

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



To: Chairperson, Aitkin County Board of Commissioners Date: 6-27-2012

Via: Patrick Wussow, County Administrator

From: Bobbie Danielson, HR Manager *Bobbie Danielson*

Title of Item:

Teamsters Funeral Leave MOA's

Requested Meeting Date: 7/3/12 Estimated Presentation Time: consent

Presenter: Bobbie Danielson

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

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

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



Supporting Attachment(s)

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


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

AITKIN COUNTY HUMAN RESOURCES

Bobbie Danielson, HR Manager
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Phone 218-927-7306
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www.co.aitkin.mn.us

To: County Commissioners

From: Bobbie Danielson, HR Manager 

Date: June 27, 2012

Subject: Funeral Leave MOA for Teamsters Licensed and Non-licensed Essential Units

Background

The current funeral leave language provides a maximum of three (3) days (24 hours) leave with pay when a death occurs in a regular full-time employee's family. Funeral leave pay has been provided at 8 hours per day over the past several years, with a few exceptions when pay has been provided at 10 or 12 hours per day, matching the employee's shift assignment.

Shift assignments vary – full-time employees in these units are now generally assigned to work 8, 10, or 12 hour shifts (mostly 10 hours in the licensed unit and 12 hours in the non-licensed unit). The attached MOAs provide that employees may take “up to” 24 hours off with pay to attend the funeral or make funeral arrangements over the course of “up to” three (3) days, and “up to” an additional 16 hours when extensive travel time is required. It also includes grandparents for the licensed essential unit, for consistency. It should also be noted, this MOA will resolve a non-licensed essential unit grievance and the Sheriff is in support.

Action Requested

Motion to approve the funeral leave Memorandum of Agreements, as presented, for the Teamsters licensed essential unit and Teamsters non-licensed essential unit and authorize the Chair and staff to sign.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the General Drivers, Warehousemen, Helpers & Inside Employees Local Union No. 346 (hereafter "Union").

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

WHEREAS, Article 19 of the 2011-2013 collective bargaining agreement contains the following language:

FUNERAL LEAVE

A maximum of three (3) days (24 hours) leave with pay will be allowed when a death occurs in a regular full-time employee's family, namely the husband, wife, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, grandparents and grandchildren. Employees may elect to use their accrued and unused sick leave, up to the number of hours in each employee's regularly scheduled shift, to complete a funeral leave day.

Two (2) additional days (16 hours) may be allowed when traveling is necessary, subject to the approval of the Employer. Additional time, if needed, may be allowed by the Employer, but such additional time in excess of five (5) days (40 hours) indicated above, shall be charged against the employee's sick leave.

WHEREAS, shift assignments for employees vary, including but not limited to the most common being 8 hour or 10 hour or 12 hour shifts.

NOW, THEREFORE, the parties agree to modify Article 19 as follows, effective May 1, 2012:

FUNERAL LEAVE

When a death occurs in a regular full-time employee's immediate family, the employee may take up to 24 hours off with pay to attend the funeral or make funeral arrangements over the course of up to three (3) days. i.e. 3 eight-hour days or 2.4 ten-hour days or 2 twelve-hour days. Employees may elect to use their accrued and unused sick leave, up to the number of hours in each employee's regularly scheduled shift, to complete a funeral leave day. The County may require verification of the need for the leave. For purposes of this Article, immediate family members are defined as an employee's husband, wife, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, grandmother, grandfather, and grandchildren.

In cases requiring extensive travel time, the regular full-time employee may be granted up to an additional 16 hours off with pay over the course of up to two (2) days, subject to approval of the Sheriff. Extensive travel time is defined as travel distance greater than 250 miles, one way.

Additional time, if needed, may be allowed by the County Sheriff, but such additional time in excess of 40 hours off with pay, over the course of up to five (5) days as indicated above, shall be charged against the regular full-time employee's sick leave.

FURTHERMORE, the parties understand the general intent is as follows:

If the employee is working 12 hour shifts and needs two days off, they would be paid for 24 hours funeral leave -- or if they are working 10 hour shifts and need two days off, they would be paid for 20 hours funeral leave -- or if they are working 8 hour shifts and need two days off, they would be paid for 16 hours funeral leave -- or if they are working 12 hour shifts and need 3 days off and there's no extensive travel time, they would be paid for 24 hours funeral leave and can elect to use 12 hours from their sick leave bank for the third day -- or if they are working 10 hour shifts and need three days off and there's no extensive travel time, they would be paid for 24 hours funeral leave and can elect to use 6 hours from their sick leave bank to complete the third day and it is understood that in most cases the County is not likely to schedule an employee to return for a partial shift on the last day.

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

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this

_____ day of _____, 2012.

FOR COUNTY OF AITKIN:

FOR LOCAL NO. 346:

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Two (2) additional days (16 hours) may be allowed when traveling is necessary, subject to the approval of the Sheriff. Additional time, if needed, may be allowed by the County Sheriff, but such additional time in excess of five (5) days (40 hours) indicated above, shall be charged against the employee's sick leave.

WHEREAS, shift assignments for employees vary, including but not limited to the most common being 8 hour or 10 hour or 12 hour shifts; and

WHEREAS, funeral leave has also been paid for grandparents.

NOW, THEREFORE, the parties agree to modify Article 19 as follows, effective May 1, 2012:

FUNERAL LEAVE

When a death occurs in a regular full-time employee's immediate family, the employee may take up to 24 hours off with pay to attend the funeral or make funeral arrangements over the course of up to three (3) days. i.e. 3 eight-hour days or 2.4 ten-hour days or 2 twelve-hour days. Employees may elect to use their accrued and unused sick leave, up to the number of hours in each employee's regularly scheduled shift, to complete a funeral leave day. The County may require verification of the need for the leave. For purposes of this Article, immediate family members are defined as an employee's husband, wife, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, grandmother, grandfather, and grandchildren.

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Additional time, if needed, may be allowed by the County Sheriff, but such additional time in excess of 40 hours off with pay, over the course of up to five (5) days as indicated above, shall be charged against the employee's sick leave.

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FOR COUNTY OF AITKIN:

FOR LOCAL NO. 346:

