



LABOR AGREEMENT

BETWEEN

MILLE LACS COUNTY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49. AFL-CIO

January 1, 2017 through December 31, 2019

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**AGREEMENT
MILLE LACS COUNTY
and the
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 49**

**ARTICLE I
RECOGNITION**

Section 1. The Mille Lacs County Board of Mille Lacs County, Minnesota, hereby agrees to recognize the International Union of Operating Engineers, Local No. 49, as bargaining representative of employees in the Road and Bridge Department, excluding supervisors and/or professional employees.

**ARTICLE II
MANAGEMENT RIGHTS**

Section 1. The Employer retains the right to operate and manage all labor facilities and equipment; to establish functions and programs; to set up and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select and determine the number of personnel; and to perform any inherent managerial functions not specifically limited by this Agreement.

Section 2. Contracting Out. Nothing in this Agreement shall restrict the Employer from contracting out bargaining unit work. In the event such contracting out results in the layoff of bargaining unit employees, layoffs shall be in accordance with Article III, Seniority.

**ARTICLE III
SENIORITY**

Section 1. A policy of seniority shall be formulated for use related to layoffs and promotions that will give permanent employees with longer periods of service an opportunity for promotion, and also give all employees a feeling of security, County-wide.

Section 2. Any employee during the probationary period, which will be a minimum of six (6) months, may be terminated at the discretion of the Employer, without such discharge being a violation of this Agreement or constituting a grievance hereunder. Full-time and permanent part-time employees shall, during their probationary period, accumulate sick leave and vacation as provided by the terms of this Agreement. However, during the probationary period, the newly-hired employee may not use accumulated vacation.

The probationary period for part-time employees is six (6) months. If the performance appraisal is unsatisfactory prior to the end of the six (6) month probationary period, the department head has the option of extending the probationary period up to the equivalent of 1040 hours.

All promotional appointments to a job position shall serve a probationary period of six (6) consecutive months, and, upon successful completion of such probationary period, their seniority in

their prior work classification shall be retained and continue to accrue. Any approved absence from service ten (10) working days or less during the probationary period shall not be deducted as part of the probationary period.

A permanent employee who is promoted, upon promotion, shall be paid the salary within the classification to which he/she has been promoted that is higher than the employee's prior salary.

The employee shall then serve a promotional probationary period of six (6) months of work to determine his/her ability to perform the job and his/her desire to remain on the job. During this promotional period, the employee shall have the right to revert to his/her former classification and salary. If the employee is unsatisfactory in the new position, the Employer shall have the right to return the employee to his/her former classification and salary, provided notice and reason are submitted to the employee in writing by the Employer.

Upon completion of the promotional probationary period, the employee shall receive a one-step salary increase.

Section 3. There shall be a seniority list established which shall include the Maintenance Department based on their original date of hire, County-wide.

Section 4. In the event of lay-off due to lack of work, permanent employees with least seniority shall be the first to be laid off, and in the event of rehire, the last employee laid off shall be the first to be rehired County-wide.

Section 5. In the event of a job opening, the job shall be announced by bulletin for five (5) days. Principles of seniority will prevail when all other qualifications are equal as determined by the County Highway Maintenance Superintendent.

Section 6. Permanent employees shall not be reduced in pay scale when assigned work of a lower classification. Employees performing work of a higher pay classification shall receive the wage scale prevailing for the higher classification according to Article XI, Section 3, only if qualified in the opinion of the Highway Maintenance Superintendent.

Section 7. No permanent employee shall be laid off out of turn on the seniority list within the County, or sent home, while temporary employees are working.

ARTICLE IV **GRIEVANCE PROCEDURE**

Section 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 the contract. It is specifically understood that any matters governed by civil service rules, merit system rules or statutory provisions shall be considered grievances and subject to the grievance procedure hereinafter set forth. No disciplinary action which may be appealed to a civil service or merit system authority will be considered a grievance and subject to the grievance procedure herein.

Section 2. Organization Representatives. The Employer will recognize employee representatives designated by the exclusive representatives as the grievance representatives of the bargaining unit

having the duties and responsibilities established by this Article. The exclusive representative shall notify the Employer in writing.

Section 3. Processing of Grievance. It is recognized and accepted by the exclusive representative and the Employer that the processing of grievances as 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 employee representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the employee 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.

Section 4. Procedure. Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1: An employee or the Union claiming a violation concerning the interpretation or application of this contract shall within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give 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 by the Union, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy required, and shall be appealed to Step 2 within ten (10) working days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented to and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) working days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented to and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) working days after receipt of the Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) working days following the Employer-designated representative's final answer to Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) working days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Bureau of Mediation Services.

Section 5. Arbitrator's Authority. (A) The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. (B) The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearings or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented. (C) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the employer and the Exclusive Representative, 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 record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section 6. 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 Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. If either the Union or the Employer fails to strike arbitrators within thirty (30) calendar days of receipt of the arbitration panel from the Bureau of Mediation Services, the grievance shall be considered waived. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union in each Step.

Section 7. Records. All documents, communications, and records dealing with a grievance shall be filed separately from personnel files of the involved employees(s).

Section 8. Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article IV or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article IV, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article IV. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 of Article IV, or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of Article IV.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be null and void.

ARTICLE V
SICK LEAVE AND OTHER LEAVE OF ABSENCE

Section 1. All permanent employees shall be credited with one (1) day of sick leave for each month worked. Sick leave shall be accumulative to a maximum of one hundred (100) working days. Employees hired after January 1, 2014 shall not accrue more than five hundred twenty (520) hours of sick time. Sick leave shall be granted for actual sickness, temporary physical disability, serious illness or death in the immediate family which includes: spouse, children, parents, siblings, in-laws or quarantine. The County Highway Maintenance Supervisor, at his discretion, may require a physician's certificate showing the nature of any injury or illness.

Section 2. An employee who has a sick leave accumulation in excess of one hundred (100) days as of December 31 shall have one-half of the days accumulated in excess of one hundred (100) days added to the employee's vacation accrual, and the other one-half paid to the employee at the employee's regular rate of pay as of December 31. The conversion to vacation and the cash payment will be made by the County in January, following the year in which the excess sick leave accumulation occurred.

ARTICLE VI
SEVERANCE

Section 1. Severance pay will be paid out to permanent employees upon retirement, disability verified by a physician, or resignation in good standing.

Beginning of employment through three (3) years	-	None
Beginning of fourth (4th) year through ten (10) years	-	25% of all accumulated sick leave
Beginning of eleventh (11th) year and over	-	50% of all accumulated sick leave

Upon death of an employee, severance pay will be paid out to the estate of the employee.

Section 2. In recognition of career employees, employees with ten (10) years of service or more shall receive additional severance pay and shall be paid upon termination in good standing one (1) day's pay at prevailing pay scale for each year of service.

ARTICLE VII
HOLIDAYS

Section 1. All employees shall be granted leave of absence with regular pay on all legal holidays. These are:

New Year's Day
Martin Luther King Day
President's Day

Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Christmas Eve one-half (1/2) day, (4 Hrs) if Christmas Eve is Monday through Thursday
 Christmas Day

Section 2. Any holiday falling on a Saturday or Sunday will be observed on the preceding Friday or following Monday, as per Minnesota Statutes, Chapter 645.44, Subdivision 5.

Section 3. Any employee who is required to work on a holiday or a day observed as a holiday shall receive the holiday pay plus one and one-half (1 1/2) times the regular rate of pay for all hours worked.

Section 4. In addition to the above Holidays, permanent employees are eligible for two (2) Floating Holidays per calendar year. The employee must request at least 48 hours in advance, approval of the employee's Supervisor or Department Head to use the Floating Holiday.

ARTICLE VIII VACATIONS

Section 1. Permanent employees shall be granted the following vacation schedule:

Beginning employment	.9167 of a day per month of service (11 days per year)
Beginning fifth (5th) year	1.0833 days per month of service (13 days per year)
Beginning tenth (10th) year	1.4167 days per month of service (17 days per year)
Beginning fifteenth (15th) year	1.5833 days per month of service (19 days per year)
Beginning twentieth (20th) year	1.75 days per month of service (21 days per year)
Beginning twenty-fifth (25th) year	1.9167 days per month of service (23 days per year)

Section 2. Employees shall be allowed to carry over one and one-half (1 1/2) years of earned vacation, not to exceed 18 (eighteen) days. Carry over is to be calculated as of December 31 of each year. If the potential carry over is more than one and one-half (1 1/2) years of earned vacation, not to exceed 18 days, the employee must pre-arrange with the Highway Maintenance Supervisor to carry over the excess vacation days. Such carry-over to be used within that next year.

Section 3. Employees shall be granted vacations by the Highway Maintenance Superintendent in accordance with seniority and the vacation list shall be posted during the months of February and March for the employees to sign up for vacation leave of five consecutive days or more. In all cases, use of vacation shall be subject to the needs and service obligations of the Employer. An

employee must receive prior approval from the Highway Maintenance Superintendent or designee for using vacation.

ARTICLE IX HOURS

Section 1. The normal work week shall be Monday through Friday.

Section 2. Permanent employees shall be guaranteed a minimum of forty (40) hours, provided said employees are willing and able to work, and further subject to provisions of Article III.

ARTICLE X OVERTIME

Section 1. Overtime is defined as all hours in excess of forty (40) hours in a week and all time on Sundays and legal holidays or days observed as holidays. "Hours" shall include actual hour's worked, mandatory training, vacation and sick time.

Section 2. Overtime shall be compensated for in cash at one and one-half (1 1/2) or comp-time at one and one-half (1 1/2) hours off. Limit of eighty-five (85) hours off to be accumulated. It shall be the choice of the employee as to cash payment or comp-time. Time off to be agreed upon between the County Highway Maintenance Supervisor and employee. All compensatory hours earned beyond the maximums will be paid out as overtime in the pay period earned.

ARTICLE XI WAGES

See Appendix "A" for January 1, 2017 – 2019 placement and pay scales.

Section 1. An employee who works fifty percent (50%) or more at a higher classification shall be eligible for reclassification.

Section 2. Mechanics shall receive a tool allowance in the amount of one-hundred and thirty dollars (\$130.00) every six months. In order to be reimbursable (not treated as taxable income), valid receipt(s) must be submitted prior to payout of the tool allowance. If no receipts are submitted, tool allowance must be treated as taxable income.

Section 3. Employees assigned additional duties due to an unfilled vacancy or long term absence exceeding twenty-five (25) calendar days shall be paid an additional fifty (\$.50) cents per hour above their current rate of pay commencing on the 25th day.

In the event that additional duties assigned are due to the absence of a department head, an additional one-dollar (\$1.00) per hour will be paid above their current rate of pay commencing on the date of the appointment by the County Board. This language does not pertain to permanent layoffs, staff reductions, or vacations.

Section 4. Reclassification Pay. If a job classification is reclassified upward, the employee will be placed on the step in the new salary schedule that provides an increase of at least \$.25 per hour. If the job is reclassified downward, the employee will be placed in the appropriate salary range and when the employee is next eligible for a step adjustment, the employee will move to the next step in the new salary range. If the employee whose job is reclassified downward is at or above the maximum of the new salary range, the employee's rate will be frozen until the new salary range increases above the employee's rate of pay.

Section 5. Call Back Pay

An employee called back to work by the employee's Supervisor or Department Head after the end of his/her regularly scheduled shift, but prior to midnight, shall be eligible for a minimum of two (2) hours compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

ARTICLE XII
HEALTH AND WELFARE

Section 1. Full-time and permanent part-time employees working at least thirty (30) hours per week shall be eligible for Employer Contribution toward hospital and medical insurance coverage.

Section 2. The Employer shall establish a hospital and medical insurance program (Base Plan) subject to the limitations, benefits and conditions established between the Employer and an insurance carrier. Any reduction in benefit levels in the Base Plan shall be subject to collective bargaining. An Optional Plan shall be available for employees, subject to approval, limitations, benefits and conditions established by the insurance carrier.

Any additional costs for such coverage shall be paid by the employee through payroll deduction. In no case shall the Employer contribution exceed that of the actual cost of the coverage (single or family) selected by the employee.

For each insurance-eligible employee who selects medical coverage, the Employer will contribute 100% of the premium for the \$30 co-pay plan effective January 1, 2017. For each eligible employee who selects family coverage, the Employer will contribute up to \$850 per month.

Beginning in 2017, the 80/20 plan shall no longer be available for as a health plan to new employees. Beginning in 2018, the 80/20 plan shall no longer be available.

For employees enrolled in the Minimum Value Plan, the Employer will contribute \$2,750 to the HSA for family coverage, and \$2,328 for single coverage. The Employer's contribution to the HSA will be paid on a monthly basis over the course of a full year of enrollment on the Minimum Value Plan.

Section 3. Life Insurance. The Employer shall establish a term life insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier for a minimum of \$15,000.00.

Subd. 1. The term life insurance program shall provide a death benefit for all full-time and permanent part-time employees working thirty (30) hours per week or more.

Subd. 2. The Employer shall pay the full cost of the monthly premium cost of the term life insurance program.

ARTICLE XIII **SAFETY**

The County agrees to furnish safety equipment necessary for the protection of their employees, and the employees shall use such equipment when necessary (not to include personal equipment).

ARTICLE XIV **GENERAL**

Section 1. The County agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

Section 2. Pay day for employees shall be every two (2) weeks.

Section 3. When the loader or dozer to be operated by one person for a full day or days, at any period of time, the operator shall be assigned by the Highway Maintenance Supervisor, without regard to seniority.

Section 4. All new employees in the bargaining unit are required to acquire a Class A driver's license. Any employee who does not have a Class A driver's license in accordance with the requirements of this Section shall be demoted to the entry level rate.

Section 5. The County will pay additional costs over and above the cost of a regular physical if a member incurs such expenses after receiving a physical which was required by the DOT.

Section 6. The Employer will pay up to \$150.00 (one hundred fifty dollars) per year toward safety shoes (steel-toed work boots) for each Sr. Highway Maintenance Worker and Mechanic who have completed a 6-month probation period, upon presentation of the receipt. The employee is responsible for any amount over \$150.00.

Section 7. The Employer will pay up to \$270.00 (two hundred seventy dollars) per year toward the cost of uniforms for each Mechanic, directly to the vendor for two mechanics. The employee is responsible for any amount over \$270.00

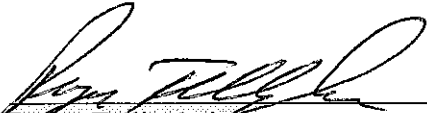
ARTICLE XV
DURATION

Section 1. This agreement shall become effective January 1, 2017, and shall continue in effect through December 31, 2019, and from year to year thereafter unless notice of intention to change, modify or terminate is given by either party ninety (90) days prior to December 31st of the year in which the change, modification or termination is to take place. All wages and conditions shall be retroactive to January 1, 2017, unless specified otherwise.

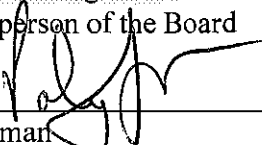
Section 2. Any and all prior agreements, resolutions, practices, policies and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement are hereby superseded.

Section 3. This Agreement between the County Board of Mille Lacs and the International Union of Operating Engineers, Local No. 49, is signed this _____ day of _____, 2017.

FOR MILLE LACS COUNTY:

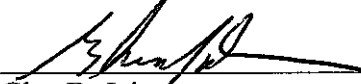


Roger Tellinghuisen
Chairperson of the Board

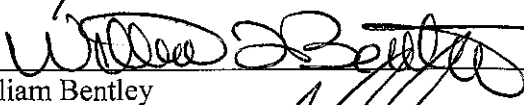


Pat Omar
County Administrator

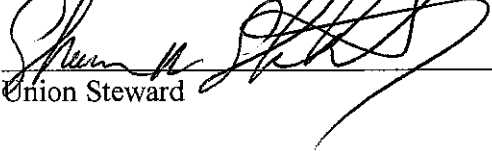
FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO. 49:



Glen D. Johnson
Business Manager and Financial Secretary



William Bentley
Area Business Representative



Union Steward

Appendix A

2017 Payscale
(2% General Adjustment, Steps on 13th Payroll)

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11
I	\$ 18.05	\$ 18.83	\$ 19.35	\$ 19.88	\$ 20.41	\$ 20.93	\$ 21.46	\$ 21.99	\$ 22.51	\$ 23.04	\$ 23.57	\$ 24.09
J	\$ 19.23	\$ 20.05	\$ 20.61	\$ 21.18	\$ 21.74	\$ 22.30	\$ 22.86	\$ 23.42	\$ 23.98	\$ 24.54	\$ 25.10	\$ 25.66
K	\$ 20.47	\$ 21.35	\$ 21.95	\$ 22.55	\$ 23.14	\$ 23.75	\$ 24.34	\$ 24.94	\$ 25.54	\$ 26.13	\$ 26.73	\$ 27.33

2018 Payscale
(2.25% General Adjustment, Steps on 13th Payroll)

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11
I	\$ 18.46	\$ 19.25	\$ 19.79	\$ 20.33	\$ 20.87	\$ 21.40	\$ 21.94	\$ 22.48	\$ 23.02	\$ 23.56	\$ 24.10	\$ 24.63
J	\$ 19.66	\$ 20.50	\$ 21.07	\$ 21.66	\$ 22.23	\$ 22.80	\$ 23.37	\$ 23.95	\$ 24.52	\$ 25.09	\$ 25.66	\$ 26.24
K	\$ 20.93	\$ 21.83	\$ 22.44	\$ 23.06	\$ 23.66	\$ 24.28	\$ 24.89	\$ 25.50	\$ 26.11	\$ 26.72	\$ 27.33	\$ 27.94

2019 Payscale
(2.5% General Adjustment, Steps on 13th Payroll)

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11
I	\$ 18.92	\$ 19.73	\$ 20.28	\$ 20.84	\$ 21.39	\$ 21.94	\$ 22.49	\$ 23.04	\$ 23.60	\$ 24.15	\$ 24.70	\$ 25.25
J	\$ 20.15	\$ 21.01	\$ 21.60	\$ 22.20	\$ 22.79	\$ 23.37	\$ 23.95	\$ 24.55	\$ 25.13	\$ 25.72	\$ 26.30	\$ 26.90
K	\$ 21.45	\$ 22.38	\$ 23.00	\$ 23.64	\$ 24.25	\$ 24.89	\$ 25.51	\$ 26.14	\$ 26.76	\$ 27.39	\$ 28.01	\$ 28.64

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between Mille Lacs County (hereafter "County") and IUOE Local No. 49 (hereafter "Union") representing employees in the Road and Bridge Department.

WHEREAS, the County and the Union are parties to a collective bargaining agreement effective January 1, 2017; and

WHEREAS, the County and the Union desire to reach an agreement relating to a four (4) day, ten (10) hour per day work schedule during the 2018 and 2019 summer dates effective upon the first payroll period following May 15 through the last day of the first payroll period following October 15.

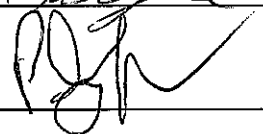
NOW, THEREFORE, the parties hereto have agreed as follows:

1. Effective the first payroll period following May 15 through the last day of the first payroll period following October 15, hours of work shall be four (4), ten (10) hour days, Monday through Thursday.
2. Mechanics shall, on an alternating work week basis, work four (4), ten (10) hour days Monday through Thursday and four (4), ten (10) hour days Tuesday through Friday.
3. Overtime compensation shall be paid for hours in excess of forty (40) hours per workweek. "Hours" shall include actual hours worked, mandatory training, vacation and sick time.
4. When a holiday occurs during a week included in this schedule, employees shall receive eight (8) hours of holiday pay. Employees may utilize two hours of accrued compensatory time or vacation time.
5. When an employee uses a vacation or sick day, the employee shall be assessed ten (10) hours per day.
6. This Memorandum of Agreement shall sunset and expire effective December 31, 2019 unless the parties through mutual written agreement agree to extend it.
7. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

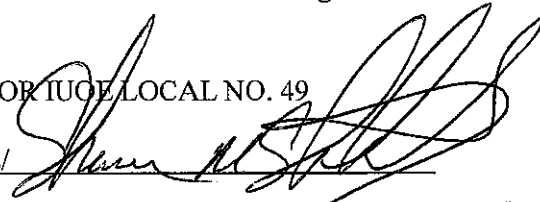
IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2017.


FOR MILLE LACS COUNTY BOARD

/s/ 

/s/ 

FOR IUOE LOCAL NO. 49

/s/ 

/s/ 

LETTER OF UNDERSTANDING

This Memorandum of Agreement is entered into between Mille Lacs County (hereafter "County") and IUOE Local No. 49 (hereafter "Union") representing employees in the Road and Bridge Department.

WHEREAS, the County and the Union are parties to a collective bargaining agreement effective January 1, 2017; and

WHEREAS, the County and the Union desire to reach an agreement relating to Article XIV, Section 5.

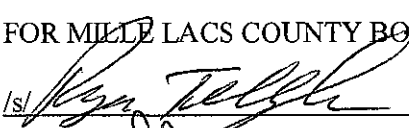
WHEREAS, Mille Lacs County is currently exempt from DOT requirements relating to physicals.

NOW, THEREFORE, the parties hereto have agreed as follows:

- 8. To the extent Mille Lacs County is exempt from DOT requirements relating to physicals, the County shall not pay additional costs over and above the cost of a regular physical even if a member incurs such expenses after receiving a physical.
- 9. This Memorandum of Agreement shall continue in effect unless the parties through mutual written agreement agree to eliminate it.
- 10. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2017.

FOR MILLE LACS COUNTY BOARD

/s/ 

/s/ 

FOR IUOE LOCAL NO. 49

/s/ 

/s/ 