



Board of County Commissioners Agenda Request



Requested Meeting Date:

Title of Item:

<p>REGULAR AGENDA</p> <p>CONSENT AGENDA</p> <p>INFORMATION ONLY</p>	<p>Action Requested:</p> <p>Approve/Deny Motion</p> <p>Adopt Resolution (attach draft)</p> <p style="text-align: right;"><i>*provide copy of hearing notice that was published</i></p>	<p>Direction Requested</p> <p>Discussion Item</p> <p>Hold Public Hearing*</p>
<p>Submitted by:</p>		<p>Department:</p>
<p>Presenter (Name and Title):</p>		<p>Estimated Time Needed:</p>
<p>Summary of Issue:</p>		
<p>Alternatives, Options, Effects on Others/Comments:</p>		
<p>Recommended Action/Motion:</p>		
<p>Financial Impact:</p> <p><i>Is there a cost associated with this request?</i> Yes No</p> <p><i>What is the total cost, with tax and shipping? \$</i></p> <p><i>Is this budgeted?</i> Yes No <i>Please Explain:</i></p>		

Draft following 9/9/2021 Negotiations Meeting
Union voted to ratify.

Agreement

between

Aitkin County and

The International Union of
Operating Engineers, Local #49

Road & Bridge Department

January 1, 20~~22~~2 – December 31, 20~~24~~4

Deleted: 19

Deleted: 1

Table of Contents

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	8	Deleted: 6
HEALTH & WELFARE INSURANCE	8	Deleted: 6
ARTICLE 8	8	
SICK LEAVE BENEFITS / CARE OF RELATIVES	10	Deleted: 8
ARTICLE 9	11	Deleted: 9
PERSONAL LEAVE	11	Deleted: 9
ARTICLE 10	11	Deleted: 9
SENIORITY	11	Deleted: 9
ARTICLE 11	12	Deleted: 10
GRIEVANCE PROCEDURE	12	Deleted: 10
ARTICLE 12	14	Deleted: 12
WAGES	14	Deleted: 12
ARTICLE 13	16	Deleted: 14
SAFETY	16	Deleted: 14
ARTICLE 14 DISCIPLINE.....	16	Deleted: 14
ARTICLE 15 DISCHARGE AND LOUDERMILL HEARING	17	Deleted: 15
ARTICLE 16 SAVINGS CLAUSE.....	17	Deleted: 15
ARTICLE 17 DURATION.....	17	Deleted: 15
APPENDIX A WAGE SCHEDULES.....	17	Deleted: 15
APPENDIX B MOA YEAR ROUND SEASONAL EMPLOYEE.....	17	Deleted: 15
APPENDIX C MOA EARLY RETIREMENT INCENTIVE.....	17	Deleted: 15

WILLIE – table of contents and page numbers will be updated on final signature copy.

AGREEMENT

This Agreement, entered into on January 1, 2022, 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: 19

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.

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 fifty (50) 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.

Deleted: forty (40)

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	

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 6A
VACATIONS

This VACATIONS Article 6A will expire on 1/29/2022, end of day, when PTO is implemented. Employee vacation banks will be transferred to their PTO bank on 1/30/2022.

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 6B
PAID TIME OFF (PTO)

Section 6.1 Effective January 30, 2022 (reflected on the 2/25/2022 pay check), employees will receive PTO that will accrue on a per payroll period basis. Full-time (probationary and non-probationary) employees shall accrue PTO benefits based on the following table:

<u>Completed Years of Service:</u>	<u>Rates of Accumulation of PTO Days Per Month of Work:</u>	<u>Working Days Employee May Earn as PTO Per Year:</u>
<u>0 – 3</u>	<u>2.00 (16 hours)</u> <u>(New full-time employees will be provided with 40 hours of PTO at time of hire so their rate of accumulation for the first</u>	<u>24 (192 hours)</u>

	<u>year will be adjusted accordingly.)</u>	
<u>3 – 5</u>	<u>2.25 (18 hours)</u>	<u>27 (216 hours)</u>
<u>5 – 10</u>	<u>2.50 (20 hours)</u>	<u>30 (240 hours)</u>
<u>10 – 15</u>	<u>2.75 (22 hours)</u>	<u>33 (264 hours)</u>
<u>15+</u>	<u>3.00 (24 hours)</u>	<u>36 (288 hours)</u>

Effective January 1, 2023, employees who have used at least twelve (12) PTO days (96 hours) in the previous twelve-month period may elect pay in lieu of PTO for up to ten (10) days (80 hours) once in any calendar year. Such PTO cash out will not be counted as hours worked for the purpose of computing overtime.

Employees may accrue up to a maximum of 35 days (280 hours) PTO.

All PTO hours count as time worked for the purpose of overtime computation. (Holidays, comp time, personal leave, and extended sick bank hours do not count towards the computation of overtime, unless expressly provided otherwise in writing by this Agreement.)

Upon separation of service, the employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated for just cause. In the event of the death of an employee, the employee’s accumulated PTO credits shall be paid to the employee’s estate.

Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service. At no time can the extended sick leave bank exceed 720 hours (90 working days)¹. PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 6B, Section 6.2 (Extended Sick leave bank/Care of relatives).

¹Employees who have sick banks above 720 hours on January 1, 2022, will be allowed to use their sick leave bank until it falls below 720 hours, and then the 720 hour cap will apply. (Currently, Randy Thompson, Paul White, Florian Blaszak, and Carter Johnson’s sick banks are above 720 hours.)

Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO per calendar year, in accordance with county policy. Seasonal and temporary employees are not eligible to accrue PTO benefits.

PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee during a leave of absence without pay, suspension without pay, or time otherwise not paid.

In order to assure the orderly performance and continuity of services provided, employees wishing to schedule a vacation should request PTO as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. Requests for PTO usage shall be granted by the Department Head or designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of services. It may be

necessary to limit the number of employees taking vacation at the same time or during an event or particular period of time. Such requests, however, shall not arbitrarily be denied. Requests for vacation will be processed giving preference to the order in which the requests are received. In the event requests are received at the same time for the same vacation period, then time-in-department will be the determining factor.

Probationary employees may use accrued PTO with supervisory approval.

Section 6.2. Extended Sick Leave Bank / Care Of Relatives (Willie, we can move this section to Article 8 when the final copy is drafted.)

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. To the extent that state statute (§181.9413) or regulations change, this policy shall be construed as consistent with those changes.

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.

An employee must notify the employee's supervisor of sick leave usage prior to the employee's starting time, unless an emergency prevents the employee from doing so. Failure to give such notice may be cause for disciplinary action.

The County reserves the right to require written medical certification from an employee.

In the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee the Department Head or Supervisor may require a medical statement from an appropriate medical authority before granting sick leave, as well as verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.

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
Effective January 1, 2022, \$1,130.00 per month
Effective January 1, 2023, \$1,140.00 per month
Effective January 1, 2024, \$1,150.00 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 \$25,000 for all permanent employees and to provide life insurance coverage in the amount of \$15,000 for their spouse and dependents to age 26, subject to carrier restrictions.

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

ARTICLE 8, Section 8.1 Sick Leave will expire on 1/29/2022, end of day, when PTO and extended sick leave is implemented. Employees sick leave banks will be transferred to their extended sick leave bank on 1/30/2022.

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 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 bereavement leave on a pro-rated basis.

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

Commented [BJD1]: File note: Bereavement time is usually taken by an employee to grieve the loss of a close family member, prepare for and attend a funeral, and/or attend to any other immediate post-death matters.

Deleted: Funeral

Deleted: funeral

Deleted: funeral

Section 8.4 Workers' Compensation: Worker's Compensation will be administered in accordance with county policy.

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

ARTICLE 9

PERSONAL LEAVE

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.

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.

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

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

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

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

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 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:

Formatted: Font: Times New Roman

Effective January 1, 2022, employees covered by this Agreement shall be paid in accordance with Appendix A. Employees whose wage is below the maximum of the appropriate pay range will receive 5% within range movement, not to exceed the maximum.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Effective January 1, 2023, employees covered by this Agreement shall be paid in accordance with Appendix A. Employees whose wage is below the maximum of the appropriate pay range will receive 5% within range movement, not to exceed the maximum.

Effective January 1, 2024, employees covered by this Agreement shall be paid in accordance with Appendix A. Employees whose wage is below the maximum of the appropriate pay range will receive 5% within range movement, not to exceed the maximum.

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.

Deleted: 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 step adjustment on 3/18/2019: Adjust Jared Bobenmoyer, Mechanic, from Grade 4 Step F to Grade 4 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.)

Deleted: ¶

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

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

ARTICLE 13
SAFETY

The County agrees to furnish all necessary safety equipment including, but not limited to, safety regulated and/or reflective outerwear, footwear^{1,2}, gloves and safety glasses for the protection of their employees, and the employees shall use the equipment when necessary.

¹*Effective January 1, 2022, each member will receive an allowance of up to \$145.00 per calendar year to be used specifically towards safety footwear.*

²*Effective January 1, 2023, each member will receive an allowance of up to \$195.00 per calendar year to be used specifically towards safety footwear.*

Commented [BJD2]: This amount also applies to 2024, for clarification per union.

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.

ARTICLE 16
SAVINGS CLAUSE

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

ARTICLE 17
DURATION

This Agreement shall be in effect from January 1, 2022, and shall continue in effect through December 31, 2024, 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.

This Agreement between the County Board of Aitkin County and the International Union of Operating Engineers, Local No. 49, signed this _____ day of _____, 2024,

Deleted: 19

Deleted: 1

Deleted: 23rd

Deleted: April

Deleted: 19

Chairperson, Aitkin County Board of Commissioners

County Administrator

Human Resources Director

IUOE Local No. 49 Business Representative

IUOE Local No. 49 Business Manager

APPENDIX A
OPEN RANGE SCALES 2022, 2023, 2024

Deleted: WAGE SCHEDULES

OPEN RANGE SCALE FOR 2022			4% adjustment to MIN and 2% adjustment to MAX OPEN RANGE SCALE FOR 2023 DRAFT			4% adjustment to MIN and 2% adjustment to MAX OPEN RANGE SCALE FOR 2024 DRAFT		
Grade	MIN	MAX	Grade	MIN	MAX	Grade	MIN	MAX
20	\$ 46.18	\$ 68.96	20	\$ 48.02	\$ 70.34	20	\$ 49.95	\$ 71.75
19	\$ 44.47	\$ 66.40	19	\$ 46.25	\$ 67.73	19	\$ 48.10	\$ 69.08
18	\$ 42.77	\$ 63.84	18	\$ 44.48	\$ 65.12	18	\$ 46.26	\$ 66.42
17	\$ 41.06	\$ 61.28	17	\$ 42.70	\$ 62.51	17	\$ 44.41	\$ 63.76
16	\$ 39.36	\$ 58.73	16	\$ 40.93	\$ 59.90	16	\$ 42.57	\$ 61.10
15	\$ 37.65	\$ 56.17	15	\$ 39.16	\$ 57.29	15	\$ 40.72	\$ 58.44
14	\$ 35.94	\$ 53.61	14	\$ 37.38	\$ 54.68	14	\$ 38.88	\$ 55.78
13	\$ 34.24	\$ 51.05	13	\$ 35.61	\$ 52.07	13	\$ 37.03	\$ 53.11
12	\$ 32.53	\$ 48.49	12	\$ 33.83	\$ 49.46	12	\$ 35.19	\$ 50.45
11	\$ 30.83	\$ 45.94	11	\$ 32.06	\$ 46.85	11	\$ 33.34	\$ 47.79
10	\$ 29.12	\$ 43.38	10	\$ 30.29	\$ 44.24	10	\$ 31.50	\$ 45.13
9	\$ 27.42	\$ 40.82	9	\$ 28.51	\$ 41.64	9	\$ 29.65	\$ 42.47
8	\$ 25.71	\$ 38.26	8	\$ 26.74	\$ 39.03	8	\$ 27.81	\$ 39.81
7	\$ 24.01	\$ 35.70	7	\$ 24.97	\$ 36.42	7	\$ 25.96	\$ 37.14
6	\$ 22.30	\$ 33.14	6	\$ 23.19	\$ 33.81	6	\$ 24.12	\$ 34.48
5	\$ 20.59	\$ 30.59	5	\$ 21.42	\$ 31.20	5	\$ 22.27	\$ 31.82
4	\$ 18.89	\$ 28.03	4	\$ 19.64	\$ 28.59	4	\$ 20.43	\$ 29.16
3	\$ 17.18	\$ 25.47	3	\$ 17.87	\$ 25.98	3	\$ 18.59	\$ 26.50
2	\$ 15.48	\$ 22.91	2	\$ 16.10	\$ 23.37	2	\$ 16.74	\$ 23.84
1	\$ 13.77	\$ 20.35	1	\$ 14.32	\$ 20.76	1	\$ 14.90	\$ 21.17

Each employee receives 5% within range movement, not to exceed the scale maximum on 1/1/2022, 1/1/2023, and 1/1/2024
*Can provide a detailed chart showing how each member will increase from 2021-2022-2023-2024

LAST	FIRST	GRADE	2021 WAGE	5% within range movement 1/1/2022, not to exceed the Max	5% within range movement 1/1/2023, not to exceed the Max	5% within range movement 1/1/2024, not to exceed the Max
THOMPSON	RANDALL	8	\$ 32.680	\$ 34.31	\$ 36.03	\$ 37.83
BABCOCK	DAVID	8	\$ 31.750	\$ 33.34	\$ 35.00	\$ 36.75
KAZMERZAK	PAUL	8	\$ 31.750	\$ 33.34	\$ 35.00	\$ 36.75
JOHNSON	CARTER	6	\$ 29.150	\$ 30.61	\$ 32.14	\$ 33.74
THOMPSON	BRYCE	6	\$ 27.510	\$ 28.89	\$ 30.33	\$ 31.85
DIEDERICH	AUSTIN	6	\$ 23.830	\$ 25.02	\$ 26.27	\$ 27.59
BLASZAK	FLORIAN	5	\$ 27.690	\$ 29.07	\$ 30.53	\$ 31.82
FLIER	RANDY	5	\$ 27.690	\$ 29.07	\$ 30.53	\$ 31.82
JACKMAN	DAVID	5	\$ 27.690	\$ 29.07	\$ 30.53	\$ 31.82
LUNDQUIST	ALLEN	5	\$ 27.690	\$ 29.07	\$ 30.53	\$ 31.82
WHITE	PAUL	5	\$ 27.690	\$ 29.07	\$ 30.53	\$ 31.82
BLUNT	RANDALL	5	\$ 26.900	\$ 28.25	\$ 29.66	\$ 31.14
COURIER	DONALD	5	\$ 26.900	\$ 28.25	\$ 29.66	\$ 31.14
FLIER	RICHARD	5	\$ 26.900	\$ 28.25	\$ 29.66	\$ 31.14
MICKELSON	BENJAMIN	5	\$ 26.140	\$ 27.45	\$ 28.82	\$ 30.26
PYLVANEN	SCOTT	5	\$ 25.390	\$ 26.66	\$ 27.99	\$ 29.39
SMITH	GREG	5	\$ 25.390	\$ 26.66	\$ 27.99	\$ 29.39
WILKIE	GARY	5	\$ 25.390	\$ 26.66	\$ 27.99	\$ 29.39
JOHNSON	BRADLEY	5	\$ 24.670	\$ 25.90	\$ 27.20	\$ 28.56
BOBENMOYEI	JARED	5	\$ 23.300	\$ 24.47	\$ 25.69	\$ 26.97
JOERGER	JOSHUA	5	\$ 23.300	\$ 24.47	\$ 25.69	\$ 26.97
VANDERMEY	KYLE	5	\$ 23.300	\$ 24.47	\$ 25.69	\$ 26.97

2019	One-half percent (0.5%) General Adjustment 1/1/2019				
Grade	Minimum/A	B	C	D	E
20	\$ 42.08	\$ 43.32	\$ 44.60	\$ 45.92	\$ 47.1
19	\$ 40.53	\$ 41.72	\$ 42.95	\$ 44.22	\$ 45.1
18	\$ 38.97	\$ 40.12	\$ 41.31	\$ 42.52	\$ 43.1
17	\$ 37.42	\$ 38.52	\$ 39.66	\$ 40.83	\$ 42.1
16	\$ 35.87	\$ 36.92	\$ 38.01	\$ 39.13	\$ 40.1
15	\$ 34.32	\$ 35.32	\$ 36.36	\$ 37.43	\$ 38.1
14	\$ 32.76	\$ 33.73	\$ 34.72	\$ 35.74	\$ 36.1
13	\$ 31.21	\$ 32.13	\$ 33.07	\$ 34.04	\$ 35.1
12	\$ 29.66	\$ 30.53	\$ 31.42	\$ 32.34	\$ 33.1
11	\$ 28.10	\$ 28.93	\$ 29.77	\$ 30.65	\$ 31.1
10	\$ 26.55	\$ 27.33	\$ 28.13	\$ 28.95	\$ 29.1
9	\$ 25.00	\$ 25.73	\$ 26.48	\$ 27.25	\$ 28.1
8	\$ 23.45	\$ 24.13	\$ 24.83	\$ 25.56	\$ 26.1
7	\$ 21.89	\$ 22.53	\$ 23.19	\$ 23.86	\$ 24.1
6	\$ 20.34	\$ 20.93	\$ 21.54	\$ 22.16	\$ 22.1
5	\$ 18.79	\$ 19.33	\$ 19.89	\$ 20.47	\$ 21.1
4	\$ 17.24	\$ 17.73	\$ 18.24	\$ 18.77	\$ 19.1
3	\$ 15.68	\$ 16.13	\$ 16.60	\$ 17.07	\$ 17.1
2	\$ 14.13	\$ 14.53	\$ 14.95	\$ 15.38	\$ 15.1
1	\$ 12.58	\$ 12.93	\$ 13.30	\$ 13.68	\$ 14.1

Deleted: 2020 1% General Adjustment 1/1/2020

Grade	Minimum/A	B	C	D	E	F
20	\$ 42.50	\$ 43.75	\$ 45.05	\$ 46.38	\$ 47.75	\$ 49.16
19	\$ 40.93	\$ 42.14	\$ 43.38	\$ 44.66	\$ 45.98	\$ 47.34
18	\$ 39.36	\$ 40.52	\$ 41.72	\$ 42.95	\$ 44.22	\$ 45.52
17	\$ 37.79	\$ 38.91	\$ 40.06	\$ 41.24	\$ 42.45	\$ 43.71
16	\$ 36.23	\$ 37.29	\$ 38.39	\$ 39.52	\$ 40.69	\$ 41.85
15	\$ 34.66	\$ 35.68	\$ 36.73	\$ 37.81	\$ 38.92	\$ 40.07
14	\$ 33.09	\$ 34.06	\$ 35.06	\$ 36.10	\$ 37.16	\$ 38.25
13	\$ 31.52	\$ 32.45	\$ 33.40	\$ 34.38	\$ 35.39	\$ 36.43
12	\$ 29.95	\$ 30.83	\$ 31.74	\$ 32.67	\$ 33.63	\$ 34.62
11	\$ 28.39	\$ 29.22	\$ 30.07	\$ 30.95	\$ 31.86	\$ 32.83
10	\$ 26.82	\$ 27.60	\$ 28.41	\$ 29.24	\$ 30.10	\$ 30.98
9	\$ 25.25	\$ 25.99	\$ 26.75	\$ 27.53	\$ 28.33	\$ 29.16
8	\$ 23.68	\$ 24.37	\$ 25.08	\$ 25.81	\$ 26.57	\$ 27.34
7	\$ 22.11	\$ 22.76	\$ 23.42	\$ 24.10	\$ 24.80	\$ 25.53
6	\$ 20.54	\$ 21.14	\$ 21.75	\$ 22.39	\$ 23.04	\$ 23.71
5	\$ 18.98	\$ 19.52	\$ 20.09	\$ 20.67	\$ 21.27	\$ 21.85
4	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.96	\$ 19.51	\$ 20.07
3	\$ 15.84	\$ 16.29	\$ 16.76	\$ 17.25	\$ 17.74	\$ 18.25
2	\$ 14.27	\$ 14.68	\$ 15.10	\$ 15.53	\$ 15.98	\$ 16.44
1	\$ 12.70	\$ 13.06	\$ 13.44	\$ 13.82	\$ 14.21	\$ 14.62

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

Grade	Minimum/A	B	C	D	E	F
20	\$ 42.71	\$ 43.97	\$ 45.27	\$ 46.61	\$ 47.99	\$ 49.41
19	\$ 41.14	\$ 42.35	\$ 43.60	\$ 44.89	\$ 46.21	\$ 47.58
18	\$ 39.56	\$ 40.73	\$ 41.93	\$ 43.16	\$ 44.44	\$ 45.75
17	\$ 37.98	\$ 39.10	\$ 40.26	\$ 41.44	\$ 42.67	\$ 43.92
16	\$ 36.41	\$ 37.48	\$ 38.58	\$ 39.72	\$ 40.89	\$ 42.10
15	\$ 34.83	\$ 35.86	\$ 36.91	\$ 38.00	\$ 39.12	\$ 40.27
14	\$ 33.26	\$ 34.23	\$ 35.24	\$ 36.28	\$ 37.34	\$ 38.44
13	\$ 31.68	\$ 32.61	\$ 33.57	\$ 34.55	\$ 35.57	\$ 36.62
12	\$ 30.10	\$ 30.99	\$ 31.90	\$ 32.83	\$ 33.80	\$ 34.79
11	\$ 28.53	\$ 29.36	\$ 30.22	\$ 31.11	\$ 32.02	\$ 32.96
10	\$ 26.95	\$ 27.74	\$ 28.55	\$ 29.39	\$ 30.25	\$ 31.14
9	\$ 25.38	\$ 26.12	\$ 26.88	\$ 27.66	\$ 28.47	\$ 29.31
8	\$ 23.80	\$ 24.49	\$ 25.21	\$ 25.94	\$ 26.70	\$ 27.48
7	\$ 22.22	\$ 22.87	\$ 23.53	\$ 24.22	\$ 24.93	\$ 25.65
6	\$ 20.65	\$ 21.25	\$ 21.86	\$ 22.50	\$ 23.15	\$ 23.83
5	\$ 19.07	\$ 19.62	\$ 20.19	\$ 20.78	\$ 21.38	\$ 22.00
4	\$ 17.49	\$ 18.00	\$ 18.52	\$ 19.05	\$ 19.60	\$ 20.17
3	\$ 15.92	\$ 16.38	\$ 16.85	\$ 17.33	\$ 17.83	\$ 18.35
2	\$ 14.34	\$ 14.75	\$ 15.17	\$ 15.61	\$ 16.06	\$ 16.52
1	\$ 12.77	\$ 13.13	\$ 13.50	\$ 13.89	\$ 14.28	\$ 14.69

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, 2022, through December 31, 2024.

Deleted: 19

Deleted: 1

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/PTO, 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, 2024, at which time the provisions of the MOA will be negotiated for 2025.
- I. ~~This employee will be a Union member or pay Fair Share.~~

Deleted: 1

Deleted: 2

Formatted: Strikethrough

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this _____ day of _____, 2021.

Deleted: 23rd

Deleted: April

Deleted: 9

For Aitkin County:

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

Chairperson, Aitkin County Board

Area Business Representative

Dated: _____

Dated: _____

**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, 2022, through December 31, 2024.

Deleted: 19

Deleted: 1

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 2022-2024 collective bargaining agreement, the parties discussed early retirement incentives; and

Deleted: 19

Deleted: 1

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 2022, 2023, and 2024 will have the opportunity to participate.
2. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

Deleted: 19

Deleted: 0

Deleted: 1

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this day of _____, 2022.

Deleted: 23rd

Deleted: April

Deleted: 19

For Aitkin County:

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

Chairperson, Aitkin County Board

Area Business Representative

Dated: _____

Dated: _____