

AGREEMENT

between

THE PINE COUNTY ROAD AND BRIDGE SUPERVISORS UNIT

and

THE COUNTY OF PINE

January 1, 2016 through December 31, 2017

**TABLE OF CONTENTS**

ARTICLE I PURPOSE OF AGREEMENT ..... 1

ARTICLE II DEFINITION OF SUPERVISORY EMPLOYEE ..... 1

ARTICLE III RECOGNITION ..... 1

ARTICLE IV HOURS OF WORK ..... 1

ARTICLE V HOLIDAYS ..... 2

ARTICLE VI VACATIONS ..... 3

ARTICLE VII SICK LEAVE ..... 3

ARTICLE VIII LEAVE OF ABSENCE ..... 5

ARTICLE IX VACANCIES AND NEWLY CREATED POSITIONS ..... 12

ARTICLE X DISCIPLINE ..... 12

ARTICLE XI GRIEVANCE PROCEDURE ..... 14

ARTICLE XII EMPLOYER AUTHORITY ..... 16

ARTICLE XIII INSURANCE COVERAGE OF REGULAR EMPLOYEES ..... 16

ARTICLE XIV SCHEDULE OF WAGE RATES ..... 20

ARTICLE XV NO STRIKE ..... 21

ARTICLE XVI COMPLETE AGREEMENT AND WAIVER OF BARGAINING ..... 22

ARTICLE XVII SAVINGS CLAUSE ..... 22

ARTICLE XVIII TRAINING ..... 22

ARTICLE XIX UNIT SECURITY ..... 23

ARTICLE XX PROBATIONARY PERIOD ..... 23

ARTICLE XXI DURATION OF AGREEMENT ..... 23

Appendix A Schedule of Wages .....25

## AGREEMENT

This Agreement, effective the first day of January, 2016 and to continue for two (2) years (24 months) 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 the Pine County Road and Bridge Supervisors Unit, hereinafter referred to as the Unit.

### 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 hereto.

### ARTICLE II

#### DEFINITIONS OF SUPERVISORY EMPLOYEE

Section A. The term "supervisory employee," as used in this Agreement, shall mean any employee who has been employed by the County Board or appointed to work for the Pine County Road and Bridge Department as an authorized Supervisory Employee.

Section B. Probationary Period. All new employees shall serve a six- (6) month probationary period.

### ARTICLE III

#### RECOGNITION

Section A. The Employer recognizes the Pine County Road and Bridge Supervisory Unit as the exclusive representative for collective bargaining purposes of all supervisory employees of Pine County, Minnesota, in the Road and Bridge Department in the Unit certified by the BMS dated June 24, 1985.

### ARTICLE IV

#### 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. At the discretion of the Department Head, an employee may have an alternate workday or flexible schedule.

Section B. In the event, an employee wishes to terminate his/her employment he/she shall be required to give two (2) weeks written notice to the County Engineer.

Section C. Whenever an employee is terminated from service for any cause, he/she 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 him/her during the period of employment. This does not include accumulated sick leave (see Article VII). Any accumulated vacation, holiday pay, etc., shall be paid in cash as specified and shall not change the retirement date of such employees.

**ARTICLE V**

HOLIDAYS

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

New Year's Day	Independence Day	Veteran's Day
President's Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving	Christmas Eve Day
Christmas	Memorial Day	

Employees may take Good Friday afternoon off, and use accrued vacation time, to attend church service.

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

Section C. 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.

**ARTICLE VI**

VACATIONS

Section A.

All full-time employees shall earn vacation with pay based on the following table:

Commencing 0- 4 years of service	1.00 day per month; 12 days per year
Commencing 5- 9 years of service	1.25 days per month; 15 days per year
Commencing 10- 14 years of service	1.50 days per month; 18 days per year
Commencing 15- 19 years of service	1.75 day per month; 21 days per year
Commencing 20+ years of service	2.50 days per month; 30 days per year

Vacation shall accumulate throughout the year, with the maximum of 30 days accumulation as of August 1 of each year. Any employee can accumulate more than 30 days of vacation during the year, but on August 1 of each year, any vacation in excess of 30 days will be considered lost and removed from the accrual sheet.

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 the vacation time when an agreement cannot be reached among the employees.

Section D. The Department Head can designate a vacation within four (4) days of the thirty (30) day maximum, depending on future workload.

Section E. Vacation Buy Out

When vacation accrues to 24 days, (192 hours), an employee may cash out up to 10 days; 80 hours, twice per year. The cash out may be taken as pay, or placed into the employees Health Care Savings Account (HCSA). If the Cadillac Tax is triggered by this provision of the Collective Bargaining Agreement the Employer and the Union will meet and confer to develop a MOU to avoid trigger the Cadillac Tax.

**ARTICLE VII**

SICK LEAVE

Section A. All full-time and part-time employees in Pine County shall be entitled to accumulate sick leave at the rate of one (1) working day for each completed month of

service. No paid sick leave shall be used during the first six-month probationary period for new employees. However, sick leave will begin accruing at the date of hire. Sick leave will be granted for actual sickness, temporary physical disability and quarantine of

the County employee or to care for a member of the employee's immediate family (child, spouse or parent). Sick leave may also be used to attend medical or dental appointments or to transport a family member to such appointment. The employee's department head must approve all use of sick leave.

Sick leave shall accrue to a total of one hundred (100) days.

Section B. If an employee shall receive an on-the-job injury and have accrued benefits under either sick leave or vacation plan, the Employer shall pay the difference between the compensation received by the employee and his regular hourly or monthly rate, the same to be deducted from the accrued vacation or sick leave credit. It is understood that the additional payments made to the employee over and above that paid by Worker's Compensation shall not exceed the amount of credit, which an employee is entitled to from the accrued vacation or sick leave credits.

Section C. The Employer will pay for all physical examinations if required by the Employer or by any State rules and regulations.

Section D. Sick leave earned in excess of one hundred (100) days shall be banked at the rate of four (4) hours banked for every eight- (8) hours of regular sick leave. This bank may be used in the case of catastrophic illness or injury when all other sick leave is exhausted.

Section E. 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 35% of all unused sick leave hours up to 800 hours. (ex. 600 hrs= 210 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 F. Personal Days:

Four (4) personal days shall be granted each calendar year with non-accruing status to full time employees to be used anytime during the course of the year, upon receiving them. Personal days shall be granted January 1. All full time employees currently employed on these dates shall receive the personal days, based on their regular hours of work. The scheduling of these personal days is accomplished in the same fashion as vacation time. Personal Days may NOT be cashed out upon earning them. If personal days are not used by the last pay period in November of the contract, they will be deposited into the employee's post-retirement health care savings account by January 31<sup>st</sup> of the following year.

## ARTICLE VIII

### LEAVE OF ABSENCE

#### **8.0 Medical Allowance and Use:**

##### **a. Causes for Granting Leave:**

Leave shall be granted only for benefit eligible employees for absence from duty because of personal illness, legal quarantine, injury, or death or illness in the immediate family. Immediate family for death shall be defined as the employee's spouse, children, parents, grandparents, siblings, or any member of the employee's household. It shall also include the employee's spouse's children, parents, grandparents, or siblings. Immediate family for illness shall be defined as the employee's spouse, children, parents, or any members of the employee's household, related by blood or marriage. Absences of more than three (3) consecutive working days due to injury must be accompanied by a physician certification of restrictions or limitations that may allow an employee to perform modified duty.

##### **b. Notification of Need for Medical Leave:**

When an employee needs to use sick leave due to illness or other medical leave and has not completed a "Request for Paid Time Off" form, the employee shall notify the person designated as department head at least one half hour prior to the time the employee should report to work, except in case of emergency. Failure of an employee to notify the designated person within the time prescribed may cause the employee to lose the right to have the time off designated as sick leave.

##### **c. Physician's Certificate:**

After three consecutive days of sick, due to a medical illness, the Department Head may require a certificate from the employee's physician verifying the need for sick leave to be taken. The Department Head may also request the employee to furnish a physician's certificate regarding the employee's ability to perform the essential functions of the employee's position and providing any work restrictions if there appears to be a chronic case of absences, either consecutive or nonconsecutive, attributable to a medical condition as reported by the employee.

### **8.1 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, parents (step and biological), grandchildren, grandparents, father-in-law, mother-in-law, or ward of the employee's household. An employee may use vacation time for time off after the three (3) days with the approval of the supervisor.

### **8.2 Military Leave**

Every employee shall be entitled to military leave as provided by state and federal law including Minnesota Statute § 19.26, Minnesota Statute §192.261, USERRA, 38 U.S.C. §4301 and the Family Medical Leave Act (FMLA) 29 U.S.C. §2601 et. seq.

### **8.3 Other Types of Leaves of Absence**

#### **a. 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.

**b. Election Judge:**

An individual who is selected to serve as an election judge pursuant to Minnesota Statute §204B.21, subdivision 2 may, after providing the employee's Department Head with at least 20 days written notice, be absent for the purpose of serving as an election judge. The written request to be absent from work must be accompanied by a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve.

**c. 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.

**d. Bone Marrow or Organ Donations:**

Leave for bone marrow or organ donations will be granted in accordance with Minn. Stat. § 181.945 and Minn. Stat. §181.9456.

**8.4 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 accrued vacation time and banked sick leave until the combination of vacation time/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 vacation/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 Department Head/Human Resources in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

## **8.5 Family/Medical Leave**

### **a. 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.

### **b. 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.

### **c. Other Leave Must be Used First**

The County requires the employee to use accrued vacation, sick leave (as appropriate) until the employee has exhausted all but 40 hours or less of the combination of vacation/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 and vacation before going into an unpaid status. When an employee has used all but 40 hours or less of accrued vacation/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.

**d. 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 11.8 of this policy.

**e. 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 (1<sup>st</sup>) 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 including vacation.

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.

**f. 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.

**g. 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 physicians 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 child.

*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."

**h. 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 possible.

**8.6 Request for Other Leave of Absence without Pay**

Any employee who has 40 hours or less of paid time or who has no vacation or 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 8.7 of these policies. 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.

**a. 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 employees Department Head and the Pine County Board of Commissioners and shall be granted only when deemed to be in the best interest of the County.

**b. 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 and sick leave shall not be earned or paid during an approved leave of absence without pay or while employee is in an unpaid status.

1. 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.

**c. 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**

**VACANCIES AND NEWLY CREATED POSITIONS**

Section A. The Employer is committed to hiring the most qualified candidates for county service. If all other job relevant qualifications are equal, the most senior applicant shall receive a promotion. Job vacancies shall be posted in the unit.

Section B. When vacancies occur within the bargaining unit or when new positions are created within the bargaining unit, notices of such vacancies or new positions shall be posted within the department. Within seven (7) days of the posting, any employee wishing to be considered for such vacancy or new position shall apply, in writing, to the Employer.

**ARTICLE X**

**DISCIPLINE**

Section A. The Employer will discipline employees for just cause only. The discipline will be given in response to the seriousness of the violation. The County shall practice the philosophy of progressive discipline where practicable. The levels of discipline will be in one or more of the following forms:

1. Informal oral discussion;
2. Formal Oral reprimand;
3. Written reprimand;
4. Suspension;
5. Demotion; or

6. Discharge

Section B. Formal Oral Reprimands shall be documented in writing. The document

shall state the reasons for the reprimand, the expectations to be met, and that future like actions may result in further disciplinary action. The document will be kept in the Employee's performance file.

Section C. The suspension, demotion, or termination of an employee who has successfully completed the required probationary period may be grieved in accordance with the grievance procedure outlined in Article XI of this Agreement.

Section D. An employee may view his/her personnel file at reasonable times and under the supervision and in accordance with the human resource/personnel policies established. Employees shall also be able to view the performance file kept by either the supervisor or department head at reasonable times and under the supervision of the supervisor or department head.

An employee who disagrees with documents in his/her official personnel file may request in writing to have the contents of the file removed or modified. This shall be made to the County Coordinator. The County Coordinator shall respond to the request in writing within ten (10) working days of receipt of the request. The response will indicate their determination and the reasons for such determination. If the employee wishes, he/she may prepare a written explanation regarding documentation in the official personnel file. This shall be placed in the file and made available to those requesting to see the file, excluding private data covered under the Data Practice Act.

Section E. Employees may be subject to disciplinary action for one or more of the following: (this is not meant to be an exhaustive list and may include other situations as well): working under the influence of alcohol or drugs; theft; submitting false time sheets, claims, vouchers, reports, etc., using the position for personal gain or for the gain of a family member or friend; negligence which results in the destruction or damage of County property or equipment; harassment of other employees, clients, or customers; poor performance; abuse of sick or other leaves; violation of County or department rules, policies, or procedures.

Section F. All notices of discharge shall be presented to the employee and be in writing providing the reasons for the discharge, the date the discharge is effective and the date which County property is to be returned.

Section G. In the event a general layoff is contemplated, the Employer agrees to call in the Unit and to discuss the situation with them before any action is taken.

## **ARTICLE XI**

### GRIEVANCE PROCEDURE

Section A. Definition of Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section B. Processing a Grievance: It is recognized and accepted by the Unit and the Employer that the processing of a grievance hereinafter provided 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 and the Unit representatives shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Unit representative have notified and received the approval of the County Engineer or his designee who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section C. Procedure: Grievances shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days, after such alleged violation has occurred, present such grievance in writing to the County Engineer. 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 County Engineer will discuss and give, in writing an answer to such Step 1 grievance within ten (10) working days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer-designated representative's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Unit within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Unit and discussed with the County Administrator. 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 2 grievance. The County Administrator shall prepare a written response to the grievance

either supporting or denying the grievance. Such will be discussed with the County Board however in no case shall it be longer than ten (10) working days from receipt of the Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) working days following the Employer's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within five (5) working days, after receipt of the answer (or after the answer is due), shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Unit shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board, except the list of arbitrators for selection shall be obtained from the Bureau of Mediation Services.

Section D. Arbitrator's Authority: The arbitrator shall not have the 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 issues (s) submitted in writing by the Employer and the Unit and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the 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 Unit 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. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Unit, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.

Section E. Waiver: 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 Unit may elect to treat the grievance as denied and move the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Unit in each step.

## **ARTICLE XII**

### EMPLOYER AUTHORITY

Section A. The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to transfer personnel for just cause, to contract with vendors and others for goods and/or services; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Section B. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate. This includes, but is not limited to,

County Vacation Donation Program Policy to control leave donation for other employees;

Employees must comply with the County Dress Code Policy; and

Leave provisions to be conformed to new County Leave Policy except to the extent that the policy is not consistent with negotiated terms and conditions of employment currently in the Agreement

Section C. The Employer retains the right to subcontract work performed by members of the unit. The Employer agrees to provide at least 20 days written notice to the Unit and to meet and confer regarding the impact of such subcontracting prior to implementing.

## **ARTICLE XIII.**

### MEDICAL INSURANCE COVERAGE

Section A. Employees who qualify for benefits of the Pine County Health Plans shall be entitled to insurance coverage as specified in the Plans with the following contribution levels:

**Comprehensive Major Medical- CMM (both plans):**

The monthly Employer contribution to single coverage for the Comprehensive Major Medical Plan (CMM) shall be \$684 for 2016 and for 2017 the dollar amount equal to the single premium for the 1500/ 4000 CMM plan.

The monthly Employer contribution to family coverage of the Comprehensive Major Medical Plan (CMM) shall be \$1,328.15 for 2016 and for 2017 \$1,328<sup>15</sup> plus 65% of the dollar amount of any 2017 premium increase for family coverage for the 1500/ 4000 CMM plan.



**Blue Cross Blue Shield -VEBA:**

In 2016, the total Employer contributions to the premium plus the VEBA savings account for single coverage of the VEBA Plan shall equal \$684 per month and for 2017 shall equal \$684 per month or the dollar amount equal to the single premium for the 1500/ 4000 CMM plan, whichever is greater. Contributions into the VEBA savings account shall be made at the beginning of the year.

The total Employer contributions to the premium plus the VEBA savings account for family coverage of the VEBA Plan shall equal \$1,328.15 per month for 2016~~17~~ and for 2017~~15~~ shall equal \$1,328.15 per month plus 65% of the dollar amount of any 2017 premium increase to the family coverage for the 1500/ 4000 CMM plan. Contributions into the VEBA savings account shall be made at the beginning of the year.

MEDICAL INSURANCE COVERAGE OF RETIREES:

Section B. The Employer will provide group health insurance coverage to eligible bargaining unit members who retire from County service, in accordance with the following program and M.S. Ch 489 Sub. 3.

- A. Unit members who retire prior to March 1, 2000, or members who are already retired, shall continue to receive group health insurance benefits from the County as provided and administered when they retired. The Employer shall cap the contribution made toward the coverage of this benefit at the amount the retiree received for the year 2000. Any future increases in the premium for this group, shall be the responsibility of the retiree.
  
- B. Existing, eligible -as defined herein-, unit members shall be afforded the following options.
  - 1. The Employee may choose to receive a one-time, lump sum payment of \$4,000. If this option is taken, the employee shall waive all rights to any retirement benefits.
  - Or
  - 2. The Employee may choose to retain retirement health insurance provided by the County under the terms provided for herein.

Eligible Employees:

- A. An eligible employee is one who is currently retired or who was hired prior to March 1, 1986 and a member of this unit prior to January 1, 2000.<sup>1</sup>

The retiree must be sixty-two (62) years old. If the retiree is less than sixty-two (62) years old, he/she may participate in the County's 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 other qualifications are met. Roger Larson is the exception to this provision. If he retires prior to March 1, 2000, he will be eligible to receive the benefits provided to existing retirees as provided for under the terms of this agreement. If he does not retire prior to March 1, 2000, he shall be subject to the options provided other existing unit members.

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1. Eligible active members shall include only the following: Todd Lindstrom.

Benefits:

- A. A retiree between the age of 62 and 65 with at least ten (10) years of continuous service with Pine County, the Employer will contribute towards the cost of "managed care" as defined in the Pine County Health Plan an amount equal to single coverage.
- B. A retiree between the age of 62 and 65 with at least twenty (20) years of continuous service with Pine County<sup>2</sup>, the Employer will contribute towards the cost of "Managed Care" as defined in the Pine County Health Plan an amount equal to single coverage and 60% of the difference of single coverage and family coverage for "Managed Care".
- C. 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. Such participation shall be at the cost of the retiree.
- D. When the retiree turns sixty-five (65), he/she must enroll in Medicare Part A and Medicare Part B. The Employer shall provide Medicare supplemental II coverage as it is defined in the County's Health Care Plan. The Employers contribution shall be based on the Medicare Supplement II Premium and be provided using the formula in paragraph A or B, which ever applies.

TERMS :

- A. The retiree, by accepting benefits under this program, waives his/her right under Minn. Stat. Sec. 471.616 (1986) 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.
- B. The retiree is responsible for the payment of any additional amounts required for insurance coverage and not paid for by this program.

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<sup>2</sup> It is specifically recognized by both parties that Don Henkel shall be eligible for benefits under this section if he has at least fifteen years of service on the date that he retires.

This section applies those eligible active members who do not retire before 3/1/00. See footnote number 1, page 18, for eligible active members.

C. 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.

Section D. Group term life insurance benefits shall be \$30,000.

## **ARTICLE XIV**

### SCHEDULE OF WAGE RATES

Section A. All employees covered by this Agreement shall be compensated in accordance with Appendix "A", which is attached hereto and made part of this Agreement.

Effective January 1, 2016 employees shall receive a 1.5% COLA and a 3% market Adjustment.

Effective January 1, 2017 employees shall receive a 1.5% COLA and a 1.5% market adjustment.

Section B. Any employee who is required to work in excess of his 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 ½) times the number of hours worked.

Section C. Employees will be eligible for an increase on their anniversary date. Employees who have reached step 5 will be eligible for an increase, based on performance, following a review with the County Engineer. An employee cannot exceed the scale by way of a performance adjustment. Those employees, who are in the performance range, and eligible, shall not receive an adjustment until their respective anniversary date. All adjustments provided for in Appendix A shall be applied to the schedule.

The performance pay range is calculated on a percentage increase of one's hourly rate of pay, not including overtime hours. The range is as follows:

Fully Competent	1.0% - 3.4%
Exceed Expectations	3.5% - 6.0%
Significantly Exceed Expectations	6.1% - 7.0%

#### Section D. Personal Protective Equipment

All shop and field employees shall wear heavy-duty safety boots. This protective footwear shall comply with OSHA Standard 1910.136 and ANZI Z41-1991 Standard. The County shall provide up to \$175.00 per year toward the purchase of heavy-duty safety boots and the appropriate footwear for chain saw operation. 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.

**ARTICLE XV**

**NO STRIKE**

Section A. The unit agrees that during the life of this Agreement neither the unit, its officers, or agents, or any of the employees covered by the Agreement will cause, encourage, participate in, or support any strike, slowdown, mass absenteeism, mass resignation, or other interruption of, or interference with, the operation of the Department. In the event that an employee violates this Article, the Unit shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any employee who violates any of the provisions of this Article may be discharged or otherwise disciplined.

**ARTICLE XVI**

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section A. This Agreement shall represent the complete Agreement between the Road & Bridge Supervisors Bargaining Unit and the Employer.

Section B. The parties acknowledge during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Unit, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XVII**

SAVINGS CLAUSE

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

**ARTICLE XVIII**

TRAINING

Section A. If an employee is required, by the County Engineer, to attend a class, seminar or meeting to maintain his or her job capabilities, or to improve on those capabilities to the County's benefit, the full-time spent away from the regular place of employment is considered to be part of the regular workday. Exceptions are normal home to workplace travel time, breaks not normally allowed, time spent at lunch and time added for overnight stays associated with multi-day events.

Section B. The above policy does not cover voluntary classes, seminars or meetings, which are not critical for a person's employment. The Engineer shall determine the decision of applicability.

## **ARTICLE XIX**

### UNIT SECURITY

Section A. In recognition of the Unit as the exclusive representative, the Employer shall deduct each month an amount sufficient to provide the payment of regular dues established by the Unit from the wages of all employees authorizing, in writing, such deduction in a form agreed upon by the Employer and the Union.

Section B. The Unit agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgment 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 XX**

### PROBATIONARY PERIOD

Section A. All newly hired employees shall undergo a probationary period as defined in Article II Section B of this Agreement.

Section B. The employer, at its sole discretion, may discipline and/or discharge a probationary employee at any time during this probationary period. Such action shall not cause a breach of this agreement or be eligible for grievance as provided in Article XI of this agreement.

Section C. Employees transferred or promoted to a new position shall serve a six- (6) month trial period. The employer may return a trial period employee to a position in his/her former classification and to his/her previous rate of pay.

Section D. A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her previous rate of pay.

## **ARTICLE XXI**

### DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue in full force and effect from January 1, 2016 until 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 new settlement has been reached.

COUNTY OF PINE

PINE COUNTY ROAD AND BRIDGE  
SUPERVISORY EMPLOYEES

Board Chairman

President



Dated: 12-22-15

Dated: \_\_\_\_\_

Attest:



County Administrator

## Appendix A

### 2016 Salary Scale

Grade	Step 1 - 13	Step 2 - 13	Step 3 - 13	Step 4 - 13	Step 5 - 13	Perf Max - 13
B31	18.64	20.14	21.06	21.97	22.81	25.86
B32	19.59	21.26	22.32	23.44	24.54	26.91
C41	20.63	22.34	23.53	24.66	25.81	29.11
C42	21.45	23.25	24.46	25.66	26.84	30.11
C43	22.28	24.11	25.37	26.62	27.84	31.29
C51	23.93	25.79	27.89	29.34	30.71	34.46
C52	25.76	27.77	29.18	30.66	32.11	35.84

### 2017 Salary Scale

B31	19.20	20.75	21.70	22.63	23.50	26.64
B32	20.18	21.90	22.99	24.15	25.28	27.72
C41	21.25	23.02	24.24	25.41	26.59	29.99
C42	22.10	23.95	25.20	26.43	27.65	31.02
C43	22.95	24.84	26.14	27.43	28.68	32.24
C51	24.65	26.57	28.73	30.23	31.64	35.50
C52	26.54	28.61	30.06	31.59	33.08	36.93

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**C41: Fleet Supervisor, Hwy Maint Supv, Tech Supv/CADD Specialist**

**C42: Right-of-Way Manager**

C41

Eiffler/Eddie R., Roberts/David D, Booker/Todd,  
Clementson/Terry

C42

Lindstrom/Todd J.

