

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



To: Chairperson, Aitkin County Board of Commissioners Date: 2-27-13

Via: Patrick Wussow, County Administrator

From: Bobbie Danielson, Human Resources Manager

Title of Item:

Local 49 Road & Bridge 2013-2014 Collective Bargaining Agreement

Requested Meeting Date: 3-12-13 Estimated Presentation Time: \_\_\_\_\_

Presenter: \_\_\_\_\_

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- For discussion with possible action
- 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
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) \_\_\_\_\_

**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: \_\_\_\_\_

**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



**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

---

**Bobbie Danielson, HR Manager**  
bobbie.danielson@co.aitkin.mn.us  
**Nicole Visnovec, HR Specialist**  
nicole.visnovec@co.aitkin.mn.us

Phone 218-927-7306  
Job Hotline 218-927-7393  
Fax 218-927-7374  
www.co.aitkin.mn.us

To: Aitkin County Commissioners  
From: Patrick Wussow, County Administrator  
Bobbie Danielson, HR Manager  
Date: January 10, 2013  
Subject: Local 49 Road & Bridge 2013-2014 Collective Bargaining Agreement

## **Background Information**

Aitkin County and the Local 49 Road & Bridge union have been in contract negotiations for the 2013-2014 Agreement since November 2012. The Mechanics, Heavy Equipment Operators, and Engineering Technicians are covered by this Agreement (22 employees).

The parties reached a tentative agreement on December 17, 2012. The contract has been updated to include changes summarized in the attached document. Wages and insurance are highlighted below.

2013 wages follow the pattern settlement at 0% general adjustment, plus steps for employees who are eligible to receive step increases. There will be zero increase to the overall pay scale in 2013 over 2012 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. 2014 wages include a \$0.45 per hour general increase, plus step increases for eligible employees. (One employee is eligible for a step increase in 2013 and eight are eligible in 2014.) All employees shall remain at their rate of pay at the end of year 2014, until a new Agreement is executed by the parties.

The Employer's contribution toward the total premium for group insurance shall be \$855 per month effective 1/1/2013 and \$900 per month effective 1/1/2014; it was \$770 in 2011 and \$810 in 2012. In no event will the Employer's contribution exceed the actual cost of the coverage. Any additional amount due shall be paid by the employee. The total premium for 2012 is \$942, so the employee currently pays \$132 per month for single or family coverage under this plan.

## **Action Requested**

Motion to ratify the 2013-2014 Local 49 Road & Bridge collective bargaining agreement and authorize the Chairperson, County Administrator, and HR Manager to sign.

---

Agreement

between

Aitkin County and

The International Union of  
Operating Engineers, Local #49

Road & Bridge Department

January 1, 2013 – December 31, 2014

**AITKIN COUNTY**

**FEB 21 2013**

**HUMAN RESOURCES**

# Table of Contents

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 .....	7
ARTICLE IX .....	8
PERSONAL LEAVE .....	8
ARTICLE X .....	8
SENIORITY .....	8
ARTICLE XI.....	9
GRIEVANCE PROCEDURE.....	9
ARTICLE XII.....	12
WAGES .....	12
ARTICLE XIII .....	12
SAFETY.....	12
ARTICLE XIV .....	13
SAVINGS CLAUSE.....	13
ARTICLE XV .....	13
DURATION.....	13
APPENDIX A .....	14
WAGE SCHEDULES .....	14
APPENDIX B.....	15
MEMORANDUM OF AGREEMENT – YEAR ROUND SEASONAL EMPLOYEE.....	15

## AGREEMENT

This Agreement, entered into on January 1, 2013, 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".

### 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 year period. Temporary employees work standard hours but are not seasonal. Temporary 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 15<sup>th</sup> 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 1<sup>st</sup> to September 30<sup>th</sup>. 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	

Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to holiday pay on a pro-rated basis.

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.

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: Permanent employees hired prior to April 1, 1984 shall be granted the following vacation schedule:

Completed Years of Service:	Rate of Accumulation of Vacation Hours Earned Per Month:	Working Days Employee May Earn as Vacation Per Year:
0	3.33	5
2	6.67	10
10	10.00	15
17	13.33	20
25	16.67	25

Section 6.2: Permanent employees hired after April 1, 1984 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 6.3: 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 6.4: 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 6.5: Any vacation will be accrued and utilized by the hour.

Section 6.6: 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 on a full-time basis.



Since the payment of insurance to the benefit fund is paid 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, 2012, \$810.00 per month  
Effective January 1, 2013, \$855.00 per month  
Effective January 1, 2014, \$900.00 per month

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

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 19.

## **ARTICLE VIII** **SICK LEAVE**

Section 8.1 Sick Leave: All permanent employees shall be credited with one (1) day of sick leave for each month worked. Sick leave shall be accumulated to a maximum of one hundred twenty (120) days (960 hours). 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. The County Engineer, at his/her discretion, may require a doctor's certificate showing the nature of an injury of illness.

Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to sick leave pay on a pro-rated basis.

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 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: 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.

Section 8.4 Workers' Compensation: 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.

## **ARTICLE IX** **PERSONAL LEAVE**

Permanent employees hired prior to April 1, 1984 shall be granted five (5) days personal leave each year, not to be accumulative, and permanent employees hired after April 1, 1984 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 employed 20 or more hours per week on average shall be entitled to personal leave on a pro-rated basis.

## **ARTICLE X** **SENIORITY**

Section 10.1: 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.

Section 10.2: New employees shall be on a six (6) month probationary period.

Section 10.3: 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.

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. Three can work over sixty-seven (67) days per year.
- C. 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.
- D. Seasonal employees will not displace permanent full time employees from their usual and customary work.

## **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 Civil Service rules, merit system rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. No disciplinary action which may be appealed to a civil service or merit system authority will be considered a grievance and subject to the grievance procedure herein.

Section 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: For 2013 and 2014, 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.

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

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: 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 for the protection of their employees, and the employees shall use the equipment when necessary.

**ARTICLE XIV**  
**SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed 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, such provision shall be voided. All other provisions of this 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, 2013 and shall continue in effect through December 31, 2014 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 31<sup>st</sup> of the year in which the change, modification or termination is to take place.

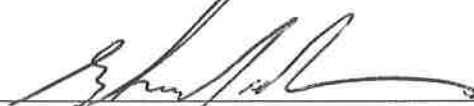
This Agreement between the County Board of Aitkin County and the International Union of Operating Engineers, Local No. 49, signed this 22nd day of January, 2013.

\_\_\_\_\_  
Chairperson, Aitkin County Board of Commissioners

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Human Resources Manager

  
\_\_\_\_\_  
IUOE Local No. 49 Business Representative

  
\_\_\_\_\_  
IUOE Local No. 49 Business Manager

**APPENDIX A**  
**WAGE SCHEDULES**

2013 Wage Schedule

	Start	6 Mnths	1 Year	2Years	3 Years	4 Years	6 Years	8 Years	10 Years	12 Years	16 Years	20 Years	24 Years	28 Years
		+6 Mnths	+6 Mnths	+1 yr	+1 yr	+1 yr	+2 yr	+2 yr	+2 yr	+2 yr	+4 yr	+4 yr	+4 yr	+4 yr
2013	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
N	\$ 15.71	\$ 16.43	\$ 17.19	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.62	\$ 24.71	\$ 25.85	\$ 27.04	\$ 28.31
O	\$ 14.48	\$ 15.13	\$ 15.83	\$ 16.58	\$ 17.35	\$ 18.15	\$ 18.98	\$ 19.87	\$ 20.79	\$ 21.77	\$ 22.77	\$ 23.82	\$ 24.95	\$ 26.10
P	\$ 13.34	\$ 13.95	\$ 14.58	\$ 15.27	\$ 15.98	\$ 16.70	\$ 17.48	\$ 18.30	\$ 19.16	\$ 20.04	\$ 20.98	\$ 21.94	\$ 22.96	\$ 24.02

2014 Wage Schedule

	Start	6 Mnths	1 Year	2Years	3 Years	4 Years	6 Years	8 Years	10 Years	12 Years	16 Years	20 Years	24 Years	28 Years
		+6 Mnths	+6 Mnths	+1 yr	+1 yr	+1 yr	+2 yr	+2 yr	+2 yr	+2 yr	+4 yr	+4 yr	+4 yr	+4 yr
2014	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
N	\$ 16.16	\$ 16.88	\$ 17.64	\$ 18.44	\$ 19.28	\$ 20.14	\$ 21.07	\$ 22.01	\$ 23.02	\$ 24.07	\$ 25.16	\$ 26.30	\$ 27.49	\$ 28.76
O	\$ 14.93	\$ 15.58	\$ 16.28	\$ 17.03	\$ 17.80	\$ 18.60	\$ 19.43	\$ 20.32	\$ 21.24	\$ 22.22	\$ 23.22	\$ 24.27	\$ 25.40	\$ 26.55
P	\$ 13.79	\$ 14.40	\$ 15.03	\$ 15.72	\$ 16.43	\$ 17.15	\$ 17.93	\$ 18.75	\$ 19.61	\$ 20.49	\$ 21.43	\$ 22.39	\$ 23.41	\$ 24.47



**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, 2013 through December 31, 2014.

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 1<sup>st</sup> through December 31<sup>st</sup> as needed at the discretion of the County Engineer,
- B. Starting wage and subsequent pay increases in accordance with an Engineering Technician II 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, 2014, at which time the provisions of the MOA will be negotiated for 2015.
- I. This employee will be a Union member or pay Fair Share.

**For Aitkin County:**

\_\_\_\_\_  
Chairperson, Aitkin County Board

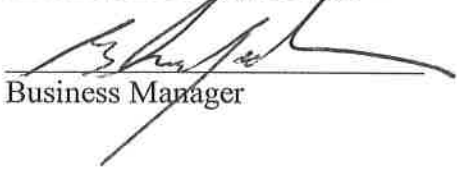
\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Human Resources Manager

Dated: \_\_\_\_\_

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

  
Area Business Representative

  
Business Manager

Dated: \_\_\_\_\_