

AGREEMENT

between

THE COUNTY OF PINE

and

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL UNION NUMBER 1647

Road and Bridge Maintenance, Unit 2
Public Works Department

JANUARY 1, 2015-DECEMBER 31, 2017

AGREEMENT	3
ARTICLE I. PURPOSE OF AGREEMENT	3
ARTICLE II. DEFINITIONS	3
ARTICLE III. RECOGNITION.....	3
ARTICLE IV. CHECKOFF OF UNION DUES	4
ARTICLE V. HOURS OF WORK	5
ARTICLE VI. HOLIDAYS	6
ARTICLE VIII. LEAVES OF ABSENCE.....	9
ARTICLE IX. SENIORITY	17
ARTICLE X. BULLETIN BOARDS	19
ARTICLE XI. DISCIPLINE/GRIEVANCE PROCEDURE.....	19
ARTICLE XII. TIME OFF FOR UNION ACTIVITIES	21
ARTICLE XIII. GENERAL PROVISIONS	21
ARTICLE XIV. SCHEDULE OF WAGE RATES.....	22
ARTICLE XV. GROUP INSURANCE BENEFITS INSURANCE COVERAGE OF REGULAR EMPLOYEES.....	23
ARTICLE XVI. PROBATION AND TRIAL PERIODS	27
ARTICLE XVII. MISCELLANEOUS PROVISIONS	28
ARTICLE XVIII. DURATION OF AGREEMENT.....	28

AGREEMENT

This Agreement, effective the first day of January 2015 and to continue for three (3) years, ending the last day of December 2017, is entered into between the Board of Commissioners, Pine County, Minnesota, hereinafter referred to as the Employer, and Local 1647 of the American Federation of State County and Municipal Employees, Council No. 65, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE I. PURPOSE OF AGREEMENT

Section A. It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

Section B. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee of the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE II. DEFINITIONS

Section A. Employee: Any person employed by the Employer in a position included in the bargaining unit described in Article III of this Agreement.

Section B. Regular Employee: A member of the exclusively recognized bargaining unit as defined in Article III of this Agreement who has completed the required probationary period for newly hired or rehired employees.

Section C. Probationary Period: Probationary period shall be six (6) consecutive months of employment.

ARTICLE III. RECOGNITION

Section A. The Employer recognizes Local 1647, Unit 2, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes of the employees of Pine County, Minnesota in the Unit Comprised of: All Road and Bridge Maintenance employees; (with the classifications of heavy equipment operators, medium equipment operators, and mechanics) of Pine County Road & Bridge Department, Pine City, Minnesota, except:

employees whose service does not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week, as specified in Minnesota Statute 179A.03, Subd. 14 (e);

--employees whose positions are basically temporary or seasonal and are not more than sixty-seven (67) working days per calendar year, or not more than one hundred (100) working days for full-time students, under the age of 22 and between two sequential years of enrollment at a public educational institution as specified by Minnesota Statute 179A.03, Subd. 14 (f);

(The Employer and the Union shall work together to abolish all part-time jobs wherever possible.)

Section B. It has been agreed that the policy of the Employer will be that during and for the duration of this Agreement, it will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are herein defined, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agent for such employees.

ARTICLE IV. CHECKOFF OF UNION DUES

Section A. The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 1647, which is Union dues or initiation of fees of the Union, and to transmit to the Financial Secretary of Local 1647 the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made.

Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the Auditor's Office to stop deductions.

Section B. All public employees who are not members of the exclusive representative may be required by said representative to contribute a fair share fee in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues. The exclusive representative shall provide advanced written notice of the amount of the fair share fee assessment to the Employer, and a list furnished by the Employer of all employees within the unit. A challenge by an employee or by the person aggrieved by the assessment shall be filed in writing to the director, the public employer and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The Employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the Employer pending a decision pursuant to Section 3 of the Act.

Section C. The Union agrees to represent all members of the unit fairly without regard to Union membership or non-union membership or other factor.

Section D. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE V. HOURS OF WORK

Section A. The regular workday shall consist of eight (8) hours per day, and the regular workweek shall consist of forty (40) hours per week. Hours of work for all classifications, shall typically be 7:00 am to 3:30 pm.

Section B. Any employee who is required to work in excess of their regular eight (8) hour workday or their regular forty (40) hour workweek shall be credited with overtime at the rate of one and one-half (1 1/2) times the number of hours worked.

Section C. Any hours worked on a Saturday, Sunday or recognized holiday shall be considered overtime hours and subject to the above conditions whether or not a full forty (40) hour week has been worked by the employee.

Section D. No employee shall be permitted to work any overtime hours at any time unless all such hours are authorized in advance by the County Engineer/Public Works Director or Supervisor.

Section E. All overtime hours worked that are credited to each employee within a pay period as well as accumulated vacation, sick leave time and extended sick leave time shall be posted on the employee bulletin board at the end of each pay period.

Section F. It shall be the policy of the Employer to rotate overtime workloads with employees in accordance with their ability to perform the duties of the job involved and the area of assignment.

Section G. Comp time can be selected daily on time sheets. Comp time off must be pre-approved by the County Engineer/Public Works Director or the designee with seniority being given preference when more than one person wants the same time off. The number of employees off on comp time will depend on the workload.

1. All employees shall have the option to receive cash payment for all overtime hours worked or to participate in a compensatory overtime program. Compensatory overtime will be accrued at the rate of one (1) hour worked for one and one-half (1 1/2) hours accrued comp time.

2. The County Engineer/Public Works Director may instruct an employee who has to their credit over fifty (50) hours of comp time to take time off for the purpose of reducing his comp time to a minimum of fifty (50) comp time hours; however, no employee shall be required to take off comp time if it would cause them to lose vacation time.

3. Comp time may be substituted for sick leave, if all sick time is exhausted. Employees on an FMLA related leave of absence may use compensatory time during the leave of absence, prior to utilizing sick time for the leave of absence.

4. Effective December 1st of each year, each employee with more than fifty (50) comp time hours to their credit shall be paid for all such hours at their current rate of pay. A remaining balance of 50 hours may be carried over into the following calendar year.

5. In a case of severe hardship, an employee with comp time hours to their credit may, with the approval of the County Engineer/Public Works Director, receive cash for their accrued hours.

6. The choice of comp time shall be strictly optional on the part of the employee and does not represent an attempt to make comp time mandatory.

Section H. All employees who are called out for service during their regular scheduled time and/or scheduled days off shall receive a minimum of two (2) hours pay. Further, any employee reporting for work without being previously notified not to report and subsequently sent home shall receive a minimum of two (2) hours pay. An extension of a shift or an early start to a shift shall not be considered a callout for purposes of this Section.

Section I. In the event an employee wishes to terminate their employment, they shall be required to give two (2) weeks written notice to the County Engineer/Public Works Director.

Section J. Whenever an employee is terminated from service for any cause, they shall be paid in cash at the time of such termination for all of the accumulated benefits, such as vacation, holiday pay, etc., credited to them during the period of employment. This does not include accumulated sick leave (see Article VIII). Any accumulated vacation, holiday pay, etc., shall be paid in cash as specified and shall not change the retirement date of such employees.

Section K. Summer Hours of Work

From the first Monday in May (daylights savings) through the last week that contains October, a ten (10) hour workday and a four (4) day work week shall commence. The County Engineer/Public Works Director may, at his/her discretion, grant all or such portion of summer hours as best serves the County's business purposes. Advance written notice of ten (10) working days shall be made to commence and end a ten (10) hour workday schedule for any given employee.

Should a holiday, vacation or sick day occur while an employee is working under the benefits of this section, said employee shall be given credit for ten (10) hours holiday, vacation or sick time. When the 4th of July falls on Friday, Thursday the 3rd shall be the holiday.

ARTICLE VI. HOLIDAYS

Section A. All regular employees shall be granted the following holidays with pay:

New Year's Day
Martin Luther King Day
Veterans Day
Friday After Thanksgiving
Independence Day
Presidents Day
Thanksgiving Day
Christmas Eve
Labor Day
Memorial Day
Christmas Day

Section B. When New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding day shall be a holiday.

Section C. Holidays, which occur within an employee's vacation or sick leave period, will not be chargeable to the employee's vacation or sick leave.

Section D. Employees may request the use of up to two (2) hours of vacation time to participate in Good Friday services. Such request shall be granted by the Employer unless needs of the department do not permit the release of the employee.

Section E. When December 24 falls on a Monday, Tuesday, Wednesday, Thursday, or Friday, Christmas Eve shall be a holiday. When Christmas Eve falls on a Saturday and when Christmas Day falls on a Sunday, then the preceding Friday will be observed as the Christmas Eve holiday. When Christmas Eve falls on a Sunday and Christmas Day on a Monday, then the preceding Friday will be observed as the Christmas Eve Holiday. When Christmas Day falls on a Saturday, the preceding Friday will be observed as Christmas Day and the preceding Thursday will be observed as the Christmas Eve holiday.

Section F. Personal Days

On January 1st of each year, four (4) personal days shall be granted to all current Employees covered by this contract. Personal days shall be defined as eight (8) hours per day, and may be scheduled any time during the calendar year following scheduling guidelines used for vacation.

A total of four (4) personal days may be cashed out after December 1st. If personal days are not cashed out or used by December 31 they shall be rolled over into a Health Care Savings Plan with the Minnesota State Retirement System.

Employees that do not provide at least fourteen (14) calendar days' notice prior to resignation from employment shall forfeit all unused personal days. This notice shall not be required in the event of layoff, termination or death.

Employees that resign with fourteen (14) days' notice shall receive payment for unused personal days with the last paycheck from the County.

ARTICLE VII. VACATIONS

Section A. All regular employees shall earn vacation with pay at the following rates.

0 - 4 years of service	1.00 working day each month
commencing 5 - 9 years of service	1.25 working days each month
commencing 10 - 14 years of service	1.50 working days each month
commencing 15 - 19 years of service	1.75 working days each month
commencing 20 years and beyond	2.25 working days each month

Unused vacation leave may be accumulated to a total of twenty-four (24) working days. Vacation leave shall not accumulate to an employee while in a non-pay status, except if an employee is drafted for military service and then the limitations on accruals shall be observed.

When vacation accrues to twenty one (21) days or 168 hours,), an employee may cash out up to ten (10) days eighty hours (80 hours) twice per year.

Vacation Requests and Management's Response to such requests shall follow the process below: An employee who requests five (5) or more working days off shall complete and route a Vacation Request Slip with ten (10) working days advance notice to their Supervisor. The Supervisor will respond in writing to the request within five (5) working days and place on the employee bulletin board.

An employee who requests less than five (5) days off shall complete and route a Vacation Request Slip within two (2) working days advance notice to their Supervisor. The Supervisor will respond to the request at the end of the workday upon receiving the notice.

Section B. Employees, upon resignation or death, shall be paid for the number of working days of unused vacation leave accumulated to their credit.

Section C. In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees.

Section D. The vacation period of an employee shall not be split except at the option of the employee.

ARTICLE VIII. LEAVES OF ABSENCE

Section A. SICK LEAVE. All full time employees shall earn sick leave credits at the rate of one (1) working day per month to a maximum of eight hundred (800) hours. Upon completion of 800 hours, said employees earn sick leave credits at the rate of four (4) working hours for each full month of service up to a maximum of forty-five (45) days for extended illness leave. Sick leave for extended illness shall be used only after the maximum of one hundred (100) days from regular sick leave have been granted.

Subsection 1. Part-time Employees. Part-time employees shall earn sick leave on a pro-rata basis.

Subsection 2. New Employees. New employees shall earn and be able to use sick leave during their probationary period.

Subsection 3. Medical Release to Return to Work. For illnesses that last more than three (3) consecutive days, the employer may require a note from a medical authority, stating that the employee is fit to return to duty.

Subsection 4. Eligibility to Earn Sick Leave. Sick leave credit shall be earned only while an employee is on the job or is on sick leave, holidays, or paid vacation.

Subsection 5. Permitted Uses for Sick Leave. Sick leave may be used for the employee's actual illness or disability or to care for a member of the employee's immediate family (child, spouse, parent). Sick leave may also be used to attend medical or dental appointments or to transport a family member to such an appointment.

Subsection 6. Medical Certification. The Employer may request a doctor's note certifying any illness of the employee if abuse of sick leave is suspected.

Subsection 7. Notification of Use of Sick Leave. An employee wishing to utilize sick leave shall contact the supervisor and receive prior approval. If this is not possible, the employee shall notify the supervisor by leaving a voice mail message on either the supervisor's office voice mail system or cell phone voice mail system. If these systems fail, the employee shall call or leave a message with the County Engineer/Public Works Director. Each employee will receive a business card with appropriate telephone numbers to use.

Subsection 8. Payment of Unused Sick Leave Upon retirement or death of an "eligible employee", unused sick leave hours will be paid into a Health Care Savings Plan at their current rate of pay and a value of 25% of all unused sick leave hours up to 800 hours. (ex. 600 hrs= 150 hrs paid). All accrued sick leave shall be considered when calculating the 800 hour maximum benefit.

*Eligible employee must have a minimum combined balance of 400 hours of unused sick leave and accrued sick leave, and have 30 years of continuous employment with Pine County.

Section B. FUNERAL LEAVE: A maximum of three (3) days may be taken with compensation in the event of a death of an employee's brother, sister, brother-in-law, sister-in-law, spouse, children, parent (step or biological), grandchildren, grandparents, father-in-law, mother-in-law, or ward of the employee's household. An employee may use two (2) days of vacation leave for time off after taking the three (3) days of funeral leave.

Additional sick leave or vacation may be used for death in the immediate families of employees for such periods as are reasonably necessary, beyond the time frames listed above.

Employees are expected to make other arrangements as soon as possible so that they may return to work.

Section C. WELLNESS DAY: A full-time employee who does not use a sick day in six (6) consecutive months, except for preventive visits to the doctor or dentist of up to four (4) hours, shall receive one (1) wellness day. Wellness days will be tracked by supervisors for compliance. Wellness days must be used within thirty (30) days from the end of the period in which it was earned. No month within this period can be applied to earn additional wellness days. Wellness days are not accruable and will be forfeited if not used in the specified time frame. Part-time employees shall receive pro-rated wellness days.

Section D. DONATION OF LEAVE:

Pine County Vacation Donation Program Policy Summary:

It is the policy of Pine County to permit the donation of accrued vacation from one employee to a sick leave bank for employees. The purpose of the Vacation Donation Program Policy is to provide a safety net of County compensation benefits for county employees when the recipient employee has exhausted all of sick leave, compensatory time and vacation, due to a catastrophic illness/injury or medical condition that requires the recipient employee's absence or attendance to a spouse or child's condition. Requests will be accepted only from individuals who are currently on an approved Family Medical Leave of absence.

Definition:

A catastrophic illness or injury is one that incapacitates the employee, his or her spouse or child which has caused the employee to exhaust all other eligible leave credits. (i.e. car accident, cancer)

Eligibility:

Program recipients must meet all of the following criteria to receive donated hours.

1. Must have requested donated leave due to a catastrophic illness/injury or medical condition.
2. Must have written verification of a catastrophic illness/injury or medical condition from a licensed medical practitioner.
3. Must have completed one year of employment.
4. Must have vacation donation request acknowledgement from his/her department head.

5. All vacation donation leave transferred shall be used at the recipient's pay rate.
6. Must have exhausted all paid leave earned pursuant to the applicable personnel policies covering vacation, sick leave, personal day, and compensatory time off and must not be receiving workers compensation payments.
7. Other wage replacement benefits are allowed and any use of Vacation Donation Benefits will be offset. In order to receive pay for a holiday while receiving donated leave, donated leave will need to be used for the holiday. If an employee is on an intermittent FMLA and works the full day before and the full day after a holiday, the preceding would not apply.

A leave donor must meet the following criteria and requirements:

1. An irrevocable donation of not more than the donors current accrued vacation leave donated in increments of one hour with a minimum donation of one hour.
2. Certification that no solicitation and/or acceptance of any money, credit, gift, gratuity, thing of value or compensation of any kind has been provided, directly or indirectly, to the donor.

Limitation:

An eligible full-time employee may withdraw no more than 160 hours (20 days) or half the current bank balance; whichever is less for any single major life threatening disease or condition. Any unused hours shall remain in the bank for future use by eligible employees. Donations may be made retroactively, but not more than 30 days retroactively.

The Vacation Donation Program shall not grant sick leave hours to employees who are eligible for or receive wage replacement benefits, for the same time period, from other sources. Therefore, employees shall not be granted Vacation Donation Program leave for the same period of time during which they also receive workers compensation wage replacement benefits. Exception: Disability benefits area allowed and any use of Vacation Donation Benefits will be offset.

Procedures:

The Vacation Donation Program is administered by the Human Resources Department. Participation in the program is on a strictly voluntary basis. Individual Department Vacation Donation Programs are not permitted.

Employee Leave Recipient

Requests are subject to approval of the Application of Use of Donated Vacation Form (sample attached), which are available in the Human Resources Department. In the event the employee is unable to complete the Application for Use of Donated Vacation Form, the employee's designated family member may complete the form on behalf of the employee.

To receive donated vacation, an employee must complete a Medical Information Form signed by the treating physician including the physician's statement. The Application for Use of Donated Vacation and Physicians Statement must be forwarded to the Human Resources Department. The Human Resources Department will develop a separate vacation donation leave file with separate files for each ongoing case. The leave recipient may withdraw time from the bank to use

sick time for as long as it is determined they meet the eligibility criteria, but employees may withdraw no more than 160 hours, or half of the current bank balance, whichever is less.

Each request for donated hours will remain in the recipients file for 180 consecutive days, at which time a new application may be required. The leave recipient shall continue to accrue sick and vacation leave while using donated leave time. Once an employee is in a no pay status sick leave and vacation accrual will terminate. The leave recipient shall have the appropriate federal and state taxes and PERA deductions withheld. The leave recipient does not need to pay back donated time received.

Employee Donor

The donating employee shall, on the appropriate Human Resources Department form, request transfer of their accrued vacation time to the donated leave bank, record of which is to be kept and monitored by the Human Resources Manager & Payroll Clerk. A Vacation Donation Contribution Form will be available from the Department Heads and/or Human Resources Department and must be signed and returned to the Human Resources Manager before a donation can be effective.

A bank shall be created into which employees may donate vacation leave to employees eligible to use this benefit. Periodic donation drives will be conducted when the bank balance is at a low level. Employees may donate to the bank at any time throughout the year. All donations and use of donated leave shall be confidential. The Human Resources Department will be responsible for subtracting the donated vacation leave from the contributing employees vacation balance at the time the form is received. Donated vacation time will only be converted into sick leave. Donated vacation hours will be converted hour per hour into sick leave. Donations are not deductible. Donations will be used on a first come basis.

Donations are irrevocable. The final decision on the award and distribution of donated leave time rests with the Human Resources Department and shall not be subject to any labor agreement or County policy grievance procedure. In making decisions, the Human Resources Manager shall review the employee's application, the department's verification of exhaustion of all paid leave, and all medical evidence submitted by the employee, including but not limited to a physician's statement. The Human Resources Department may request additional information from the applicant.

Other Leave Donations. The donations can be made from personal days or compensatory time balances. There will be no limitation placed on the number of hours an employee may donate, except that they may only be made by employees who have completed their initial probationary period.

Section E. INJURY ON THE JOB.

Where an employee is entitled to the benefits of the workers' compensation law, and has banked sick leave credits, the employee may request to use the banked sick leave credits to the extent that payment of the workers' compensation benefits and banked sick leave credits does not exceed the weekly wage of the employee.

Section F. MILITARY DUTY LEAVE

Every employee shall be entitled to military leave as provided by state and federal law including Minnesota Statute § 192.26, Minnesota Statute §191.261 and USERRA, 38 U.S.C. § 4317(a) (2). The employee shall immediately inform their respective Department Head and Human Resources regarding the military duty and need for military leave as soon as known by the employee.

Section G. OTHER TYPES OF LEAVES OF ABSENCE

Subsection 1. Court Duty

Any employee shall be granted a leave of absence with pay for service upon jury, appearance before a court, legislative committee, or other body as a witness in a proceeding involving the federal government, the State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority; or attendance in court in connection with the employee's official duties. In the case of jury duty, the employee's compensation from the County during his/her leave shall equal the difference between the employee's regular compensation and compensation paid for jury duty. The employee shall provide the County Auditor with a record of any fees received. The employee's pay shall be adjusted accordingly or the amount of fees (excluding mileage and day care payments) shall be paid to the County. Employees shall return to their regular work duties if released from court duty during their scheduled hours of work if time permits. The employee shall immediately inform the Department Head regarding the court duty as soon as known by the employee.

Subsection 2. Election Judge in Township

An individual who is selected to serve as an election judge pursuant to Minnesota Statute §204B.21, subdivision 2 must provide the employee's Department Head with at least 20 days written notice.

Subsection 3. School Conference and Activities Leave

In accordance with Minnesota Statute 181.9412 as may be amended, an employee may use up to a total of sixteen (16) hours without pay during any school year to attend school related activities for an employee's child, provided the activities cannot be scheduled during non-work hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave. An employee may substitute any accrued vacation time for any part of the leave under this section.

Section H. PARENTAL LEAVE

Every employee that works an average of 20 hours or more per week and has been an employee of the County for at least one year is eligible for parental leave upon the birth or adoption of a child consistent with Minnesota Statute §181.941. Unpaid parental leave shall be granted for six weeks to eligible employees and shall run concurrent with any family medical leave. An

employee must use banked sick leave until the sick leave reaches forty (40) hours or less prior to receipt of unpaid parental leave. When an employee has exhausted all but 40 hours or less of accrued sick leave for a portion of parental leave, the employee may request an additional period of unpaid parental leave to be granted so that the total of paid and unpaid leave provided does not exceed six weeks. An employee is required to give at least thirty days' notice to Human Resources in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

Section I. FAMILY/MEDICAL LEAVE

Subsection 1. Coverage

The Family and Medical Leave Act entitles eligible employees to take up to 12-weeks of unpaid leave during any 12-month period as a result of the birth or placement for adoption or foster care of a child, to care for an immediate family member with a serious health condition, or when an employee is unable to work due to a serious health condition. The 12-month period shall be calculated, using a rolling period measured backward from the date the employee uses FMLA leave, and may be taken at one time, intermittently, or on a reduced leave schedule depending on the circumstances.

Subsection 2. Eligibility/Entitlement

FMLA applies to all County employees who have been employed by Pine County for at least twelve (12) months and who have worked at least 1,250 hours for Pine County during the twelve (12) months preceding the leave request. Hours worked will be determined under the terms of the Fair Labor Standards Act. Employees who are considered exempt under that Act and who have worked for Pine County for twelve (12) months will be presumed to have met the 1,250 hours of service requirements.

Family Leave: The birth of the employee's child or the placement of a child with the employee for adoption or foster-care.

Medical Leave: To provide care for a family member (child, spouse, or parent) experiencing a serious health condition.

Medical Leave: For the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

Subsection 3. Other Leave Must be Used First

The County requires the employee to use accrued sick leave (as appropriate) until the employee has exhausted all but 40 hours or less of sick leave, and any other paid leave before any unpaid portion of FMLA leave is granted. The FMLA does not broaden the instances for which paid sick leave can be used.

Pine County requires an employee to exhaust all but 40 hours or less of banked sick leave before going into an unpaid status. When an employee has used all but 40 hours or less of accrued sick leave for a portion of family medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided does not exceed twelve (12) weeks.

Any other type of leave, whether paid or unpaid, taken for a reason covered by the FMLA will be considered part of the twelve (12) weeks granted.

Subsection 4. Medical Certification

For leaves taken because of the employee's or a covered family member's serious health condition, employees must provide medical certification before the leave begins, or if the leave is unforeseeable, the County must allow 15 calendar days for the employee to comply with the medical certification. If no medical certification is returned within 20 calendar days and the employee has not returned to duty, the employee will be considered to have voluntarily resigned.

The County has the right to question the validity of any certification and may require the employee, at the County's expense, to be seen by a County designated physician. The County may require periodic reports on the employee's status and intent to return to work and a fitness for duty report prior to return to work. An employee that cannot return to work upon the expiration of the 12-week FMLA leave may request a leave of absence in accordance with Section I below.

Subsection 5. Benefits

Pine County will maintain health care, dental insurance and life insurance coverage for an eligible employee for the duration of the FMLA leave and during the period of any paid leave as if the employee continued in employment. Employee contributions will be required either through payroll deduction or by direct payment. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. All payments for the employee's share of any benefits must be made to the County Auditor's department by the first (1st) of each month. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave. If an employee's contribution is more than 30 days late, the employee's coverage will lapse.

Any employee on unpaid leave will not accrue benefits.

Pine County will seek to recover its share of health coverage premiums paid for an employee on FMLA leave if the employee fails to return to work after FMLA leave unless the failure to return to work is due to the continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the control of the employee. Not returning from certified leave is a qualifying event for COBRA purposes.

If the employee is no longer in paid status at the expiration of the FMLA leave, the County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage.

Subsection 6. Job Protection

If the employee returns to work following the approved family medical leave period, the employee will be reinstated to the employee's former position or an equivalent position with the equivalent pay, benefits, status and authority.

The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Subsection 7. Definitions

A serious health condition is defined by the Act as an illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice or a residential medical care facility, or continuing treatment by a qualified health care provider, and/or treatment for substance abuse.

A serious health condition would generally last for more than three (3) days, require the intervention of a qualified health care provider, result in subsequent care for the same condition, and must involve treatment of two or more times by a qualified health care provider; a nurse or physician's assistant under the direct supervision of a qualified health care provider; or a provider of health care services (physical therapy) under orders, or referral by a qualified health care provider.

A parent is defined as the biological parent of an employee or as an individual who was responsible for the day-to-day care of the employee when the employee was a son or daughter.

A spouse is defined as a husband or wife. A spouse does not include unmarried domestic partners.

A son or daughter is defined as a biological, adopted or foster child, a stepchild, legal ward, or a child of a person having the day-to-day responsibility for the child. Includes a child over 18 years of age who is "incapable of self-care because of a mental or physical disability."

Subsection 8. Notice

An employee is required to give at least thirty days' notice in the event of a foreseeable leave. A Request for Family Medical Leave form should be completed by the employee and returned to Human Resources. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

SECTION J. REQUEST FOR OTHER LEAVE OF ABSENCE WITHOUT PAY

Any employee who has 40 hours or less of paid time or who has no banked sick leave and is not otherwise entitled to another type of leave may request a leave of absence without pay in accordance with Section I, Subsection 1, below. Such leave shall be granted only with approval from employees' department head and it is deemed to be in the best interest of the County, and shall in no circumstances be granted in excess of one year.

Subsection 1. Procedures for Requesting Other Leaves of Absences

All requests for leaves of absences shall be made by the employee and require a 30 day notice. An employee may obtain a county provided request form from their respective department head. Any employee's request for an unpaid leave of absence shall be answered by the employee's Department Head and the Pine County Board of Commissioners and shall only be granted when deemed to be in the best interest of the County.

Subsection 2.

Employee Must Pay Total Cost of Benefits While on Leave of Absence

Seniority will accrue while the employee is on an approved leave of absence. Other benefits including holidays, vacation or sick leave shall not be earned or paid during an approved leave of absence without pay or while employee is in an unpaid status.

A. Insurance: Pine County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage during unpaid leave. The employee is responsible for the entire cost of the health care, dental insurance and life insurance premiums.

Subsection 3. Re-employment After Leave of Absence

After an approved leave of absence, an employee shall be returned to the same or similar position.

ARTICLE IX. SENIORITY

Section A. All regular employees as defined in Art. III, Sec. A, who are working in Road & Bridge Maintenance Department shall be covered by this Agreement and placed on the seniority list.

Section B. Seniority standing is to be determined on the basis of total length of continuous service in the Road & Bridge Department of Pine County. All new employees shall be placed on the seniority list after the completion of a six (6) month probationary period, and during such six (6) months, employees may be discharged by the Employer without cause and without same causing a breach of this Agreement or constituting a grievance hereunder.

Section C. Regular employees shall lose their seniority standing upon voluntary resignation from employment or upon discharge for just cause. The seniority of an employee on temporary

layoff or absence due to illness shall continue to accumulate for one (1) year. The seniority of an employee on authorized leave of absence shall be frozen at the date the leave of absence is granted. Such employee shall again acquire seniority upon return to employment. Seniority shall continue to accrue while an employee is covered under the Family Medical Leave Act.

Section D. In the event of a layoff, regular employees shall be laid off according to seniority in the inverse order of hiring. Regular employees shall be rehired according to seniority in the inverse order of layoffs.

Section E. In the case of a reduction of force or the elimination of a position, a senior employee may exert their seniority preference over a junior employee in any classification of work, provided they have the necessary qualifications to perform the duties of the job involved.

Section F. Temporary vacancies may be filled by senior qualified employees. In the event said vacancy has a higher rate of pay, qualified employees filling such vacancy shall receive such higher rate of pay, when such an appointment is made.

Section G. The Employer is committed to hiring the most qualified candidates for County service. If all other job relevant qualifications are equal, the applicant with the most bargaining unit seniority shall receive the promotion. Job vacancies shall be posted internally, within the organization of Pine County. (All County employees may apply for any positions that are posted internally.)

When vacancies occur within this bargaining unit or when new positions are created within this bargaining unit, notices of such vacancies or new positions shall be posted internally within the organization of Pine County. The Employer reserves the right to advertise in any fashion along with posting internally. Within seven (7) calendar days of the internal posting, any employee wishing to be considered for such vacancy or new position shall apply, following the Pine County application process. Employees in this bargaining unit shall have preference in the selection process for vacant positions that are covered in this bargaining unit. Bargaining unit member credit of 5 points shall be added to a 100 point rating system. These preference points shall be added to the selection process.

The senior employee making application shall be transferred to fill the vacancy or new position, provided they have all the necessary qualifications to perform the duties of the job involved. The Employer or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications.

Section H. The seniority list shall be updated and posted by the Human Resources Director by January 31 of each calendar year and posted on the employee's bulletin board. A copy of the seniority list shall be sent to the Chapter Chair of the Union.

Section I. An employee may be temporarily suspended for just cause. The employee and the Union shall be notified of the reasons for their suspension in writing at the time of suspension. If the employee feels they have been suspended without just cause or that the period of suspension is unwarranted, the employee shall have the right to appeal by invoking the normal grievance

procedure within ten (10) days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Discharges, demotions or transfers to a lower classification shall be made only for just cause. The Union and the employee affected shall receive prior notice in writing of any such action. If the Union feels the action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure.

Upon request of the Union, a hearing shall be held within five (5) days, at which time the employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against them. A stenographic record of the hearing before the Employer shall be taken, and the employee and the Union shall be entitled to a copy of the record. In the case of dismissals, the salary of the employee shall be suspended during the period in which the hearing takes place, but their name shall not be removed from the payroll. In the case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension. In the case where a demotion has been proved unjustified and the employee returned to their former status, the loss of pay involved shall be restored.

Section J. In the event a general layoff is contemplated, the Employer agrees to call in the Union to discuss the problem with them before any action is taken.

ARTICLE X. BULLETIN BOARDS

The Employer will maintain a bulletin board of reasonable size to be placed in each District garage, as may be mutually agreed upon between the Union and the Employer. Bulletin boards shall be for the use of the Union to post any notice or document relating to the Union affairs or for official County business.

ARTICLE XI. DISCIPLINE/GRIEVANCE PROCEDURE

The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

1. Oral reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion;
5. Discharge

Suspensions, demotions, and discharges will be in written form. Written reprimands, notices of suspension, and notices of discharge which are to become a part of the employee's personnel file shall be read and acknowledged by signature of the employee. Employee and the Union shall receive a copy of such reprimands and/or notices.

Section A. The Employer will attempt to adjust all grievances which may arise by virtue of this agreement or otherwise in the following manner:

Step 1. First, an effort shall be made to adjust the grievance between the Union and the supervisor. This shall be done within ten (10) working days upon the Union's knowledge of the occurrence of the grievance, the Union Steward, with or without the aggrieved employee, shall take up the grievance with the employee's immediate supervisor as designated by the Employer. The supervisor shall attempt to resolve the grievance and shall give an answer to the steward and the Union within ten (10) working days after the Union takes the grievance up with the supervisor.

Step 2. In the event no settlement is reached, the Union shall submit the grievance, in writing, to the Department Head within ten (10) working days of the immediate supervisor's final answer to the Step 1 grievance. The written grievance shall set forth the following: the nature of the grievance; the facts on which it is based; the specific provisions of the agreement allegedly violated; and the remedy requested. The Department Head shall respond to the union steward, in writing, within ten (10) working days after receipt of such Step 2 grievance.

Step 3. In the event no settlement is reached, the Union shall submit the grievance to the County Administrator. This shall be placed in writing outlining: the nature of the grievance; the facts on which it is based; the specific provisions of the agreement allegedly violated; and the remedy requested. This shall be done within ten (10) working days following the receipt of the department head's final answer to the Step 2 grievance. The County Administrator shall review the grievance and may meet with the union and department head to further discuss the grievance. If such a meeting takes place it shall be within ten (10) working days of receipt of the Step 3 grievance. The County Administrator shall, within five (5) working days following the receipt of the Grievance or the meeting, present to the Union a written determination of the grievance. Such shall include the reasons for supporting or denial of the grievance and the recommended remedy if applicable.

(The Union may appear before the full County Board to discuss the grievance following the response provided by the County Administrator and prior to filing for Step 4 if they so desire.)

Step 4. The Union or Employer shall submit the grievance or dispute to arbitration subject to the provisions of the Public Employment labor Relations Act of 1971 as may be amended, and the decision or award made in arbitration shall be final and binding on the parties.

(As an alternative, The Union or the Employer may request the grievance or dispute be taken to grievance mediation, prior to pursuing arbitration. Upon mutual agreement the Bureau of Mediation Services will be requested to provide mediation services to assist in the settlement of such grievance or dispute.)

Section B. Should the grievance go to Step 4, the parties hereto agree that within ten (10) days after Step 3, either of the parties shall have the right to submit to the Director of Mediation a request for five (5) names for the purpose of the parties to select one (1) of the five (5) names as the arbitrator. The method in the choice shall be each party to eliminate one name at a time and repeat until the remaining name shall be the arbitrator. It is hereby agreed that the cost and expense of the arbitrator shall be shared equally by the parties to the Agreement.

ARTICLE XII. TIME OFF FOR UNION ACTIVITIES

Any employee elected by the Union to represent such Union at International, State or District meetings which require their absence from duty shall be granted the necessary time off to attend such meetings without pay. There shall be no loss of seniority rights or any other rights granted by the Employer, nor there any discrimination to an employee elected to represent the Union at Union activities.

<u>Type of Meeting</u>	<u>Number of Delegates</u>	<u>Maximum Time</u>
International	1	9 calendar days state
Federation	1	7 calendar days state
Council I	2	2 working days
District	2	1 working day

In the event that additional time off is necessary for the above Union activities or other Union business, such additional time off may be granted subject to the approval of the County Engineer.

ARTICLE XIII. GENERAL PROVISIONS

Section A. The management of County Road and Bridge Department and the direction of the working forces, the operation of the department, including the hiring, promotion, and retiring of employees, the suspending, discharging, and calling to work of employees in connection with reduction or increase in the working forces, the scheduling of work and the control and regulation of the use of all equipment and other property of the County are the exclusive functions of the Public Works Director, under the direction of the County Board, provided, however, that in the exercise of such functions, the County Engineer/Public Works Director shall not alter any of the provisions of this Agreement.

Section B. Consumption of alcoholic beverages during working hours shall be grounds for mandatory suspension without pay for a period of two (2) weeks on the first offense. The second offense shall be a mandatory dismissal. Alcoholic beverages shall mean all beverages containing alcohol, to include 3.2 percent beer.

Section C. The Employer agrees to permit two (2) members the Negotiating or Grievance Committee to appear at all negotiating or grievance meetings with the Employer in negotiations or disputes without the loss of pay.

Section D. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

Section E. There shall be no replacement of regularly employed employees by voluntary or relief worker.

Section F. All employees shall report to their station without any compensation for transportation. Employees required to use their personal car to transport themselves and other workers from their station to the site of work will be compensated on a mileage basis at the legal rate per mile.

Section G. All matters not covered by this agreement shall be settled by negotiation between the Employer and the Union.

Section H. Other Leaves of Absence: Other leaves which are not expressly contained or referenced herein, shall be administered in accordance with the Pine County Personnel Policies

ARTICLE XIV. SCHEDULE OF WAGE RATES

The wage adjustment provided for in this Agreement shall not be retroactive for any employee who was not employed by Pine County at the time that this Agreement was approved by the County Board of Commissioners, with the exception of those employees who have separated from employment with Pine County and are eligible to draw a PERA Annuity. To be eligible for retroactive pay, an employee must have been employed with Pine County on November 3, 2015 or have been eligible for PERA Annuity at the time they severed employment in 2015.

Section A.

Wages shall be paid in accordance with the schedule attached as Appendix A. Employees shall be placed on the new schedule at the step that coincides with their years of service.

Section B. Employees shall receive a step increase if applicable on their anniversary date. An employee shall achieve the 10 year step commencing 10 years with the County. New employees shall start a Step 1, and move to the next step after 12 months of employment.

Section C. Pay days to conform with current wage administration.

Section D. Personal Protective Equipment "PPE"

All shop and field employees shall wear heavy-duty leather safety boots that cover the ankle and provide ankle support. This protective footwear shall comply with OSHA Standard 1910.136 and ANZI Z41-1991 Standard. The County shall provide the appropriate footwear for chainsaw operation. In 2015, the County shall also provide up to \$225.00 per year toward the purchase of heavy-duty safety boots or safety winter coatwear. Effective January 1, 2016, and thereafter, the

Employer shall increase the dollar amount from \$225.00 to up to \$250.00 per year toward the purchase of heavy-duty safety boots or safety winter coatwear.

Employees shall be responsible to submit receipts of purchase in order to receive reimbursement. Receipts shall not be reimbursed for PPE/safety footwear that does not meet the standards listed above.

Employees who wear prescription glasses and whose position requires the wearing of safety glasses shall be reimbursed the cost of one pair of prescription safety glasses once every two (2) years at a reimbursement rate of \$100.00.

Section E. Seasonal Positions

The employer shall designate one or more persons to the seasonal positions of Culvert Installer, Loader Operator, & Dozer Operator. These positions are in effect from May 1 to Oct 31 and the current holder of the position retains the position until resignation. Open positions will be posted, if more than one person applies for the position, position shall go to the most senior employee.

Section F. Temporary Assignment

Temporary assignment of the Loader, Dozer, Backhoe, or Grader will be offered based on seniority. If employee turns down opportunity to accept assignment of equipment, they waive the opportunity for the remainder of the year.

Section G. Lead Mechanic

The employer shall designate one Lead Mechanic. Position will be assigned based on seniority and will include \$0.50/hour additional compensation. Assigned employee retains position until resignation and no temporary assignments will be made.

Section H. Assigned Grading District

The employer shall designate up to 5 Grading District Positions. Position will be assigned based on seniority and will include \$0.50/hour additional compensation. Assigned employee retains position until resignation and no compensation will be made for temporary assignment.

Section I. Overpayment

If the Employer makes a mistake on wages or insurance benefits, which results in overpaying the employee, the employer must meet and confer with the employee to develop a repayment plan.

ARTICLE XV. GROUP INSURANCE BENEFITS INSURANCE COVERAGE OF REGULAR EMPLOYEES

Any Employee who qualifies for benefits of the Pine County Health Plans shall be entitled to insurance coverage as specified in the Plans with the following Employer/Employee contribution levels. The Employer shall provide to following contributions to the medical plans in effect for 2015, 2016 and 2017:

MEDICAL INSURANCE COVERAGE

The employee may choose between either the Blue Cross Blue Shield Comprehensive Major Medical Plan (CMM) 1000 / 3000 Plan, the Blue Cross Blue Shield Comprehensive Major Medical Plan (CMM) 1500 / 4000 Plan or the Blue Cross Blue Shield VEBA Plan, subject to enrollment criteria described in the plans.

The County's 2015 contribution rates will be effective starting January 1, 2015. To be eligible for retroactive health insurance premium contributions, an employee must have been employed with Pine County on November 3, 2015 or if separated from employment in with Pine County in 2015, must have been eligible for PERA Annuity at the time of separation.

Comprehensive Major Medical- CMM (both plans):

Single

The monthly contribution to single coverage for the Comprehensive Major Medical Plan (CMM) shall be \$570.50 for 2015 or the dollar amount equal to the single premium for the 1500/4000 CMM plan, whichever is greater. For 2016, the monthly Employer contribution single coverage for the Comprehensive Major Medical Plan (CMM) shall be \$684.00 or the dollar amount equal to the single premium for the 1500/4000 CMM plan, whichever is greater. For 2017, the monthly Employer contribution for single coverage shall be \$684.00 or the dollar amount equal to the single premium for the 1500/4000 CMM plan, whichever is greater.

Family

The monthly Employer contribution to family coverage of the Comprehensive Major Medical Plan (CMM) shall be \$1,143.55 for 2015. For 2016, the monthly Employer contribution to family coverage of the Comprehensive Major Medical Plan (CMM) shall be equal to the 2015 monthly contribution, plus a minimum of 65% of the premium increase which equals \$1,328.15. The remaining monthly premium increase up to 35% shall be paid by the Employee.

For 2017, the monthly Employer contribution to family coverage of the Comprehensive Major Medical Plan (CMM) shall be equal to the 2016 monthly contribution, plus a minimum of 65% of the premium increase. The remaining monthly premium increase up to 35% shall be paid by the Employee.

If the CMM 1000/3000 is eliminated January 1, 2016, reducing the overall premium increases by 2%, the employer will pay 67% of the monthly family premium increase, and the employee will pay 33% of the monthly family premium increase in each year of the contract. The same dollar amount shall be applied to all other plans.

Blue Cross Blue Shield -VEBA:

Single

In 2015, the monthly Employer contribution to the premium for single coverage of the VEBA plan shall be \$464.25. The Employer shall pay a total annual amount of \$1275 into the VEBA

single savings account. Contributions to the VEBA single savings account shall be made at the beginning of each quarter.

In 2016, the total monthly Employer contribution to the premium plus the VEBA savings account for single coverage shall equal \$684.00 per month or the dollar amount equal to the single premium for the 1500/4000 CMM plan, whichever is greater. The total annual amount contributed to the 2016 VEBA single savings account shall be at least the amount contributed in 2015. Contributions to the VEBA savings account shall be made at the beginning of each quarter.

In 2017, the total monthly Employer contribution to the premium plus the VEBA savings account for single coverage shall equal \$684.00 per month, or the dollar amount equal to the single premium for the 1500/4000 CMM plan, whichever is greater. The total annual amount contributed to the 2017 VEBA single savings account shall be at least the dollar amount contributed in 2016. Contributions to the VEBA savings account shall be made at the beginning of each quarter.

Should a current employee have approved medical costs, which necessitates their need for the entire Employer contribution to the Medical savings account prior to the end of the year, the Employer will provide the needed contribution.

Family

In 2015, the monthly Employer contribution to the premium for family coverage of the VEBA plan shall be \$931.05. The Employer shall pay a total annual amount of \$2550 into the VEBA family savings account. Contributions to the VEBA family savings account shall be made at the beginning of each quarter.

In 2016, the total monthly Employer contribution to the premium plus the VEBA savings account for family coverage shall equal \$1,328.15. The total annual amount contributed to the 2016 VEBA family savings account shall be at least the amount contributed in 2015. Contributions to the VEBA savings account shall be made at the beginning of each quarter.

In 2017, the total monthly Employer contribution to the premium plus the VEBA savings account for the family coverage shall equal \$1,328.15 per month plus a minimum of 65% of the monthly increase in premium for 2017. The total annual amount contributed to the 2017 VEBA family savings account shall be at least the amount contributed in 2016. Contributions to the VEBA savings account shall be made at the beginning of each quarter.

If the CMM 1000/3000 is eliminated January 1, 2016, reducing the overall premium increases by 2%, the employer will pay 67% of the monthly premium increase, and the employee will pay 33% of the monthly premium increase in each year of the contract. The same dollar amount shall be applied to all other plans.

Should a current employee have approved medical costs under the family plan, which necessitates their need for the entire Employer contribution to the Medical savings account prior to the end of the year, the Employer will provide the needed contribution.

The insurance committee with membership from all Unions, non-contract management, and the County Personnel Committee will make a joint recommendation to the County Board. The insurance committee will meet quarterly.

Life Insurance. Increase amount of group life insurance benefit to thirty thousand dollars (\$30,000) per full-time unit member within thirty days of ratification of the contract by the county board.

Section B. The Employer will provide group health insurance coverage to bargaining unit members who retire from County service, in accordance with the following program.

1. Eligibility -

A. The employee must be actually retiring, which shall be defined as eligible for and Receiving PERA or similar retirement benefits.

B. The retiree must be at least sixty-two (62) years old. (If the retiree is less than sixty-two (62) years old, he/she may participate in the group health insurance program under the terms of the County Personnel Policies. When the retiree reaches sixty-two (62) years old, he/she may participate under this program if all qualifications are met).

C. Employees hired after March 1, 1986 shall not be eligible for this program and shall be provided benefits, if any, in accordance with the County's personnel policies.

2. Benefits -

The Employer shall provide the following contributions to the medical plans in effect for 2003:

A. A retiree under 65 with at least 10 years of continuous service with Pine County and who has retired prior to January 1, 2000, the Employer will contribute \$291 per month towards the cost of "Managed Care" as defined in the Pine County Health Plan. A retiree under 65 with at least ten 10 years of continuous service with Pine County and who has retired after to January 1, 2000, the Employer will contribute \$291 per month towards the cost of "Managed Care" as defined in the Pine County Health Plan

B. A retiree under 65 with at least twenty 20 years of continuous service with Pine County and who has retired prior to January 1, 2000, the Employer will contribute towards the cost of "Managed Care" as defined in the Pine County Health Plan \$553.00 per month. A retiree under 65 with at least twenty 20 years of continuous service with Pine County and who has retired after January 1, 2000, the County will contribute \$682 per month towards the cost of 'managed care' as defined in the Pine County Health Plan.

C. A retiree over 65 with at least ten 10 years of continuous service with Pine County and who has retired prior to January 1, 2000, the employer will pay \$134.00 per month toward the cost of

the Medicare Supplemental plan as defined in the Pine County Health Plan. A retiree over 65 with at least 10 years of continuous service with Pine County and who has retired after January 1, 2000, the employer will pay \$134.00 per month toward the cost of the Medicare Supplemental plan as defined in the Pine County Health Plan.

D. A retiree over 65 with at least twenty 20 years of continuous service with Pine County and who has retired prior to January 1, 2000, the employer will pay \$214.00 per month toward the cost of the Medicare Supplemental plan as defined in the Pine County Health Plan. A retiree over 65 with at least twenty 20 years of continuous service with Pine County and who has retired after January 1, 2000, the employer will pay \$214.00 per month toward the cost of the Medicare Supplemental plan as defined in the Pine County Health Plan.

E. An employee hired prior to March 1, 1986 and who is eligible for the above referenced benefit, may opt for a one time cash payment of \$4,000.00 in lieu of the program described above. AN employee choosing the cash payment must make such determination within sixty (60) days of this agreement being signed. It is understood that any employee opting for the cash payment shall forfeit participation in the above described program.

A retiree may participate in "Health Insurance Options" available to members of the bargaining unit at a premium cost and eligibility as authorized by the Pine County Health Plan, or as required by applicable State or Federal law.

3. Terms -

A. The retiree must enroll in Medicare and Medicaid, when eligible.

B. The retiree, by accepting benefits under this program, waives his/her right under Minn. Stat. Sect. 471.616 (1984) or similar statute to individually agree to group insurance policy changes. The retiree agrees to be bound by the group insurance policy (and any changes thereto) in force to current employees in this bargaining unit.

C. The retiree is responsible for the payment of any additional amounts required for insurance coverage and not paid for by this program.

D. Benefits under this program shall terminate upon the death of the retiree.

Section C. All interest income earned on health insurance funds shall be credited to the insurance account.

ARTICLE XVI. PROBATION AND TRIAL PERIODS

Section A. All newly hired or rehired employees shall be probationary and serve the probationary period defined in Article II.

Section B. The Employer, at its sole discretion, may discipline or discharge a probationary employee and such action shall not cause a breach of this Agreement or constitute a grievance hereunder.

Section C. All employees promoted or transferred to a new position shall serve a six (6) month trial period.

Section D. The Employer may return the trial period employee to their former position and rate of pay immediately previous to transfer or promotion.

Section E. A trial period employee shall have the right to revert to their former position and rate of pay immediately previous to transfer or promotion.

ARTICLE XVII. MISCELLANEOUS PROVISIONS

In the event of any proposed changes to the County Appearance and Dress Policy, the County will form a committee with membership from all Unions, non-contract management and the County Personnel committee. The committee will make a joint recommendation to the County Board regarding any changes to the policy.

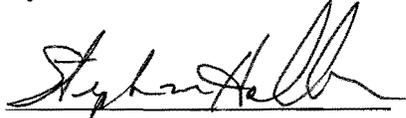
ARTICLE XVIII. DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue in full force and effect from January 1, 2015 through December 31, 2017. Either of the parties hereto shall be required to submit written notice at least sixty (60) days prior to the termination of this Agreement for the purpose of negotiating a new agreement. If settlement on a new agreement cannot be reached within the provided sixty (60) days, the present agreement shall remain in effect until a settlement has been reached. The first negotiations meeting for the contract will be held no later than July 10th in the year in which the contract expires.

BOARD OF PINE COUNTY
COMMISSIONERS
PINE COUNTY, MINNESOTA

LOCAL #1647 AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

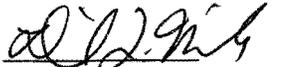
By:



Board/Chair

Date: _____

Attest:


County Administrator

Date:

12-10-15

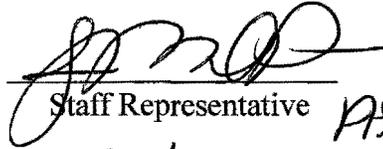
By



President

Date: 12-10-15

By:



Staff Representative

ASSUME LS

Date:

12/2/15

Road and Bridge Maintenance – Unit 2

Appendix A

2015 1.5% COLA and 1.5% Market Adjustment

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 10
B23	14.78	15.58	16.41	17.20	18.05	19.38	19.93	20.47
B24	15.76	16.62	17.49	18.35	19.22	20.68	21.25	21.84

2016 1.5% COLA and 1.5% Market Adjustment

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 10
B23	15.23	16.05	16.91	17.72	18.60	19.96	20.54	21.09
B24	16.24	17.12	18.02	18.90	19.81	21.30	21.90	22.50

2017 1.5% COLA and 1.5% Market Adjustment

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 10
B23	15.69	16.53	17.42	18.26	19.16	20.56	21.16	21.73
B24	16.73	17.63	18.56	19.47	20.40	21.94	22.56	23.18

B23 Highway Maintenance Worker

Waylon Franklin
 Dave Lewis
 Glen McDowell
 Darren Gibson
 Greg Roubinek
 Jordan Juczak

B23 - Highway Maintenance Worker - Assigned Blading District +\$0.50/hr

Dan Adams
 Mike Struss
 James Fjosne
 Kris Roeschlein
 Tim Duffney

B24 - Mechanic

Derek Johnson + .50/hr
 Paul Pogones