

LABOR AGREEMENT

between

COOK COUNTY

and

**LOCAL NO. 49, INTERNATIONAL UNION
OF OPERATING ENGINEERS**

Effect from **January 1st, 2022 to December 31st, 2024**

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ARTICLE 1
PREAMBLE AND STATEMENT OF PURPOSE

Section 1. This Agreement, made and entered into this **January 1st 2022 to December 31st, 2024** by and between the COUNTY OF COOK (hereinafter referred to as the "County") and LOCAL NO. 49, INTERNATIONAL UNION OF OPERATING ENGINEERS (hereinafter referred to as the "Union"), as the exclusive bargaining agent for the employees in the bargaining unit set forth in ARTICLE 2, below. The objectives of this Agreement are:

- (a) To maintain and increase individual productivity and quality of service;
- (b) To provide an orderly procedure for the resolution of grievances;
- (c) To prevent any interruption of work and interference with the efficient operation of the department; and
- (d) To express the complete agreement between the parties on hours and conditions of employment.

ARTICLE 2
RECOGNITION AND BARGAINING UNIT DEFINITION

Section 1. The County hereby recognizes the Union as the exclusive representative of a bargaining unit consisting of all Shop, Road Maintenance and Engineering employees in the County Highway Department who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding supervisory and clerical employees.

Section 2. The position descriptions and names of personnel filling those positions as of the effective date of this Agreement are set forth on APPENDIX A, attached hereto and hereby made a part of this Agreement. In the event that the County and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination. During the term of this contract, the Cook County Administrator will work with the union members and Highway Department Supervisors to update the position descriptions. Said revisions shall meet with approval by all parties prior to inclusion into the contract.

Section 3. The County agrees not to enter into any additional agreements with covered employees, individually or collectively, concerning terms or conditions of employment except through the Union, during the term of this Agreement.

Section 4. The County agrees to allow the steward or alternate of the bargaining unit reasonable time off and leave of absence, with prior approval and without pay, for the purpose of conducting legitimate Union business when such time off will not unduly interfere with the operations of the Department. The Union may designate one (1) covered employee to act as a steward and another covered employee to act as an alternate. The Union shall inform the County of the names of such employees and of any subsequent change in designation.

Section 5. The County agrees to deduct regular monthly dues for those employees who request, in writing, to have Union dues checked off by payroll deduction. The County agrees to remit the amounts thus deducted to the Union monthly. The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Section.

Section 6. The County agrees to make space available on an appropriate bulletin board for the posting of Union notices and announcements. The County further agrees to make space available for Union meetings when such space use and meeting times do not conflict with operations of the Department.

ARTICLE 3
SENIORITY, PROBATION, AND VACANCIES

Section 1. Seniority shall mean an employee's length of service with the County since his or her last date of hire. An employee's continuous service record shall be broken only by separation from service by reason of discharge prior to completion of the probation period, discharge for cause, resignation, retirement or death, and shall not be broken by layoff status of less than two (2) years. If two or more employees have the same seniority date, their position on the seniority list shall be determined by lot.

Section 2. Separate seniority lists shall be maintained in the three categories as follows: (1) Road Maintenance; (2) Shop; and (3) Engineering. Seniority shall determine the order of layoff which shall be in inverse order of seniority within each category, provided that any employee who is laid off and has previously served in a lower work classification covered by this Agreement may request demotion to and exercise of seniority rights in such lower classification. Recall from layoff shall be in order of seniority within each category provided that if an employee does not return to work upon recall, as directed by the County, or on an extended date mutually acceptable to the employee and the County, employment shall automatically be terminated. Employees who terminate their employment with the County or are on layoff status in excess of two (2) years shall not have any seniority rights under this Agreement.

Section 3. A new hired or rehired employee shall be on probation for a period of six (6) calendar months of continued paid service. During such probationary period, the employee may be discharged at the sole discretion of the County. Upon completion of the probationary period the employee shall be considered a "regular employee."

Section 4. A promoted or reassigned employee shall be on probation with respect to such promotional reassignment for a period of six (6) calendar months of continued paid service. During this promotional probationary period, the employee may be returned to his or her previous position at the sole discretion of the County.

Section 5. All regular vacancies shall be posted for not less than ten (10) calendar days. Posting shall be made internally, running concurrently with any public announcements. At the County's discretion, vacancies may be posted internally, without public announcement, and filled by the promotion, transfer, or demotion of an existing Cook County employee. Current employees may apply for vacancies without prejudice to their current position.

Section 6. Seasonal Maintenance Worker

Seasonal Maintenance workers will either be union members or pay fair share. The ratio of seasonal employees shall not exceed 15% (rounded to the nearest whole number) of the total of full time permanent employees covered by this contract at the beginning of each year. Temporary seasonal position running from approximately May 1 to November 1, not to exceed six months. Forty hours per week plus cash overtime as warranted. Overtime will first be offered to full time employees and according to seniority. Includes paid holidays but no other county benefits.

Selection Guidelines

Interested parties may apply by obtaining an employment application from, or by submitting a resume to, the Cook County Highway Department. The Highway Engineer and Maintenance Supervisor will review applications and resumes annually and hire annually based on budget and needs.

ARTICLE 4 **GRIEVANCE PROCEDURE**

Section 1. For purposes of this Agreement, the term "grievance" means any dispute between one or more regular employees and the County concerning, but limited to, the interpretation or application of the specific, expressed provisions of this Agreement.

Section 2. The County and the Union agree that the investigation and processing of grievances may be accomplished during the normal work day, without a reduction in wages or loss of leave time to the aggrieved employee or the appropriate Union steward, provided that the investigation and processing can be accomplished consistent with employee duties and responsibilities, and provided that the employee and the Union representative have notified and received the approval of the designated supervisor, which approval shall be given if such absence is reasonable and would not be detrimental to the work programs of the department.

Section 3. Grievances, as defined in Section 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 ten (10) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the County. The County-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar 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 the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the County-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2

If appealed, the written grievance shall be presented by the Union and discussed with the County-designated Step 2 representative. The County-designated representative shall give the Union the County'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 County-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3

If appealed, the written grievance shall be presented by the Union and discussed with the County-designated Step 3 representative. The County-designated representative shall give the Union the County's answer, in writing, within ten (10) calendar days 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 County-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 4

A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to the Bureau of Mediation Services for assignment of a mediator to work with the parties to achieve a resolution. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the County-designated representative's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

STEP 5

A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1984, 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.

Section 4. Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the County and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. 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.

C. The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the County and the Union, 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 5. 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 County's last answer.

Section 6. Choice of Remedy

If, as a result of the written County response in Step 2, 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 3 of this ARTICLE 4 or a procedure such as Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 3 of this ARTICLE 4, the grievance is not subject to the arbitration procedure as provided in Step 3 of this ARTICLE 4. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 3 of this ARTICLE 4 or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of this ARTICLE 4.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. The County retains the full and unrestricted right to operate and manage all staff, facilities and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to select, assign, direct and determine the number of personnel; to establish work schedules and to perform any managerial function not specifically limited by this Agreement. All right and authority which the County has not specifically abridged, delegated or modified by expressed provisions in this Agreement are retained by the County.

ARTICLE 6
NO STRIKE PROVISION

Section 1. During the term of this Agreement, the Union, its officers and the covered employees agree that they will not engage in, encourage, sanction, support or suggest any strike or work stoppage. They agree that they will not withhold in whole or in part the full performance of their duties as employees of the department during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1984, as amended. In the event of a violation of this ARTICLE 6, the Union shall join with the County to warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

ARTICLE 7
SICK LEAVE

Section 1. Extended sick leave may be used by employees as specified in the county personnel handbook.

ARTICLE 8
HOURS OF WORK AND CALL-IN PAY

Section 1. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime compensation. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The normal work day shall be eight (8) hours of work, from 7:00 AM to 3:30 PM and the normal work week shall be forty (40) hours of work, Monday - Friday. However, except for those positions specified by the County, the normal work day shall be ten (10) hours of work, from 6:00 AM to 4:30 PM and the normal work week shall be forty (40) hours of work, Monday – Thursday during the following time periods:

Start	End
Sunday, May 1, 2022	Saturday, October 22, 2022
Sunday, April 30, 2023	Saturday, October 21, 2023
Sunday, April 28, 2024	Saturday, October 19, 2024

Should it be necessary, in the judgment of the County, to establish daily or weekly work schedules departing from the normal work day or the normal work week, notice of such change shall be given to the Union as far in advance as is reasonably practical.

Section 2. An employee will be compensated two times the normal rate when called in on observed holiday hours.

Section 3. An employee shall receive a minimum of two (2) hours of compensatory overtime if called to work other than during his or her regular shift. This section does not apply to the extension of a shift of less than two (2) hours. Management will make reasonable efforts to first contact appropriate union members when overtime work is available and necessary outside of the normal work day before performing said work themselves.

Section 4. An employee shall receive an additional \$1.00 per hour "call-out" pay for the entire shift when called in or held over to work during emergency operations. This shall be in addition to any other pay provisions that may be in effect for that time.

Section 5. Compensation for all hours worked in the specified positions in excess of eight (8) hours per day outside of the dates specified in Article 8, Section 1, and ten (10) hours per day within the dates specified in Article 8, Section 1, or forty (40) hours per week shall be credited as compensatory overtime. The compensation shall be credited to an employee based on the number of overtime hours worked. Compensatory overtime accumulated shall not exceed 200 hours. Employees shall be paid for compensatory overtime earned in excess of the 200-hour limit on the same or immediately following payroll period at the normal rate of pay for overtime worked. Compensatory time used shall be deducted from the employee's compensatory overtime accumulated based on the number of hours taken off. All or portions of the accumulated compensatory overtime shall be paid off, at the employee's request, on the first payroll period in March, June, September, and December. Compensatory time shall be used in the same manner as vacation time. For purposes of calculating overtime hours, the following shall be counted as hours worked: paid holidays and paid leave.

Section 6. Employees in outlying shops will be compensated at a rate of two hours pay/or comp time per week from November 1st to April 15th due to having to check weather conditions through the night.

ARTICLE 9 **HOLIDAYS**

Section 1. All full-time employees shall receive eleven (11) paid holidays. Union seasonal employees shall receive holiday pay when the holiday falls during the time that they are in active pay status. The paid holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth (June 19)	Christmas Day
Independence Day (4th of July)	

The pay for holidays shall be based on the scheduled number of hours per day in effect during the payroll period.

Unexcused absence on the last scheduled work day before or the first scheduled work day after a holiday shall disqualify any employee from that holiday pay. Excused paid absences such as vacation, approved sick leave, et cetera, shall not disqualify an employee for holiday pay.

ARTICLE 10
LEAVES OF ABSENCE

Section 1. Military Leave.

Employees called for military service or compulsory training shall not lose their job or seniority standing by reason thereof, and any employees hired in their place during this absence shall be so informed.

Section 2. Funeral Leave.

Regular employees shall be allowed up to three (3) days paid leave in the event of the death of a spouse, children or stepchildren of the employee, and parents, grandparents or siblings of the employee or employee's spouse. Funeral leave compensates for regularly scheduled hours only.

Section 3. Union Leave.

The County agrees to grant the necessary time off, to the extent required by law, without pay, to any employee designated to attend a labor convention or to serve in an official Union business capacity, if previous notice is given.

Section 4. Jury Duty.

An employee called to serve on a jury or presenting evidence of being subpoenaed as a witness for County-related cases, shall be reimbursed for the difference between the amount paid for such services (exclusive of travel pay) and his/her regular county compensation. Regularly scheduled work hours necessarily lost because of jury service will be considered as hours worked except for the purpose of computing overtime. If employees are excused from jury duty on any day, they shall be expected to return to work if reasonable time remains in the shift. If desired, the employee can choose to take Vacation, Paid Leave, or Compensatory Time in order to serve on jury duty, thereby retaining the full amount of jury duty pay received.

Section 5. Parenting Leave.

A parenting leave of absence without pay shall be granted upon request to an employee who becomes the parent of a child by childbirth or adoption. The leave may be for up to six (6) weeks during the period from one (1) month prior to childbirth to six (6) weeks after, provided, however, any period of paid sick leave shall be excluded in computing either six (6) week period. The leave may be extended for up to six (6) months at the option of the County, if requested by the employee. An employee may also use accumulated vacation, Paid Leave, and compensatory time in conjunction with the unpaid leave under this paragraph, and may use accumulated sick leave during the period of the employee's disability due to childbirth.

Section 6. School Leave.

The County shall grant any employee unpaid leave of up to sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-working hours. An employee may substitute Vacation, Paid Leave, or Compensatory Time for any part of the leave under this section.

Section 7. Family and Medical Leave Act.

Leave shall be granted for employees in conformance with applicable State and Federal law and Cook County's policy regarding the Family and Medical Leave Act of 1993.

ARTICLE 11
PAID LEAVE

Section 1. Purpose.

Cook County provides Paid Leave (PL) to compensate employees who are absent from work for any personal reason.

Section 2. Eligibility.

All regular and probationary full-time and part-time employees shall receive Paid Leave.

Section 3. Accrual Rates.

Paid Leave shall accrue on any paid work, holiday, funeral, or comp time taken hours, up to a maximum of 40 hours in a week, excluding paid overtime and on call time. For purposes of accrual rates, years of service are based on full-time equivalency (FTE of 2,080 hours of continued paid service).

<u>Years of Service</u>	<u>Hourly Accrual Rate</u>	<u>Annual Accrual Rate</u>
0<5	.08462	22
5<10	.09615	25
10<15	.11538	30
15+	.13462	35

The maximum Paid Leave accrual that can carry over at year-end to the first payroll period of the following year is 520 hours. Paid Leave accumulated in excess of this limit shall be lost.

Section 4. Use.

Paid Leave can be utilized for any purpose, subject only to necessary request/approval procedures. Planned use of Paid Leave must be requested in advance. Department Heads are responsible for scheduling Paid Leave for eligible employees and shall do so in a manner consistent with the interest of the public and convenience of the Department. Consideration shall be given to seasonal demands and department staffing needs prior to granting leave requests. The employee's preference is to be considered, but the Department Head shall have final approval of any planned use of Paid Leave. Unplanned use of Paid Leave must be reported to the employee's supervisor as soon as possible.

Paid Leave may be used in increments of not less than 15 minutes. Paid Leave hours shall count toward the calculation of overtime. Employees receiving Worker's Compensation benefits may use accrued Paid Leave hours to return to 100% of their net salary.

Section 5. Medical Return to Work.

Employees absent from work for three or more days due to a medical condition, or when otherwise indicated, may be required to obtain a medical release certifying their ability to resume full or modified duties upon returning to work. The County may require evidence from a medical professional. If such requirement is made, the cost of such examination shall be the responsibility of the County.

Section 6. Paid Leave Donations.

Employees may donate accrued Paid Leave to the Paid Leave bank of another County employee who is on FMLA Leave. Employees may also donate from extended sick leave bank. The individual and collective amount of donated hours shall remain confidential to everyone other than the payroll clerk who must calculate the transfers. The transfer of time will be computed at the hourly salary rate of the donor in proportion to the hourly salary rate of the recipient. An employee must have used or be scheduled to use, all of their own Paid

Leave, Extended Sick Leave, Comp Time Earned, and Sick Leave before donations are solicited.

Section 7. Extended Sick Leave Bank.

Unused Sick Leave balances accrued by employees hired before 1/1/04 who choose to convert to the Paid Leave benefit plan will be placed in their Extended Sick Leave Bank. Hours in the Extended Sick Leave Bank may be used by an employee for the following:

- Personal illness or disability
- Medical, optical, or dental appointments with prior approval of Department Head
- Prenatal and postnatal care
- Treatment for mental illness, alcoholism, or drug addiction
- Isolation to minimize threat or spread of contagious disease
- For such reasonable periods as the employee's attendance with his/her child is necessary on the same terms that the employee him/herself is able to use sick leave benefits
- For the illness of spouse or parents as is necessary, at the rate of three (3) days per occurrence

To access their Extended Sick Leave Bank, employees shall be required to file with their supervisor competent written evidence of the medical need for their absence. Any unused Extended Sick Leave Bank hours remaining when an employee separates from employment shall be forfeited.

Section 8. Separation Payment

Upon separation from employment with Cook County in good standing and with a minimum of two (2) weeks' notice, employees shall be paid in full for the balance of their accumulated Paid Leave. This payment shall be made on the employee's last paycheck at the rate of pay in effect at the time of separation. Separation pay cannot be used to extend the employee's date of termination beyond the last scheduled work day.

A probationary employee who resigns or is terminated is not eligible to receive a pay-off of accumulated Paid Leave. In addition, the cost of any Paid Leave used during employment shall be deducted from the probationary employee's last paycheck.

ARTICLE 12
SUPPLEMENTAL BENEFITS

Section 1. Retirement.

- (a) All full-time regular employees, upon retirement or resignation, shall be entitled to receive all of the unused sick time they have accumulated as severance pay, subject to the limitations set out in this Section.
- (b) Computation of severance pay shall be accomplished by using a formula which takes the average, normal hourly wage for the employee's last year of service times his accrued, unused sick leave hours at retirement.
- (c) The maximum severance pay shall not exceed Twelve Thousand and no/100 (\$12,000.00) Dollars. The payment will be in a lump sum.
- (d) In the event an employee dies prior to retirement, the employee's surviving spouse, if any, or else the estate of the employee shall be entitled to receive fifty percent (50%) of the said severance benefit the employee would have received had normal retirement occurred on the date of death. The maximum death benefit shall not exceed Six Thousand and no/100 (\$6,000.00) Dollars.

- (e) Employees hired after January 1, 1981, shall not be eligible to receive severance pay and shall not be eligible for the death benefit provided for in this Article.

Section 2. Health and Welfare Insurance

Cook County offers three Medica health insurance plans through Northeast Service Cooperative. Rates for 2022 are shown below.

- 44109 Passport ASO 1850-0 HRA Single/Family
Total Premium: \$700.53/month single; \$1,747.12/month family
Employee cost share: \$140.11/month single; \$349.42/month family

- 44108 Passport ASO 1850-0 HSA Single
Total Premium: \$687.92/month
Employee cost share: \$137.58/month

- 44180 Passport ASO 1850-0 HSA Family
Total Premium: \$1,715.67/month
Employee cost share: \$343.13/month

The County and the Union will execute an Addendum to this Agreement prior to December 31, 2022, to update insurance plan rates and employee cost share information for 2023. The County and the Union will execute another Addendum to this Agreement prior to December 31, 2023, to update insurance plan rates and employee cost share information for 2024.

Cook County will provide qualifying health insurance to full time employees who are regularly scheduled to work thirty (30) or more hours per week and at least 1,560 hours per year are eligible for health insurance coverage. Full-time employees hired before February 1st, 2012 who become part-time with a work schedule of seventeen and one half (17.5) to thirty (30) hours per week and at least 910 to 1,560 hours per year, shall remain eligible for health insurance coverage as a part-time employee.

The County Health Plan will be reviewed by an employee committee with representatives from all employee groups. The committee will work with county administration to make a recommendation to the board annually. Premiums for the county health plan will be paid 80% by the county and 20% by the employee via pretax payroll deduction. In the event that the employee share for monthly premiums increases more than 10%, Local 49 shall have the option to call for a re-opener.

The County shall also contribute \$1,200 per year into an individual VEBA personal health account for each full-time employee enrolled in the plan and \$1,100 per year for each part-time employee enrolled in the plan, as defined above. The annual contribution shall be divided into equal monthly payments and placed into VEBA accounts.

Section 3. Dental Insurance

The County shall administer a voluntary single/family dental insurance plan, with the premiums being the sole responsibility of the individual employee paid through payroll deduction. Eligibility criteria for this benefit is the same as for the Health Insurance benefit. The County will not be responsible for administering any dental plan if an insufficient number of employees enroll or if a suitable plan and carrier are not found.

Section 4. Health Care/Dependent Day Care Reimbursement Plan

Employees can participate in the Cook County Health Care and Dependent Day Care Expense Reimbursement Plan (FLEX Plan). This allows employees to set aside salary on a pre-tax basis to pay for County health insurance premiums and eligible health care and dependent day care expenses. Employees are eligible to enroll in the FLEX Plan. A summary FLEX Plan Description will be given to each employee upon eligibility, and at any other time upon request.

Section 5. Clothing Allowance.

All regular full-time employees shall receive \$45.00 per pay period as a clothing allowance. Employees shall be responsible for purchasing their own work clothes including safety boots meeting current ANSI or OSHA standards and reporting to work appropriately dressed.

Section 6. Tools.

Any tools designated to be owned by any County Highway Department Employee that are broken or lost on the job shall be replaced or repaired at the County's expense.

Section 7. Deferred Compensation.

Employees shall be eligible to participate in one of the Cook County Deferred Compensation Programs administered by the County. The County shall match a maximum of 3% of an employee's gross salary into the State of Minnesota or Nationwide plan on a payroll basis. Employees are eligible for the County match at any time following successful completion of their probationary period. Employees who choose not to enroll in the State or Nationwide deferred comp plan will forfeit the County match.

Section 8. Union Central Pension Fund

It was determined by the County and the Union that it is in the best interests of the employees to reduce their wages in order to allow Union members to participate in the International Union of Operating Engineers Central Pension Fund (hereinafter CPF). The parties agree that the amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax County contributions. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(9).

A pension contribution of \$1.25 per hour, for a maximum of two thousand eighty hours (2080) per calendar year will be made. The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, paid leave, holiday and sick time) except for overtime hours worked. The County shall pay this contribution directly to the I.U.O.E. Central Pension Fund.

For purposes of determining future wage rates, the County shall first restore the amount of the wage reduction, which is currently the CPF contribution rate of \$1.25 per hour, then apply the applicable wage multiplier, then reduce the revised wage by the CPF contribution rate. It is further agreed that for purposes of calculating overtime compensation the County shall first restore the amount of the wage reduction \$1.25 then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards Act and the collective bargaining agreement, then pay the resulting amount for overtime worked.

Contributions will be paid into the International Union of Operating Engineers pension fund for the employees of a governmental subdivision who are covered by a collective bargaining agreement that provides for coverage by that fund and that sets forth a fund contribution rate, but not to exceed a County contribution of \$5,000.00 per year per employee.

Section 9. ACA reopener

In the event that obligations or penalties are incurred under the Affordable Care Act (Health Care reform),

Local #49 or the County may reopen the labor agreement to contract provisions associated with those obligations or penalties.

Section 10. Training Center Contribution

The County agrees to contribute \$0.20 per hour per employee to the Local 49 Training Center for the duration of this agreement. The County may select which employees will attend the training center based on the training needs of the County. Any request from an employee to attend the training center during regular work hours will require the approval of the County Engineer. Any employee who desires to attend the Training Center on vacation or personal time will not require approval for of the County Engineer.

ARTICLE 13
DISCIPLINARY PROCEDURES

Section 1. The County will discipline for just cause only. Disciplinary actions shall be on one or more of the following forms, based on the nature of the offense or breach of expected conduct and the history of performance of the employee:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension
- (d) Demotion
- (e) Discharge

Section 2. Disciplinary actions taken should be progressive in their applications, unless the offense is serious and warrants strong corrective action. Written disciplinary measures including written reprimands, notices of suspension, notices of demotion or discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee shall be given a copy of such reprimands or notices and if the employee does not sign and acknowledge receipt thereof, the County shall indicate that the copy was given to or mailed to the employee and shall indicate the date of such action.

Section 3. Action to suspend or discharge shall be in written form and shall state the reasons for the action taken. Such notices shall also indicate the effective date or the time period, if appropriate, for which the action shall be effective. A demotion action shall state the classification to which the employee is demoted.

Section 4. Notices of discharge shall state the time and place for a probable cause meeting before the County Administrator. At the probable cause meeting the employee shall be entitled to hear an explanation of the charge against him/her and shall be entitled to present his/her side of the story. The employee shall have the option of having a Union representative present at the meeting. At the conclusion of the meeting the County Administrator shall make a determination as to whether probable cause exists to believe the discharge is warranted and shall announce the determination verbally to the employee and the Union representative, if present. The probable cause hearing precedes finalizing the discharge and does not take the place of any steps in the grievance procedure.

Section 5. The Union shall be provided with a copy of any notice of suspension, demotion or discharge and employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

Section 6. A suspension of not less than five (5) calendar days, without pay, shall precede the effective date of any discharge action, subject to the employee being repaid if the employee's grievance is upheld.

Section 7. Covered employees may examine their own individual personnel files at reasonable times under the direct supervision of the County.

Section 8. Grievances relating to a discharge may be initiated by the Union in Step 2 of the grievance procedure.

ARTICLE 14
SAFETY

Section 1. The County and the union agree to jointly promote safe and healthy working conditions, to cooperate in safety matters, and to assure that employees work in a safe manner.

Section 2. The county shall provide required safety equipment as needed to perform specific job functions, including but not limited to the following: hard hats, reflective vests, non-prescription safety glasses, goggles/face shields, chain saw boots, chaps, gloves and any other equipment mandated by OSHA.

ARTICLE 15
COMPENSATION

Section 1. The parties agree that the hourly wage rates from January 1, 2022 through December 31, 2024 for each position covered by this Agreement shall be as indicated on APPENDIX B.

Section 2. Each employee shall start at the beginning of the base salary schedule amount shown in Section 1, hereof, for his/her position and shall be eligible for subsequent step increases, based on a 2,080-hour work year and subject to satisfactory job performance.

Section 3. Any employee promoted during the term of this Agreement shall be covered by the new salary table attached and shall be granted an increase, effective with the date of promotion, to the same years of service in the new position as he/she was on the old position. Increases, thereafter, shall be annually based on the date of promotion and satisfactory performance. Any employee demoted to a lower paid position shall be reduced in salary, effective with the date of demotion, to the same years of service in the new position as he/she was on in the old position, except that employees whose date of employment is before January 1, 1981, will not be compensated at a rate lower than the minimum for Maintenance Worker II.

Section 4. Pay day shall be every other Friday. Overtime shall be paid either on the paycheck covering the pay period in which the overtime is earned or the following paycheck.

Section 5. Out of Category Work. An employee required to work in a position or category other than that for which he/she is customarily assigned shall be compensated as follows:

- A. For work in a higher paid category, the employee shall be paid according to the out-of-class range at the designated salary that is the next-highest above the employee's regular base rate of pay, including travel time and equipment maintenance time if the travel and maintenance time would otherwise be paid. Employees assigned to work out-of-class as General Foreman, however, shall be paid at the same step level on the General Foreman salary schedule as they are at in their regular position.

- B. For work in a lower paid category (not amounting to a demotion), the employee shall be paid at his/her regular (higher) rate of pay.
- C. For purposes of determining out of category work, all utility tractors, regardless of attachments, shall be designated as “medium” equipment and the lowboy shall be designated as “heavy” equipment.

ARTICLE 16
SCOPE OF AGREEMENT

Section 1. This Agreement shall represent the complete agreement between the Union and the County. The parties acknowledge that 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 that the complete understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement.

Section 2. This Agreement is subject to the laws of the United States and of the State of Minnesota. In the event any provision of this Agreement shall be held to be 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 shall continue in full force and effect. The voided provision may be negotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

Section 3. The County and the Union agree that nothing in this Agreement shall limit or impair the rights of covered employees under the laws of the United States or of the State of Minnesota.

ARTICLE 17
TERM OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from the 1st day of January, 2022 to the 31st day of December, 2024 and shall automatically be renewed from year to year, thereafter, unless either party shall notify the other, in writing, October 1 prior to any subsequent anniversary date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 9th day of March 2022.

For:

COOK COUNTY



County Board Chair



County Administrator

For:

LOCAL NO. 49, INTERNATIONAL UNION
OF OPERATING ENGINEERS



Area Business Representative



Business Manager

APPENDIX A
Cook County-Local 49 International Union of Operating Engineers
(Ref: Article 2)
Positions and Position Descriptions

<u>Position</u>	
Eng. Technician II	170
Eng. Technician	160
Shop Foreman	160
Mechanic	150
Assistant Mechanic	140
Main. Wkr. III	150
Main. Wkr. II	140
Main. Wkr. I	130
Seasonal Worker/ Engineering Aide	110

Job Description

JOB TITLE: Assistant Mechanic	DATE PREPARED:
DEPARTMENT: Road and Bridge	DATE UPDATED: 8/2/2016
REPORTS TO: Maintenance Supervisor/Shop Foreman	JOB GRADE: 140
FLSA:	

JOB SUMMARY:

Performs mechanical maintenance and/or repair of Highway Department vehicles, buildings and grounds. Maintains shop inventory and inventory records. Works under the direction of the Shop Foreman and performs routine duties during the Shop Foreman's absence.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Performs daily routine maintenance, cleaning and repair on all heavy/light equipment, changing oil filters, hydraulic hoses, etc., and conducting engine/vehicle repairs as needed. Tests heavy/light equipment operation, as necessary, in the field or shop. Installs after-market equipment such as radios, fuel tanks, distance measuring instruments (DMIs) and so forth.
2. Maintains shop and equipment, following all safety rules and keeping a clean and neat work place. Attends safety and training seminars or conferences to conform with OSHA and DOT regulations. Obtains and maintains chainsaw, forklift and crane/hoist certifications.
3. Maintains accurate inventory reports of all parts and supplies. Maintains repair and service records for all equipment worked on daily.
4. Services fuel facility with minor repairs, upkeep and testing. Obtains/maintains MPCA Class B Operator certification for fueling facility.
5. Orders, picks up and delivers parts.
6. Assists with maintenance activities such as snow/ice removal and equipment transportation as needed. Assists maintenance and engineering staff when not involved in mechanic work or in an emergency, such as, but not limited to, traffic control or surveying.
7. Uses computerized diagnostics equipment to determine problems with machines and fix them or send to external vendors

NON-ESSENTIAL FUNCTIONS:

1. Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience

- Associate degree from a two-year technical school in light and heavy equipment mechanics, plus two (2) years of experience, or an equivalent combination of work/training sufficient to perform the essential functions of the job.
- Demonstrated ability to evaluate and repair engines, equipment and electrical/hydraulic/fuel systems as assigned in a competent, efficient and safe manner. Ability to operate and maintain shop tools. Computer skills and familiarity with inventory recordkeeping.

- Possession of prior gas, arc and wire feed welding experience a plus.

Required Certifications/Licenses

- Must possess a valid Minnesota Class A commercial driver's license or be able to obtain within 6 months of hire.
- Special certification to fix AC equipment. Must adhere to the provisions of the Cook County Drug and Alcohol Testing policy in conformance with Federal Dept. of Transportation rules.

INTERNAL/EXTERNAL RELATIONSHIPS:

- Department staff
- County staff

WORKING ENVIRONMENT:

- Duties are performed primarily in a service garage but also are performed at construction sites.

PHYSICAL REQUIREMENTS OF THIS POSITION:

- Duties are performed primarily in a service garage but also are performed at construction sites.
- The work requires exposure to moving parts such as the fan of an engine being repaired, wheel balancing equipment, or a tool, such as a grinder or drill press which is being used to fabricate parts.
- The work may expose incumbents to workplace hazards such as carbon monoxide from exhaust fumes, asbestos particles from brake and clutch repair, smoke from welding, fumes from solvents used to degrease equipment, or fumes from paints, enamels or lacquers used to repair and paint equipment.
- The work may expose incumbents to noise from impact wrenches used to tighten bolts and from grinders, drill presses or cutting tools used to fabricate and cut parts necessary for repair.
- When making service calls to repair equipment on the road, incumbents may encounter adverse weather conditions and will work on equipment wherever the equipment is located.
- The duties also require the incumbent to report to work in emergency situations such as snow storms, floods or tornadoes.
- Requires lifting heavy equipment and moving parts weighing up to 100 pounds.

JOB DESCRIPTION

JOB TITLE: Engineering Technician	DATE PREPARED:
DEPARTMENT: Road & Bridge	DATE UPDATED: 8/3/2016
REPORTS TO: Assistant County Engineer	JOB GRADE: 160
FLSA:	

JOB SUMMARY:

Performs skilled engineering and technical work for upgrading county highways and bridges by applying engineering and technical knowledge to prepare contract documents, enforce contract provisions and perform technical studies.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Designs highway and bridge improvements to determine the type and amount of work needed using standards, drawings, calculations, graphs, calculators, computers, and other tools, prepares cost estimates for construction projects using design information and construction data from similar projects. Prepares contract proposals and specifications for construction projects. Identifies work items and special provisions to be used in the contract proposal. Prepares storm water pollution prevention plans for all construction projects. Uses CADD and the Civil Engineering Design software to design final project. Prepares permits for roadway, bridge and culvert projects. Typical permits include stream crossing, wetland impact, construction storm water and demolition. Evaluates the work involved and the cost to acquire permits to work in protected or impaired waters and wetlands.
2. Conducts preliminary field engineering surveys to use as a basis for making design decisions. Locates physical restraints and identifies soil types and drainage patterns. Uses Total Stations, Global Positioning Systems (GPS), levels and other tools to locate physical features. Supervises and directs work of field crews, engineering aides and engineering interns during preliminary field surveys. Performs construction staking using plans, notes, survey instruments and professional judgment.
3. Determines the extent of property requirements for highway right-of-way and construction easements. Researches property records for right-of-way acquisitions to determine parcel sizes, ownership, locations, types of interest in each parcel, existing easements and other required information. Prepares plans, legal descriptions and quantities of right-of-way needed for construction projects.
4. Monitors and reports on the progress and construction methods of projects to ensure that contractors meet project specifications. Coordinates activities; conducts meetings; and resolves issues between contractors, landowners, survey crews, utilities or other agencies. Prepares various reports required by state, federal and county agencies. Prepares partial and final payment vouchers. Runs required tests to ensure compliance with project specifications. Attends preconstruction conferences with contractors and utilities to determine proper scheduling of events and to coordinate survey and inspection activities. Supervises and directs work of field crews and engineering aides/interns on construction projects.
5. Performs annual bridge safety inspections and prepares bridge safety reports to be submitted to MN/DOT. Coordinates inspections and reports with MN/DOT. Prepares yearly bridge inventory reports, costs and needs studies for MN/DOT, which enables the County Engineer to determine the cost to upgrade the County State-aid road system. Obtains and maintains bridge safety inspector certification as required.
6. Assists maintenance crews during times of highway emergencies, such as floods, wind storms, wild fires or other incidents as determined by the County Engineer.

NON-ESSENTIAL FUNCTIONS:

1. Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:**Education and Experience**

- Associate degree in related technical/Civil Engineering Technology or Civil Engineering, Computer Aided Design (CAD) drafting, plus four (4) years of related field experience. Or an equivalent combination of education and experience sufficient to perform the essential functions of the job.
- Prior highway technician experience preferred.
- Must possess advanced math and computer skills.
- Must be physically fit to perform strenuous work in all types of weather conditions.
- Tools and Equipment used:
- Surveying instruments and measurement devices; construction testing equipment; personal computer including word processing, spreadsheet, data base and computer aided design software; standard drafting tools; pipe locator; engineering calculator; motor vehicle; phone; mobile radio.

Required Certifications/Licenses

- Must be a MN/DOT certified Construction Technician or be able to achieve certification as required.
- Must have a valid driver's license.

INTERNAL/EXTERNAL RELATIONSHIPS:

- Other technicians, the Highway Department Accountant and the Assistant County Engineer on a daily basis.
- Regularly works with the Maintenance Department Supervisor and the Maintenance III positions.
- Interacts with the public on matters involving property and right of way. Occasionally works with city, tribal government and state aid officials on project matters.

WORKING ENVIRONMENT:

- Work is performed primarily outdoors during the summer and both indoors and outdoors during the winter.
- Field work involves exposure to inclement weather, outdoor hazards and those associated with construction projects, such as working in swampy or rough terrain with irritating vegetation, exposure to insects, noise and air pollution, and work in traffic and around heavy construction equipment.

PHYSICAL REQUIREMENTS OF THIS POSITION:

- Sit or stand at a desk for extended periods of time and perform work at a computer.
- Hear and speak effectively to communicate by phone or in person with manager, employees, county personnel and others to discuss construction design matters.
- Apply manual dexterity to operate a computer keyboard and mouse, handle engineering documents and manipulate survey equipment.
- Fine coordination of fingers and hands while drafting and using survey equipment.
- Apply visual acuity to read computer screens, blueprints, schematics and printed instructions, use surveying equipment, drive to construction sites and to see both close-up and distances while performing regular duties.
- Stand for extended periods of time at construction sites.
- Apply physical coordination in order to:
 - Safely drive to construction sites under various road and weather conditions;
 - Traverse uneven ground at construction sites.

- Properly set up and take down surveying equipment.
- Office work may include reaching for documents and supplies, standing or kneeling to search through file cabinets, fingering to find files, grasping documents, and repetitive motions such as typing and sorting.
- Strength to lift and carry items weighing up to 50 pounds, such as surveying equipment and concrete test cylinders.

JOB DESCRIPTION

JOB TITLE: Maintenance Foreman	DATE PREPARED:
DEPARTMENT: Road and Bridge	DATE UPDATED: 8/4/2016
REPORTS TO: Maintenance Supervisor	JOB GRADE: 160
FLSA:	

JOB SUMMARY:

Works under the direction of the Maintenance Supervisor and/or County Engineer to direct the daily operations of the maintenance staff.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Directs and monitors the activities of maintenance personnel and temporary maintenance workers to include assignment of work and machinery and materials required. Ensures daily equipment inspections and routine maintenance assigned to maintenance staff are performed as scheduled. Works with Shop Foreman to coordinate fleet maintenance and repair. Ensures adherence to safety policies and regulations.
2. Consults with Maintenance Supervisor regarding performance evaluations for maintenance crew and temporary maintenance workers. Reports performance concerns to Maintenance Supervisor.
3. Makes recommendations regarding annual maintenance projects to Maintenance Supervisor. Helps ensure implementation of the annual plan for maintenance projects as directed by the Maintenance Supervisor, including striping, grading, signage and pavement maintenance.
4. Under the direction of the Maintenance Supervisor, ensures implementation of the Subordinate Governmental Service Districts (SGSD) summer and winter maintenance contracts.
5. Maintains material and maintenance project records. Monitors maintenance division inventory levels and reports status to Maintenance Supervisor.
6. Fills in for Maintenance Supervisor as needed. Monitors weather and road conditions, and calls out crew as required during winter and other emergency weather events.
7. Fills in for maintenance staff as needed, operating tandem axle dump trucks and heavy equipment as required.
8. Reviews requests for information and complaints from the public regarding maintenance matters. Reports information and makes recommendations for issue resolution to Maintenance Supervisor as required.
9. Give work direction to Maintenance Worker III and II's on crews.

NON-ESSENTIAL FUNCTIONS:

1. Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience

- Associate degree or equivalence and four (4) years' experience operating highway maintenance equipment and familiarity with highway maintenance or heavy construction work is required. Or an equivalent combination of education and experience sufficient to perform the essential functions of the job.
- Prior crew lead experience is preferred.

- Must adhere to the provisions of the Cook County Drug and Alcohol Testing policy, in conformance with Federal Department of Transportation rules.
- Must be familiar with computers and other technical equipment in the Highway Department.

Required Certifications/Licenses

- Must possess a valid Minnesota Class A commercial driver's license.

INTERNAL/EXTERNAL RELATIONSHIPS:

- Department staff to get work assignments and to assign tasks to crew members.
- Other County departments to coordinate maintenance around other county facilities.
- General public to answer their questions about road maintenance.
- City, township, and state agencies to deal with questions about street maintenance, signs and snow plowing.

WORKING ENVIRONMENT:

- Work is performed in a normal office environment, on the road and in the highway maintenance garage.
- Extended time may be spent outdoors in the presence of construction machinery, heavy traffic and inclement weather.
- Incumbents must drive, often under adverse weather conditions, to determine work needs and inspect completed work.
- May be exposed to dirt, fumes, noise and hazardous substances when discussing or assigning equipment in the garage.
- Must be available during non-scheduled work hours to respond to roadway emergencies. Hours worked may be irregular and lengthy during emergencies and when on-call.

PHYSICAL REQUIREMENTS OF THIS POSITION:

- Hear and speak effectively to communicate by phone or in person with employees, utility representatives, vendors, agencies, property owners and others to give and receive information as well as to get status updates and give work direction.
- Apply manual dexterity to take notes on maintenance status and other information and to operate a computer keyboard and mouse to enter data, prepare reports, correspond and search for information.
- Apply visual acuity to read computer screens and printed documents, drive to and evaluate road and bridge conditions and see both close-up and distances in performing maintenance inspections.
- Sit or stand at a desk for extended periods of time to process work documents or do computer-based work.
- Stand at a work site for two to four hours at a time.
- Apply physical coordination in order to safely drive an automobile and/or light truck throughout the county under various road and weather conditions.
- Physical ability to climb stairs, kneel, stand, grasp, balance, walk, stoop, reach, push and pull while working in the field or garage reviewing maintenance work.
- Ability to lift up to 50 pounds to carry and move items such as a pick-up truck tire, container of fuel, etc.

JOB DESCRIPTION

JOB TITLE: MAINTENANCE WORKER I	DATE PREPARED:
DEPARTMENT: Road & Bridge	DATE UPDATED:
REPORTS TO: Maintenance Supervisor	JOB GRADE: 130
FLSA: NO	

JOB SUMMARY:

Maintains and constructs county roads and bridges by operating equipment such as tractor mower and tractor/boom brusher. May operate tandem dump truck, as assigned by the Maintenance Supervisor. Shall perform general labor tasks as assigned.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Maintains vegetation along county roads by operating a tractor-mower and tractor-boom brusher.
2. Aids in the maintenance of gravel roads by operating a tractor with various attachments, ie. Reclaiming disc, rock rake, sweeper.
3. Repairs and maintains roads doing pothole repairs using the Hot Patch repair trailer. Determines extent of repairs needed and makes those repairs using appropriate safety measures.
4. Aids in the installation of culverts during the removal of old pipe and the installation of new pipe, including back filling and compaction.

Performs general labor such as, but not limited to working with shovels, axes, chainsaws and other hand tools. Picks rock, patches blacktop, seals cracks, makes minor bridge

5. repairs, paints, and steams culverts. Serves as shop helper, and does other manual work as assigned by Maintenance Supervisor.
6. Operates plow truck with wing and underbelly to fill in for Maintenance Worker II as directed by Maintenance Supervisor
7. Fills in on survey crew and construction inspection as needed.
8. Operates dump truck to fill in for Maintenance Worker II as directed by Maintenance Supervisor.
9. Performs routine maintenance on trucks and equipment. Assists mechanic in repair process.
10. Controls flagging operations at road maintenance project sites.
11. Works with other equipment operators on ditch maintenance, road construction and other typical projects
12. Installs signs using tow-behind compressor/drivers. Operates GPS equipment to locate proper placement of signs. Installs signs to proper setbacks and height requirements.

QUALIFICATIONS: Specific training or job experience required before appointment:

Must possess a valid Minnesota Class B driver's license. Three to five years' experience in operation of equipment, such as tractor mowers, brushers, and road maintenance equipment. Some experience in operation of tandem trucks. Experience in road maintenance and construction practices. Ability to perform

strenuous job-related tasks. Ability to work independently in isolated areas in all types of weather.

WORKING ENVIRONMENT:

PHYSICAL REQUIREMENTS OF THIS POSITION:

JOB DESCRIPTION

JOB TITLE: Maintenance Worker II (Medium Equipment Operator)	DATE PREPARED:
DEPARTMENT: Road and Bridge	DATE UPDATED: 8/4/2016
REPORTS TO: Maintenance Supervisor	JOB GRADE: 140
FLSA:	

JOB SUMMARY:

Maintains and constructs county roads by operating equipment, such as tandem dump truck, tractor trailer unit, front-end loader, skid steer and backhoe. May periodically operate heavy equipment on an out-of-class basis.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Performs snow removal operations on all county roads in a safe and efficient manner, using a tandem axle truck equipped with front plow, wing, sander, and underbody blade. Performs ice control and removal with tandem axle truck. Clears frozen and blocked culverts using appropriate thawing equipment.
2. Hauls gravel or other materials to various county roads as directed, and assists with routine road construction and maintenance tasks. Patches holes in bituminous by using heated blacktop trailer. Sweeps roadways. Performs road shouldering operations as directed.
3. Inspects conditions of roadways, signs, guard rails, bridges, trees, etc., to identify any unsafe/hazardous conditions and uses best judgment to remedy or report to Maintenance Supervisor. Installs signs and posts using global positioning system (GPS) to find proper placement and install at proper height and setback. Installs proper traffic control devices when needed for the work zone as determined by Maintenance Supervisor.
4. Operates equipment out of class as directed by Maintenance Supervisor.
5. Performs routine maintenance on assigned equipment and assists mechanic in repair process. Performs general labor such as, but not limited to, working with shovels, axes, chainsaws and other hand tools. Picks rock, seals cracks, makes minor bridge repairs, paints, serves as shop helper, and does other manual work as assigned by Maintenance Supervisor.
6. Responds to after-hours emergency call-outs to remove roadway obstructions and/or repair roadway. Utilizes equipment necessary (tandem axle dump truck, backhoe, skid steer, chainsaw, etc.) to open roadway to a passable standard. Assists with traffic control as directed by Maintenance Supervisor.
7. Attends safety and training seminars or conferences to conform with OSHA, and DOT regulations. Obtains and maintains chainsaw and forklift certifications.

NON-ESSENTIAL FUNCTIONS:

1. Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience

- High school diploma, plus one year of post-secondary technical training, and two (2) years of relevant work experience. Or an equivalent combination of education and experience sufficient to perform the essential functions of the job.

- Experience in operating tandem trucks and other light equipment. Experience in constructing roads and maintaining roadways in summer and winter.
- Must adhere to the provisions of the Cook County Drug and Alcohol Testing policy, in conformance with Federal Department of Transportation rules.
- Must be subject to call out 24 hours a day, seven days a week.
- Must be able to work independently in isolated areas in all types of weather and in adverse/hazardous conditions.

Required Certifications/Licenses

- Must possess a valid Minnesota Class A commercial driver's license.

INTERNAL/EXTERNAL RELATIONSHIPS:

- General public
- Department staff

WORKING ENVIRONMENT:

- Work is performed mainly outside involving exposure to all weather conditions.
- Because incumbents primarily operate equipment at roadway construction sites, they are exposed to construction hazards, such as: traffic, dust, dirt, and noise.
- During the maintenance of equipment incumbents are subject to potentially hazardous substances such as diesel fuel, gasoline, lubricants, and solvents.
- May be required to report for work at any time in emergency conditions such as floods or snowstorms.
- Operating equipment near power lines (aerial and underground), fiber optic lines, various telephone lines, and gas lines.

PHYSICAL REQUIREMENTS OF THIS POSITION:

- Hear and speak effectively to communicate by phone or in person with labor crew leaders or maintenance and construction supervisors to coordinate work efforts as well as with others to give and receive instructions, provide oral reports of conditions and discuss other work-related matters.
- Apply manual dexterity to operate construction equipment, install or make repairs on equipment and to operate a computer keyboard and mouse.
- Apply visual acuity to read computer screens, blueprints, schematics and printed instructions, operate equipment in construction zones, and see both close-up and distances while performing regular duties.
- Sit in vehicles and equipment for extended periods of time to perform work duties.
- Apply physical coordination in order to:
 - Safely operate construction equipment;
 - Operate snow removal equipment;
 - Handle tools and equipment used to perform maintenance and construction work.
- Requires stooping, kneeling, crouching, reaching, walking, pushing, pulling, grasping, feeling, and repetitive motions.
- Strength to lift and carry items weighing up to 50 pounds, such as road construction tools/equipment and material.

JOB DESCRIPTION

JOB TITLE: Maintenance Worker III (Heavy Equipment Operator)	DATE PREPARED:
DEPARTMENT: Road and Bridge	DATE UPDATED: 8/7/2016
REPORTS TO: Maintenance Supervisor	JOB GRADE: 150
FLSA:	

JOB SUMMARY:

Inspect roads and recommends which county roads are in need of work, snow removal, or general repair. Maintains county roads and assigned city streets with road grader. Constructs entire sections of new road using road grader, loader, backhoe, and/or dozer. Serves as lead worker on road construction projects, with the Highway Maintenance Supervisor assigning and overseeing all work.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Clears snow and wings snow back from roadways with road grader. Performs ice control and removal with road grader. Clears frozen and blocked culverts using appropriate thawing equipment.
2. Constructs entire sections of new road following setting of grade stakes. Performs ditch cuts, culvert installations and finish grading operations.
3. Performs road maintenance and construction duties with heavy equipment. Directs the dumping/grading of material as to placement by type and quality of material. Operates all equipment needed to perform maintenance and construction duties, i.e., road grader, excavator, backhoe, skid steer, dozer, etc.
4. Installs and replaces culverts as directed. Oversees proper placement of rig-rap and erosion control. Directs disposal of old culverts and assures clean work site.
5. Performs routine maintenance on assigned equipment and assists mechanic in repair process. Performs general labor such as, but not limited to, working with shovels, axes, chainsaws and other hand tools. Picks rock, patches blacktop, seals cracks, makes minor bridge repairs, paints, serves as shop helper, and does other manual work as assigned by Maintenance Supervisor.
6. Inspects conditions of roadways, signs, guard rails, bridges, trees, etc., to identify any unsafe/hazardous conditions and uses best judgment to remedy or report to Maintenance Supervisor.
7. Responds to after-hours emergency call-outs to remove roadway obstructions and/or repair roadway. Utilizes equipment necessary (road grader, backhoe, chainsaw, etc.) to open roadway to a passable standard. Assists with traffic control as directed by Maintenance Supervisor.
8. Installs proper traffic control devices when needed for a work zone as determined by Maintenance Supervisor. Installs signs and posts using global positioning system (GPS) to find proper placement and install at proper height and setback.
9. Attends safety and training seminars/conferences to conform with OSHA and DOT regulations. Obtains and maintains chainsaw and forklift certifications.

NON-ESSENTIAL FUNCTIONS:

1. Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience

- Associate degree in heavy equipment operation, plus four (4) years of relevant experience. Or an equivalent combination of education and experience sufficient to perform the essential functions of the job.
- Experience in operating and maintaining trucks, heavy equipment and other road maintenance equipment.
- Experience in constructing roads and maintaining roadways in summer and winter.
- Must adhere to the provisions of the Cook County Drug and Alcohol Testing policy, in conformance with Federal Department of Transportation rules.

Required Certifications/Licenses

- Must have a valid Minnesota Class A commercial driver's license.
- Forklift license

INTERNAL/EXTERNAL RELATIONSHIPS:

- General public
- Department staff

WORKING ENVIRONMENT:

- Work is performed mainly outside involving exposure to all weather conditions.
- Because incumbents primarily operate heavy equipment at roadway construction sites, they are exposed to construction hazards, such as: traffic, dust, dirt, and noise.
- During the maintenance of equipment incumbents are subject to potentially hazardous substances such as diesel fuel, gasoline, lubricants, and solvents.
- May be required to report for work at any time in emergency conditions such as floods or snowstorms.
- Operating equipment near power lines (aerial and underground), fiber optic lines, various telephone lines, and gas lines.

PHYSICAL REQUIREMENTS OF THIS POSITION:

- Hear and speak effectively to communicate by phone or in person with labor crew leaders or maintenance and construction supervisors to coordinate work efforts as well as with others to give and receive instructions, provide oral reports of conditions and discuss other work-related matters.
- Apply manual dexterity to operate construction equipment, install or make repairs on equipment and to operate a computer keyboard and mouse.
- Apply visual acuity to read computer screens, blueprints, schematics and printed instructions, operate equipment in construction zones, and see both close-up and distances while performing regular duties.
- Sit in vehicles and equipment for extended periods of time to perform work duties.
- Apply physical coordination in order to:
 - Safely operate construction equipment;
 - Operate snow removal equipment;
 - Handle tools and equipment used to perform maintenance and construction work.
- Requires stooping, kneeling, crouching, reaching, walking, pushing, pulling, grasping, feeling, and repetitive motions.

Strength to lift and carry items weighing up to 50 pounds, such as road construction tools/equipment and material.

JOB DESCRIPTION

JOB TITLE: Shop Foreman	DATE PREPARED:
DEPARTMENT: Road & Bridge	DATE UPDATED: 8/7/2016
REPORTS TO: Maintenance Supervisor	JOB GRADE: 160
FLSA:	

JOB SUMMARY:

Work under the direction of the Maintenance Supervisor in maintaining and upgrading the Highway Department equipment, fleet and facilities. Direct the work of the assistant mechanic and other shop staff with respect to equipment and shop maintenance activities. Primarily does skilled equipment maintenance and repair.

ESSENTIAL FUNCTIONS/RESPONSIBILITIES:

The following duties are normal for this classification. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

1. Maintains, repairs and upgrades the department's equipment and fleet.
2. Directs the work of the Assistant Mechanic and other department personnel with respect to equipment repair and shop maintenance activities, and oversees other work as directed by the Maintenance Supervisor.
3. Oversees records of service and repair work on equipment.
4. Oversees inventory, the purchase of shop equipment, and the warehousing of equipment, parts and supplies. Assists in the preparation of the annual shop budget.
5. Ensures compliance with safety regulations. Ensures that equipment is inspected and records are properly maintained in accordance with DOT regulations. Ensures that shop meets OSHA regulations. Inspects or schedules inspections for hoist, overhead crane and man lift. Attends safety and training seminars or conferences to conform with OSHA and DOT regulations.
6. Uses computerized diagnostics equipment to determine problems with machines and fix them or send to external vendors

NON-ESSENTIAL FUNCTIONS:

1. Perform other related duties as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience

- Two-year technical school heavy equipment mechanics program plus four (4) years of experience in heavy equipment mechanics, or an equivalent combination of education and experience sufficient to perform the essential functions of the job.
- Demonstrated ability to maintain, repair and upgrade heavy and light equipment in a competent, efficient and safe manner.
- Ability to assist and oversee the work of less experienced mechanics.
- Scheduling/managing priorities on a daily basis; and tracking inventory.
- Good computer skills required.

- Able to weld proficiently.

Required Certifications/Licenses

- Must possess a valid driver's license and possess or be able to obtain a Minnesota commercial Class A driver's license within 6 months of hire.
- Must be forklift certified or become certified.
- Must be certified for crane operation if/when applicable.
- Must adhere to the provisions of the Cook County Drug and Alcohol Testing policy in conformance with Federal Department of Transportation rules.

INTERNAL/EXTERNAL RELATIONSHIPS:

- Interact with Highway Department staff.

WORKING ENVIRONMENT:

- Duties are performed primarily in a service garage but also are performed at construction sites.

PHYSICAL REQUIREMENTS OF THIS POSITION:

- Duties are performed primarily in a service garage but also are performed at construction sites.
- The work requires exposure to moving parts such as the fan of an engine being repaired, wheel balancing equipment, or a tool, such as a grinder or drill press which is being used to fabricate parts.
- The work may expose incumbents to workplace hazards such as carbon monoxide from exhaust fumes, asbestos particles from brake and clutch repair, smoke from welding, fumes from solvents used to degrease equipment, or fumes from paints, enamels or lacquers used to repair and paint equipment.
- The work may expose incumbents to noise from impact wrenches used to tighten bolts and from grinders, drill presses or cutting tools used to fabricate and cut parts necessary for repair.
- When making service calls to repair equipment on the road, incumbents may encounter adverse weather conditions and will work on equipment wherever the equipment is located.
- The duties also require the incumbent to report to work in emergency situations such as snow storms, floods or tornadoes.
- Requires lifting heavy equipment and moving parts weighing up to 100 pounds.

APPENDIX B

Cook County-Local No. 49 International Union of Operating Engineers
(Ref: Article 16)
2022 - 2024 Hourly Base Wage Scale

Hourly wage rates as of 12/31/21

Grade	Starting Rate	Step (1)	Step (2)	Step (3)	Step (4)	Step (5)	Step (6)	Step (7)
170	\$ 24.43	\$ 25.56	\$ 26.73	\$ 27.96	\$ 29.25	\$ 30.60	\$ 32.00	\$ 33.47
160	\$ 22.55	\$ 23.59	\$ 24.67	\$ 25.81	\$ 26.99	\$ 28.24	\$ 29.54	\$ 30.89
150	\$ 20.91	\$ 21.88	\$ 22.88	\$ 23.94	\$ 25.04	\$ 26.19	\$ 27.39	\$ 28.65
140	\$ 19.61	\$ 20.51	\$ 21.45	\$ 22.44	\$ 23.47	\$ 24.55	\$ 25.68	\$ 26.86
130	\$ 18.38	\$ 19.23	\$ 20.11	\$ 21.04	\$ 22.00	\$ 23.01	\$ 24.07	\$ 25.18
120	\$ 17.15	\$ 17.94	\$ 18.77	\$ 19.63	\$ 20.53	\$ 21.48	\$ 22.47	\$ 23.50
110	\$ 16.05	\$ 16.78	\$ 17.56	\$ 18.36	\$ 19.21	\$ 20.09	\$ 21.02	\$ 21.98
100	\$ 14.95	\$ 15.64	\$ 16.35	\$ 17.11	\$ 17.89	\$ 18.72	\$ 19.58	\$ 20.48

2022 (3.0% COLA)

Grade	Starting Rate	Step (1)	Step (2)	Step (3)	Step (4)	Step (5)	Step (6)	Step (7)
170	\$ 25.17	\$ 26.33	\$ 27.54	\$ 28.80	\$ 30.13	\$ 31.51	\$ 32.96	\$ 34.48
160	\$ 23.23	\$ 24.30	\$ 25.41	\$ 26.58	\$ 27.80	\$ 29.08	\$ 30.42	\$ 31.82
150	\$ 21.54	\$ 22.53	\$ 23.57	\$ 24.65	\$ 25.79	\$ 26.97	\$ 28.21	\$ 29.51
140	\$ 20.20	\$ 21.12	\$ 22.10	\$ 23.11	\$ 24.18	\$ 25.29	\$ 26.45	\$ 27.66
130	\$ 18.93	\$ 19.80	\$ 20.71	\$ 21.67	\$ 22.66	\$ 23.71	\$ 24.80	\$ 25.93
120	\$ 17.67	\$ 18.48	\$ 19.33	\$ 20.22	\$ 21.15	\$ 22.12	\$ 23.14	\$ 24.20
110	\$ 16.53	\$ 17.29	\$ 18.08	\$ 18.92	\$ 19.79	\$ 20.70	\$ 21.65	\$ 22.64
100	\$ 15.40	\$ 16.10	\$ 16.85	\$ 17.62	\$ 18.43	\$ 19.28	\$ 20.17	\$ 21.09

2023 (3.5% COLA)

Grade	Starting Rate	Step (1)	Step (2)	Step (3)	Step (4)	Step (5)	Step (6)	Step (7)
170	\$ 26.05	\$ 27.25	\$ 28.50	\$ 29.81	\$ 31.18	\$ 32.62	\$ 34.12	\$ 35.68
160	\$ 24.04	\$ 25.15	\$ 26.30	\$ 27.51	\$ 28.78	\$ 30.10	\$ 31.49	\$ 32.93
150	\$ 22.30	\$ 23.32	\$ 24.39	\$ 25.52	\$ 26.69	\$ 27.92	\$ 29.20	\$ 30.54
140	\$ 20.90	\$ 21.86	\$ 22.87	\$ 23.92	\$ 25.02	\$ 26.17	\$ 27.38	\$ 28.63
130	\$ 19.59	\$ 20.50	\$ 21.44	\$ 22.42	\$ 23.46	\$ 24.54	\$ 25.66	\$ 26.84
120	\$ 18.29	\$ 19.13	\$ 20.01	\$ 20.93	\$ 21.89	\$ 22.90	\$ 23.95	\$ 25.05
110	\$ 17.11	\$ 17.89	\$ 18.72	\$ 19.58	\$ 20.48	\$ 21.42	\$ 22.41	\$ 23.43
100	\$ 15.94	\$ 16.67	\$ 17.44	\$ 18.24	\$ 19.08	\$ 19.95	\$ 20.87	\$ 21.83

2024 (3.5% COLA)

Grade	Starting Rate	Step (1)	Step (2)	Step (3)	Step (4)	Step (5)	Step (6)	Step (7)
170	\$ 26.96	\$ 28.20	\$ 29.50	\$ 30.85	\$ 32.27	\$ 33.76	\$ 35.31	\$ 36.93
160	\$ 24.88	\$ 26.03	\$ 27.22	\$ 28.48	\$ 29.78	\$ 31.16	\$ 32.59	\$ 34.08
150	\$ 23.08	\$ 24.14	\$ 25.25	\$ 26.41	\$ 27.62	\$ 28.89	\$ 30.22	\$ 31.61
140	\$ 21.63	\$ 22.63	\$ 23.67	\$ 24.76	\$ 25.90	\$ 27.09	\$ 28.34	\$ 29.64
130	\$ 20.28	\$ 21.21	\$ 22.19	\$ 23.21	\$ 24.28	\$ 25.39	\$ 26.56	\$ 27.78
120	\$ 18.93	\$ 19.80	\$ 20.71	\$ 21.66	\$ 22.66	\$ 23.70	\$ 24.79	\$ 25.93
110	\$ 17.71	\$ 18.52	\$ 19.37	\$ 20.26	\$ 21.19	\$ 22.17	\$ 23.19	\$ 24.25
100	\$ 16.49	\$ 17.25	\$ 18.05	\$ 18.88	\$ 19.74	\$ 20.65	\$ 21.60	\$ 22.59

Longevity

In addition to the wage scale County proposes longevity pay increases of:

- 4% increase at ten years of service
- an additional 3% at 15 years of service
- an additional 2% at 20 years of service

Longevity would be added to current pay for each employee