



Board of County Commissioners Agenda Request

25

Agenda Item #

Requested Meeting Date: 11/25/2014

Title of Item: Ratify 2015-2016 Local 49 Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Bobbie Danielson		Department: Human Resources Dept.
Presenter (Name and Title): Bobbie Danielson, HR Director		Estimated Time Needed: n/a, consent agenda
Summary of Issue: A copy of the red-lined contract is attached showing all changes.		
Alternatives, Options, Effects on Others/Comments: None		
Recommended Action/Motion: Motion to ratify the 2015-2016 Local 49 Agreement as presented and authorize the Chairperson, County Administrator, and HR Director to sign.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ n/a Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> n/a		

Agreement

between

Aitkin County and

The International Union of
Operating Engineers, Local #49

Road & Bridge Department

January 1, 2015 – December 31, 2016

Deleted: 2013

Deleted: 2014

Table of Contents (will finalize contents & page #'s on signature copy and switch roman numerals to numbers throughout, add Christmas Eve

MOU

AGREEMENT 3

ARTICLE I 3

 UNION RECOGNITION..... 3

ARTICLE II..... 3

 DEFINITIONS..... 3

ARTICLE III 4

 MANAGEMENT RIGHTS 4

ARTICLE IV 4

 HOURS 4

ARTICLE V 5

 HOLIDAYS 5

ARTICLE VI 6

 VACATIONS 6

ARTICLE VII..... 6

 HEALTH & WELFARE INSURANCE 6

ARTICLE VIII 7

 SICK LEAVE BENEFITS / CARE OF RELATIVES 7

ARTICLE IX 8

 PERSONAL LEAVE..... 8

ARTICLE X 8

 SENIORITY 8

ARTICLE XI 9

 GRIEVANCE PROCEDURE..... 9

ARTICLE XII 11

 WAGES..... 11

ARTICLE XIII 12

 SAFETY 12

ARTICLE XIV 12

 SAVINGS CLAUSE 12

ARTICLE XV 13

 DURATION 13

APPENDIX A 14

 WAGE SCHEDULES..... 14

APPENDIX B 15

 MEMORANDUM OF AGREEMENT – YEAR ROUND SEASONAL EMPLOYEE..... 15

Deleted: 12

Deleted: 12

AGREEMENT

This Agreement, entered into on January 1, ~~2015~~, between Aitkin County Board, hereinafter referred to as the "Employer", and Local Union No. 49, International Union of Operating Engineers, hereinafter referred to as the "Union".

Deleted: 2013

ARTICLE I UNION RECOGNITION

Section 1.1 The Board hereby recognizes Local Union No. 49, International Union of Operating Engineers, as the exclusive representative of all employees of the Aitkin County Road & Bridge Department who are employed for fourteen (14) or more hours per week or for more than sixty-seven (67) working days per calendar year, excluding supervisory employees, confidential employees, and the County Engineer, for the purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment as per certification by the State Bureau of Mediation Services dated November 21, 1989 as defined in Case No. 90-PCL-3018.

Section 1.2 In recognition of the Union as the exclusive representative, the Employer shall deduct from the pay of all employees an amount sufficient to provide payment of dues (or a fair share deduction, as provided in Minn. Stat. 179A.06, subd. 3, if the employee elects not to become a member of the Union) established by the Union from the wages of all employees authorizing, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated officers of the Union.

ARTICLE II DEFINITIONS

Section 2.1 Permanent Employee: For purposes of this Agreement "permanent employee" means an employee hired for a position other than temporary or seasonal.

Section 2.2 Employee: For purposes of this Agreement, "employee" means an employee considered as a public employee as defined by PELRA.

Section 2.3 Seasonal Employee: For purposes of this Agreement, "seasonal employee" means a temporary employee hired to cover increased workloads in the department due to peak business demands.

Section 2.4 Temporary Employee: For purposes of this Agreement, "temporary employee" means an employee hired for a pre-established period of time which may not exceed sixty-seven days in a one calendar year period or 100 days if a student as defined in PELRA. Temporary employees work standard hours but are not seasonal. Temporary and seasonal employees are not eligible for benefits as defined under this Agreement.

Section 2.5 Employer: Aitkin County Board of Commissioners

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1: The management of Aitkin County and the direction of working forces, including the right to direct, plan and control the County's operations, to hire, recall, transfer, promote, demote, suspend, discipline, and discharge employees for good and sufficient reason, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, to manage the County, and perform any inherent managerial functions not specifically limited by this agreement, are vested exclusively in the County Board of Commissioners. The Employer agrees that in the exercising of these rights, it will not alter this Agreement.

Section 3.2: Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE IV
HOURS

Section 4.1 Normal Hours: The regular workday for employees shall be eight (8) hours. The regular workweek for employees shall be forty (40) hours, Monday through Friday.

Section 4.2 Summer Hours: Before May 15th of each year, the Employer will decide when members of the Road & Bridge Department will go to Summers Hours, which constitute ten (10) hours per day, Monday through Thursday, from approximately June 1st to September 30th. For those employees on Summer Hours, overtime is defined as all hours worked in excess of ten (10) hours per day, or forty (40) hours per week. Holidays are computed at ten (10) hours, and if a Major Holiday falls on a Friday or Saturday, the preceding Thursday shall be considered the holiday.

The County Engineer will determine Summer Hours for any employee hired after January 1, 1999 within the Road & Bridge Department.

Section 4.3 Overtime Pay: Overtime is defined as all hours worked in excess of eight (8) hours per day or the employee's regular work day if other than eight (8) hours or forty (40) hours per week, and for all hours worked on Saturday, Sunday and legal Holidays, or days observed as Holidays.

Overtime for all employees shall be paid as it is earned at the rate of time and one-half (1-1/2) cash payment. An employee who works on the calendar day on which a Major Holiday falls shall be paid at double time rates. An employee who works on the day observed as a Major Holiday shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

Section 4.4 Call Back: A permanent employee called back to work after completing the regular work day, or called out on a day off, shall receive a minimum of four (4) hours compensation at the overtime rate.

Section 4.5 Overtime Distribution: Overtime assignments shall be distributed fairly by classification and shop location. Overtime status will be reviewed quarterly.

Section 4.6 Compensatory Time: An employee working overtime shall have the option of electing compensatory time off in lieu of overtime at the time and one-half (1-1/2) rate subject to the following conditions:

- A. Compensatory time can be accumulated up to a maximum of forty (40) hours.
- B. Prior approval of the County Engineer shall be necessary before using compensatory time.
- C. Compensatory time off shall be taken consistent with the needs of the department.

Section 4.7 Rest Periods: There shall be a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m. of a working day for all employees covered under this Agreement.

Section 4.8 Work Location: The Employer may assign an employee to report in the employee's own vehicle to a shop location of equal or less distance than the employee's normal reporting shop location.

ARTICLE V HOLIDAYS

Section 5.1: All permanent employees shall be granted leave of absence with regular pay on all legal holidays. These are:

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

Permanent part-time (probationary and non-probationary) employees shall be entitled to holiday pay on a pro-rated basis.

Deleted: employed 20 or more hours per week on average

Section 5.2: If a major holiday falls upon a Saturday, the preceding Friday shall be considered a holiday for all employees. If a major holiday falls upon a Sunday, the following Monday will be considered a holiday for all employees. The remaining holidays will be observed only when they fall within the regular workweek. The term "major holiday" is defined to include New Year's Day, Memorial Day, Independence Day, Veterans Day and Christmas Day.

Deleted: Section 5.3: All permanent employees hired prior to April 1, 1984 shall be eligible for one (1) floating holiday per calendar year. The date of the "Floating Holiday" must be mutually agreed to between the permanent employee and the County Engineer ¶

**ARTICLE VI
VACATIONS**

Section 6.1: Full-time (probationary and non-probationary) employees shall be granted the following vacation schedule:

Completed Years of Service:	Rates of Accumulation of Vacation Days Per Month of Work:	Working Days Employee May Earn as Vacation Per Year:
0 – 3	1	12
3 – 5	1 – 1/4	15
5 – 10	1 – 1/2	18
10 – 15	1 – 3/4	21
15+	2	24

Section 6.2: Any vacation not taken in accordance with the above schedule will be allowed to accumulate up to one and one-half (1-1/2) times the employee's yearly vacation earned.

Section 6.3: Employees shall be allowed to take their vacation in accordance with their position on the seniority list according to classification. Accumulated vacation shall be paid upon termination, or in event of the death of the employee, it shall be paid to the beneficiary.

Section 6.4: Any vacation will be accrued and utilized by the hour.

Section 6.5: Vacation leave may be taken consistent with the needs of the Department subject to the prior approval of the County Engineer or designee.

**ARTICLE VII
HEALTH & WELFARE INSURANCE**

Section 7.1 Health and Welfare: Aitkin County Road and Bridge Department employees will participate in the Operating Engineers Local #49 Health and Welfare Fund. Permanent employees eligible are those individuals who are members of the Operating Engineers Local #49 and fair share permanent employees, and all new probationary permanent employees who are and will be working 30 or more hours per week on average.

Since the eligibility for coverage of insurance in the benefit fund is on a quarterly basis beginning September 1, December 1, March 1 and June 1, Aitkin County may pro-rate the sum on a monthly basis required to acquire health insurance for the new employee entering into the bargaining unit of Local #49. Upon any employee in this unit terminating his/her employment or going into retirement, Aitkin County will pro-rate and withhold any monies that have been paid for his or her insurance coverage beyond employee termination or retirement date from their last payroll earnings including any fringe benefits due and owing said employee upon termination. The County will withhold the amount equal to the employee's cost share as per current agreement.

The Employer's contribution toward the total premium for group insurance shall be as follows:

Effective January 1, 2015, \$950.00 per month

Deleted: Permanent employees hired prior to April 1, 1984 shall be granted the following vacation schedule:
 ¶ Completed Years of Service: ¶
Formatted: Left
Deleted: hired after April 1, 1984

Deleted: 3

Deleted: 4

Deleted: 5

Deleted: 6

Deleted: on a full-time basis

Deleted: Since the payment of insurance to the benefit fund is paid

Deleted: Effective January 1, 2012, \$810.00 per month[¶]

Deleted: 3

Deleted: 855

Effective January 1, 2016, \$1,000.00 per month

Deleted: 4
Deleted: 900

Any additional amount due shall be paid by the employee through payroll deduction.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

Section 7.2 Employee Contribution: In no event will the County's contribution exceed the actual cost of the coverage.

Section 7.3 Life Insurance: The County Board agrees to provide and pay for a life insurance policy of \$15,000.00 (fifteen thousand dollars) for all permanent employees and to provide life insurance coverage in the amount of \$10,000 (ten thousand dollars) for their spouses and dependents to age 26.

Deleted: 19

ARTICLE VIII
SICK LEAVE BENEFITS / CARE OF RELATIVES

Section 8.1 Sick Leave: ~~Full-time (probationary and non-probationary)~~ employees shall be credited with one (1) day (8 hours) of sick leave for each month worked. Sick leave shall be accumulated to a maximum of one hundred twenty (120) days (960 hours).

Deleted: All permanent

Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, mother-in-law, father-in-law, or grandchild. The County Engineer, at his/her discretion, may require a doctor's certificate showing the nature of an injury of illness.

Deleted: Sick leave will be granted for actual sickness, temporary physical disability, serious illness or death in the immediate family as defined in Section 8.2 and 8.3 or quarantine.

Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

Deleted: employed 20 or more hours per week on average

Part-time (probationary and non-probationary) employees shall be entitled to sick leave pay on a pro-rated basis.

Deleted: If sick leave is depleted, the employee shall be entitled to reduce the severance pay that is set aside as sick leave only after using all of the available sick leave. ¶

Sick leave will be accrued and utilized by the hour.

Section 8.2 Family and Medical Leave: Eligible employees will be granted FMLA in accordance with County policy.

Deleted: Eligible employees will be granted up to twelve (12) weeks of unpaid Family or Medical leave for their own serious illness, the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent. Family and Medical Leave is defined in Public Law 103-3 and detailed in the Special Supplement published by the Bureau of national Affairs, Inc. Employees taking this leave are entitled to receive health benefits while they are on unpaid leave under the same terms and conditions as when they were on the job. The County guarantees the employee the right to return to their previous or an equivalent position with no loss of benefits at the end of the leave. The employee must use all accrued Sick Leave, Personal Leave, and Vacation prior to starting any unpaid portion as per Aitkin County Board Resolution 93-88. The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

Section 8.3 Funeral Leave: Up to three (3) days paid funeral leave will be granted to an employee when a death occurs in their immediate family for the purpose of attending the funeral and related matters.

Immediate family includes: spouse, child, step-child, parents, step-parents, siblings, step-siblings, grandparent, grandchild, the employee's spouse's mother, father, grandparent, sister or brother, and any person whom the employee has been declared legal guardian.

An additional leave of up to two (2) days absence may be granted for travel to and from a funeral and must be approved by the Department Head.

Temporary and seasonal employees shall not be eligible for funeral leave benefits.

Section 8.4 Workers' Compensation: ~~Worker's Compensation will be administered in accordance with county policy. (Willie, please ask members to provide feedback on the draft.)~~

**ARTICLE IX
PERSONAL LEAVE**

Full-time (probationary and non-probationary) employees shall be granted four (4) days personal leave, not to be accumulative. Personal leave may be taken consistent with the needs of the department subject to the prior approval of the County Engineer or designee. Personal leave days may not be used in increments of less than one-half day.

Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis.

**ARTICLE X
SENIORITY**

Section10.1: A policy of Seniority shall be formulated that will give permanent employees with longer periods of service an opportunity for promotion and also give all employees a feeling of security.

A. There shall be a seniority list established which shall include the Maintenance Department, based on the employee's original date of hire.

B. There shall be a seniority list established which shall include the Engineering Department, based on the employee's original date of hire.

C. There shall be a seniority list established which shall include all permanent employees of the Road and Bridge Department, based on the employees' original date of hire.

Section10.2: New employees shall be on a six (6) month probationary period.

Section10.3: In the event of lay off due to lack of work, employees with the least seniority shall be first to be laid off, then permanent employees with the least seniority shall be laid off, and in the event of rehire, the last permanent employee laid off shall be the first to be rehired. No permanent employee shall be laid off out of turn on the seniority list, according to classification.

Deleted: Three (3) days sick leave may be taken for death of the employee's spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, or father-in-law. Two (2) additional days may be allowed when travel is necessary, subject to the approval of the Employer.¶

Deleted: In the event that an employee is disabled by an accident or injury which is compensable, the employee will continue to be paid from accumulated sick leave, personal leave, or vacation until Workers' Compensation begins. The Employer will continue to contribute its normal portion of the Medical Insurance in force when the Workers' Compensation begins.¶

¶ The first Workers' Compensation check shall be signed over to the County to credit the employee's sick leave, comp time, personal leave, or vacation accounts that were charged. These accounts will also be credited with the equivalent time for any taxes that would have been withheld from the amount of the Workers' Compensation check. Continuing Workers' Compensation checks will be retained by the employee and the employee will be allowed to utilize any accrued sick leave, comp time, personal leave, or vacation to maintain their normal payroll deductions.¶

¶ Under PERA regulations, Workers' Compensation payments are not subject to PERA withholdings. The County payroll department is required to report the status change, when an employee receives Workers' Compensation, on the PERA Salary Deduction Report.

Formatted: Highlight

Deleted: Permanent employees hired prior to April 1, 1984 shall be granted five (5) days personal leave each year, not to be accumulative, and permanent

Deleted: hired after April 1, 1984

Deleted: employed 20 or more hours per week on average

Section 10.4: In the event of a job opening, the job shall be announced by bulletin and the most senior permanent qualified employee shall be given first opportunity to step up for promotion.

Whenever employees are hired, comparable work experience and/or qualifications may be recognized in which the beginning wage may be set at the appropriate pay level allowing for the number of years experience and comparable employment.

Section 10.5: Seniority shall be deemed broken if an employee:

- A. Quits or is discharged.
- B. Is laid off for a period exceeding one year.
- C. Is on medical leave of absence for a period exceeding one (1) year, providing that a review will be made by the County at the end of that year.
- D. Fails to report for work at the end of a leave of absence.
- E. Fails to accept a recall from layoff.

Section 10.6: Seasonal employees will be used under the following conditions:

- A. Between the months of May 1 through December 1.
- B. ~~Salaries for the first sixty-seven (67) days will be set by Board policy. Salaries after sixty –seven (67) days will be set out in Wage Appendix E.~~
- C. Seasonal employees will not displace permanent full time employees from their usual and customary work.

Deleted: <#>Three can work over sixty-seven (67) days per year.¶

ARTICLE XI GRIEVANCE PROCEDURE

Section 11.1 Definition of Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Contract. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth.

Deleted: Civil Service rules, merit system rules or

Deleted: 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 11.2 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 of the names of such employee representatives and of their successors when so designated.

Section 11.3 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 of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and 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 11.4 Procedure: Grievances, as defined by 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 Contract shall within twenty-one (21) calendar days after such alleged violation has occurred present such grievance to the employee's immediate supervisor. The immediate supervisor will meet and discuss the grievance within ten (10) working days and give an answer to such Step 1 grievance within ten (10) working days after the meeting. 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 contract allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the immediate supervisor'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 the Department Head and a meeting date set within ten (10) working days. The Department Head shall give the union the Employer's Step 2 answer in writing within ten (10) working days after meeting on such Step 2 grievance. A grievance not resolved by the final Step 2 answer shall be appealed to Step 3 by the union within ten (10) working days after the Department Head's final answer in Step 2. Any grievance not appealed 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 the Human Resources Manager and a meeting date set within ten (10) working days. The Human Resources Manager, in cooperation with the County Administrator, shall give the union the Employer's Step 3 answer in writing within ten (10) working days after meeting on such Step 3 grievance. A grievance not resolved by the final Step 3 answer may be appealed in writing to Step 4 by the union within ten (10) working days after the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the union within ten (10) days shall be considered waived.

Step 3A. If the Employer and the Union mutually agree, a grievance unresolved in Step 3 and appealed to Step 4 may be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) working days after receipt of the Employer's final answer in Step 3. If the grievance is submitted to mediation and is resolved, the settlement shall be reduced to writing and signed by both the Employer and the Union. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) working days of the date of the mediation meeting.

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

Section 11.5 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 submitted in writing by the Employer and the Employee, 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 of the applications 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 hearing 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 representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 11.6 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 employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the employee in any step.

Section 11.7 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 this Article XI or a procedure such as veterans preference or fair employment. If appealed to any procedure other than Step 4 of this Article XI, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article XI or another appeal procedure -- and the employee shall sign a statement to the effect that the choice of any other hearing precludes any subsequent appeal through Step 4 of this Article XI, except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE XII WAGES

Section 12.1 Rate of Pay: Wages applicable to employees covered by this Agreement shall be in accordance with the provisions set forth on Appendix A hereby made a part of this Agreement.

Deleted: For 2013 and 2014, w

Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1 each year of the 2015-2016 Agreement. All employees shall remain at their rate of pay at the expiration of this Agreement until a new Agreement is executed by the parties.

Deleted: ¶

Section 12.2 Pay Period: All employees covered by this Agreement shall be paid according to county policy.

Section 12.3 Reclassification: A permanent employee who works 50% or more at a higher job classification in a calendar year shall be eligible for reclassification.

An employee whose job classification is upgraded will be placed on the step in the new pay range that results in at least a \$0.75 per hour increase.

Section 12.4: 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.

Section 12.5: Insofar as seniority lists are established in the respective departments, so should the right to determine applicable contract clauses rest with those persons directly affected by said clauses; that is to say that personnel in the Road and Bridge Department and Engineering Department should exercise complete control insofar as approving those items in this contract which directly apply to them, that is wage rates. This clause in no way attempts to circumvent or subdivide the Local Union. It merely attempts to place responsibility directly on those individuals affected by the various clauses.

Section 12.6 Jury Duty: All permanent employees shall be paid full wages when called for jury duty. Permanent employees will reimburse to the County the amount of wages they receive as jury duty pay, not to exceed the employee's regular day's pay.

Section 12.7 Military Pay: ~~Employees will receive military leave in accordance with state and federal statutes.~~

Deleted: The County agrees to pay full wages for any permanent employee serving on military duty, in accordance with Minnesota State Statutes

Section 12.8: For newly created job classifications, the County will notify the Union ten (10) days in advance of posting to negotiate a rate of pay for the new job classification.

ARTICLE XIII SAFETY

The County agrees to furnish all necessary safety equipment including, but not limited to, safety regulated and/or reflective outerwear, footwear¹, gloves and safety glasses for the protection of their employees, and the employees shall use the equipment when necessary.

¹Each member will receive an allowance of up to \$145.00 per calendar year to be used specifically towards safety footwear. (Willie, note the \$145 may be taxable income. This will be determined by the County Auditor.)

ARTICLE XIV SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be voided. All other provisions of this

Deleted: signed

Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE XV
DURATION

This Agreement shall be in effect from January 1, ~~2015~~ and shall continue in effect through December 31, ~~2016~~ and from year to year thereafter, unless notice of intention to change, modify, or terminate is given by either party one hundred twenty (120) days prior to December 31st of the year in which the change, modification or termination is to take place.

Deleted: 2013

Deleted: 2014

This Agreement between the County Board of Aitkin County and the International Union of Operating Engineers, Local No. 49, signed this _____ day of _____, 2014,

Deleted: 22nd

Deleted: January

Deleted: 3

Chairperson, Aitkin County Board of Commissioners

County Administrator

Human Resources Director

Deleted: Manager

IUOE Local No. 49 Business Representative

IUOE Local No. 49 Business Manager

**APPENDIX A
WAGE SCHEDULES**

Grade	Min/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Max/O
2015															
6	\$ 19.30	\$ 19.87	\$ 20.46	\$ 21.06	\$ 21.68	\$ 22.33	\$ 22.99	\$ 23.67	\$ 24.37	\$ 25.09	\$ 25.83	\$ 26.60	\$ 27.39	\$ 28.20	\$ 28.80
5	\$ 17.80	\$ 18.33	\$ 18.87	\$ 19.42	\$ 20.00	\$ 20.59	\$ 21.20	\$ 21.82	\$ 22.47	\$ 23.13	\$ 23.82	\$ 24.52	\$ 25.25	\$ 26.00	\$ 26.55
4	\$ 16.30	\$ 16.78	\$ 17.27	\$ 17.78	\$ 18.31	\$ 18.85	\$ 19.40	\$ 19.98	\$ 20.57	\$ 21.18	\$ 21.80	\$ 22.45	\$ 23.11	\$ 23.80	\$ 24.30
(Write, please refer to handout for 1/1/2015 implementation.)															
2016															
6	\$ 19.65	\$ 20.22	\$ 20.81	\$ 21.41	\$ 22.03	\$ 22.68	\$ 23.34	\$ 24.02	\$ 24.72	\$ 25.44	\$ 26.18	\$ 26.95	\$ 27.74	\$ 28.55	\$ 29.15
5	\$ 18.15	\$ 18.68	\$ 19.22	\$ 19.77	\$ 20.35	\$ 20.94	\$ 21.55	\$ 22.17	\$ 22.82	\$ 23.48	\$ 24.17	\$ 24.87	\$ 25.60	\$ 26.35	\$ 26.90
4	\$ 16.65	\$ 17.13	\$ 17.62	\$ 18.13	\$ 18.66	\$ 19.20	\$ 19.75	\$ 20.33	\$ 20.92	\$ 21.53	\$ 22.15	\$ 22.80	\$ 23.46	\$ 24.15	\$ 24.65

Deleted: ¶
¶
2013 Wage Schedule¶

APPENDIX B
MEMORANDUM OF AGREEMENT – YEAR ROUND SEASONAL EMPLOYEE

This Memorandum of Agreement is entered into between the County of Aitkin and the Road & Bridge Employees, International Union of Operating Engineers Local Union #49 as an addendum to the Aitkin County Road & Bridge Agreement dated January 1, 2015, through December 31, 2016.

Deleted: 3
 Deleted: 4

Whereas, the County is currently in need of a year round seasonal employee in order to meet the demands of their rigorous construction schedule, and

Whereas, the use of seasonal employees is limited as defined in Article X Seniority, Section 10.6 of the collective bargaining agreement between the parties,

Therefore, it is agreed that Aitkin County may employ a seasonal employee to perform seasonal work duties under the following conditions:

- A. From January 1st through December 31st as needed at the discretion of the County Engineer,
- B. Starting wage and subsequent pay increases in accordance with an Engineering Technician position classification,
- C. Paid time off benefits to include vacation, holidays, personal leave, and sick leave prorated according to compensated hours worked in the pay period and where full time equivalency is 2080 hours in the calendar year, and
- D. This employee will not receive any insurance benefits, and is not entitled to participate in any voluntary insurance plans, and
- E. This employee will not displace a permanent full time employee from their usual and customary work.
- F. The provision of the Aitkin County Road and Bridge Agreement do not apply to this seasonal employee other than as set forth in paragraphs B and C above.
- G. This Memorandum of Agreement shall in no way set any precedents.
- H. Limited until December 31, 2016, at which time the provisions of the MOA will be negotiated for 2017.
- I. This employee will be a Union member or pay Fair Share.

Deleted: 11

Deleted: 4
 Deleted: 5

For Aitkin County:

For I.U.O.E. Local No. 49:

 Chairperson, Aitkin County Board

 Area Business Representative

 County Administrator

 Business Manager

 Human Resources Director

Deleted: Manager

Dated: _____

Dated: _____

Add new Appendix C

MOU to contain the following language. (Note, this is not "holiday pay".):

1. The parties agree that employees under this bargaining unit may absent themselves from their duties on the following days, without using accrued sick, vacation or personal days – December 24, 2014, December 24, 2015, December 23, 2016, unless they are snow plowing or called out for work.
2. The parties agree that during the period of 2015 – 2016 the parties will meet to discuss options related to pay for performance.
3. The parties agree that during the year of 2015 the parties will meet to discuss employee health plan options and the Local 49 HRA.