

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



To: Chairperson, Aitkin County Board of Commissioners Date: 7/5/2012

Via: Patrick Wussow, County Administrator

From: Bobbie Danielson, HR Manager

Title of Item:

Adopt Teamsters Non-licensed Essential Unit MOA Regarding Part-timers

Requested Meeting Date: 7/10/2012 Estimated Presentation Time: 5 minutes

Presenter: Bobbie Danielson

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: salaries 01-252-6101

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) _____

4 PPT employees instead of multiple 67 day temps. Will discuss.

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.

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, the 2011-2013 collective bargaining agreement includes a MOA related to permanent part-time employees that indicates during negotiations for the 2011 collective bargaining agreement, the parties agreed to meet to negotiate language concerning permanent part-time employees if the County decides to hire permanent part-time employees starting in calendar year 2011; and

WHEREAS, the County and has decided to hire permanent part-time employees; and

WHEREAS, the parties met on June 12, 2012 to negotiate language concerning permanent part-time employees.

NOW, THEREFORE, the parties agree to the following language updates concerning permanent part-time employees, effective July 10, 2012. It is understood that only the sentences and/or paragraphs that have been modified are shown below and that all other language in the contract remains intact and is not altered by this Memorandum of Agreement.

ARTICLE 1.

UNION SECURITY

All new regular full-time and permanent part-time employees shall become a member of the Local Union on or after the 91st day of their employment. When an employee does not wish to become a member of the Local Union, they shall make arrangements with the Local Union to pay a Fair Share Fee as provided for by legislation. Each employee in the bargaining unit covered by this Agreement and certification who fails to acquire and maintain membership in the exclusive representative Union shall, beginning on the 91st day following the beginning of such employment or the effective date of this Agreement whichever is later, pay to the Union each month a Fair Share Fee for services rendered by the exclusive representative. The required contribution shall in no instance exceed a pro rata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures. The Employer, upon notification of the exclusive representative of such employees and of the amount of the Fair Share Fee, shall check off said fee each month from the earnings of the employee and transmit the same to the exclusive representative. Students who are employed on a temporary basis shall not be subject to the Fair Share clause.

ARTICLE 3.

EMPLOYMENT STATUS DEFINITIONS

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

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A temporary or seasonal employee is hereby defined as a person hired for a period of time not to exceed six (6) months and they shall be separated from the payroll at the end of such period. At the time of hiring, temporary and seasonal employees will be notified that their employment is temporary or seasonal and that they shall accrue no rights under this Agreement for such periods of time worked. Successive appointments to temporary or seasonal positions will not be made unless mutually agreed to between the County and the Union.

A permanent part-time employee is hereby defined as a person hired to work less than a regular full-time employee on a regular basis, typically between 14 and 29 hours per week on average. Part-time employees who work less than 14 hours per week on average are not covered by this Agreement.

ARTICLE 5.

SENIORITY

The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment as a regular full-time or permanent part-time employee, provided, however, that no time prior to discharge or quit shall be included. The employee's seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement.

The policy of seniority shall prevail to regular full-time and permanent part-time employees.

The seniority list shall be posted and kept up-to-date annually by the Sheriff. A copy of the list shall be made available to the Secretary of Local No. 346. Said seniority list shall contain the name and starting date of each employee. Permanent part time employees shall be carried on the bottom of the list in proper sequence and the list shall so state that they are part time.

No seasonal employee, permanent part-time employee, or temporary employee shall exceed in seniority a regular employee who fills a full-time position.

In the event the County decides to lay off employees, layoff shall be in the inverse order of seniority by classification. Permanent part-time employees shall be laid off prior to full-time employees. A Jailer being laid off who has greater bargaining unit seniority may bump the least senior Dispatcher. A Dispatcher being laid off who has greater bargaining unit seniority may bump the least senior Jailer. A Senior Jailer/Dispatcher being laid off who has greater bargaining unit seniority may bump the least senior employee in either the Jailer or the Dispatcher classification. An employee being laid off who exercises seniority rights to bump into another classification shall be in a probationary status as to the new position for ninety (90) days.

ARTICLE 8.

Permanent part-time employees will be issued two (2) uniforms.

ARTICLE 10.

WEEKLY HOURS AND OVERTIME RATES

When a regular full-time employee reports to work in accordance with the work schedule without having been previously notified not to report to work or if any employees are called back to work after completing the scheduled work day, or are called out for work during scheduled time off, they shall receive the minimum of two (2) hours pay at time and one-half (1-1/2). When a permanent part-time employee reports to work in accordance with the work schedule without having been previously notified not to report to work, they shall receive a minimum of two (2) hours work, paid at the employee's straight time rate of pay.

ARTICLE 13.

PROMOTIONS

Promotions from permanent part-time employment to regular full-time employment shall be made according to the above paragraph. Full-time employees will be given first consideration over permanent part-time employees when Jail Sergeant positions become available.

ARTICLE 15.

HOLIDAYS

Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for prorated holiday pay. Proration shall be based on full-time hours of 2,080 hours per year.

Seasonal and temporary employees are not eligible for holiday pay.

When a full-time or permanent part-time employee is required to work on any of these holidays, they shall be paid at the rate of time and one-half (1-1/2) in addition to their regular holiday pay.

When a full-time employee does not work on any of the above-named holidays, the holiday shall, nevertheless, count as eight (8) hours' work for the purpose of computing overtime. Full-time employees may elect to use their accrued and unused vacation, up to the number of hours in each employee's regularly scheduled shift, to complete a holiday.

ARTICLE 16.

VACATIONS

Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for prorated vacation pay. Proration shall be based on full-time hours of 2,080 hours per year.

Seasonal and temporary employees are not eligible for vacation pay.

Full-time employees who have taken at least 80 hours of vacation during the calendar year may elect to take straight time pay in lieu of a maximum of 80 hours of earned vacation in December. Such vacation will not be counted as hours worked for the purpose of computing overtime.

Upon termination of employment for any cause, regular full-time and permanent part-time employees shall be paid for any accumulated vacation credits, including prorated payments for periods of less than one (1) year.

ARTICLE 17.

SICK LEAVE:

Section 1.

Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for prorated sick leave pay. Proration shall be based on full-time hours of 2,080 hours per year.

Seasonal and temporary employees are not eligible for paid sick leave.

Section 2.

All regular full-time employees of Aitkin County, who were hired on or before April 1, 2008, after completion of ten (10) years continuous service, shall be entitled to severance pay upon retirement, death, layoff, or resignation. An employee must be laid off for more than one year before being entitled to severance pay. The requirement of ten (10) years continuous service is waived as to any payment of severance pay due to death or retirement pursuant to a bona fide retirement plan. Such severance pay shall be allowed as follows:

Upon layoff for more than one year, retirement, or resignation, the severance benefit will be paid to the eligible full-time employee. In the event of death, the severance pay shall be paid to the employee's estate. The severance pay benefit is eliminated for all employees hired after April 1, 2008.

ARTICLE 18.

PERSONAL LEAVE

A regular full-time employee shall be granted three (3) days (24 hours) personal leave each year, not to be accumulative. Employees may elect to use their accrued and unused vacation, up to the number of hours in each employee's regularly scheduled shift, to complete a personal leave day. Personal leave days shall be granted on a pro-rated basis for full-time employees working a portion of the calendar year.

Permanent part-time, seasonal, and temporary employees are not eligible for personal leave.

ARTICLE 19.

FUNERAL LEAVE

Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated funeral leave if the employee is scheduled to work, but needs time off to make arrangements for or to attend the funeral of an immediate relative, as defined above. Proration shall be based on full-time hours of 2,080 hours per year.

Seasonal and temporary employees are not eligible for paid funeral leave.

ARTICLE 21.

INSURANCE AND BONDS

GROUP HEALTH INSURANCE

Regular full-time employees and their dependents shall be provided with group insurance through the Teamsters Local 346 Health Fund, Benefit Plan E, and effective July 1, 2000, Benefit Plan G. 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:

Part-time employees who work less than ^{30 B.D.}40 hours per week on average are not eligible for health insurance benefits.

LIFE INSURANCE

Permanent part-time employees are not eligible for life insurance.

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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
10th day of July, 2012.

FOR COUNTY OF AITKIN:

FOR LOCAL NO. 346:

