

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 7/5/2012

Via: Patrick Wussow, County Administrator

From: Bobbie Danielson, HR Manager

Title of Item: *Bobbie Danielson*
Adopt Local 49 LLCC Contract

Requested Meeting Date: 7/10/2012 Estimated Presentation Time: consent agenda
Presenter: Bobbie Danielson

Type of Action Requested (check all that apply)

- For info only, no action requested
- Approve under Consent Agenda
- For discussion only with possible future action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) _____
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: *fund 19, Salaries - 6101*

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No

BJD

HR Review

Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) _____

Provide (1) copy of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items WILL NOT be placed on the Board agenda unless complete documentation is provided for the Board packets.

AITKIN COUNTY HUMAN RESOURCES

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To: County Commissioners
From: Bobbie Danielson, HR Manager 
Date: July 5, 2012
Subject: Adopt Local 49 LLCC Contract (Wage Re-opener for 2012)

Background Information

An agreement has been reached with Local 49 LLCC concerning 2012 wages. The contract has been updated to include the following:

Wages: 0% general adjustment, plus steps. There will be zero increase to the overall pay scale in 2012 over 2011 pay rates. Employees not already at the top of the 13-step pay scale who are due to receive a step increase will be eligible for step movement. The language includes: All employees shall remain at their rate of pay at the expiration of this Agreement until a new Agreement is executed by the parties.

In addition, a one-time wage adjustment payment will be made to Dave Conway in the amount of \$1,054.79. Local 49 LLCC settled its 2010 contract with no steps, prior to other units settling. All other units, including non-union, received steps in 2010. This is a one-time adjustment.

Action Requested

Motion to ratify the 2010-2012 Local 49 LLCC collective bargaining agreement and authorize the Chairperson and HR Manager to sign.

Please feel free to contact me if you have any questions or concerns.

AGREEMENT

between

AITKIN COUNTY BOARD OF COMMISSIONERS

and

THE INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 49

(Long Lake Conservation Center Employees)

January 1, 2010 through December 31, 2012

Comments/Changes noted on pages 10-13.

IUOE Local 49 – LLCC 2010 - 2012 Agreement
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IUOE Local 49 – LLCC 2010 – 2012 Agreement

This Agreement is entered into by and between the Aitkin County Board of Commissioners (hereafter “Employer”) and International Union of Operating Engineers Local No. 49 (hereafter “Union”).

ARTICLE 1. PURPOSE

The purpose of this Agreement is to describe the respective rights of the Employer and the Union with regard to wages, hours and terms and conditions of employment at Long Lake Conservation Center. The Employer, the Union, and their respective representatives hereby agree to apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the status of the Union as the exclusive bargaining representative of the employees in the designated unit.

ARTICLE 2. RECOGNITION

2.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the following employees:

All Maintenance employees, Food Service employees, and Cooks employed by Aitkin County (Long Lake Conservation Center), Aitkin, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.

2.2 The Employer shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the exclusive representative.

ARTICLE 3. DEFINITIONS

3.1 Employer: Aitkin County Board of Commissioners.

3.2 Employee: A person employed by the Employer at the Long Lake Conservation Center who is a member of the bargaining unit represented by the Union.

3.3 Permanent Employee: An employee who has completed the probationary period.

3.4 Probationary Employee: An employee who has not completed the probationary period.

3.5 Regular Employee: A person hired to fill a permanent full-time position.

ARTICLE 4. MANAGEMENT RIGHTS

- 4.1 The Employer retains the full and unrestricted right to manage all manpower, and to manage, change or eliminate existing methods of operation, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial functions not specifically limited by this Agreement.
- 4.2 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 5. UNION SECURITY

- 5.1 The Employer agrees to deduct from the wages of each employee who is a member of the Union and who authorizes it in writing an amount equal to the regular monthly Union dues. Such deduction shall be made each month, and shall be transmitted to the Union together with a list of employees from whose pay the deductions have been made.
- 5.2 Upon request of the Union, the Employer shall deduct from the wages of each bargaining unit employee who is not a member of the Union and who authorizes the deduction in writing, a fair share fee that does not exceed eighty-five (85%) percent of the regular monthly Union dues. Such deductions shall be made in the same manner as dues under Section 5.1.
- 5.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6. GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 Employee Representatives: The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Employee representatives and of their successors when so designated.
- 6.3 Processing of a Grievance: It is recognized and accepted by the Union 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

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aggrieved employee and 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 the Employee representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 Procedure: Grievances, as defined by Article 6, Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance to the Executive Director or designee. The Executive Director or designee will discuss and give and answer to such Step 1 grievance within fifteen (15) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within fifteen (15) working days after the Executive Director's or designee's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Land Commissioner or designee. The Land Commissioner or designee shall give the Union the Employer's Step 2 answer in writing within fifteen (15) working days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) working days following the Land Commissioner's or designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) working days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator or designee. The County Administrator or designee shall give the Union the Employer's answer in writing within fifteen (15) working days after receipt of such Step 3 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) working days following the County Administrator's or designee's final answer in Step 3. Any grievance not appealed in writing to Step 4 within fifteen (15) working days shall be considered waived.

Step 3A. If the Employer and the Union mutually agree, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation within

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five (5) working days following the Step 3 Employer response. 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 fifteen (15) working days following the date of the mediation meeting.

Step 4. If no settlement is reached in Step 3 or Step 3A, the grievance may be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) working days after submission of the grievance to arbitration, either party may then request of the Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall alternately strike one name until one name remains. The last remaining individual shall be designated as arbitrator. The grieving party shall strike first.

6.5 Arbitrator's Authority:

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue submitted.

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the end of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer 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.

6.6 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 in writing, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance

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as denied and move the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in writing.

- 6.7 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 Article 6.4 or a procedure such as: Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 6.4, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 6.4, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of Article 6.4 except that with respect to statutes under the jurisdiction of the United States Equal Opportunity Employment Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 7. DISCIPLINE

- 7.1 The Employer will discipline employees who have completed their probationary period for just cause only. Discipline will be in one or more of the following forms:
- A. Oral reprimand,
 - B. Written reprimand,
 - C. Suspension,
 - D. Demotion, or
 - E. Discharge.
- 7.2 Written reprimands, and notices of suspension, demotion and discharge will be placed in the employee's personnel file. The employee will receive a copy of such reprimands and/or notices.
- 7.3 An employee suspended for cause shall accrue no benefits during that period.

ARTICLE 8. PROBATIONARY PERIOD

- 8.1 Newly hired and rehired employees will serve a six (6) month (1040 hours) probationary period.
- 8.2 During the probationary period, a newly hired or rehired employee may be disciplined or discharged at the sole discretion of the Employer.

ARTICLE 9. HOURS OF WORK AND OVERTIME

- 9.1 Work Week: The normal work week for full-time employees shall consist of five (5) days and forty (40) hours. The work days and hours of work shall be determined by the Executive Director. It is understood that there is no guarantee the five (5) work days per week will be consecutive work days.
- 9.2 Overtime Hours: Overtime compensation will be based on status under the Fair Labor Standards Act (FLSA). All non-exempt employees who are assigned by the Employer to work in excess of 40 hours in a work week shall be compensated for such overtime hours at the rate of one and one-half (1-1/2) times the regular straight time rate of pay.
- 9.3 Rest Break: If the needs of the service permit, all employees shall be allowed two (2) fifteen minute rest breaks in each eight (8) consecutive hours of work at times designated by their immediate supervisor or the Executive Director.
- 9.4 Minimum Call Outs: When a regular employee reports for work in accordance with their work schedule without having previously been notified not to report for work, or if an employee is called back to work after completing her/his regular workday or is called out for work during her/his regular scheduled time and/or day off, (s)he shall receive a minimum of two (2) hours' work or two (2) hours' pay in lieu thereof.
- 9.5 Nothing contained in this Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

ARTICLE 10. HOLIDAY PROVISIONS

- 10.1 All full-time regular employees shall be entitled to the following eight (8) hour paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Day

- 10.2 When an employee is required to work on any of the designated holidays listed in Section 10.1, the employee shall be paid at time and one-half (1-1/2) rates in addition to their base wage.
- 10.3 When an employee does not work on any of the designated holidays listed in Section 10.1, the holiday shall nevertheless count as eight (8) hours worked for the purpose of computing overtime for hours worked in excess of forty (40) in any such week. When

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 necessary, the Executive Director and/or the Aitkin County Board of Commissioners may require an employee to work on a holiday.

- 10.4 When any of the holidays designated in Section 10.1 fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the previous Friday. (Not applicable if the employee is required to work on any of these holidays.)
- 10.5 When a paid holiday falls during an employee’s vacation period, the employee shall receive holiday pay for that day.

ARTICLE 11. VACATIONS

11.1 All full-time regular employees shall be granted vacation benefits as follows:

<u>Completed Years of Service</u>	<u>Rate of Accumulation of Vacation Days Per Month of Work</u>	<u>Working Days Employee May Earn as Vacation Per Year</u>
0	1	12 (96 hours)
3	1.25	15 (120 hours)
5	1.50	18 (144 hours)
10	1.75	21 (168 hours)
15+	2	24 (192 hours)

- 11.2 Vacation is granted for the purpose of employee recreation and, therefore, no employee shall be permitted to cash out their vacation benefits in lieu of time off.
- 11.3 Upon termination of employment for any cause, permanent employees shall be paid for any unused accumulated vacation.
- 11.4 An employee may accumulate vacation hours up to a maximum of 24 days (192 hours). Vacation days over the 24 day (192 hour) maximum will be forfeited as accumulated on the monthly rate until such time as the employee is below the 24 day (192 hour) maximum.
- 11.5 A probationary employee shall accumulate vacation days at the rate of one (1) day (eight hours) per month, but may not use any of these days for vacation until (s)he has obtained permanent status.

ARTICLE 12. SICK LEAVE

12.1 All full-time regular employees shall earn paid sick leave at the rate of one (1) day (eight hours) per month of continuous employment and the employee shall be allowed to accumulate any unused sick leave from year to year up to a total of one hundred twenty

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(120) days (960 hours). Employees begin earning sick leave as of the day of employment and may use sick leave during a probationary period.

- 12.2 Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Sick leave is hereby defined to mean the absence of an employee because of illness of the employee or his/her spouse, parent, or child(ren) requiring the attendance of such employee. The Executive Director may require a doctor's certificate to verify the employee's absence. In the case of attendance upon other members of an employee's household, prior approval of the Executive Director is required.

ARTICLE 13. LEAVES OF ABSENCE

13.1 Paid Leave

- A. Funeral: All full-time regular employees shall be allowed a maximum of three (3) days (24 hours) leave without loss of pay when a death occurs in an employee's family, which shall be construed to mean spouse, child, parent, sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. Two (2) additional days (16 hours) may be allowed when travel is necessary, subject to the approval of the Executive Director. Additional time, if needed, may be allowed by the Executive Director, but such additional time in excess of the five (5) days (40 hours) provided above shall be charged against the employee's sick leave.
- B. Personal: All full-time regular employees shall be granted four (4) days (32 hours) personal leave each calendar year; such leave shall not be cumulative. Personal leave days shall be granted on a pro-rated basis. (i.e., one day (eight hours) per quarter)
- C. Jury Duty: All regular employees required to serve on jury duty shall be paid the difference between pay for such jury duty and their normal earnings for all full days' absence. Employees shall keep expenses reimbursed to them by the court for jury duty service. If an employee is excused from jury duty after reporting and subsequently returns to work, (s)he shall suffer no loss in pay for the day.

13.2 Unpaid Leave Other than Family and Medical Leave

- A. The regular employee requesting a leave of absence less than thirty (30) days, may apply for same in writing to the Executive Director for consideration of their approval. The request shall include the length of leave requested and the reason for said leave. The Executive Director shall approve or deny said request within five (5) working days of the request. Emergency requests shall be considered at the time received.

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- B. The regular employee requesting a leave of absence greater than thirty (30) days, may apply for same in writing to the Aitkin County Board of Commissioners for consideration of their approval. The request shall include the length of leave requested and the reason for said leave.
- C. Approval of leave of absence greater than thirty (30) days may be considered at the next regularly-held Aitkin County Board of Commissioners meeting after the leave of absence request is made.
- D. Employees shall not accrue sick leave, holidays or vacation leave benefits during an unpaid leave of absence.
- E. Temporary employees may be used to fill in for employees who are on an authorized leave of absence. Such employees shall be notified that the position they are filling is of a temporary nature and employment will cease upon the return of the individual who is on leave of absence.
- F. The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

13.3 Family and Medical Leave

Family and Medical Leave shall be granted in accordance with legal mandates and Aitkin County Policy.

ARTICLE 14. INSURANCE

- 14.1 Health Insurance: All regular employees whose actual hours are 30 or more per week shall qualify for health and life insurance. The Employer and employee contributions toward premiums shall be the same as the amount agreed upon between the Employer and AFSCME Council 65 in the Human Services and Courthouse bargaining units.

The Employer's VEBA account contributions shall be made quarterly as part of the first warrant cycle of the quarter. In the event that an employee leaves employment for any reason other than death, the employee shall be required to reimburse the Employer for the VEBA contribution prorated on a monthly basis for any full month that remains. The Employer shall have the right to deduct this amount from the employee's final paycheck.

If an employee has eligible expenses that exceed the Employer's year to date deductible contribution, the employee may request advance payment up to the remainder allocation for the plan year.

The Employer's VEBA account contribution shall be the same as the amount agreed upon between the Employer and AFSCME Council 65 in the voluntary negotiated settlements for employees in the Human Services and Courthouse bargaining units.

leave as is. will follow afscme when afscme settles.

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- 14.2 Life Insurance: The Employer agrees to provide and pay for a life insurance policy of \$15,000.00 for all regular full-time employees, and to provide life insurance coverage of \$10,000.00 for their spouse and dependents to age 19.

ARTICLE 15. SENIORITY

- 15.1 Seniority. “Seniority” shall mean length of continuous employment from the employee’s original date of hire at the Long Lake Conservation Center.
- 15.2 Seniority List. There shall be a seniority list established which shall include all permanent and part-time bargaining unit employees at the Long Lake Conservation Center.
- 15.3 Break in Seniority. Seniority shall be broken if an employee:
- A. Quits or is discharged.
 - B. Is laid off for a period exceeding one (1) year.
 - C. Fails to report for work at the end of a leave of absence.
 - D. Fails to accept a recall from layoff.
- 15.4 Layoff and Recall. In the event of a layoff, the least senior employee in the affected classification will be laid off first. In the event of recall from layoff, the most senior laid off employee in the affected classification will be recalled first.

ARTICLE 16. WAGE ADMINISTRATION

- 16.1 In determining the starting rate of pay for newly hired employees, the Employer may recognize comparable work experience and/or qualifications.
- 16.2—Effective January 1, 2010, there will be a general adjustment of 3% to the County compensation wage schedule. Step increases will be frozen for 2010. Effective January 1, 2011, there will be no general adjustment (0%) to the County compensation wage schedule. Step increases will be granted in 2011. Effective January 1, 2012, there will be no general adjustment (0%) to the County compensation wage schedule. Step increases will be granted in 2012. In addition, a one-time (gross pay) wage adjustment payment will be made to Dave Conway in the amount of \$1,054.79. ~~This Agreement will be reopened for negotiation of the 2012 general wage adjustment and step adjustments. Steps that would have occurred in 2010 will be delayed until January 1, 2011. The next steps will continue as if the delay in 2010 never occurred. Retroactive pay will not apply. Example: Employee at the point of receiving steps every two years. Employee is scheduled to receive a step increase on 5/12/2010. Steps are frozen so employee does not receive an increase on 5/12/2010. When steps are put back into place for 2011, the employee would receive their 2010 step increase on 1/11/2011 and would also receive their next step increase on 5/12/2012. Each employee will receive their appropriate step~~

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~~increase (if applicable) and placement on their anniversary date. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.~~



All employees shall remain at their rate of pay at the expiration of this Agreement until a new Agreement is executed by the parties.

- 16.3 An employee who is promoted to a higher paid classification will be placed on Step 1 (six month step) or the step that results in at least a \$0.25 per hour increase, whichever is greater. Thereafter, the employee will receive step increases on their classification anniversary date according to the time interval between steps, subject to the limitations on step increases in Section 16.2.
- 16.4 An employee whose job classification is upgraded or downgraded will go the same step at the higher or lower classification pay rate, and in accordance with County policy.

ARTICLE 17. APPLICATION OF FRINGE BENEFITS FOR PART-TIME EMPLOYEES

- 17.1 Part-time employees employed an average of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, whichever is less, shall be eligible for benefits as follows:

Holidays: Part-time employees shall be paid for all holidays on a pro-rated basis.

Sick Leave: Part-time employees shall receive sick leave on a pro-rated basis.

Vacation: Part-time employees shall receive vacations on a pro-rated basis.

Group Insurance: Part-time employees who regularly work thirty (30) hours or more per week throughout the calendar year shall receive coverage as provided for in Article 14.

Personal Leave: Part-time employees shall receive paid personal leave, leaves of absence, and funeral leave, should they be entitled, on a pro-rated basis.

- 17.2 Pro ration shall be based on the percentage of compensated hours divided by 2,080 hours per year.

ARTICLE 18. EDUCATIONAL TUITION

Employees shall not be eligible for educational tuition during the term of this contract, January 1, 2010 through December 31, 2012.

- 18.1 Continuing education will be established and utilized to improve performance in the current position and/or prepare the employee for advancement within County government. This will be in addition to training required to maintain licenses and

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certifications. Training expenses may be paid by Long Lake Conservation Center as outlined in Section 18.2.

- 18.2 The cost of participation in formalized courses of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost provided that:
- A. The employee satisfactorily completes the course and receives either a “P” in a Pass/No Pass course, or at least a “C” in an A-F course.
 - B. The employee remains in the employment of Aitkin County Long Lake Conservation Center for a period of one year following completion of the course.
 - C. The course be approved by the Executive Director and the Aitkin County Board of Commissioners prior to taking the course.

ARTICLE 19. DURATION

This Agreement shall continue in full force and effect from January 1, 2010 to December 31, 2012, and from year to year thereafter unless either party shall give notice of a desire to terminate or amend said Agreement. Either party desiring to terminate or amend this Agreement shall notify the other in writing at least sixty (60) days prior to the termination date of this Agreement.

This Agreement between Aitkin County Board of Commissioners and the International Union of Operating Engineers, Local No. 49, signed this ~~25th~~^{2nd} day of ~~July~~^{May}, 2010~~2011~~²⁰¹².



Chairperson, Aitkin County Board of Commissioners

Aitkin County Human Resources Manager

IUOE Local No. 49 Business Representative

IUOE Local No. 49 Business Manager