

**LABOR AGREEMENT
2019-2020**

between

**POPE COUNTY
BOARD OF COMMISSIONERS**

and

**THE POPE COUNTY
HIGHWAY EMPLOYEES COUNCIL**

**Representing
HIGHWAY DEPARTMENT EMPLOYEES**

Effective January 1, 2019 through December 31, 2020

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LABOR AGREEMENT
between
POPE COUNTY BOARD OF COMMISSIONERS
and
THE POPE COUNTY HIGHWAY EMPLOYEES COUNCIL
(Highway Department Employees)

ARTICLE I: PURPOSE

This Agreement is entered into effective January 1, 2019 between the Pope County Board of Commissioners, hereinafter referred to as the EMPLOYER, and The Pope County Highway Employees Council, hereinafter referred to as the COUNCIL. The intent and purpose of this Agreement is to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement on terms and conditions of employment for the duration of this Agreement.

ARTICLE II: RECOGNITION

- 2.1 The Employer recognizes the Council as the exclusive representative for Employees in the following bargaining unit:

All Employees of the Pope County Highway Department, excluding the County Engineer and all other Employees as certified by the Bureau of Mediation Services dated November 3, 1972 or amended, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14; excluding all other employees.

- 2.2 In the event that the Employer and the Council are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue will be submitted to the Bureau of Mediation Services for determination.
- 2.3 Except through the certified representative, the Employer shall not enter into any agreement(s) with Employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.
- 2.4 The Employer and the Council agree that there shall be no discrimination by the Employer or the Council against Employees because of Council membership or non-membership, race, creed, color, sex, religious beliefs, political beliefs and/or affiliation, national origin, sexual orientation, place of residence, disability, marital status, status with regard to public assistance, pregnancy or age.

ARTICLE III: DEFINITIONS

- 3.1 ANNIVERSARY DATES: Also known as the start date, this date shall be the first date of employment with the Employer and shall be used in determining benefits. Unless otherwise provided by law, the new Anniversary Date following an unpaid leave of absence of more than thirty (30) days shall be determined upon completion of two thousand and eighty (2,080) working hours from the last Anniversary Date. The classification Anniversary Date following a Promotion or Demotion shall be the effective date of the Promotion or Demotion and shall be used in determining step increases. The Anniversary Dates for regular Part-Time Employees shall be the completion of two thousand and eighty (2,080) working hours from the last Anniversary Date. The calculation of these hours does not include Overtime, but does include any compensable time or leave.
- 3.2 BASE RATE OF PAY (for purposes of calculating overtime): Hourly rate of pay for the Employee including longevity pay.
- 3.3 COUNCIL: The Pope County Highway Employees Council
- 3.4 EMPLOYEE: Member of the bargaining unit as defined in Article II, Section 2.1.
- 3.5 EMPLOYER: Pope County, its Board of Commissioners, or its authorized representative.
- 3.6 FULL-TIME EMPLOYEE: Employee who has completed the probationary period and is regularly scheduled to work thirty (30) hours per week and is a member of the bargaining unit as defined in Article II, Section 2.1.
- 3.7 PART-TIME EMPLOYEE: An Employee who works less than thirty (30) hours per week and is a member of the bargaining unit as defined in Article II, Section 2.1.

ARTICLE IV: EMPLOYER SECURITY

- 4.1 The Council, its officers and the covered Employees agree that they will not engage in, encourage, sanction, support or suggest any strike and they agree that they will not withhold in whole or in part the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended. In the event of a violation of this Article, the Council shall join with the Employer to warn Employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

ARTICLE V: EMPLOYER AUTHORITY

- 5.1 The Employer retains the right to perform any inherent managerial function not limited by this Agreement, including the right to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to establish the number of positions in the County; to select, direct, transfer and define appropriate discipline of Employees; and to perform all other managerial functions, duties and responsibilities.

- 5.2 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.
- 5.3 The Council recognizes that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives, and orders issued by the Employer, providing that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

ARTICLE VI: COUNCIL SECURITY

- 6.1 For each Employee who authorizes it in writing, the Employer shall deduct legal Council membership deductions biweekly, and shall remit such deductions to the duly designated officer of the Council within seven (7) calendar days after the dates of the payroll deductions.
- 6.2 The Council may designate an Employee from the bargaining unit to act as a Council steward and another Employee to act as an alternate Council steward. The Council shall inform the Employer in writing of the Employees designated and of any changes in such designation.
- 6.3 The Employer shall make space available on the Highway Department bulletin board for posting of official Council notices and announcements.
- 6.4 The Employer agrees that on the Employer's premises and without loss of pay, the Council steward shall be allowed to post official Council notices; transmit communication authorized by the Council or its officers under the terms of this Agreement; to consult with the Employer, their representative, Council officers or the Council representative concerning the enforcement of any provision of this Agreement, so long as such action does not interfere with regular Employee duties. The Council shall not take Employees from the performance of their assigned responsibilities without prior written approval of the Employer's designated representative. Such written approval shall be filed with the County Engineer.
- 6.5 The Employer recognizes that the Council steward is authorized to perform and discharge the duties and responsibilities which are assigned to him/her under the terms of the Agreement. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against the Council steward because of the performance of such duties.
- 6.6 The Council steward, or the Employee making a grievance report, shall not lose pay while handling a grievance. The time spent handling the grievance should not exceed one (1) hour per day.
- 6.7 The Employer agrees that the Council's negotiating committee shall not suffer any loss of pay for time spent in contract negotiation meetings with the Employer that are held during normal work hours. The Council agrees to limit the negotiating committee to three (3) members. Committee members shall notify their supervisor prior to scheduled meetings.
- 6.8 The Council 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 provision of this Article.

ARTICLE VII: EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 Definition of a 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.

7.2 Council Representative

The Employer will recognize a representative designated by the Council as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Council shall notify the Employer in writing of the name of such Council representative and of their successor when so designated as provided by Section 6.2 of this Agreement.

7.3 Processing of a Grievance

The aggrieved Employee and a Council representative shall be allowed sufficient time during normal working hours, without loss of pay, to both investigate and present a grievance to the Employer, provided that the Employee and the Council representative have notified and received the approval of the designated supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. Such written approval shall be filed with the County Engineer prior to the investigation.

7.4 Grievance Procedure

Grievances, as defined by Section 7.1, 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) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor. The Employee's supervisor will attempt to resolve the matter and respond to the Council steward within ten (10) calendar days.

STEP 2: 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 the Agreement allegedly violated and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing in Step 2 by the Council within ten (10) calendar days shall be considered waived. If appealed, the written grievance shall be presented by the Council, and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Council the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Council within ten (10) calendar days shall be considered waived.

STEP 3: If appealed, the written grievance shall be presented by the Council to the Coordinator, or the Coordinator's designee, to be discussed with the County Board. The Coordinator, or his/her designee, shall give the Employee the Employer's answer in writing within three (3) calendar days following the first regularly scheduled Board meeting after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Coordinator's, or his/her designee, final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Council within ten (10) calendar days shall be considered waived.

STEP 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Council 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 Bureau of Mediation Services.

7.5 Arbitrator's Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Council, 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 of the application of laws, rules, or regulations having the force and effect of law.

7.6 Arbitrator's Decision

The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Council 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.

7.7 Arbitrator's Fees

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Council, provided that each party shall be responsible for compensating its own representative 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 record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.8 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 Council may elect to treat the grievance as denied and proceed to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Council.

ARTICLE VIII: PROBATIONARY PERIODS, SENIORITY, AND DISCIPLINE

8.1 Probationary Period

- All newly hired Employees or rehired Employees shall serve a probationary period based on 1040 regularly scheduled hours, which can be extended for cause for an additional 1040 regularly scheduled hours, during which time they may be terminated at the sole discretion of the Employer.
- Upon completion of the probationary period, Employees shall become regular Employees within the meaning of this Agreement.
- All Employees promoted, demoted or reassigned to a new position shall be on probation for three (3) months, which may be extended for an additional three (3) months during which time the Employee may be returned to their former position at the sole discretion of the Employer, but without change to their classification anniversary date. Within thirty (30)

days of an existing Employee's promotion, demotion, or reassignment, the Employee's supervisor shall review the Employee's performance in the new position. After such a review, but within thirty (30) days of the promotion, demotion, or reassignment, the Employee shall have the right to elect to return to the Employee's former position.

8.2 Seniority

Seniority will be based on the total number of hours of employment with the Employer and shall be used in determining Employee benefits. Hours worked in excess of two thousand eighty (2080) in a calendar year by Employees will not be included in the calculation of an Employee's seniority or classification seniority as defined in the definition of anniversary date. Likewise, any overtime hours will be excluded from the calculation of seniority.

8.3 Interruptions in Seniority

An Employee's seniority shall be interrupted only by an unpaid leave of absence of more than thirty (30) days, or separation because of resignation, discharge, failure to return to work upon expiration of a leave of absence, failure to respond to a recall from layoff, death, or retirement.

8.4 Seniority List

The Employer shall update the seniority list annually and post such list on the Council bulletin board. Employees shall have thirty (30) days from the date the list is posted to notify the Employer of any disagreements over the seniority list. The seniority list shall indicate Employees' total number of hours of employment as well as classification seniority.

8.5 Layoff

The word "lay-off" shall mean a reduction in the working force due to a decrease of work, or to a reduction in the working force due to economic reasons as determined by the Employer.

8.6 Seniority Rights

Except in those instances where senior Employees are not qualified to perform remaining work, seniority shall determine the order of:

- *Promotions and Vacancies:* The Employer is committed to hiring the most qualified candidates for Employer service. The Employer retains the right to accept applications for all bargaining unit positions from both within and outside the bargaining unit. If all other job relevant qualifications are equal the most senior bargaining unit Employee shall receive a promotion. If the Employer determines it necessary to bypass the senior applicant, the reason shall be given to the Employee in writing.
- *Layoff:* Which shall be by inverse seniority within each job classification provided all part-time, probationary and temporary Employees are laid off first. An Employee about to be laid off shall have the right to bump (displace) and Employee with less seniority in an equal or lower paying classification provided the Employee who is exercising bumping rights is qualified to perform the duties of the position into which he/she is bumping and he/she has greater seniority than the Employee who is to be bumped.
- *Recall from Layoff:* Which shall be by inverse order of layoff, provided that if an Employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the Employee and the Employer, he/she shall automatically have

terminated his/her employment. Regular employees shall retain recall rights to their positions, following layoff, for a period of six (6) months.

- *Transfers:* An Employee who is covered by this Agreement and who is subsequently transferred to a position not covered by this Agreement shall retain established seniority in their prior classification.

8.7 Notice of Layoff and Recall

Except in instances over which the Employer has no control, the Employer shall issue written notice to affected Employees thirty (30) calendar days in advance of layoff or recall from layoff. Recall notification shall be by registered or certified mail to the Employee's last known address.

8.8 Posting Vacancies or New Position

Any vacancy or newly created position shall be posted and advertised on a bulletin board designated by the Employer and on any Council bulletin board for at least seven (7) calendar days. Concurrently, advertisements may be placed in appropriate newspapers and/or professional, technical or employment publications as well as the Employer's website. Reasonable efforts shall be made to notify any eligible Employee(s) from the Highway Department who are on compensated leave or an approved unpaid leave at the time of the posting. Reasonable effort is county email, bulletin boards, and website.

The Employer will not be obligated to consider a request for a promotion or lateral transfer from an Employee who has not submitted a request in writing to the Employer on or before the seventh (7th) calendar day the job is posted.

8.9 Purpose of Discipline

The purpose of disciplinary action is to correct rather than punish. The Employer will only discipline Employees for just cause. Disciplinary action shall be progressive and follow the steps listed below:

- Oral Reprimand
- Written Reprimand
- Suspension
- Demotion (optional)
- Discharge

In cases of gross misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension, demotion, or discharge.

8.10 Council Steward Present at Questioning

Employees will not be questioned concerning an investigation that may result in disciplinary action unless the Employee has been given an opportunity to have a Council steward present at such questioning.

8.11 Written Record of Disciplinary Actions

A written record of all disciplinary actions shall be entered into the Employee's personnel record. All disciplinary entries in the personnel record shall state the corrective action expected of the Employee. Employees shall receive a copy of all evaluative and disciplinary entries into their personnel record and shall be entitled to have the Employee's written response therein. Any subject matter submitted by the Employer into the Employee's personnel record which would be detrimental to the Employee's future promotion, transfer, present or future employment, shall be