



Board of County Commissioners Agenda Request

25

Agenda Item #

Requested Meeting Date: 4/23/19

Title of Item: Ratify the Local 49 and Teamsters Supervisory Agreements

<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: HR Dept.
Presenter (Name and Title): Bobbie Danielson, HR Director		Estimated Time Needed: 2 Minutes or Consent Ag
Summary of Issue: The employer and the Local 49 union and Teamsters Supervisory union have reached agreements. Changes are highlighted in the redlined agreements attached. Wages include the pattern settlement for both units.		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Motion to ratify and authorize staff to sign the Local 49 2019-2021 and Teamsters Supervisory unit 2019-2020 Agreements as presented.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> The 2019 amounts are budgeted. (The 2020-2021 settlements will need to be included in those future budgets.)		

Legally binding agreements must have County Attorney approval prior to submission.

Agreement
between
Aitkin County and
The International Union of
Operating Engineers, Local #49
Road & Bridge Department

January 1, 2019 – December 31, 2021.

Deleted: 7

Deleted: 8

Table of Contents will be updated on signature copy

AGREEMENT 3

ARTICLE 1 3

 UNION RECOGNITION 3

ARTICLE 2 3

 DEFINITIONS 3

ARTICLE 3 4

 MANAGEMENT RIGHTS 4

ARTICLE 4 4

 HOURS 4

ARTICLE 5 5

 HOLIDAYS 5

ARTICLE 6 6

 VACATIONS 6

ARTICLE 7 6

 HEALTH & WELFARE INSURANCE 6

ARTICLE 8 7

 SICK LEAVE BENEFITS / CARE OF RELATIVES 7

ARTICLE 9 8

 PERSONAL LEAVE 8

ARTICLE 10 9

 SENIORITY 9

ARTICLE 11 10

 GRIEVANCE PROCEDURE 10

ARTICLE 12 12

 WAGES 12

ARTICLE 13 14

 SAFETY 14

ARTICLE 14 15

 SAVINGS CLAUSE 15

ARTICLE 15 15

 DURATION 15

APPENDIX A WAGE SCHEDULES 15

APPENDIX B MOA YEAR ROUND SEASONAL EMPLOYEE 15

APPENDIX C MOA EARLY RETIREMENT INCENTIVE 15

Deleted: 8
Deleted: 8
Deleted: 9
Deleted: 9
Deleted: 11
Deleted: 11
Deleted: 13
Deleted: 13
Deleted: 13
Deleted: 13
Deleted: 14
Deleted: CHRISTMAS EVE
Deleted: 14

AGREEMENT

This Agreement, entered into on January 1, 2019, 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: 7

ARTICLE 1 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 established by the Union from the wages of all employees expressly authorizing, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated officers of the Union.

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 section.

ARTICLE 2 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.

Deleted: 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 expressly authorizing, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated officers of the Union.

Section 2.5 Employer: Aitkin County Board of Commissioners

ARTICLE 3
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 4
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. Major Holidays are defined in Section 5.2.

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 5
HOLIDAYS**

Section 5.1: All permanent employees shall be entitled to the following holidays (8-hour holidays, unless provided otherwise in Article 4, Section 4.2 or noted below):

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	

Christmas Eve 4 hours if the day falls on a Monday through Thursday

Deleted: granted leave of absence with regular pay on all legal holidays. These are:¶

Permanent part-time (probationary and non-probationary) employees 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.

ARTICLE 6
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 unless the employee is terminated for an illegal act committed against the employer, 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 7
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.

Coverage starts on the first of the month following date of hire.

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

Effective January 1, 2019, \$1,100.00 per month
Effective January 1, 2020, \$1,110.00 per month
Effective January 1, 2021, \$1,120.00 per month

Deleted: ~~Effective January 1, 2017, \$1,050.00 per month~~
~~Effective January 1, 2018, \$1,100.00 per month~~

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~~ \$25,000 for all permanent employees and to provide life insurance coverage in the amount of ~~\$10,000~~ \$15,000 for their spouse and dependents to age 26, subject to carrier restrictions.

Deleted: ~~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.~~

Section 7.4 LTD and Other Voluntary Benefits

The Employer shall provide Long Term Disability Insurance reimbursement for full-time permanent employees in accordance with the Personnel Policy. Part-time employees are not eligible for LTD.

Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

ARTICLE 8
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).

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.

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.

Part-time (probationary and non-probationary) employees shall be entitled to sick leave pay on a pro-rated basis, up to a maximum of 40 hours.

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.

Section 8.3 Funeral Leave: Full-time (probationary and non-probationary) employees will 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 in this section to mean spouse, life partner, child, step child, parent, step parent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Two (2) additional days (16 hours) may be allowed when extensive travel is necessary (greater than 250 miles one way), subject to the approval of the Employer. Additional time, if needed, may be allowed by the Employer, but such additional time in excess of the five (5) days (40 hours) provided above shall be charged against the employee's sick leave.

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

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

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.

ARTICLE 9 PERSONAL LEAVE

Deleted: 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. ¶

Full-time (probationary and non-probationary) employees shall be granted nine, (9) hours of personal leave each quarter, and may accumulate up to 36 hours of personal leave at any given time. 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 is not paid out upon termination of employment or death.

Deleted: eight
Deleted: 8
Deleted: 2

Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

ARTICLE 10
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.

Employees who transfer or promote to a new position would serve a three (3) month trial period. During the trial period, the employer can return the employee to their previous position and rate of pay. The trial period may be extended one additional month by mutual agreement.

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.

Section10.4: 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.

Section10.5: 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 A.
- C. Seasonal employees will not displace permanent full time employees from their usual and customary work.

Deleted: E

ARTICLE 11 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.

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 11 or a procedure such as veterans preference or fair employment. If appealed to any procedure other than Step 4 of this Article 11, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article 11 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 11, 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 12 WAGES

Section 12.1 Rate of Pay:

1/1/2019 One-half percent (½%) General Adjustment, plus employees whose wage is below the maximum of the appropriate wage scale will advance to the next step on January 1, 2019.

(One-time special adjustment on 3/18/2019: Adjust Jared Bobenmoyer, Mechanic, from Step F to Step G.)

1/1/2020 1% General Adjustment, plus employees whose wage is below the maximum of the appropriate wage scale will advance to the next step on January 1, 2020.

1/1/2021 One-half percent (½%) General Adjustment, plus employees whose wage is below the maximum of the appropriate wage scale will advance to the next step on January 1, 2021.

1/1/2021 A special one-time Lump Sum payment to employees named below who are at the wage scale maximum and not getting a step increase in 2021. (The combined value of the adjustments shall not exceed \$5,512. The dollars will be divided amongst the following active employees on January 1, 2021 - Florian Blaszak, Allen Lundquist, Paul White, Randy Flier, David Jackman, Duane Kraemer, Randy Thompson. For example, if there are 7 active employees, each will receive a one-time lump sum payment of \$787.42. Or, if there are 6 active employees, each will receive a one-time lump sum payment of \$918.66. Etc.)

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.

Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive wage adjustments.

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: Effective January 1, 2017, employees covered by this Agreement shall be paid in accordance with Appendix A. ¶
¶
1/1/2017 3.0% general adjustment, no step increase. ¶
¶
1/1/2017 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who ¶
have 15 or more years of service with Aitkin County as of 12/31/2016. ¶
¶
In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate ¶
salary range. ¶
¶
Effective January 1, 2018, employees covered by this Agreement shall be paid in accordance with Appendix A. ¶
¶
1/1/2018 0% general adjustment. Employees whose wage is below the maximum of the ¶
appropriate wage schedule will advance to the next step on January 1, 2018. ¶
¶
1/1/2018 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who ¶
have 15 or more years of service with Aitkin County as of 12/31/2017. ¶

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 13
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.

ARTICLE 14
DISCIPLINE

Section 14.1 Disciplinary action, including oral reprimand, written reprimand, suspension without pay, demotion, or discharge, may be imposed upon an employee for just cause. Any disciplinary action imposed may be processed as a grievance through the grievance procedure outlined in Article 11. Oral reprimands may not be processed beyond Step 3 of the grievance procedure.

Section 14.2. Employees have a right to make a clear request for union representation before or during an investigatory interview if the discussion could in any way lead to their being disciplined or terminated.

ARTICLE 15
DISCHARGE AND LOUDERMILL HEARING

This Article 24 shall pertain to discharge cases only.

Section 15.1. An action to discharge an employee shall be taken by the appointing authority only after a Loudermill Hearing has been held between the designated Union representative and employee, and the County Administrator. The employee and the Union shall be given written notice of the charges against the employee and of the Loudermill Hearing date and time at least ten (10) calendar days prior to the meeting. The Union and the employee shall be present at the meeting, and the Union shall present information relevant to the proposed discharge and may present witnesses and evidence. The County Engineer and/or Human Resources Director shall have the right to present information, witnesses and evidence at the meeting. This meeting shall be in lieu of Steps 1 and 2 of the Grievance Procedure set forth in Article 11 of this Agreement.

Section 15.2. In the event the appointing authority proceeds to discharge, then a grievance relating to discharge shall be filed at Step 3 of the Grievance Procedure within ten (10) working days of the date of the discharge action.

Formatted: Normal

ARTICLE 16
SAVINGS CLAUSE

Deleted: 4

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

ARTICLE 17
DURATION

Deleted: 5

This Agreement shall be in effect from January 1, 2019, and shall continue in effect through December 31, 2021, 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: 7

Deleted: 8

This Agreement between the County Board of Aitkin County and the International Union of Operating Engineers, Local No. 49, signed this 23rd day of April, 2019,

Deleted: 8

Deleted: th

Deleted: February

Deleted: 7

Chairperson, Aitkin County Board of Commissioners

County Administrator

Deleted: Interim

Human Resources Director

IUOE Local No. 49 Business Representative

IUOE Local No. 49 Business Manager

APPENDIX A WAGE SCHEDULES

2019 One-half percent (0.5%) General Adjustment 1/1/2019														
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N
20	\$ 42.08	\$ 43.32	\$ 44.60	\$ 45.92	\$ 47.28	\$ 48.67	\$ 50.11	\$ 51.60	\$ 53.12	\$ 54.70	\$ 56.32	\$ 57.99	\$ 59.71	\$ 61.48
19	\$ 40.53	\$ 41.72	\$ 42.95	\$ 44.22	\$ 45.53	\$ 46.87	\$ 48.26	\$ 49.69	\$ 51.16	\$ 52.67	\$ 54.23	\$ 55.84	\$ 57.49	\$ 59.20
18	\$ 38.97	\$ 40.12	\$ 41.31	\$ 42.52	\$ 43.78	\$ 45.07	\$ 46.41	\$ 47.78	\$ 49.19	\$ 50.65	\$ 52.15	\$ 53.69	\$ 55.28	\$ 56.91
17	\$ 37.42	\$ 38.52	\$ 39.66	\$ 40.83	\$ 42.03	\$ 43.27	\$ 44.55	\$ 45.87	\$ 47.22	\$ 48.62	\$ 50.06	\$ 51.54	\$ 53.07	\$ 54.64
16	\$ 35.87	\$ 36.92	\$ 38.01	\$ 39.13	\$ 40.29	\$ 41.47	\$ 42.70	\$ 43.96	\$ 45.26	\$ 46.59	\$ 47.97	\$ 49.39	\$ 50.85	\$ 52.36
15	\$ 34.32	\$ 35.32	\$ 36.36	\$ 37.43	\$ 38.54	\$ 39.67	\$ 40.84	\$ 42.05	\$ 43.29	\$ 44.57	\$ 45.89	\$ 47.24	\$ 48.64	\$ 50.08
14	\$ 32.76	\$ 33.78	\$ 34.72	\$ 35.74	\$ 36.79	\$ 37.87	\$ 38.99	\$ 40.14	\$ 41.32	\$ 42.54	\$ 43.80	\$ 45.09	\$ 46.43	\$ 47.80
13	\$ 31.21	\$ 32.13	\$ 33.07	\$ 34.04	\$ 35.04	\$ 36.07	\$ 37.14	\$ 38.23	\$ 39.36	\$ 40.52	\$ 41.71	\$ 42.94	\$ 44.21	\$ 45.52
12	\$ 29.66	\$ 30.53	\$ 31.42	\$ 32.34	\$ 33.29	\$ 34.27	\$ 35.28	\$ 36.32	\$ 37.39	\$ 38.49	\$ 39.63	\$ 40.79	\$ 42.00	\$ 43.24
11	\$ 28.10	\$ 28.93	\$ 29.77	\$ 30.65	\$ 31.55	\$ 32.47	\$ 33.43	\$ 34.41	\$ 35.42	\$ 36.46	\$ 37.54	\$ 38.64	\$ 39.78	\$ 40.96
10	\$ 26.55	\$ 27.33	\$ 28.13	\$ 28.95	\$ 29.80	\$ 30.67	\$ 31.57	\$ 32.50	\$ 33.46	\$ 34.44	\$ 35.45	\$ 36.50	\$ 37.57	\$ 38.68
9	\$ 25.00	\$ 25.73	\$ 26.48	\$ 27.25	\$ 28.05	\$ 28.87	\$ 29.72	\$ 30.59	\$ 31.49	\$ 32.41	\$ 33.36	\$ 34.35	\$ 35.36	\$ 36.40
8	\$ 23.45	\$ 24.13	\$ 24.83	\$ 25.56	\$ 26.30	\$ 27.07	\$ 27.87	\$ 28.68	\$ 29.52	\$ 30.39	\$ 31.28	\$ 32.20	\$ 33.14	\$ 34.12
7	\$ 21.89	\$ 22.53	\$ 23.19	\$ 23.86	\$ 24.56	\$ 25.27	\$ 26.01	\$ 26.77	\$ 27.55	\$ 28.36	\$ 29.19	\$ 30.05	\$ 30.93	\$ 31.84
6	\$ 20.34	\$ 20.93	\$ 21.54	\$ 22.16	\$ 22.81	\$ 23.47	\$ 24.16	\$ 24.86	\$ 25.59	\$ 26.33	\$ 27.10	\$ 27.90	\$ 28.71	\$ 29.54
5	\$ 18.79	\$ 19.33	\$ 19.89	\$ 20.47	\$ 21.06	\$ 21.67	\$ 22.30	\$ 22.95	\$ 23.62	\$ 24.31	\$ 25.02	\$ 25.75	\$ 26.50	\$ 27.28
4	\$ 17.24	\$ 17.73	\$ 18.24	\$ 18.77	\$ 19.31	\$ 19.87	\$ 20.45	\$ 21.04	\$ 21.65	\$ 22.28	\$ 22.93	\$ 23.60	\$ 24.29	\$ 25.00
3	\$ 15.68	\$ 16.13	\$ 16.60	\$ 17.07	\$ 17.57	\$ 18.07	\$ 18.60	\$ 19.13	\$ 19.69	\$ 20.26	\$ 20.84	\$ 21.45	\$ 22.07	\$ 22.71
2	\$ 14.13	\$ 14.53	\$ 14.95	\$ 15.38	\$ 15.82	\$ 16.27	\$ 16.74	\$ 17.22	\$ 17.72	\$ 18.23	\$ 18.76	\$ 19.30	\$ 19.86	\$ 20.43
1	\$ 12.58	\$ 12.93	\$ 13.30	\$ 13.68	\$ 14.07	\$ 14.47	\$ 14.89	\$ 15.31	\$ 15.75	\$ 16.21	\$ 16.67	\$ 17.15	\$ 17.65	\$ 18.15

2020 1% General Adjustment 1/1/2020														
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N
20	\$ 42.50	\$ 43.75	\$ 45.05	\$ 46.38	\$ 47.75	\$ 49.16	\$ 50.61	\$ 52.11	\$ 53.66	\$ 55.25	\$ 56.88	\$ 58.57	\$ 60.30	\$ 62.07
19	\$ 40.93	\$ 42.14	\$ 43.38	\$ 44.66	\$ 45.98	\$ 47.34	\$ 48.74	\$ 50.18	\$ 51.67	\$ 53.20	\$ 54.77	\$ 56.40	\$ 58.07	\$ 59.77
18	\$ 39.36	\$ 40.52	\$ 41.72	\$ 42.95	\$ 44.22	\$ 45.52	\$ 46.87	\$ 48.26	\$ 49.68	\$ 51.15	\$ 52.67	\$ 54.23	\$ 55.83	\$ 57.45
17	\$ 37.79	\$ 38.91	\$ 40.06	\$ 41.24	\$ 42.45	\$ 43.71	\$ 45.00	\$ 46.33	\$ 47.70	\$ 49.11	\$ 50.56	\$ 52.06	\$ 53.60	\$ 55.17
16	\$ 36.23	\$ 37.29	\$ 38.39	\$ 39.52	\$ 40.69	\$ 41.89	\$ 43.12	\$ 44.40	\$ 45.71	\$ 47.06	\$ 48.45	\$ 49.89	\$ 51.36	\$ 52.88
15	\$ 34.66	\$ 35.68	\$ 36.73	\$ 37.81	\$ 38.92	\$ 40.07	\$ 41.25	\$ 42.47	\$ 43.72	\$ 45.01	\$ 46.34	\$ 47.71	\$ 49.13	\$ 50.59
14	\$ 33.09	\$ 34.06	\$ 35.06	\$ 36.10	\$ 37.16	\$ 38.25	\$ 39.38	\$ 40.54	\$ 41.74	\$ 42.97	\$ 44.24	\$ 45.54	\$ 46.89	\$ 48.27
13	\$ 31.52	\$ 32.45	\$ 33.40	\$ 34.38	\$ 35.39	\$ 36.43	\$ 37.51	\$ 38.61	\$ 39.75	\$ 40.92	\$ 42.13	\$ 43.37	\$ 44.65	\$ 45.97
12	\$ 29.95	\$ 30.83	\$ 31.74	\$ 32.67	\$ 33.63	\$ 34.62	\$ 35.63	\$ 36.68	\$ 37.76	\$ 38.88	\$ 40.02	\$ 41.20	\$ 42.42	\$ 43.68
11	\$ 28.39	\$ 29.22	\$ 30.07	\$ 30.95	\$ 31.86	\$ 32.80	\$ 33.76	\$ 34.75	\$ 35.78	\$ 36.83	\$ 37.91	\$ 39.03	\$ 40.18	\$ 41.35
10	\$ 26.82	\$ 27.60	\$ 28.41	\$ 29.24	\$ 30.10	\$ 30.98	\$ 31.89	\$ 32.83	\$ 33.79	\$ 34.78	\$ 35.81	\$ 36.86	\$ 37.95	\$ 39.06
9	\$ 25.25	\$ 25.99	\$ 26.75	\$ 27.53	\$ 28.33	\$ 29.16	\$ 30.02	\$ 30.90	\$ 31.80	\$ 32.74	\$ 33.70	\$ 34.69	\$ 35.71	\$ 36.74
8	\$ 23.68	\$ 24.37	\$ 25.08	\$ 25.81	\$ 26.57	\$ 27.34	\$ 28.14	\$ 28.97	\$ 29.82	\$ 30.69	\$ 31.59	\$ 32.52	\$ 33.47	\$ 34.44
7	\$ 22.11	\$ 22.76	\$ 23.42	\$ 24.10	\$ 24.80	\$ 25.53	\$ 26.27	\$ 27.04	\$ 27.83	\$ 28.64	\$ 29.48	\$ 30.35	\$ 31.24	\$ 32.15
6	\$ 20.54	\$ 21.14	\$ 21.75	\$ 22.39	\$ 23.04	\$ 23.71	\$ 24.40	\$ 25.11	\$ 25.84	\$ 26.60	\$ 27.38	\$ 28.18	\$ 29.00	\$ 29.83
5	\$ 18.98	\$ 19.52	\$ 20.09	\$ 20.67	\$ 21.27	\$ 21.89	\$ 22.53	\$ 23.18	\$ 23.86	\$ 24.55	\$ 25.27	\$ 26.01	\$ 26.77	\$ 27.55
4	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.96	\$ 19.51	\$ 20.07	\$ 20.65	\$ 21.25	\$ 21.87	\$ 22.51	\$ 23.16	\$ 23.84	\$ 24.53	\$ 25.23
3	\$ 15.84	\$ 16.29	\$ 16.76	\$ 17.25	\$ 17.74	\$ 18.25	\$ 18.78	\$ 19.32	\$ 19.88	\$ 20.46	\$ 21.05	\$ 21.66	\$ 22.29	\$ 22.93
2	\$ 14.27	\$ 14.68	\$ 15.10	\$ 15.53	\$ 15.98	\$ 16.44	\$ 16.91	\$ 17.40	\$ 17.90	\$ 18.41	\$ 18.95	\$ 19.49	\$ 20.06	\$ 20.64
1	\$ 12.70	\$ 13.06	\$ 13.44	\$ 13.82	\$ 14.21	\$ 14.62	\$ 15.04	\$ 15.47	\$ 15.91	\$ 16.37	\$ 16.84	\$ 17.32	\$ 17.82	\$ 18.31

2017 3% general adjustment, no steps, ei					
Grade	Minimum/A	B	C	D	E
20	\$ 41.87	\$ 43.11	\$ 44.38	\$ 45.69	\$ 47.03
19	\$ 40.32	\$ 41.51	\$ 42.74	\$ 44.00	\$ 45.31
18	\$ 38.78	\$ 39.92	\$ 41.10	\$ 42.31	\$ 43.59
17	\$ 37.23	\$ 38.33	\$ 39.46	\$ 40.63	\$ 41.88
16	\$ 35.69	\$ 36.74	\$ 37.82	\$ 38.94	\$ 40.03
15	\$ 34.14	\$ 35.15	\$ 36.18	\$ 37.25	\$ 38.33
14	\$ 32.60	\$ 33.56	\$ 34.54	\$ 35.56	\$ 36.61
13	\$ 31.05	\$ 31.97	\$ 32.90	\$ 33.87	\$ 34.88
12	\$ 29.51	\$ 30.37	\$ 31.27	\$ 32.18	\$ 33.13
11	\$ 27.96	\$ 28.78	\$ 29.63	\$ 30.50	\$ 31.31
10	\$ 26.42	\$ 27.19	\$ 27.99	\$ 28.81	\$ 29.61
9	\$ 24.87	\$ 25.60	\$ 26.35	\$ 27.12	\$ 27.93
8	\$ 23.33	\$ 24.01	\$ 24.71	\$ 25.43	\$ 26.17
7	\$ 21.78	\$ 22.42	\$ 23.07	\$ 23.74	\$ 24.44
6	\$ 20.24	\$ 20.83	\$ 21.43	\$ 22.05	\$ 22.71
5	\$ 18.69	\$ 19.24	\$ 19.79	\$ 20.37	\$ 20.95
4	\$ 17.15	\$ 17.64	\$ 18.15	\$ 18.68	\$ 19.22
3	\$ 15.60	\$ 16.05	\$ 16.51	\$ 16.99	\$ 17.47
2	\$ 14.06	\$ 14.46	\$ 14.87	\$ 15.30	\$ 15.72
1	\$ 12.51	\$ 12.87	\$ 13.24	\$ 13.61	\$ 14.00

2018 0% general adjustment, plus one st.					
Grade	Minimum/A	B	C	D	E
20	\$ 41.87	\$ 43.11	\$ 44.38	\$ 45.69	\$ 47.03
19	\$ 40.32	\$ 41.51	\$ 42.74	\$ 44.00	\$ 45.31
18	\$ 38.78	\$ 39.92	\$ 41.10	\$ 42.31	\$ 43.59
17	\$ 37.23	\$ 38.33	\$ 39.46	\$ 40.63	\$ 41.88
16	\$ 35.69	\$ 36.74	\$ 37.82	\$ 38.94	\$ 40.03
15	\$ 34.14	\$ 35.15	\$ 36.18	\$ 37.25	\$ 38.33
14	\$ 32.60	\$ 33.56	\$ 34.54	\$ 35.56	\$ 36.61
13	\$ 31.05	\$ 31.97	\$ 32.90	\$ 33.87	\$ 34.88
12	\$ 29.51	\$ 30.37	\$ 31.27	\$ 32.18	\$ 33.13
11	\$ 27.96	\$ 28.78	\$ 29.63	\$ 30.50	\$ 31.31
10	\$ 26.42	\$ 27.19	\$ 27.99	\$ 28.81	\$ 29.61
9	\$ 24.87	\$ 25.60	\$ 26.35	\$ 27.12	\$ 27.93
8	\$ 23.33	\$ 24.01	\$ 24.71	\$ 25.43	\$ 26.17
7	\$ 21.78	\$ 22.42	\$ 23.07	\$ 23.74	\$ 24.44
6	\$ 20.24	\$ 20.83	\$ 21.43	\$ 22.05	\$ 22.71
5	\$ 18.69	\$ 19.24	\$ 19.79	\$ 20.37	\$ 20.95
4	\$ 17.15	\$ 17.64	\$ 18.15	\$ 18.68	\$ 19.22
3	\$ 15.60	\$ 16.05	\$ 16.51	\$ 16.99	\$ 17.47
2	\$ 14.06	\$ 14.46	\$ 14.87	\$ 15.30	\$ 15.72
1	\$ 12.51	\$ 12.87	\$ 13.24	\$ 13.61	\$ 14.00

Deleted:

Formatted: Underline

2021 One-half percent (0.5%) General Adjustment 1/1/2021

Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O
20	\$ 42.71	\$ 43.97	\$ 45.27	\$ 46.61	\$ 47.99	\$ 49.41	\$ 50.87	\$ 52.37	\$ 53.92	\$ 55.52	\$ 57.17	\$ 58.86	\$ 60.61	\$ 62.40	\$ 63.73
19	\$ 41.14	\$ 42.35	\$ 43.60	\$ 44.89	\$ 46.21	\$ 47.58	\$ 48.99	\$ 50.44	\$ 51.93	\$ 53.47	\$ 55.05	\$ 56.68	\$ 58.36	\$ 60.09	\$ 61.36
18	\$ 39.56	\$ 40.73	\$ 41.99	\$ 43.16	\$ 44.44	\$ 45.75	\$ 47.10	\$ 48.50	\$ 49.93	\$ 51.41	\$ 52.93	\$ 54.50	\$ 56.11	\$ 57.78	\$ 59.00
17	\$ 37.98	\$ 39.10	\$ 40.26	\$ 41.44	\$ 42.67	\$ 43.92	\$ 45.22	\$ 46.56	\$ 47.95	\$ 49.35	\$ 50.81	\$ 52.32	\$ 53.87	\$ 55.46	\$ 56.63
16	\$ 36.41	\$ 37.48	\$ 38.58	\$ 39.72	\$ 40.89	\$ 42.10	\$ 43.34	\$ 44.62	\$ 45.94	\$ 47.30	\$ 48.69	\$ 50.13	\$ 51.62	\$ 53.15	\$ 54.27
15	\$ 34.83	\$ 35.86	\$ 36.91	\$ 38.00	\$ 39.12	\$ 40.27	\$ 41.46	\$ 42.68	\$ 43.94	\$ 45.24	\$ 46.58	\$ 47.95	\$ 49.37	\$ 50.83	\$ 51.91
14	\$ 33.26	\$ 34.23	\$ 35.24	\$ 36.28	\$ 37.34	\$ 38.44	\$ 39.58	\$ 40.74	\$ 41.94	\$ 43.18	\$ 44.46	\$ 45.77	\$ 47.12	\$ 48.52	\$ 49.54
13	\$ 31.68	\$ 32.61	\$ 33.57	\$ 34.55	\$ 35.57	\$ 36.62	\$ 37.69	\$ 38.80	\$ 39.95	\$ 41.13	\$ 42.34	\$ 43.59	\$ 44.88	\$ 46.20	\$ 47.18
12	\$ 30.10	\$ 30.99	\$ 31.90	\$ 32.83	\$ 33.80	\$ 34.79	\$ 35.81	\$ 36.87	\$ 37.95	\$ 39.07	\$ 40.22	\$ 41.41	\$ 42.63	\$ 43.89	\$ 44.81
11	\$ 28.53	\$ 29.36	\$ 30.22	\$ 31.11	\$ 32.02	\$ 32.96	\$ 33.93	\$ 34.93	\$ 35.96	\$ 37.01	\$ 38.10	\$ 39.23	\$ 40.38	\$ 41.57	\$ 42.45
10	\$ 26.95	\$ 27.74	\$ 28.55	\$ 29.39	\$ 30.25	\$ 31.14	\$ 32.05	\$ 32.99	\$ 33.96	\$ 34.96	\$ 35.99	\$ 37.04	\$ 38.14	\$ 39.26	\$ 40.09
9	\$ 25.38	\$ 26.12	\$ 26.88	\$ 27.66	\$ 28.47	\$ 29.31	\$ 30.17	\$ 31.05	\$ 31.96	\$ 32.90	\$ 33.87	\$ 34.86	\$ 35.89	\$ 36.94	\$ 37.72
8	\$ 23.80	\$ 24.49	\$ 25.21	\$ 25.94	\$ 26.70	\$ 27.48	\$ 28.28	\$ 29.11	\$ 29.97	\$ 30.84	\$ 31.75	\$ 32.68	\$ 33.64	\$ 34.63	\$ 35.36
7	\$ 22.22	\$ 22.87	\$ 23.53	\$ 24.22	\$ 24.93	\$ 25.65	\$ 26.40	\$ 27.17	\$ 27.97	\$ 28.79	\$ 29.63	\$ 30.50	\$ 31.39	\$ 32.32	\$ 32.99
6	\$ 20.65	\$ 21.25	\$ 21.86	\$ 22.50	\$ 23.15	\$ 23.83	\$ 24.52	\$ 25.24	\$ 25.97	\$ 26.73	\$ 27.51	\$ 28.32	\$ 29.15	\$ 30.00	\$ 30.63
5	\$ 19.07	\$ 19.62	\$ 20.19	\$ 20.78	\$ 21.38	\$ 22.00	\$ 22.64	\$ 23.30	\$ 23.98	\$ 24.67	\$ 25.39	\$ 26.14	\$ 26.90	\$ 27.69	\$ 28.26
4	\$ 17.49	\$ 18.00	\$ 18.52	\$ 19.05	\$ 19.60	\$ 20.17	\$ 20.76	\$ 21.36	\$ 21.98	\$ 22.62	\$ 23.28	\$ 23.95	\$ 24.65	\$ 25.37	\$ 25.90
3	\$ 15.92	\$ 16.38	\$ 16.85	\$ 17.33	\$ 17.83	\$ 18.35	\$ 18.88	\$ 19.42	\$ 19.98	\$ 20.56	\$ 21.16	\$ 21.77	\$ 22.41	\$ 23.06	\$ 23.54
2	\$ 14.34	\$ 14.75	\$ 15.17	\$ 15.61	\$ 16.06	\$ 16.52	\$ 16.99	\$ 17.48	\$ 17.99	\$ 18.51	\$ 19.04	\$ 19.59	\$ 20.16	\$ 20.74	\$ 21.17
1	\$ 12.77	\$ 13.13	\$ 13.50	\$ 13.89	\$ 14.28	\$ 14.69	\$ 15.11	\$ 15.54	\$ 15.99	\$ 16.45	\$ 16.92	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.81

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, 2019 through December 31, 2021.

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 5 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, 2021, at which time the provisions of the MOA will be negotiated for 2022.
- I. This employee will be a Union member or pay Fair Share.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this 23RD day of April, 2019.

For Aitkin County:

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

Chairperson, Aitkin County Board

Area Business Representative

Dated: _____

Dated: _____

Deleted: ¶
¶
----- Page Break -----
¶
----- Section Break (Next Page) -----

Deleted: 7
Deleted: 8

Deleted: 8
Deleted: 19

Deleted: 8th
Deleted: February
Deleted: 7

APPENDIX C
MEMORANDUM OF AGREEMENT (EARLY RETIREMENT INCENTIVE)

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, 2019 through December 31, 2021.

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2019-2021 collective bargaining agreement, the parties discussed early retirement incentives; and

WHEREAS, the employer plans to incorporate an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019.

NOW, THEREFORE, the parties agree as follows:

1. Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2019, 2020, and 2021 will have the opportunity to participate.
2. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this 23rd day of April, 2019.

For Aitkin County:

Chairperson, Aitkin County Board

Dated: _____

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

Area Business Representative

Dated: _____

Deleted: L49 MEMORANDUM OF AGREEMENT (CHRISTMAS EVE)

¶ This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Local No. 49 (hereafter "Union")

¶ WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

¶ WHEREAS, during negotiations for the 2017-2018 collective bargaining agreement, the Union requested Christmas Eve be added as a holiday; and

¶ WHEREAS, the County is not interested in adding a new holiday to the collective bargaining agreement; and

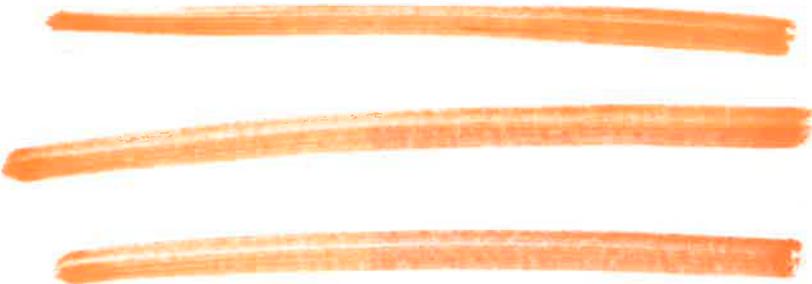
¶ WHEREAS, December 24, 2018 falls on a Monday when the county facilities are open for business; and

¶ WHEREAS, the union shared the importance of Christmas Eve to its membership and expressed an understanding that some employees may be required to work on December 24, 2018 as assigned;

¶ NOW, THEREFORE, the parties agree as follows:

1. The parties agree that employees under this bargaining unit may be absent from their duties with pay, with department head approval, on Monday, December 24, 2018.
2. The parties agree the hours will not be stacked in any way to generate overtime pay.
3. The parties understand some employees may be required to work a full or partial day, as the R&B offices will not be closed. Employees who are required to work on said date will be allowed to take a different day off with pay (or remaining hours with pay for partial day(s)), as approved in advance by their department head.
4. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

¶ IN WITNESS WHEREOF, the parties have caused this MOA to be executed this 28th day of February, 2017



AGREEMENT

By and Between

AITKIN COUNTY

and

TEAMSTERS GENERAL LOCAL UNION NO. 346

Duluth, Minnesota

SUPERVISORY UNIT

January 1, 2019

through

December 31, 2020

Deleted: 2017

Deleted: 2018

Contents To be updated on signature copy.

PREAMBLE 4

TERMS AND RELATIONS 4

ARTICLE I 4

Section 1. RECOGNITION 4

Section 2. REPRESENTATION 4

Section 3. CHECKOFF 4

ARTICLE 2 5

VESTED RIGHT OF MANAGEMENT 5

ARTICLE 3 6

EMPLOYMENT STATUS 6

ARTICLE 4 6

Section 1. PROBATION 6

Section 2. TRANSFER OF EMPLOYEES FROM THE TEAMSTERS LICENSED ESSENTIAL UNIT OR NON-LICENSED ESSENTIAL UNIT TO THE SUPERVISORY UNIT: 6

Section 3. TERMINATION OF APPOINTMENT - UNDERSHERIFF 6

ARTICLE 5 6

Section 1. EXPENSES 6

Section 2. LOSS OR DAMAGE 7

ARTICLE 6 7

UNIFORMS 7

ARTICLE 7 7

MEDICAL EXAMINATION 7

ARTICLE 8 7

WORK HOURS 7

ARTICLE 9 7

PAY PERIOD 7

ARTICLE 10 8

Section 1. FAMILY AND MEDICAL LEAVE 8

Section 2. LEAVE OF ABSENCE 8

Section 3. PERSONAL LEAVE 8

ARTICLE 11 9

HOLIDAYS 9

ARTICLE 12 9

Section 1. VACATIONS 9

Section 2. MAXIMUM ACCRUAL 9

Section 3. VACATION CASH OUT 9

Deleted: 5

Deleted: 8

Deleted: 8

ARTICLE 13..... 9

SICK LEAVE BENEFITS/CARE OF RELATIVES 10

ARTICLE 14..... 10

RETIREMENT..... 10

ARTICLE 15..... 10

INSURANCE AND BONDS 10

Section 1. GROUP HEALTH INSURANCE..... 10

Section 2. LIABILITY INSURANCE..... 11

Section 3. LIFE INSURANCE..... 11

Section 4. BONDS AND PREMIUMS 12

Section 5. LONG TERM DISABILITY..... 12

ARTICLE 16..... 12

Section 1. INDIVIDUAL AGREEMENT..... 12

ARTICLE 17..... 13

Section 1. GRIEVANCE PROCEDURE..... 13

Section 2. ARBITRATOR'S AUTHORITY..... 13

Section 3. WAIVER..... 14

Section 4. CHOICE OF REMEMDY..... 14

ARTICLE 18..... 14

DISCIPLINE..... 14

ARTICLE 19..... 15

DISCHARGE..... 15

ARTICLE 20..... 15

SAVINGS AND SEPARABILITY CLAUSE..... 15

ARTICLE 21..... 16

WAGES..... 16

ARTICLE 22..... 16

EXPIRATION..... 17

APPENDIX A: Wage Schedules..... 20

MOA EARLY RETIREMENT INCENTIVE..... 21

MOA PIPELINE ACTIVITIES..... **22**

Deleted: 9

Deleted: 12

Deleted: 12

Deleted: 17

Deleted: PERSONAL LEAVE HOURS

Formatted: Normal, Tab stops: Not at 6.49"

Formatted: Font: 12 pt

Deleted: MOA FUNERAL LEAVE 22

TEAMSTERS SUPERVISORY UNIT

AGREEMENT

By and Between

AITKIN COUNTY

AND

**TEAMSTERS GENERAL LOCAL UNION NO. 346
(Supervisory Unit)**

PREAMBLE

Aitkin County, hereinafter referred to as the "Employer" and the Teamsters General Local Union No. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union", agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS

This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and the employees agree to carry it out fairly.

ARTICLE I

Section 1. RECOGNITION

Local Union No. 346, affiliated with the International Brotherhood of Teamsters, shall be recognized as the sole and exclusive Collective Bargaining agent for the Supervisory Unit as set forth in the Certification of Exclusive Representative, Case No. 95-PCE-1521, dated the 3rd day of May 1995, by the Bureau of Mediation Services, State of Minnesota.

Section 2. REPRESENTATION

The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of non-Union affiliation.

Section 3. CHECKOFF

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 initiation fees and dues established by the Union from the wages of all employees expressly authorizing, in writing, such

a deduction. The Employer shall remit such deduction to the appropriate designated officers of the Union.

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 section.

Section 4. TIME OFF

The Employer agrees to grant reasonable and necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other Official Union business, provided one (1) week's written notice is given to the Sheriff by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of individuals affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

The Employer will not pay any employee to come in on their scheduled time or day(s) off for negotiations, but when on-duty, the Employer will permit the Teamsters Negotiating Committee, comprised of up to two members of the bargaining unit, to appear at all negotiation meetings with the Employer without the loss of pay.

ARTICLE 2

VESTED RIGHT OF MANAGEMENT

The right to employ, transfer, direct and discipline employees and the management of the property and equipment of the Aitkin County is reserved and shall be vested exclusively in the County Board, including the sole authority of the County Board to define "cause" for management action. The County Board through authority vested through the Minnesota State Statutes shall have the right to determine how many individuals will be employed or retained together with the right to exercise full control and discipline in the proper conduct of its operation. The Aitkin County Board shall have the sole right to contract for any work it chooses, and direct employees to perform such work wherever located in its jurisdiction. The County Board shall have the exclusive right to determine the hours of employment and the length of the work week and to make changes in the detail of the employment of the various employees from time to time as is deemed necessary for the efficient operation of the Sheriff's Department, and the Union and the members agree to cooperate with the County Board in all respects to promote the efficient operation of the Sheriff's Department. The Union will be notified by the County Board of any said changes or adjustments. The provisions of this Article are subject to the procedural rights of the employees as set forth in the other Articles contained in this Agreement.

Deleted: 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 3

EMPLOYMENT STATUS

A regular employee is hereby defined as a person hired to fill a full-time permanent position.

ARTICLE 4

Commented [BJD1]: Nikki -- payroll, please note change.

Section 1. PROBATION

All employees newly hired in a position covered by this Agreement, except the position of Undersheriff, shall serve a one (1) year probationary period of continuous service. During such probationary period they shall be subject to dismissal for any reason without recourse to the grievance procedure.

Employees who have completed their probationary period as outlined for the Deputy/Jailer Dispatcher Bargaining Unit shall be entitled to immediate coverages for all benefits upon transfer to a position with the Supervisory Unit.

Deleted: During the first ninety (90) days of the probationary period, the employee will not be entitled to any of the benefits provided by this Agreement, except Health Insurance which starts as per the plan specified in Article 15. Upon satisfactory completion of the ninety (90) day period, the employee shall be entitled to all of the benefits provided by this Agreement, except paid holidays, and long term disability, computed from their starting date of employment. Long term disability benefits shall commence following six (6) months of probation. ¶

Section 2. TRANSFER OF EMPLOYEES FROM THE TEAMSTERS LICENSED ESSENTIAL UNIT

Any employee who is appointed to the position of Undersheriff is entitled to a leave of absence without pay for up to 10 years and their accrued vacation, personal leave, and sick leave will be carried forward with them to the supervisory unit.

Deleted: OR NON-LICENSED ESSENTIAL UNIT TO THE SUPERVISORY UNIT:

Any employees accepting a supervisory position outside of the Teamsters Licensed Essential Unit or Non-licensed Essential Unit will be granted a leave of absence and have their seniority and sick leave benefits frozen as of the date they accepted the new position.

Section 3. TERMINATION OF APPOINTMENT - UNDERSHERIFF

The Undersheriff serves in a unique position of trust and in a confidential relationship with the Sheriff. The parties therefore agree that the Sheriff may terminate the appointment of the Undersheriff at any time, upon written notice and without cause. The parties further agree that termination of the appointment of the Undersheriff is not and shall not be construed as disciplinary action, and said termination of appointment is not subject to the grievance procedure of this Agreement. Upon termination of appointment, the Undersheriff may elect to return to the previous position held in an Aitkin County non-supervisory bargaining unit as outlined in Section 2 above, provided he/she holds more seniority in that bargaining unit than the least senior employee in the applicable job class. Termination from employment with Aitkin County is subject to the Grievance Procedure.

ARTICLE 5

Section 1. EXPENSES

In accordance with the established policy of the County of Aitkin on presentation of expense report with receipts, all employees, when away from their homes overnight because of their duty, or outside the County, shall be reimbursed for food and lodging expenses during their absence.

Section 2. LOSS OR DAMAGE

Employees shall not be charged for loss or damage to equipment unless clear proof of negligence is shown. This Article is not to be construed as applying to charging for normal usage or wear and tear on equipment.

ARTICLE 6

UNIFORMS

The County agrees to supply to all regular full-time employees, three (3) winter and three (3) summer uniforms. Replacements will be furnished when needed.

ARTICLE 7

MEDICAL EXAMINATION

Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees shall receive their regular compensation and shall not be deducted pay for time spent during an examination required by the Employer. If the employee disagrees with the results of the medical examination required by the Employer, the employee may be examined by a doctor chosen by the employee or the Union. The Employer shall not be required to pay for said examination. The employee and the Union shall provide the Employer with a copy of the second opinion.

If the opinions of the employer's and the employee's or Union's physician differ, the employer may require the employee to submit to a third examination, at the expense of the Employer. The opinion of the third physician shall be binding. Employees shall receive their regular compensation and shall not be deducted pay for time spent during this third examination.

ARTICLE 8

WORK HOURS

The Sheriff's Department maintains the facilities on a twenty-four (24) hour a day basis. Supervisory personnel may be required to respond on a twenty-four (24) hour a day basis. The normal work week is forty (40) hours. However, it is expected that employees will provide service necessary to carry out the functions of the position. This includes weekends and nights as required.

ARTICLE 9

PAY PERIOD

All employees covered by this Agreement shall be paid bi-weekly on Friday for work performed during the previous pay period. If a holiday falls on Friday, pay day will be the last workday before the holiday. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 10

Section 1. FAMILY AND MEDICAL LEAVE

Eligible employees will be granted FMLA in accordance with legal mandates and County policy.

Section 2. LEAVE OF ABSENCE

Any employee desiring leave of absence from his or her employment shall secure written permission from the County Administrator. The maximum leave of absence shall be two (2) thirty (30) day periods and may be extended for like periods upon approval of the County Administrator. During the period of absence, the employee shall not engage in gainful employment. An employee who engages in gainful employment while on a leave of absence shall be deemed to have voluntarily quit employment with Aitkin County. The employee must make suitable arrangements for continuation of health insurance, union dues, and other benefit payments before the leave may be approved by the Employer.

Deleted: Health and Welfare and Pension

Section 3. PERSONAL LEAVE

Effective January 1, 2018, full-time (probationary and non-probationary) employees shall be granted nine (9) hours of personal leave each quarter, and may accumulate up to 36 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

Deleted: Effective January 1, 2017, a regular employee shall be granted four (4) days (32 hours) personal leave each year, not to be accumulative. Personal leave days shall be granted on a pro-rated basis for employees working a portion of the calendar year. ¶

Deleted: eight (8)

Deleted: 32

Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

Commented [BJD2]: Jeff, we purposefully removed the "eligible employees will receive the quarter's contribution if they were actively employed on the 1st day of that quarter" proposal. We're going to update the personnel policy too so that new hires get the personal leave hours regardless of when they start during the 1st quarter and not claw back personal leave time at the end (like used to be done).

Section 4. BEREAVEMENT LEAVE

Full-time (probationary and non-probationary) employees will 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 in this section to mean spouse, life partner, child, step child, parent, step parent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Two (2) additional days (16 hours) may be allowed when extensive travel is necessary (greater than 250 miles one way), subject to the approval of the Employer. Additional time, if needed, may be allowed by the Employer, but such additional time in excess of the five (5) days (40 hours) provided above shall be charged against the employee's sick leave.

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

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

ARTICLE 11

HOLIDAYS

All regular full-time employees (probationary and non-probationary) shall be entitled to the following holidays (8-hour holidays, unless noted otherwise below):

New Year's Day
Presidents Day
Martin Luther King Day
Memorial Day
Fourth of July
Christmas Eve 4 hours if the day falls on a Monday through Thursday

Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

Deleted: The following are designated holidays.¶

When any of the above-named holidays 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 preceding Friday.

ARTICLE 12

Section 1. VACATIONS

Regular full-time employees shall be granted vacation based on length of County employment 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>
0-3	1.0	12
3-5	1.25	15
5-10	1.50	18
10-15	1.75	21
15+	2.0	24

Upon termination of employment, permanent employees shall be paid for any accumulated vacation credits, unless the employee is terminated for just cause.

Section 2. MAXIMUM ACCRUAL

Employees are expected to use their accumulated vacation within the year of accrual. Vacation leave may be accumulated up to a maximum of 280 hours. Vacation hours over 280 hour maximum shall be forfeited as accumulated on a monthly basis until such time as the employee is below the 280 hour maximum.

Section 3. VACATION CASH OUT

Employees who have used at least twelve (12) vacation days in the previous twelve (12) month period may elect pay in lieu of accumulated vacation hours, for up to ten (10) days once in any calendar year.

ARTICLE 13

SICK LEAVE BENEFITS/CARE OF RELATIVES

Full-time (probationary and non-probationary) employees are allowed to accumulate sick leave at the rate of eight (8) hours per month of continuous employment. Employees are allowed to accumulate up to a maximum of 960 hours (120 working days) of sick leave. Upon separation, employees shall not be paid for any unused sick leave.

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 Sheriff or designee, at his/her discretion, may require a doctor’s certificate showing the nature of an injury or illness.

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.

The County may require a doctor’s certificate for the need of an employee’s absence. Employees who have completed their probationary period as outlined for the Deputy/Jailer Bargaining Unit shall be entitled to immediate coverages for all benefits upon transfer to a position within the Supervisory Unit.

ARTICLE 14

RETIREMENT

The parties agree and understand that PERA retirement benefits are governed by Minnesota statutes.

ARTICLE 15
INSURANCE AND BONDS

Section 1, GROUP HEALTH INSURANCE

The Employer agrees to offer a Group Health Insurance plan equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

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.

Deleted: A
Deleted: ¶
Section 1A Effective January 1, 2017 - May 31, 2017¶
¶
Regular full-time employees and their dependents shall be provided with group insurance through the Teamsters Local 346 Health Fund, Benefit Plan E and effective July 1, 2000 through Benefit Plan G. The employer’s contribution toward the total premium for group insurance shall be as follows:¶
¶
Effective January 1, 2017, \$1,000 per month flat dollar contribution. ¶
¶
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. Notwithstanding anything herein contained, it is agreed that in the event the County is delinquent in the payment of its contribution to the Health and Welfare Program in effect for the employees covered by this contract, the Local Union shall have the right to take such legal action as they deem necessary until such delinquent payments are made. It is further agreed that in the event that action is taken, the County shall be responsible to the employees for losses resulting therefrom.
¶
Coverage starts on the first of the month following date of hire.¶
¶
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.¶
¶
This Section 1A becomes void on May 31, 2017, end of day.¶
¶
Section 1B, Effective June 1, 2017:¶

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

HSA Compatible Plan	Employer's Share of the Premium per month	Employee's Share of the Premium per month
Single	\$528.028 per month for 2019, To be determined for 2020.	\$0/month for 2019, \$0/month for 2020.
Single + 1	\$1,043.96 per month for 2019, To be determined for 2020.	\$170.00/month for 2019, \$190.00/month for 2020.
Family	\$1,195.80 per month for 2019, To be determined for 2020.	\$320.00/month for 2019, \$340.00/month for 2020.

The Employer's contribution shall not exceed the cost of the premium.

The employer may offer a waiver plan by county policy.

The employee may "buy up" to available higher cost plans by paying the premium difference. However, note, there is no employer HSA contribution offered on the higher cost plans.

Effective June 1, 2019, the Employer shall make a contribution to each eligible employee's HSA account, pro-rated by pay period [over 24 pay periods per calendar year], as follows:

Single	\$2,260 per year, pro-rated by pay period
Single + 1	\$3,260 per year, pro-rated by pay period
Family	\$3,260 per year, pro-rated by pay period

Eligible employees will receive a pro-rated HSA contribution for all pay periods in which the employee is in a compensated payroll status or on FMLA.

The Employer shall be obligated to make only one (1) HSA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

Section 2. LIABILITY INSURANCE

The County of Aitkin agrees to furnish, at no cost to the employee, liability insurance to protect officers in amounts equal to the County's statutory liability for claims where the County has a duty of indemnification pursuant to Minnesota Statute Section 466.07.

Section 3. LIFE INSURANCE

The County Board agrees to provide and pay for a life insurance policy of \$25,000.00 for all employees and to provide life insurance coverage in the amount of \$15,000.00 for their spouses and dependents to age 26, subject to carrier restrictions.

- Deleted: 4
- Deleted: 7
- Deleted: 7
- Deleted: 18
- Deleted: 18
- Deleted: 05
- Deleted: 24
- Deleted: 5
- Deleted: 7
- Deleted: 7
- Deleted: 5
- Deleted: 18
- Deleted: 18
- Deleted: 42.82
- Deleted: 300
- Deleted: 7
- Deleted: 7
- Deleted: 300
- Deleted: 18
- Deleted: 18
- Deleted: 7

- Deleted: 15
- Deleted: 10

Section 4. BONDS AND PREMIUMS

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any standard premium involved shall be paid by the Employer.

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement.

If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her bonding requirements. Standard premiums only on said bond to be paid by the Employer. The standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium to be paid by the employee.

Section 5. LONG TERM DISABILITY

The Employer shall provide Long Term Disability Insurance reimbursement for full-time permanent employees in accordance with the Personnel Policy. Part-time employees are not eligible for LTD.

Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

ARTICLE 16

Section 1. INDIVIDUAL AGREEMENT

The Employer agrees not to enter into any contract or agreement with any employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Deleted: The County shall provide long-term disability insurance to supervisory employees at no cost to the employee. Said insurance shall take effect upon completion of six (6) months probationary period as defined in Article 4.

ARTICLE 17

Section 1. GRIEVANCE PROCEDURE

Crucial to the cooperative spirit with which this Agreement is made and in the sense of fairness and justice brought by the parties to the adjudicator of employee grievance, should an employee feel that their rights and privileges under this Agreement have been violated, they shall consult with their Union Steward. The Steward shall arrange for a Step 1 grievance meeting. Discharges shall be handled as specified in Article 19, except as provided in Article 4 of this Agreement. Any such dispute, complaint or grievance shall be deemed to have been waived if not presented in writing by the aggrieved employee within fourteen (14) calendar days following the known occurrence out of which the grievance arose or from the first date of which the grievance could reasonably be assumed to be known.

Any controversy arising out of the interpretation of, or adherence to, the terms and provisions of this Agreement shall be settled by the grievance procedure hereinafter set forth: Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement, or should there be any complaint or grievance by an employee, the Union or the Employer, an earnest effort shall be made to settle such differences immediately under the following procedure:

Step 1.

Between the employee affected, Steward, and Human Resources Director.

Step 2.

Should the Union feel that the reply of the Human Resources Director is unsatisfactory, the Union shall immediately submit the facts in writing to the County Administrator. The parties shall arrange for a meeting within five (5) calendar days for negotiation of the issue. If the parties desire, a representative of the Union and a representative of the Employer shall attend said meetings. If the issue remains unresolved it shall be submitted within ten (10) calendar days to arbitration in accordance with Step 3.

Step 3.

Any dispute, difference or grievance relative to the interpretation of or adherence to the terms of this Agreement which has not been concluded through the above procedure within ten (10) calendar days after reduction in writing in the manner hereinabove provided, the matter may be referred by either party within five (5) calendar days to a neutral arbitrator to be mutually agreed upon by the representatives of the parties. Should the representatives of the Union and the Employer fail to agree upon a neutral arbitrator within five (5) additional calendar days, the neutral arbitrator shall be appointed as follows:

Section 2. ARBITRATOR'S AUTHORITY

The Commissioner of the Minnesota Bureau of Mediation Services shall be called upon to submit a panel of seven (7) neutral arbitrators. After said panel has been submitted to the parties by the Bureau of Mediation Services, the Neutral arbitrator shall be selected by striking six (6) names. The first strike to be determined by drawing lots, the seventh remaining name shall be the

neutral arbitrator. The decision of the arbitrator shall be final and binding on the Union, the Employer and any employee affected in a controversy so settled. If either party fails to abide by the decision of the arbitrator, the parties will then be allowed to use whatever legal recourse they deem necessary. The Union and the Employer shall share equally any cost for the arbitrator. The arbitrator shall not add to, subtract from, or vary the terms of this Agreement. The arbitrator shall only determine issues submitted in writing. All decisions must be rendered in accordance with the language of this Agreement or written interpretation pertaining thereto signed by the parties to this Agreement or their representatives.

Section 3. WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union in each step.

Section 4. CHOICE OF REMEDY

If as a result of the written Employer response in Step 2 the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of this grievance procedure or to another procedure such as Veterans Preference or Fair Employment. If appealed to any procedure other than Step 3, the grievance shall not be subject to the arbitration procedure provided in Step 3. The aggrieved employee shall indicate in writing which procedure is to be used – Step 3 of this grievance procedure or an alternative procedure. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission unless allowed by law.

ARTICLE 18

DISCIPLINE

Section 1. Disciplinary action, including oral reprimand, written reprimand, suspension without pay, demotion, or discharge, may be imposed upon an employee for just cause. Any disciplinary action imposed may be processed as a grievance through the grievance procedure outlined in Article 11. Oral reprimands may not be processed beyond Step 3 of the grievance procedure.

Section 2. Employees have a right to make a clear request for union representation before or during an investigatory interview if the discussion could in any way lead to their being disciplined or terminated.

Deleted: Section 1. The Employer will discipline employees who have completed the required probationary period only for just cause. A written reprimand, suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article 17 of the Agreement subject to the limitations set forth in Article 17.

Section 2. Written reprimands, suspensions, demotions, and discharges will be in written form. To become part of an employee's personnel file, notices of written reprimand, suspension, demotion or discharge shall be read and acknowledged by signature of the employee. Employees will receive a copy of written reprimands and notices of suspension, demotion, and discharge. ¶

ARTICLE 19

DISCHARGE AND LOUDERMILL HEARING,

This Article 19 shall pertain to discharge cases only, except as provided in Article 4 of this Agreement.

Section 1. An action to discharge an employee shall be taken by the appointing authority only after a Loudermill Hearing has been held between the designated Union representative and employee, and the County Administrator. The employee and the Union shall be given written notice of the charges against the employee and of the Loudermill Hearing date and time at least ten (10) calendar days prior to the meeting. The Union and the employee shall be present at the meeting, and the Union shall present information relevant to the proposed discharge and may present witnesses and evidence. The Sheriff and/or Human Resources Director shall have the right to present information, witnesses and evidence at the meeting. This meeting shall be in lieu of Step 1 of the Grievance Procedure set forth in Article 17 of this Agreement.

Section 2. In the event the appointing authority proceeds to discharge, then a grievance relating to discharge shall be filed at Step 2 of the Grievance Procedure within ten (10) working days of the date of the discharge action.

Deleted: -

Deleted: (This Article 19 shall pertain to discharge cases only, except as provided in Article 4 of this Agreement.)

ARTICLE 20

SAVINGS AND SEPARABILITY CLAUSE

If any Articles or Section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, or if any Article, Section or rider is contrary to a state or federal administrative ruling or in violation of state or federal legislation or administrative regulations, the remainder of this contract and any rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it had been held invalid or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate Collective Bargaining negotiations, upon the request of the Union or the County, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

Deleted: An employee who has completed the required probationary period shall be discharged only for just cause after an investigation. An action to discharge an employee shall be taken by the appointing authority only after a meeting has been held between the designated Union representative and employee, and the County Administrator. The employee and the Union shall be given written notice of the charges against the employee and of the meeting date and time at least ten (10) calendar days prior to the meeting. The Union and the employee shall be present at the meeting, and the Union shall present information relevant to the proposed discharge and may present witnesses and evidence. The Sheriff and/or Human Resources Director shall have the right to present information, witnesses and evidence at the meeting. This meeting shall be in lieu of Steps 1 and 2 of the Grievance Procedure set forth in Article 17 of this Agreement. ¶

In the event the appointing authority proceeds to discharge, then a grievance relating to discharge shall be filed at Step 3 of the Grievance Procedure within fourteen (14) calendar days of the date of the discharge action. ¶

ARTICLE 21

WAGES

Section A.

Effective January 1, 2019, employees covered by this Agreement shall be paid in accordance with Appendix A.

1/1/2019 One-half percent (1/2%) general adjustment. Employees whose wage is below the maximum of the appropriate wage scale will advance to the next step on January 1, 2019.

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

Effective January 1, 2020, employees covered by this Agreement shall be paid in accordance with Appendix A.

1/1/2020 1% general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2020.

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 date of this Agreement until a new Agreement is executed by the parties.

Section B. Overtime Hours: Overtime compensation will be based on status under the Fair Labor Standards Act. 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.

Section C. Termination: Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive wage adjustments.

Section D. An employee who is promoted to a higher paid classification would be placed on the step that results in at least a \$0.25 per hour increase (or \$520/year increase for full-time salaried/FLSA exempt positions). Thereafter, the employee would receive increases as provided for by the Agreement.

Section E. 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 (or \$1,560/year increase for full-time salaried/FLSA exempt positions).

Deleted: Employees covered by this Agreement shall be paid in accordance with Appendix A. ¶

¶

1/1/2017 3.0% general adjustment, no step increase ¶

¶

1/1/2017 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who have 15 or more years of service with Aitkin County as of 12/31/2016. ¶

¶

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range. ¶

¶

Effective January 1, 2018, employees covered by this Agreement shall be paid in accordance with Appendix A. ¶

¶

1/1/2018 0% general adjustment. Employees whose wage is below the maximum of the ¶

appropriate wage schedule will advance to the next step on January 1, 2018. ¶

¶

1/1/2018 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who have 15 or more years of service with Aitkin County as of 12/31/2017. ¶

¶

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range. ¶

Deleted: (New)

Deleted: (New)

ARTICLE 22

MSRS HCSP

This section applies only to employees who were hired on or before April 1, 2008, after completion of ten (10) years continuous service, and who were eligible for severance pay under the Teamsters Licensed or Teamsters Non-licensed collective bargaining agreement prior to promotion to this Teamsters Supervisory unit: For employees who have met age and service requirements necessary to receive an annuity from PERA or who are receiving a disability benefit from PERA, the County will deposit 100% of the employee's severance pay and accrued but unused vacation into a MSRS HCSP account upon retirement or resignation in good standing.

ARTICLE 23

EXPIRATION

The period of this Agreement shall be from the 1st day of January, 2019, until the 31st day of December, 2020, and shall continue in full force and effect from year to year thereafter, unless written notice of intention to terminate or modify this Agreement is given by either party to the other party sixty (60) days prior to the date of expiration or any anniversary thereof. Such notice may be delivered personally or by certified mail and if by mail, the notice must be received sixty (60) days prior to the expiration or anniversary date thereof. If the notice is to terminate, this Agreement shall then terminate on the anniversary date next following. If the notice is to change or modify, such notice shall specify the changes or modifications demanded.

Deleted: 7
Deleted: 18

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of May, 2017.

AITKIN COUNTY BOARD OF COMMISSIONERS

By: _____
Chairperson

By: _____
County Administrator

By: _____
Human Resources Director

TEAMSTERS GENERAL LOCAL UNION NO. 346

By: _____
Secretary-Treasurer, Local No. 346

By: _____
President, Local No. 346

By: _____
Business Agent

Teamster's Supervisory Unit
January 1, 2019

Deleted: 7

Undersheriff, Grade 15
Jail Administrator, Grade 14
Assistant Jail Administrator, Grade 10
Dispatch Supervisor / Co-Jail Program Coordinator, Grade 9
STS Coordinator / Co-Jail Program Coordinator, Grade 7

APPENDIX A: Wage Schedules

2019 One-half percent (0.5%) General Adjustment 1/1/2019																
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O	
20	\$ 42.08	\$ 43.32	\$ 44.60	\$ 45.92	\$ 47.28	\$ 48.67	\$ 50.11	\$ 51.60	\$ 53.12	\$ 54.70	\$ 56.32	\$ 57.99	\$ 59.71	\$ 61.48	\$ 62.78	
19	\$ 40.53	\$ 41.72	\$ 42.95	\$ 44.22	\$ 45.53	\$ 46.87	\$ 48.26	\$ 49.69	\$ 51.16	\$ 52.67	\$ 54.23	\$ 55.84	\$ 57.49	\$ 59.20	\$ 60.45	
18	\$ 38.97	\$ 40.12	\$ 41.31	\$ 42.52	\$ 43.78	\$ 45.07	\$ 46.41	\$ 47.78	\$ 49.19	\$ 50.65	\$ 52.15	\$ 53.69	\$ 55.28	\$ 56.92	\$ 58.12	
17	\$ 37.42	\$ 38.57	\$ 39.66	\$ 40.83	\$ 42.03	\$ 43.27	\$ 44.55	\$ 45.87	\$ 47.22	\$ 48.62	\$ 50.06	\$ 51.54	\$ 53.07	\$ 54.64	\$ 55.79	
16	\$ 35.87	\$ 36.92	\$ 38.01	\$ 39.13	\$ 40.29	\$ 41.47	\$ 42.70	\$ 43.96	\$ 45.26	\$ 46.59	\$ 47.97	\$ 49.39	\$ 50.85	\$ 52.36	\$ 53.47	
15	\$ 34.32	\$ 35.32	\$ 36.36	\$ 37.43	\$ 38.54	\$ 39.67	\$ 40.84	\$ 42.05	\$ 43.29	\$ 44.57	\$ 45.89	\$ 47.24	\$ 48.64	\$ 50.08	\$ 51.14	
14	\$ 32.76	\$ 33.73	\$ 34.72	\$ 35.74	\$ 36.79	\$ 37.87	\$ 38.99	\$ 40.14	\$ 41.32	\$ 42.54	\$ 43.80	\$ 45.09	\$ 46.43	\$ 47.80	\$ 48.81	
13	\$ 31.21	\$ 32.13	\$ 33.07	\$ 34.04	\$ 35.04	\$ 36.07	\$ 37.14	\$ 38.23	\$ 39.36	\$ 40.52	\$ 41.71	\$ 42.94	\$ 44.21	\$ 45.52	\$ 46.48	
12	\$ 29.66	\$ 30.53	\$ 31.42	\$ 32.34	\$ 33.29	\$ 34.27	\$ 35.28	\$ 36.32	\$ 37.39	\$ 38.49	\$ 39.63	\$ 40.79	\$ 42.00	\$ 43.24	\$ 44.15	
11	\$ 28.10	\$ 28.93	\$ 29.77	\$ 30.65	\$ 31.55	\$ 32.47	\$ 33.43	\$ 34.41	\$ 35.42	\$ 36.46	\$ 37.54	\$ 38.64	\$ 39.78	\$ 40.96	\$ 41.82	
10	\$ 26.55	\$ 27.33	\$ 28.13	\$ 28.95	\$ 29.80	\$ 30.67	\$ 31.57	\$ 32.50	\$ 33.46	\$ 34.44	\$ 35.45	\$ 36.50	\$ 37.57	\$ 38.68	\$ 39.50	
9	\$ 25.00	\$ 25.73	\$ 26.48	\$ 27.25	\$ 28.05	\$ 28.87	\$ 29.72	\$ 30.59	\$ 31.49	\$ 32.41	\$ 33.36	\$ 34.35	\$ 35.36	\$ 36.40	\$ 37.20	
8	\$ 23.45	\$ 24.13	\$ 24.83	\$ 25.56	\$ 26.30	\$ 27.07	\$ 27.87	\$ 28.68	\$ 29.52	\$ 30.39	\$ 31.28	\$ 32.20	\$ 33.14	\$ 34.11	\$ 34.80	
7	\$ 21.89	\$ 22.53	\$ 23.19	\$ 23.86	\$ 24.56	\$ 25.27	\$ 26.01	\$ 26.77	\$ 27.55	\$ 28.36	\$ 29.19	\$ 30.05	\$ 30.93	\$ 31.84	\$ 32.50	
6	\$ 20.34	\$ 20.93	\$ 21.54	\$ 22.16	\$ 22.81	\$ 23.47	\$ 24.16	\$ 24.86	\$ 25.59	\$ 26.33	\$ 27.10	\$ 27.90	\$ 28.71	\$ 29.56	\$ 30.20	
5	\$ 18.79	\$ 19.33	\$ 19.89	\$ 20.47	\$ 21.06	\$ 21.67	\$ 22.30	\$ 22.95	\$ 23.62	\$ 24.31	\$ 25.02	\$ 25.75	\$ 26.50	\$ 27.28	\$ 27.80	
4	\$ 17.24	\$ 17.73	\$ 18.24	\$ 18.77	\$ 19.31	\$ 19.87	\$ 20.45	\$ 21.04	\$ 21.65	\$ 22.28	\$ 22.93	\$ 23.60	\$ 24.29	\$ 25.00	\$ 25.50	
3	\$ 15.68	\$ 16.13	\$ 16.60	\$ 17.07	\$ 17.57	\$ 18.07	\$ 18.60	\$ 19.13	\$ 19.69	\$ 20.26	\$ 20.84	\$ 21.45	\$ 22.07	\$ 22.72	\$ 23.10	
2	\$ 14.13	\$ 14.53	\$ 14.95	\$ 15.38	\$ 15.82	\$ 16.27	\$ 16.74	\$ 17.22	\$ 17.72	\$ 18.23	\$ 18.76	\$ 19.30	\$ 19.86	\$ 20.43	\$ 20.80	
1	\$ 12.58	\$ 12.93	\$ 13.30	\$ 13.68	\$ 14.07	\$ 14.47	\$ 14.89	\$ 15.31	\$ 15.75	\$ 16.21	\$ 16.67	\$ 17.15	\$ 17.65	\$ 18.11	\$ 18.50	

2020 1% General Adjustment 1/1/2020																
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O	
20	\$ 42.50	\$ 43.75	\$ 45.05	\$ 46.38	\$ 47.75	\$ 49.16	\$ 50.61	\$ 52.11	\$ 53.66	\$ 55.25	\$ 56.88	\$ 58.57	\$ 60.30	\$ 62.07	\$ 63.30	
19	\$ 40.93	\$ 42.14	\$ 43.38	\$ 44.66	\$ 45.98	\$ 47.34	\$ 48.74	\$ 50.18	\$ 51.67	\$ 53.20	\$ 54.77	\$ 56.40	\$ 58.07	\$ 59.77	\$ 61.00	
18	\$ 39.36	\$ 40.52	\$ 41.72	\$ 42.95	\$ 44.22	\$ 45.52	\$ 46.87	\$ 48.26	\$ 49.68	\$ 51.15	\$ 52.67	\$ 54.23	\$ 55.84	\$ 57.49	\$ 58.70	
17	\$ 37.79	\$ 38.91	\$ 40.06	\$ 41.24	\$ 42.45	\$ 43.71	\$ 45.00	\$ 46.33	\$ 47.70	\$ 49.11	\$ 50.56	\$ 52.06	\$ 53.60	\$ 55.11	\$ 56.30	
16	\$ 36.23	\$ 37.29	\$ 38.39	\$ 39.52	\$ 40.69	\$ 41.89	\$ 43.12	\$ 44.40	\$ 45.71	\$ 47.06	\$ 48.45	\$ 49.89	\$ 51.36	\$ 52.81	\$ 53.90	
15	\$ 34.66	\$ 35.68	\$ 36.73	\$ 37.81	\$ 38.92	\$ 40.07	\$ 41.25	\$ 42.47	\$ 43.72	\$ 45.01	\$ 46.34	\$ 47.71	\$ 49.13	\$ 50.58	\$ 51.60	
14	\$ 33.09	\$ 34.06	\$ 35.06	\$ 36.10	\$ 37.16	\$ 38.25	\$ 39.38	\$ 40.54	\$ 41.74	\$ 42.97	\$ 44.24	\$ 45.54	\$ 46.89	\$ 48.21	\$ 49.10	
13	\$ 31.52	\$ 32.45	\$ 33.40	\$ 34.38	\$ 35.39	\$ 36.43	\$ 37.51	\$ 38.61	\$ 39.75	\$ 40.92	\$ 42.13	\$ 43.37	\$ 44.65	\$ 45.97	\$ 46.80	
12	\$ 29.95	\$ 30.83	\$ 31.74	\$ 32.67	\$ 33.63	\$ 34.62	\$ 35.63	\$ 36.68	\$ 37.76	\$ 38.88	\$ 40.02	\$ 41.20	\$ 42.42	\$ 43.68	\$ 44.40	
11	\$ 28.39	\$ 29.22	\$ 30.07	\$ 30.95	\$ 31.86	\$ 32.80	\$ 33.76	\$ 34.75	\$ 35.78	\$ 36.83	\$ 37.91	\$ 39.03	\$ 40.18	\$ 41.31	\$ 42.00	
10	\$ 26.82	\$ 27.60	\$ 28.41	\$ 29.24	\$ 30.10	\$ 30.98	\$ 31.89	\$ 32.83	\$ 33.79	\$ 34.78	\$ 35.81	\$ 36.86	\$ 37.95	\$ 39.01	\$ 39.50	
9	\$ 25.25	\$ 25.99	\$ 26.75	\$ 27.53	\$ 28.33	\$ 29.16	\$ 30.02	\$ 30.90	\$ 31.80	\$ 32.74	\$ 33.70	\$ 34.69	\$ 35.71	\$ 36.74	\$ 37.00	
8	\$ 23.68	\$ 24.37	\$ 25.08	\$ 25.81	\$ 26.57	\$ 27.34	\$ 28.14	\$ 28.97	\$ 29.82	\$ 30.69	\$ 31.59	\$ 32.52	\$ 33.47	\$ 34.41	\$ 34.80	
7	\$ 22.11	\$ 22.76	\$ 23.42	\$ 24.10	\$ 24.80	\$ 25.53	\$ 26.27	\$ 27.04	\$ 27.83	\$ 28.64	\$ 29.48	\$ 30.35	\$ 31.24	\$ 32.11	\$ 32.50	
6	\$ 20.54	\$ 21.14	\$ 21.75	\$ 22.39	\$ 23.04	\$ 23.71	\$ 24.40	\$ 25.11	\$ 25.84	\$ 26.60	\$ 27.38	\$ 28.18	\$ 29.00	\$ 29.81	\$ 30.00	
5	\$ 18.98	\$ 19.52	\$ 20.09	\$ 20.67	\$ 21.27	\$ 21.89	\$ 22.53	\$ 23.18	\$ 23.86	\$ 24.55	\$ 25.27	\$ 26.01	\$ 26.77	\$ 27.51	\$ 27.80	
4	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.96	\$ 19.51	\$ 20.07	\$ 20.65	\$ 21.25	\$ 21.87	\$ 22.51	\$ 23.16	\$ 23.84	\$ 24.53	\$ 25.21	\$ 25.50	
3	\$ 15.84	\$ 16.29	\$ 16.76	\$ 17.25	\$ 17.74	\$ 18.25	\$ 18.78	\$ 19.32	\$ 19.88	\$ 20.46	\$ 21.05	\$ 21.66	\$ 22.29	\$ 22.94	\$ 23.10	
2	\$ 14.27	\$ 14.68	\$ 15.10	\$ 15.53	\$ 15.98	\$ 16.44	\$ 16.91	\$ 17.40	\$ 17.90	\$ 18.41	\$ 18.95	\$ 19.49	\$ 20.06	\$ 20.63	\$ 20.80	
1	\$ 12.70	\$ 13.06	\$ 13.44	\$ 13.82	\$ 14.21	\$ 14.62	\$ 15.04	\$ 15.47	\$ 15.91	\$ 16.37	\$ 16.84	\$ 17.32	\$ 17.82	\$ 18.31	\$ 18.50	

2017 3% general adjustment, no steps, effective 1/1/2017					
Grade	Minimum/A	B	C	D	E
20	\$ 41.87	\$43.11	\$44.38	\$45.69	\$47.00
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30
18	\$ 38.78	\$39.92	\$41.10	\$42.31	\$43.50
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.80
16	\$ 35.69	\$36.74	\$37.82	\$38.94	\$40.00
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.30
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.60
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.80
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.10
11	\$ 27.96	\$28.78	\$29.63	\$30.50	\$31.30
10	\$ 26.42	\$27.19	\$27.99	\$28.81	\$29.60
9	\$ 24.87	\$25.60	\$26.35	\$27.12	\$27.90
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.10
7	\$ 21.78	\$22.42	\$23.07	\$23.74	\$24.40
6	\$ 20.24	\$20.83	\$21.43	\$22.05	\$22.70
5	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.90
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.20
3	\$ 15.60	\$16.05	\$16.51	\$16.99	\$17.40
2	\$ 14.06	\$14.46	\$14.87	\$15.30	\$15.70
1	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00

2018 0% general adjustment, plus one step					
Grade	Minimum/A	B	C	D	E
20	\$ 41.87	\$43.11	\$44.38	\$45.69	\$47.00
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30
18	\$ 38.78	\$39.92	\$41.10	\$42.31	\$43.50
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.80
16	\$ 35.69	\$36.74	\$37.82	\$38.94	\$40.00
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.30
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.60
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.80
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.10
11	\$ 27.96	\$28.78	\$29.63	\$30.50	\$31.30
10	\$ 26.42	\$27.19	\$27.99	\$28.81	\$29.60
9	\$ 24.87	\$25.60	\$26.35	\$27.12	\$27.90
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.10
7	\$ 21.78	\$22.42	\$23.07	\$23.74	\$24.40
6	\$ 20.24	\$20.83	\$21.43	\$22.05	\$22.70
5	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.90
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.20
3	\$ 15.60	\$16.05	\$16.51	\$16.99	\$17.40
2	\$ 14.06	\$14.46	\$14.87	\$15.30	\$15.70
1	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00

Deleted:
Formatted: Font: Helvetica, sans-serif

MEMORANDUM OF AGREEMENT (EARLY RETIREMENT INCENTIVE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the Teamsters General Local Union No. 346 (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2019-2020 collective bargaining agreement, the parties discussed early retirement incentives; and

WHEREAS, the employer plans to incorporate an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019.

NOW, THEREFORE, the parties agree as follows:

1. Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2019 and 2020 will have the opportunity to participate.
2. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this day of April, 2019.

FOR LOCAL NO. 346:

Secretary/Treasurer, Local No. 346

President, Local No. 346

Business Agent

FOR COUNTY OF AITKIN:

Chairperson,
Aitkin County Board of Commissioners

County Administrator

Human Resources Director

Deleted: Memorandum of Agreement (8 Hours Personal Leave)¶
¶

Deleted: This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the Teamsters General Local Union No. 346 (hereafter "Union").¶

¶ WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and¶

Deleted: WHEREAS, during negotiations for the 2017-2018 collective bargaining agreement, the union expressed interest in adding Christmas Eve as a holiday; and¶

¶ WHEREAS, the County indicated its interest in maintaining open facilities on Christmas Eve and is not interested in adding Christmas Eve as a holiday; and¶

¶ WHEREAS, in the spirit of compromise with the expedited settlement, the parties agreed that one-time, on December 24, 2018, 8 hours of personal leave would be provided to active (probationary and non-probationary) full-time employees. ¶

¶ NOW, THEREFORE, the parties agree as follows:¶

¶ 1. The parties agree these 8 hours of personal leave granted on December 24, 2018, will be administered in accordance with the existing Personal Leave Article (Article 18) and that prior supervisory approval is required. ¶

¶ 2. The parties agree these personal leave hours will not be stacked in any way to generate overtime pay.¶

¶ 3. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.¶

¶ IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 9th day of May, 2017. ¶

Deleted: Memorandum of Agreement (Funeral Leave)

¶
¶
This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the Teamsters General Local Union No. 346 (hereafter "Union"). ¶

¶
WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and ¶

¶
WHEREAS, the Union has expressed interest in adding Funeral Leave to the 2017-2018 collective bargaining agreement; and ¶

¶
WHEREAS, in the spirit of compromise and settlement, the County is willing to grant funeral leave to eligible employees of this bargaining unit in accordance with the County's Funeral Leave policy, as outlined in the County Personnel Policy manual. ¶

¶
NOW, THEREFORE, the parties agree as follows: ¶

- ¶
1. The parties agree the County's Funeral Leave policy, as outlined in the County's Personnel Policy manual, and as updated from time to time, shall apply to members of the Teamsters Supervisory Unit for the term of this Agreement, 2017-2018. ¶
 3. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter. ¶

¶
IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 9th day of May, 2017. ¶

¶
FOR LOCAL NO. 346: FOR COUNTY OF AITKIN: ¶
¶

Secretary/Treasurer, Local No. 346 Chairperson, ¶
Aitkin County Board of Commissioners ¶

President, Local No. 346 County Administrator ¶
¶

Business Agent Human Resources Director ¶