

## Board of County Commissioners Agenda Request

Agenda Add-ON
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Agenda Item #

Requested Meeting Date: 2-14-2017

Title of Item: Ratify Local 49 2017-2018 Collective Bargaining Agreement **Action Requested: Direction Requested** REGULAR AGENDA Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Hold Public Hearing\* INFORMATION ONLY \*provide copy of hearing notice that was published Submitted by: Department: **Bobbie Danielson** Administration/HR Presenter (Name and Title): **Estimated Time Needed:** Bobbie Danielson, HR Director 0~consent agenda Summary of Issue: A tentative agreement was reached with Local 49 on 1/31/2017. Agreement includes --- 2-year duration 2017-2018. Includes pattern wage settlement for 2017 and 2018 and \$50/year increase to the employer's contribution towards health insurance for 2017 and 2018. For efficiency, the Personal Leave Article was modified to provide 8 hours per quarter (vested) instead of 32 hours in January to eliminate manual pro-ration calcs at the start and end of employment. Christmas Eve 2018 (Monday) day off with pay provided with department head approval. Misc language updates. 3-month trial period added for transfers and promotions. Health insurance starts 1st of month following date of hire (clarification only). PT employees may accrue up to 40 hours sick leave pay (not previously capped). EEs who terminate prior to CBA ratification are not eligible for retroactive wage adjustments. Alternatives, Options, Effects on Others/Comments: Recommended Action/Motion: Motion to ratify the Local 49 2017-2018 Collective Bargaining Agreement and authorize the Chairman, Interim Administrator, and HR Director to sign. **Financial Impact:** Yes Is there a cost associated with this request? What is the total cost, with tax and shipping? \$ Is this budgeted? Yes No Please Explain: Settlements are within the budget parameters originally established by the County Board during closed session. Pattern wage settlement is shown on page 11-12 of the attached Agreement.

### Agreement

between

Aitkin County and

The International Union of Operating Engineers, Local #49

Road & Bridge Department

January 1, 2017 – December 31, 2018

#### **Table of Contents**

AGREEMENT	3
ARTICLE 1	
UNION RECOGNITION	3
ARTICLE 2	
DEFINITIONS	3
ARTICLE 3	4
MANAGEMENT RIGHTS	
ARTICLE 4	
HOURS	
ARTICLE 5	
HOLIDAYS	
ARTICLE 6	
VACATIONS	
ARTICLE 7	
HEALTH & WELFARE INSURANCE	
ARTICLE 8	
SICK LEAVE BENEFITS / CARE OF RELATIVES	
ARTICLE 9	
PERSONAL LEAVE	
ARTICLE 10	X
SENIORITY	8
SENIORITY	<b>8</b>
SENIORITYARTICLE 11GRIEVANCE PROCEDURE	9 9
SENIORITY ARTICLE 11 GRIEVANCE PROCEDURE ARTICLE 12	9 9 9
SENIORITY ARTICLE 11 GRIEVANCE PROCEDURE ARTICLE 12 WAGES	
SENIORITYARTICLE 11	
SENIORITY	8 9 9 11 13 13
SENIORITY  ARTICLE 11  GRIEVANCE PROCEDURE  ARTICLE 12  WAGES  ARTICLE 13  SAFETY  ARTICLE 14	
SENIORITY  ARTICLE 11  GRIEVANCE PROCEDURE  ARTICLE 12  WAGES  ARTICLE 13  SAFETY  ARTICLE 14  SAVINGS CLAUSE	
SENIORITY  ARTICLE 11  GRIEVANCE PROCEDURE  WAGES  ARTICLE 13  SAFETY  ARTICLE 14  SAVINGS CLAUSE	
SENIORITY  ARTICLE 11  GRIEVANCE PROCEDURE  ARTICLE 12  WAGES  ARTICLE 13  SAFETY  ARTICLE 14  SAVINGS CLAUSE  DURATION	
ARTICLE 11 GRIEVANCE PROCEDURE  ARTICLE 12 WAGES  ARTICLE 13 SAFETY  ARTICLE 14 SAVINGS CLAUSE	

#### **AGREEMENT**

This Agreement, entered into on January 1, 2017, between Aitkin County Board, hereinafter referred to as the "Employer", and Local Union No. 49, International Union of Operating Engineers, hereinafter referred to as the "Union".

## ARTICLE 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 (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 2 DEFINITIONS

- <u>Section 2.1 Permanent Employee</u>: For purposes of this Agreement "permanent employee" means an employee hired for a position other than temporary or seasonal.
- <u>Section 2.2 Employee</u>: For purposes of this Agreement, "employee" means an employee considered as a public employee as defined by PELRA.
- <u>Section 2.3 Seasonal Employee</u>: For purposes of this Agreement, "seasonal employee" means a temporary employee hired to cover increased workloads in the department due to peak business demands.
- <u>Section 2.4 Temporary Employee</u>: 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.

<u>Section 3.2:</u> 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

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

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

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

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

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

<u>Section 4.4 Call Back</u>: 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.

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

<u>Section 4.6 Compensatory Time</u>: 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.

<u>Section 4.7 Rest Periods</u>: 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.

<u>Section 4.8 Work Location</u>: 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

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

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

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

<u>Section 5.2</u>: 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

<u>Section 6.1</u>: 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.

<u>Section 6.3</u>: 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.

<u>Section 6.5</u>: 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, 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.

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

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

## ARTICLE 8 SICK LEAVE BENEFITS / CARE OF RELATIVES

<u>Section 8.1 Sick Leave:</u> 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.

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

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

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

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

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

## ARTICLE 9 PERSONAL LEAVE

Full-time (probationary and non-probationary) employees shall be granted eight (8) hours of personal leave each quarter, and may accumulate up to 32 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

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

- A. There shall be a seniority list established which shall include the Maintenance Department, based on the employee's original date of hire.
- B. There shall be a seniority list established which shall include the Engineering Department, based on the employee's original date of hire.
- C. There shall be a seniority list established which shall include all permanent employees of the Road and Bridge Department, based on the employees' original date of hire.

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

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.

Section 10.3: In the event of lay off due to lack of work, employees with the least seniority shall be first to be laid off, then permanent employees with the least seniority shall be laid off, and in the event of rehire, the last permanent employee laid off shall be the first to be rehired. No permanent employee shall be laid off out of turn on the seniority list, according to classification.

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

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

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

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

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

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

## ARTICLE 11 GRIEVANCE PROCEDURE

<u>Section 11.1 Definition of Grievance</u>: 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.

<u>Section 11.2 Organization Representatives</u>: 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.

<u>Section 11.3 Processing of Grievance</u>: 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.

<u>Section 11.4 Procedure</u>: 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:

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.

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.

<u>Section12.3 Reclassification</u>: 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.

<u>Section 12.6 Jury Duty</u>: 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.

<u>Section12.8</u>: 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<sup>1</sup>, gloves and safety glasses for the protection of their employees, and the employees shall use the equipment when necessary.

<sup>1</sup>Each member will receive an allowance of up to \$145.00 per calendar year to be used specifically towards safety footwear.

#### ARTICLE 14 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 15**DURATION

This Agreement shall be in effect from January 1, 2017 and shall continue in effect through December 31, 2018 and from year to year thereafter, unless notice of intention to change, modify, or terminate is given by either party one hundred twenty (120) days prior to December 31<sup>st</sup> of the year in which the change, modification or termination is to take place.

This Agreement between the County Board of Aitkin County and the International Union of Operating Engineers, Local No. 49, signed this 28th day of February, 2017.

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Chairperson, Aitkin County Board of Commissioners	
Interim County Administrator	_
Human Resources Director	_
IUOE Local No. 49 Business Representative	_
IUOF Local No. 49 Business Manager	_

## APPENDIX A WAGE SCHEDULES

Grade	Min	imum/A		С	D	teps, effe							T .			
20	5	41.87			_		F	G	H			K	L	M	N	Maximum/(
19	\$	40.32	\$43.11	\$44.38	\$ 45.69	\$47.04	\$48.43	\$49.86	\$51.34	\$52.86	\$ 54.43	\$56.04	\$57.70	\$ 59.41	\$61.17	\$ 62.47
18	5	38.78	\$41.51	542.74	\$44.00	\$45.30	\$46.64	\$48.02	549.44	\$ 50.90	\$52.41	\$ 53.96	\$ 55.56	\$ 57.21	\$ 58.90	\$ 60.15
17	5		\$ 39.92	\$41.10	\$42.31	\$ 43.56	\$44.85	\$46.17	\$47.54	\$48.95	\$50.39	\$51.89	\$53.42	\$ 55.01	\$ 56.64	\$ 57.83
	\$	37.23	\$ 38.33	\$39.46	\$40.63	\$41.82	5 43.06	\$44.33	\$45.64	546.99	\$48.38	\$49.81	\$51.28	\$ 52,80	\$ 54.37	\$ 55.52
16 15	5	35.69	\$36.74	\$37.82	\$38.94	\$ 40.08	\$41.27	\$42.49	\$43.74	\$45.03	\$46,36	\$47.73	\$49.15	\$50.60	\$52.10	\$ 53.20
14	_	34.14	\$35.15	\$36.18	\$37.25	\$ 38.35	\$ 39.48	\$40.64	541.84	\$43.07	\$44.35	\$45.66	\$47.01	\$48.40	\$49.83	\$ 50.88
	5	32.60	\$ 33.56	\$34.54	\$35.56	\$36.61	\$ 37,69	\$ 38.80	\$39.94	\$41.12	\$42.33	543.58	\$44.87	\$46.19	\$47.56	\$ 48.56
13	5	31,05	\$ 31.97	\$ 32.90	\$ 33.87	\$ 34.87	\$35.89	\$ 36.95	\$38.04	\$39.16	\$40.32	\$41.50	542.73	\$43.99	\$45.29	\$ 46.25
11	\$	29.51	\$ 30.37	\$31.27	\$32,18	\$ 33.13	\$ 34.10	\$35.11	\$36.14	\$37.20	\$ 38,30	5 39.43	\$40,59	\$41.79	\$43.02	5 43.93
		27.96	\$ 28.78	5 29.63	\$30.50	\$ 31.39	\$ 32.31	\$33.26	\$34.24	\$35.25	\$36.28	\$37.35	\$ 38.45	\$ 39.59	\$40.75	\$ 41.61
10	\$	26.42	\$ 27.19	\$ 27.99	\$ 28.81	\$ 29.65	\$30.52	\$31.42	\$32.34	\$ 33,29	\$34.27	\$35.28	\$ 36.31	\$37.38	\$38.48	\$ 39.29
9	\$	24.87	\$ 25.60	\$ 26.35	\$ 27.12	5 27.91	\$ 28.73	\$ 29.57	\$30.44	\$31.33	\$32.25	\$ 33.20	\$ 34.17	\$35.18	536.22	\$ 36.98
8	\$	23.33	5 24.01	\$ 24.71	\$ 25.43	5 26.17	\$ 26.94	\$27.73	\$ 28.54	\$ 29.37	\$30.24	\$31.12	\$ 32.04	53298	\$ 33,95	\$ 34.66
7	5	21.78	\$ 22.42	\$ 23.07	5 23.74	\$ 24.43	\$ 25.15	\$25.88	\$26.64	\$27.42	\$ 28.22	\$ 29.05	\$ 29.90	\$30.77	\$31.68	\$ 32.34
6	5	20.24	\$ 20.83	\$21.43	5 22.05	\$22.70	\$ 23.36	\$ 24.04	\$24.74	\$25.46	\$ 26.20	\$ 26.97	\$ 27.76	\$ 28.57	\$29.41	\$ 30.02
5	5	18.69	5 19.24	\$19.79	\$ 20.37	\$ 20.96	\$ 21.57	\$22.19	\$22.84	\$23.50	\$ 24.19	\$ 24.89	5 25.62	\$ 26.37	\$ 27.14	\$ 27.71
4	5	17.15	\$ 17.64	\$ 18.15	\$ 18.68	\$ 19.22	\$ 19.77	\$ 20.35	\$20.94	\$21.55	\$22.17	5 22.82	\$ 23.48	\$24.17	\$ 24.87	\$ 25.39
3	\$	15.60	\$ 16.05	\$ 16.51	\$ 16.99	\$17.48	\$ 17.98	\$ 18.50	\$19.04	\$19.59	\$ 20.16	\$ 20.74	\$ 21.34	\$21.96	\$22.60	\$ 23.07
2	\$	14.06	\$14.46	\$ 14.87	\$ 15.30	\$15.74	\$ 16.19	\$16.66	\$17.14	\$17.63	\$18.14	\$ 18.66	\$19.20	\$19.76	\$ 20.33	\$ 20.75
	1 6	47 54 1	¢ 13 07	C 4 7 7 8	C 42 C4	C 14 00	C 14 40	\$ 14.81	CARGA	A	4	A				
2018	\$	12.51	\$12.87	\$13.24	\$13.61	\$14.00	\$14.40		\$15.24	\$15.67	\$16.12	\$ 16,59	\$17.07	\$ 17.56	\$ 18.06	\$ 18.44
2018		0%	general	adjustme	ent, plus	one step	for eligit	ole emple	oyees, up		aximum	1/1/2018				
2018 Grade	Mini	0% mum/A	general B	adjustme C	ent, plus	one step E	for eligit	ole emple	oyees, up	to the M	aximum J	1/1/2018 K	L	М	N	Maximum/0
2018 Grade 20	Mini	0% mum/A 41.87	general B \$43.11	adjustme C \$44.38	ent, plus D \$45.69	one step E 547.04	for eligit F 548.43	ole emple G \$49.86	oyees, up H \$51.34	to the M 1 \$52.86	aximum J \$54.43	1/1/2018 K \$56.04	L \$57.70	M \$59.41	N \$61.17	Maximum/0 \$ 62.47
2018 Grade 20 19	Mini S S	0% mum/A 41.87 40.32	general B \$43.11 \$41.51	adjustme C \$44.38 \$42.74	nt, plus D \$45.69 \$44.00	one step E \$47.04 \$45.30	for eligit F 548.43 \$46.64	ole emplo G \$49.86 \$48.02	oyees, up H \$51.34 \$49.44	to the M 1 \$52.86 \$50.90	aximum J \$54.43 \$52.41	1/1/2018 K \$56.04 \$53.96	L \$57.70 \$55.56	M \$59.41 \$57.21	N \$61.17 \$58.90	Maximum/0 \$ 62.47 \$ 60.15
2018 Grade 20 19	Mini S S	0% mum/A 41.87 40.32 38.78	general B \$43.11 \$41.51 \$39.92	adjustme C \$44.38 \$42.74 \$41.10	ent, plus D \$45.69 \$44.00 \$42.31	one step E \$47.04 \$45.30 \$43.56	for eligit F 5 48.43 \$ 46.64 \$ 44.85	5 49.86 \$ 48.02 \$ 46.17	oyees, up H \$51.34 \$49.44 \$47.54	\$52.86 \$50.90 \$48.95	aximum J \$54.43 \$52.41 \$50.39	1/1/2018 K \$56.04 \$53.96 \$51.89	\$57.70 \$55.56 \$53.42	M \$59.41 \$57.21 \$55.01	N \$61.17 \$58.90 \$56.64	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83
2018 Grade 20 19 18 17	Mini S S S	0% mum/A 41.87 40.32 38.78 37.23	general B \$43.11 \$41.51 \$39.92 \$38.33	adjustme C \$44.38 \$42.74 \$41.10 \$39.46	5 44.00 \$42.31 \$40.63	step E \$47.04 \$45.30 \$43.56 \$41.82	for eligit F 5 48.43 \$ 46.64 \$ 44.85 \$ 43.06	S 49.86 S 48.02 S 46.17 S 44.33	yees, up H \$51.34 \$49.44 \$47.54 \$45.64	to the M \$52.86 \$50.90 \$48.95 \$46.99	aximum J \$54.43 \$52.41 \$50.39 \$48.38	1/1/2018 K \$56.04 \$53.96 \$51.89 \$49.81	\$57.70 \$55.56 \$53.42 \$51.28	M \$59.41 \$57.21 \$55.01 \$52.80	N \$61.17 \$58.90 \$56.64 \$54.37	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52
2018 Grade 20 19 18 17	Mini S S S S	0% mum/A 41.87 40.32 38.78 37.23 35.69	general B \$43.11 \$41.51 \$39.92 \$38.33 \$36.74	adjustme C \$44.38 \$42.74 \$41.10 \$39.46 \$37.82	5 45.69 \$ 44.00 \$ 42.31 \$ 40.63 \$ 38.94	s47.04 \$45.30 \$43.56 \$41.82 \$40.08	for eligit F 5 48.43 \$ 46.64 \$ 44.85 \$ 43.06 \$ 41.27	G \$49.86 \$48.02 \$46.17 \$44.33 \$42.49	oyees, up H \$51.34 \$49.44 \$47.54 \$45.64 \$43.74	to the M \$52.86 \$50.90 \$48.95 \$46.99 \$45.03	3 \$54.43 \$52.41 \$50.39 \$48.38 \$46.36	1/1/2018 K \$56.04 \$53.96 \$51.89 \$49.81 \$47.73	\$57.70 \$55.56 \$53.42 \$51.28 \$49.15	M \$59.41 \$57.21 \$55.01 \$52.80 \$50.60	N \$61.17 \$58.90 \$56.64 \$54.37 \$52.10	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52 \$ 53.20
2018 Grade 20 19 18 17 16	Mini S S S S	0% mum/A 41.87 40.32 38.78 37.23 35.69 34.14	general B \$43.11 \$41.51 \$39.92 \$38.33 \$36.74 \$35.15	adjustme C \$44.38 \$42.74 \$41.10 \$39.46 \$37.82 \$36.18	ent, plus D \$45.69 \$44.00 \$42.31 \$40.63 \$38.94 \$37.25	s47.04 \$45.30 \$43.56 \$41.82 \$40.08 \$38.35	for eligit F \$48.43 \$46.64 \$44.85 \$43.06 \$41.27 \$39.48	S49.86 \$49.86 \$48.02 \$46.17 \$44.33 \$42.49 \$40.64	oyees, up H \$51.34 \$49.44 \$47.54 \$45.64 \$43.74 \$41.84	\$52.86 \$50.90 \$48.95 \$46.99 \$45.03 \$43.07	3 \$54.43 \$52.41 \$50.39 \$48.38 \$46.36 \$44.35	1/1/2018 K \$56.04 \$53.96 \$51.89 \$49.81 \$47.73 \$45.66	\$57.70 \$55.56 \$53.42 \$51.28 \$49.15 \$47.01	M \$59.41 \$57.21 \$55.01 \$52.80 \$50.60 \$48.40	N \$61.17 \$58.90 \$56.64 \$54.37 \$52.10 \$49.83	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52 \$ 53.20 \$ 50.88
2018 Grade 20 19 18 17 16 15	Mini S S S S S	0% mum/A 41.87 40.32 38.78 37.23 35.69 34.14 32.60	general B \$43.11 \$41.51 \$39.92 \$38.33 \$36.74 \$35.15 \$33.56	adjustme C \$44.38 \$42.74 \$41.10 \$39.46 \$37.82 \$36.18 \$34.54	\$45.69 \$45.69 \$44.00 \$42.31 \$40.63 \$38.94 \$37.25 \$35.56	S47.04 \$45.30 \$43.56 \$41.82 \$40.08 \$38.35 \$36.61	for eligit F \$48.43 \$46.64 \$44.85 \$43.06 \$41.27 \$39.48 \$37.69	G \$49.86 \$48.02 \$46.17 \$44.33 \$42.49 \$40.64 \$38.80	oyees, up H \$51.34 \$49.44 \$47.54 \$45.64 \$43.74 \$41.84 \$39.94	to the M \$52.86 \$50.90 \$48.95 \$46.99 \$45.03 \$43.07 \$41.12	aximum J \$54.43 \$52.41 \$50.39 \$48.38 \$46.36 \$44.35 \$42.33	1/1/2018 K \$56.04 \$53.96 \$51.89 \$49.81 \$47.73 \$45.66 \$43.58	\$57.70 \$55.56 \$53.42 \$51.28 \$49.15 \$47.01 \$44.87	M \$59.41 \$57.21 \$55.01 \$52.80 \$50.60 \$48.40 \$46.19	N \$61.17 \$58.90 \$56.64 \$54.37 \$52.10 \$49.83 \$47.56	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52 \$ 53.20 \$ 50.88 \$ 48.56
2018 Grade 20 19 18 17 16 15 14	Mini S S S S S S	0% mum/A 41.87 40.32 38.78 37.23 35.69 34.14 32.60 31.05	general B \$43.11 \$41.51 \$39.92 \$38.33 \$36.74 \$35.15 \$33.56 \$31.97	adjustme C \$44.38 \$42.74 \$41.10 \$39.46 \$37.82 \$36.18 \$34.54 \$32.90	snt, plus D \$45.69 \$44.00 \$42.31 \$40.63 \$38.94 \$37.25 \$35.56 \$33.87	step E \$47.04 \$45.30 \$43.56 \$41.82 \$40.08 \$38.35 \$36.61 \$34.87	for eligit F \$48.43 \$46.64 \$44.85 \$43.06 \$41.27 \$39.48 \$37.69 \$35.89	\$49.86 \$49.86 \$48.02 \$46.17 \$44.33 \$42.49 \$40.64 \$38.80 \$36.95	yees, up H \$51.34 \$49.44 \$47.54 \$45.64 \$43.74 \$41.84 \$39.94 \$38.04	to the M \$52.86 \$50.90 \$48.95 \$46.99 \$45.03 \$43.07 \$41.12 \$39.16	aximum J \$54.43 \$52.41 \$50.39 \$48.38 \$46.36 \$44.35 \$42.33 \$40.32	1/1/2018 K \$56.04 \$53.96 \$51.89 \$49.81 \$47.73 \$45.66 \$43.58 \$41.50	\$57.70 \$55.56 \$53.42 \$51.28 \$49.15 \$47.01 \$44.87 \$42.73	M \$59,41 \$57,21 \$55,01 \$52,80 \$50,60 \$48,40 \$46,19 \$43,99	N \$61.17 \$58.90 \$56.64 \$54.37 \$52.10 \$49.83 \$47.56 \$45.29	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52 \$ 53.20 \$ 50.88 \$ 48.56 \$ 46.25
2018 Grade 20 19 18 17 16 15 14 13	Mini	0% mum/A 41.87 40.32 38.78 37.23 35.69 34.14 32.60 31.05 29.51	general B \$43.11 \$41.51 \$39.92 \$38.33 \$36.74 \$35.15 \$33.56 \$31.97 \$30.37	adjustme C \$44.38 \$42.74 \$41.10 \$39.46 \$37.82 \$36.18 \$34.54 \$32.90 \$31.27	snt, plus D \$45.69 \$44.00 \$42.31 \$40.63 \$38.94 \$37.25 \$35.56 \$33.87 \$32.18	step E \$47.04 \$45.30 \$43.56 \$41.82 \$40.08 \$38.35 \$36.61 \$34.87 \$33.13	for eligit F \$48.43 \$46.64 \$44.85 \$43.06 \$41.27 \$39.48 \$37.69 \$35.89 \$34.10	\$49.86 \$49.86 \$48.02 \$46.17 \$44.33 \$42.49 \$40.64 \$38.80 \$36.95 \$35.11	yees, up H \$51.34 \$49.44 \$47.54 \$45.64 \$41.84 \$39.94 \$38.04 \$36.14	to the M 1 \$52.86 \$50.90 \$48.95 \$46.99 \$45.03 \$43.07 \$41.12 \$39.16 \$37.20	aximum J \$54.43 \$52.41 \$50.39 \$48.38 \$46.36 \$44.35 \$42.33 \$40.32 \$38.30	1/1/2018 K \$56.04 \$53.96 \$51.89 \$49.81 \$47.73 \$45.66 \$43.58 \$41.50 \$39.43	\$57.70 \$55.56 \$53.42 \$51.28 \$49.15 \$47.01 \$44.87 \$42.73 \$40.59	M \$59,41 \$57,21 \$55,01 \$52,80 \$50,60 \$48,40 \$46,19 \$43,99 \$41,79	N \$61.17 \$58.90 \$56.64 \$54.37 \$52.10 \$49.83 \$47.56 \$45.29 \$43.02	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52 \$ 53.20 \$ 50.88 \$ 48.56 \$ 46.25 \$ 43.93
2018 Grade 20 19 18 17 16 15 14 13 12	Mini	0% mum/A 41.87 40.32 38.78 37.23 35.69 34.14 32.60 31.05 29.51 27.96	general B \$43.11 \$41.51 \$39.92 \$38.33 \$36.74 \$35.15 \$33.56 \$31.97 \$30.37 \$28.78	adjustme C \$44.38 \$42.74 \$41.10 \$39.46 \$37.82 \$36.18 \$34.54 \$32.90 \$31.27 \$29.63	nt, plus D \$45.69 \$44.00 \$42.31 \$40.63 \$38.94 \$37.25 \$35.56 \$33.87 \$32.18 \$30.50	ene step E S47.04 S45.30 S43.56 S41.82 S40.08 S38.35 S36.61 S34.87 S33.13 S31.39	for eligit F \$48.43 \$46.64 \$44.85 \$43.07 \$41.27 \$39.48 \$37.69 \$35.89 \$34.10 \$32.31	G \$49.86 \$49.86 \$48.02 \$46.17 \$44.33 \$42.49 \$40.64 \$38.80 \$36.95 \$35.11 \$33.26	yees, up H \$51.34 \$49.44 \$47.54 \$45.64 \$43.74 \$43.74 \$39.94 \$38.04 \$36.14 \$34.24	to the M \$52.86 \$50.90 \$48.95 \$46.99 \$43.07 \$41.12 \$39.16 \$37.20 \$35.25	aximum J \$54.43 \$52.41 \$50.39 \$48.38 \$46.36 \$44.35 \$42.33 \$40.32 \$38.30 \$36.28	1/1/2018 K \$56.04 \$53.96 \$51.89 \$49.81 \$47.73 \$45.66 \$43.58 \$41.50 \$39.43 \$37.35	t \$57.70 \$55.56 \$53.42 \$51.28 \$51.28 \$49.15 \$47.01 \$44.87 \$42.73 \$40.59 \$38.45	M \$59.41 \$57.21 \$55.01 \$52.80 \$50.60 \$48.40 \$46.19 \$43.99 \$41.79 \$39.59	N \$61.17 \$58.90 \$56.64 \$54.37 \$52.10 \$49.83 \$47.56 \$45.29 \$43.02 \$40.75	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52 \$ 53.20 \$ 50.88 \$ 48.56 \$ 46.25 \$ 43.93 \$ 41.61
2018 Grade 20 19 18 17 16 15 14 13 12 11	Mini	0% mum/A 41.87 40.32 38.78 37.23 35.69 34.14 32.60 31.05 29.51 27.96 26.42	general B \$43.11 \$41.51 \$39.92 \$38.33 \$36.74 \$35.15 \$33.56 \$31.97 \$30.37 \$28.78 \$27.19	adjustme C \$44.38 \$42.74 \$41.10 \$39.46 \$37.82 \$36.18 \$36.18 \$34.54 \$32.90 \$31.27 \$29.63 \$27.99	ent, plus D \$45.69 \$44.00 \$42.31 \$40.63 \$38.94 \$37.25 \$37.25 \$35.56 \$33.87 \$32.18 \$30.50 \$28.81	E \$47.04 \$45.30 \$43.56 \$41.82 \$40.08 \$38.35 \$36.61 \$34.87 \$33.13 \$31.39 \$29.65	for eligit F \$48.43 \$46.64 \$44.85 \$43.06 \$41.27 \$39.48 \$37.69 \$35.89 \$34.10 \$32.31 \$30.52	\$49.86 \$49.86 \$48.02 \$46.17 \$44.33 \$42.49 \$40.69 \$38.80 \$36.95 \$35.11 \$33.26 \$31.42	yees, up H \$51.34 \$49.44 \$47.54 \$45.64 \$43.74 \$41.84 \$39.94 \$38.04 \$36.14 \$34.24 \$32.34	to the M \$52.86 \$50.90 \$48.95 \$45.03 \$45.03 \$41.12 \$39.16 \$37.20 \$35.25 \$33.29	aximum J \$54.43 \$52.41 \$50.39 \$48.38 \$46.35 \$42.33 \$40.32 \$38.30 \$36.28 \$34.27	1/1/2018 K \$56.04 \$53.96 \$51.89 \$49.81 \$47.73 \$45.66 \$45.68 \$41.50 \$39.43 \$37.35 \$35.28	t \$57.70 \$55.56 \$53.42 \$549.15 \$49.15 \$47.01 \$44.87 \$42.73 \$40.59 \$38.45 \$56.31	M \$59.41 \$57.21 \$55.01 \$52.80 \$50.60 \$46.19 \$43.99 \$41.79 \$39.59 \$37.38	N \$61.17 \$58.90 \$56.64 \$54.37 \$52.10 \$47.56 \$47.56 \$45.29 \$43.02 \$40.75 \$38.48	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52 \$ 53.20 \$ 50.88 \$ 48.56 \$ 46.25 \$ 43.93 \$ 41.61 \$ 39.29
2018 Grade 20 19 18 17 16 15 14 13 12 11 10	Mini	0% mum/A 41.87 40.32 38.78 37.23 35.69 34.14 32.60 31.05 29.51 27.96 26.42 24.87	general B \$43.11 \$41.51 \$39.92 \$38.33 \$36.74 \$35.15 \$33.56 \$31.97 \$30.37 \$28.78 \$27.19 \$25.60	adjustme C \$44.38 \$42.74 \$41.10 \$39.46 \$37.82 \$36.18 \$34.54 \$32.90 \$31.27 \$29.63 \$27.99 \$26.35	sent, plus D \$45.69 \$44.00 \$42.31 \$40.63 \$38.94 \$37.25 \$35.56 \$33.87 \$32.18 \$30.50 \$28.81 \$27.12	E \$47.04 \$45.30 \$43.56 \$41.82 \$40.08 \$38.35 \$36.61 \$34.87 \$33.13 \$31.39 \$29.65 \$27.91	for eligit F \$48.43 \$46.64 \$44.85 \$43.06 \$41.27 \$39.48 \$37.69 \$35.89 \$34.10 \$32.31 \$30.52 \$28.73	\$49.86 \$49.86 \$48.02 \$46.17 \$44.33 \$42.49 \$40.64 \$38.80 \$36.95 \$35.11 \$33.26 \$31.42 \$29.57	yees, up H \$51.34 \$49.44 \$47.54 \$45.64 \$43.74 \$41.84 \$38.04 \$38.04 \$36.14 \$32.34 \$30.44	\$52.86 \$50.90 \$48.95 \$46.99 \$45.03 \$43.07 \$41.12 \$39.16 \$37.20 \$35.25 \$33.29 \$31.33	aximum J \$54.43 \$52.41 \$50.39 \$48.38 \$46.35 \$44.35 \$42.33 \$40.32 \$38.30 \$36.28 \$34.27 \$32.25	1/1/2018 K \$56.04 \$53.96 \$51.89 \$49.81 \$47.73 \$45.66 \$43.58 \$41.50 \$39.43 \$37.35 \$35.28 \$33.20	\$57.70 \$55.56 \$53.42 \$51.28 \$49.15 \$47.01 \$44.87 \$42.73 \$40.59 \$38.45 \$36.31 \$34.17	M \$59.41 \$57.21 \$55.01 \$52.80 \$50.60 \$46.19 \$44.09 \$43.99 \$41.79 \$39.59 \$37.38 \$35.18	N \$61.17 \$58.90 \$56.64 \$54.37 \$52.10 \$49.83 \$47.56 \$45.29 \$43.02 \$40.75 \$38.48 \$36.22	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52 \$ 53.20 \$ 50.88 \$ 48.56 \$ 46.25 \$ 43.93 \$ 41.61 \$ 39.29 \$ 36.98
2018 Grade 20 19 18 17 16 15 14 13 12 11 10 9	Mini   S   S   S   S   S   S   S   S   S	0% mum/A 41.87 40.32 38.78 37.23 35.69 34.14 32.60 31.05 29.51 27.96 26.42 24.87 23.33	general B \$43.11 \$41.51 \$39.92 \$38.33 \$36.74 \$35.15 \$33.56 \$31.97 \$30.37 \$28.78 \$27.19 \$25.60 \$24.01	adjustme C \$44.38 \$42.74 \$41.10 \$39.46 \$37.82 \$36.18 \$34.54 \$32.90 \$31.27 \$29.63 \$27.99 \$26.35 \$24.71	sent, plus D \$45.69 \$44.00 \$42.31 \$40.63 \$38.94 \$37.25 \$35.56 \$35.56 \$33.87 \$32.18 \$30.50 \$28.81 \$27.12 \$25.43	step E \$47.04 \$45.30 \$43.56 \$41.82 \$40.08 \$38.35 \$38.35 \$34.87 \$33.13 \$31.39 \$29.65 \$27.91 \$26.17	for eligit F \$48.43 \$46.64 \$44.85 \$43.06 \$41.27 \$39.48 \$37.69 \$35.89 \$34.10 \$32.31 \$30.52 \$28.73 \$26.94	\$49.86 \$49.86 \$48.02 \$46.17 \$44.33 \$42.49 \$40.64 \$38.80 \$36.95 \$35.11 \$33.26 \$31.42 \$29.57 \$27.73	New York Strategy Str	to the M \$52.86 \$50.90 \$48.95 \$46.99 \$45.03 \$43.07 \$41.12 \$39.16 \$37.20 \$35.25 \$33.29 \$31.33 \$29.37	aximum J \$54.43 \$52.41 \$50.39 \$48.38 \$46.36 \$44.33 \$42.33 \$40.32 \$38.30 \$36.28 \$34.27 \$32.25 \$30.24	1/1/2018 K \$ 56.04 \$ 53.96 \$ 51.89 \$ 49.81 \$ 47.73 \$ 45.66 \$ 543.58 \$ 41.50 \$ 39.43 \$ 37.35 \$ 35.28 \$ 33.20 \$ 31.12	\$57.70 \$55.56 \$53.42 \$51.28 \$49.15 \$47.01 \$44.87 \$44.87 \$42.73 \$40.59 \$38.45 \$36.31 \$34.17 \$32.04	M \$59.41 \$57.21 \$55.01 \$52.80 \$50.60 \$48.40 \$46.19 \$43.99 \$41.79 \$39.59 \$37.38 \$35.18 \$32.98	N \$61.17 \$58.90 \$56.64 \$54.37 \$52.10 \$49.83 \$47.56 \$45.29 \$43.02 \$40.75 \$38.48 \$36.22 \$33.95	Maximum/O \$ 62.47 \$ 60.15 \$ 57.83 \$ 55.52 \$ 53.20 \$ 50.88 \$ 46.25 \$ 43.93 \$ 41.61 \$ 39.29 \$ 36.98 \$ 34.66
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## APPENDIX B <u>MEMORANDUM OF AGREEMENT – YEAR ROUND SEASONAL EMPLOYEE</u>

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, 2017 through December 31, 2018.

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 1<sup>st</sup> through December 31<sup>st</sup> as needed at the discretion of the County Engineer,
- B. Starting wage and subsequent pay increases in accordance with an Engineering Technician 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, 2018, at which time the provisions of the MOA will be negotiated for 2019.
- I. This employee will be a Union member or pay Fair Share.

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

For Aitkin County:	For I.U.O.E. Local No. 49:
Chairperson, Aitkin County Board	Area Business Representative
Dated:	Dated:

#### APPENDIX C 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.

For Aitkin County:	For I.U.O.E. Local No. 49:		
Chairperson, Aitkin County Board	Area Business Representative		
Dated:	Dated:		

Handout Public "
" Citizens Comment"

Good morning thank you for giving me the opportunity to address you.

First off, I would like to say that I am a Politian like you. I am a supervisor on the glen town board here in Aitkin county. I am not here though as a government official. I'm just telling you this because I don't consider myself a very good Politian..I have not mastered on how to be politically correct. I say things the way I see them.

I recently had an experience with your planning commission and this is why I am here. A neighbor, whom I have known for almost 30 years, finally decided to sell his house. All of my neighbors have for the most part been the same neighbors for all these years. The neighbor sold his house to someone from the cities and these people obviously had the intention to make this house a rental unit from the very beginning. They applied for the variance permit and all the neighbors received notification for a meeting in front of the planning commission. Of the 9 houses that are located in this neighborhood, 7 either wrote letters or showed up to the meeting to voice their opposition to this variance.

here this morning to tell you your planning commission needs fixing. We all felt like it was just a one-man debate and that the residents didn't really matter. Even though the variance permit met all the criteria the planning and zoning office required, the



planning commission needs to hear what the neighbors have to say and it was apparent they really didn't care.

Of the 22 vacation home permits that have been issued by the county, the majority are located on big lakes such as mille lacs and big sandy...lakes that have resorts, bars and restaurants already located on them. This is not the case for Sugar Lake.

Like I said before, one of our issues was safety as this rental home is located on a private road that is over ½ mile in length. This road is used for all 9 homes and for the most part is only wide enough for one car and winds thru a large section of woods. One of my concerns was the fact that I have personally maintained this road for at least 20 years by graveling the road, grading the road, and snow plowing the road and I was concerned about the liability if one of these renters got hurt.

Even the planning commission admitted that they have not run into a situation like this on a vacation home located off of a private road. They asked the attorney who was present and at least I understood him to say there could be some liability. The new owners of the rental property have it licensed as an LLC out of the state of Florida. The fact was brought up that this property could be rented at least 8 times a year and there are no restrictions on how many 4 wheelers or motorcycles could be using the private road.

After talking for 3 min, the planning commission shuts you down. You have no opportunity to address the planning commission unless you are asked a question. This is wrong. One of the things the planning commission brought up was that the

(3)

sheriff or conservation officers are there to enforce the laws. This is an incorrect statement and as members in the audience we could not say they were wrong. Any child can ride an atv on a private road, all by themselves and there not even required to wear a helmet. What happens if someone got hurt because the road had a hole in it, the road wasn't graded right, or whatever the reason might be...we are a lawyer happy society.

I can also bet that not every member of the planning commission visited the site ..which was wrong on their part. The planning commission needs to change some of its rules...it needs to consider what the neighbors' concerns are and needs to weigh those concerns more than if the permit meets the criteria otherwise it's just a waste of everyone's time.

My wife, who also attended the meeting, who has always been a positive influence on me, walked out of that meeting and said "what a joke!" These permits are going to be coming up more and more on smaller little lakes like sugar...the planning commission needs to really look into these permits and not just rubber stamp them approved. It's not all about the money>>>it's about our quality of life that could ever be changed

The permit was granted with one member voting No. The vental property has 11 Conditions set by the planning Commission. One of them, for example, is to have a from measuring desire installed on the septic system. We were renable to ask the simplest anestran as to who monitoris of enforces conditions like these.

#### NOTICE OF DECISION for

STATE OF MINNESOTA COUNTY OF AITKIN	CON		TY PLANNING COMERIM USB PERMIT	
IN THE MATTER OF PER	lication MHT NUMBER	2016-001	323	(00)
CUP/(UP)	Denied	or	Approved	(Circle One)
APPLICANT OR AUTHOR	IZED REPRES	SENTATIVE:		
NAME: Tuning F	Tonda Ent	exprises LLC	Bernie Thue	ning
MAILING ADDRESS	5: 41.26 W	rite rak Roc	d	
CITY, STATE, ZIP: 2	Uinnetonk	a MN 553	45	
The above entitled matter of 23 day of Vanua pursuant to the Aitkin Coun W100f4 of E 200f IN Doc 358437	ty Zoning Ordi	_20 <u>17</u> , on a	petition for a CUP (	109 arcel of land:
	\ Condi  DINGS OF FAC	CTS or CONDIT	he following condition - For Howing FIONS (if any) ORDING DOCUMEN	
DATED THIS 23 D	ay of <u>Jan</u>		erson of the Plannin Authorize	ng Commission or ad Representative
Applicant or Authorized Rep	resentative ac	Shi A	eipt of this document	Emm
THIS INSTRUMENT WAS DRA				ecision shall be by

County Copy - White

COURTHOUSE

AITKIN, MINNESOTA 56431

Writ of Certiorari to the Minnesota Court of Appeals within 30 days of the Planning Commission's decision.

Applicant Copy - Yellow

#### Conditions for Application # 2016-001323

- 1. Must comply with all local, state and federal regulations that pertain to this type of operation.
- 2. No launching of guests motorized watercraft from this property.
- 3. Quiet hours are from 10:00pm to 8:00am that refrain from loud party noises, music, etc.
- 4. Maximum number of occupants based on space requirements is 6.
- 5. Prior to renting under this IUP, the drainfield must be upgraded to meet the requirements for 10 people/ 5 bedrooms based on Aitkin County's Subsurface Sewage Treatment System Ordinance.
- 6. A flow measuring device must be installed on the septic system and/or well.
- 7. Must obtain a lodging license from Aitkin County Environmental Services for rentals of less than one week.
- 8. Websites and all other advertising of the rental property must be in compliance with the occupancy allowance per Application #2016-001323.
- 9. Must mark the property lines so they are visible to renters.
- 10. This IUP is issued to the present landowners and expires with the change of ownership.
- 11. No pets allowed.

#### City of Palisade 304 Main Street PO Box 144 Palisade, MN 56469 city@frontiernet.net

#### NOTICE OF INTENT TO LGUS AND WORKPLAN

Date:

January 19, 2017

To:

J. Mark Wedel, Chairperson, Aitkin County Board Patrick Wussow, Administrator, Aitkin County Craig LeBlanc, Clerk, Logan Township Board Charles Carlson II, Mayor, City of Palisade

Bob Janzen, Chairperson, Aitkin Soil and Water Conservation District

Andy Hubley, Planning Director, Arrowhead Regional Development Commission (ARDC)

George Minerich, Planner, Minnesota Department of Health

From:

Monique Lamke, City Clerk

Re:

City of Palisade Wellhead Protection Program

City of Palisade is notifying neighboring and overlying units of government of its intent to develop a wellhead protection plan. The goal of the plan is to prevent human-caused contaminants from entering our water supply wells and to protect all who use our water supply from adverse health effects associated with groundwater contamination. This notice is required by the Minnesota Wellhead Protection Rule, part 4720.5300, subpart 3.

The entire project will take about two years to complete. Public informational meetings will be held (General Time Meetings are Expected to be Held).

In accordance with the wellhead protection rule, the following information must be included in this notice:

Wellhead Protection Manager:

Monique Lamke, City Clerk (Name)

City of Palisade 304 Main Street PO BOX 144

Palisade, MN 56469 Phone: (218) 845-2051

2. <u>Unique Well Numbers</u>: 407410 (Well #1) and 417652 (Well #2)

3. Date Wellhead Protection Plan Must Be Completed: May 3, 2019

4. General Project Work Plan: See attachment.

5. Missing Data Elements Needed for Wellhead Protection Plan:

If you have any of these data elements, please submit them to me.

- Locations of undocumented wells in the area and well logs for wells in the area.
- Any information on PWS well including repair and reconstruction.
- Pump test information for wells in the area

Also, if available, please submit: 1) any existing water and related land resource plans and official controls; and 2) a description of conflicts, problems, or opportunities that you want examined and addressed in our wellhead protection plan. Thank you for your assistance in our wellhead protection efforts.

cc: Steve Hughes, Manager, Aitkin Soil and Water Conservation District (Water Plan)
Trudi Witkowski, Minnesota Department of Health

FEB 0 9 2017

#### WELLHEAD PROTECTION (WHP) PLAN WORK PLAN

STEP	PROJECTED COMPLETION DATE (MONTH/YEAR)
PART I	
*Letter From MDH Initiating Plan Development	03/22/16
Send Notice of Plan Development to Local Units of Government (LUGs)	01/19/17
Appoint WHP Manager	02/17
Appoint WHP Team	TBD
Scoping 1 Meeting Held (MDH led)	12/12/16
*MDH Scoping 1 Decision (Letter)	01/04/17
Prepare Aquifer Test Plan and Submit to MDH	03/03-17
*MDH Approval of Aquifer Test Plan	04/03/17
Delineate Wellhead Protection Area (WHPA)	4/17 to 10/17
Delineate Drinking Water Supply Management Area (DWSMA)	4/17 to 10/17
Conduct Vulnerability Assessment	4/17 to 10/17
Submit Part I Plan: WHPA, DWSMA, and Vulnerability Assessment to MDH	11/01/17
*MDH Approval of WHPA, DWSMA, and Vulnerability Assessment	12/01/17
Submit Part I Plan: WHPA, DWSMA, and Vulnerability Assessment to LUGs	01/01/18
Hold Public Informational/LUGs Meeting	02/01/18
PART II	
Scoping 2 Meeting Held (MDH led)	03/02/17
*MDH Scoping 2 Decision (Letter)	04/02/17
Inventory Potential Contaminant Sources (PCSI)	04/17 to 12/18
Prepare Management Portion of Plan <sup>1</sup> (Part II Plan)	04/17 to 12/18
Submit Draft Part II Plan and PCSI Data to MDH/MRWA for Review	12/15/18
PCSI Endorsement by MDH	02/15/19
Submit Draft Part II Plan to LUGs	02/16/19
Consider Comments Received by LUGs <sup>2</sup>	04/16/19
Hold Public Hearing	04/20/19
Submit Final Part II Plan to MDH	05/03/19
*MDH Review	05/04/19 to 08/14/19
*MDH Approval	08/14/19
Provide Notice to LUGs About Plan Approval	08/15/19
Begin Plan Implementation	09/15/19

Prepare response to impact of changes on PWS well; issues, problems and opportunities; WHP goals; objectives and plan of action; evaluation program; alternate water supply; contingency strategy.

<sup>\*</sup> These steps are completed by MDH.

Highlighted text denotes deliverables, milestones, and submittal dates for the PWS.

Name of Person Completing This Form: Mon	nique Lamke, City Clerk	Date: January 19, 2017
	~ V ~ V Q	

<sup>&</sup>lt;sup>2</sup> Incorporate response to comments in plan.

# MONTHLY STATEMENT OF BUSINESS TRANSACTED IN OFFICE OF COUNTY RECORDER, AITKIN COUNTY January 2017



NATURE OF BUSINESS TRANSACTED	FEE	S RECEIVED
COUNTY RECORDER FEES		
MISC RECEIPTS		
COPIES & C/COPIES		\$1,981.50
NOTARY		\$160.00
TORRENS		\$111.00
TORRENS ASSURANCE	*** 9.2031	\$10.50
COUNTY GENERAL FUND	•	\$5,423.00
STATE TREASURY GENERAL FUND	*** 9.2036	\$4,000.50
LAND RECORDS COMPLIANCE FUND (UNALLOC)	1-100-195-5529	\$4,191.00
RECORDER TECHNOLOGY FUND	1-100-196-5529	\$3,810.00
COUNTY WELL CERTIFICATE		\$127.50
STATE WELL CERTIFICATE	*** 9.2027	\$722.50
COUNTY DEATH CERTIFICATE		\$304.00
STATE DEATH SURCHARGE	*** 9.2022	\$412.00
COUNTY BIRTH CERTIFICATES		\$231.00
STATE BIRTH SURCHARGE	*** 9.2022	\$112.00
CHILDREN'S SURCHARGE	*** 9.2024	\$84.00
LEGISLATIVE SURCHARGE (144.226 SUBD 3 (b))	*** 9.2036	\$280.00
TOTAL DEPOSIT OF CASH OR CHECKS TO THE AITKIN	COUNTY TREASURER	\$21,960.50

RECORDING DONE FOR WHICH NO PAYMENT WAS RECEIVED	
VETERANS HONORABLE DISCHARGES	
AITKIN COUNTY	\$46.00
AITKIN CO ROAD & BRIDGE	
OTHERS	
TOTAL	\$46.00

Michael T. Moriarty, Aitkin County Recorder

By don C ) toppe, deputs

Deputy January 31, 2017

Documents Recorded for Month: 382
Documents Recorded for Year: 382

**Previous Year Statistics** 

Documents Recorded for Month: 366
Documents Recorded for Year: 366

Last Year's Monthly Deposit: \$20,587.40

# Aitkin County Board of Commissioners Board Meeting Attendance Record Date: February 14, 2017

Please check the boxes that apply.		
Aitkin County Citizen	Aitkin County Employee	Company Representative – please list.
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~		
		MYSORF
		MYSORF Artlein Are
	County	Aitkin Aitkin County