

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

4A
Agenda Item #

To: Chairperson, Aitkin County Board of Commissioners Date: 4/22/2014

Via: Roxy Traxler, Interim County Administrator

From: Bobbie Danielson, HR Manager *Bobbie Danielson*

Title of Item:

Ratify Teamsters Licensed Essential Unit 2014-2016 Collective Bargaining Agreement

Requested Meeting Date: 4/22/2014 Est. 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) *Roxy/budget detail
- 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

BJD

HR Review

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

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To: Aitkin County Commissioners and Interim County Administrator Roxy Traxler
From: Bobbie Danielson, HR Manager 
Date: April 16, 2014
Subject: Teamsters Licensed Essential Unit 2014-2016 Collective Bargaining Agreement

Background Information

Aitkin County and the Teamsters Licensed Essential (Deputy) unit have been in contract negotiations since December 16, 2013. The Agreement covers these job classifications: Deputy Sheriff (13 incumbents), Investigator (2), and Patrol Sergeant (1).

The contract has been updated to include changes shown in the red-lined document attached. Highlights of the wage and insurance proposals are shown below.

Employer's contribution towards health insurance:

Effective January 1, 2014, \$900.00 per month flat dollar contribution. *(Same as Local 49 unit.)*
Effective January 1, 2015, \$920.00 per month flat dollar contribution.
Effective January 1, 2016, \$940.00 per month flat dollar contribution.

(new) 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.

Wages

Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on the wage schedule on January 1 each year of the 2014-2016 Agreement ~~their anniversary date based upon the time interval for each step.~~ In no event shall an employee's wage exceed the maximum of the appropriate wage schedule. ~~For purposes of step progression, the anniversary date for all employees hired before January 1, 2006 will be January 1.~~ All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

Wages (highlights continued)

1/1/2014 – Conversion from HAY scale to new wage scale. Effective January 1, 2014, employees shall be placed on the closest step that provides at least a 1% increase. In no event shall an employee's wage exceed the maximum of the wage schedule.

1/1/2015 – increase wage schedule by 30 cents per hour, plus all employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on the wage schedule on January 1.

1/1/2016 – increase wage schedule by 35 cents per hour, plus all employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on the wage schedule on January 1.

As discussed by the parties, the following language will not be included in the contract. However, the understanding is that retroactivity, hard freeze (no increase to wage schedule and no step movement), and soft freeze (no general increase) are subject to negotiations.

Shift differential increase from \$0.20 to \$0.68 per hour effective January 1, 2014. *(Same as Teamsters Non-licensed Essential unit.)*

Action Requested

Motion to ratify the 2014-2016 Teamsters Licensed Essential Unit collective bargaining agreement and authorize the Chairperson, Interim County Administrator, and HR Manager to sign.

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A G R E E M E N T

By and Between

AITKIN COUNTY

and

***GENERAL DRIVERS, WAREHOUSEMEN,
HELPERS & INSIDE EMPLOYEES
LOCAL UNION NO. 346
(LICENSED ESSENTIAL UNIT)***

Duluth, Minnesota

January 1, 2014 to December 31, 2016

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CONTRACT
2014 - 2016

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PREAMBLE

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

TERMS AND RELATIONS

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

CONDITIONS OF EMPLOYMENT

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and other benefits shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 1.

RECOGNITION

Local Union No. 346, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, shall be recognized as the sole and exclusive collective bargaining agent for all essential licensed employees of the Aitkin County Sheriff's Department, Aitkin, Minnesota, whose service exceeds 67 working days in a calendar year or the lesser of 14 hours per week or 35% of the normal work week, excluding supervisory, confidential and non-licensed essential employees, as set forth in the Certification of Exclusive Representative, BMS Case No. 00-PCE-454, dated October 20, 1999, by the Minnesota Bureau of Mediation Services.

REPRESENTATION

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

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CHECK OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure.

UNION SECURITY

All new regular 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.

TIME OFF

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

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

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ARTICLE 2.

VESTED RIGHT OF MANAGEMENT

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

ARTICLE 3.

EMPLOYMENT STATUS

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

A regular seasonal employee is hereby defined as a person on the active payroll only during the season in which the services are required.

A temporary 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 employees will be notified that their employment is temporary and that they shall accrue no rights under this Agreement for such periods of time worked. Successive appointments to temporary positions will not be made unless mutually agreed to between the County and the Union.

A part-time employee is hereby defined as a person hired to do less than eight (8) hours work per day or less than five (5) days' work per week on a regular basis.

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ARTICLE 4.

PROBATION

All newly hired employees shall serve a one year probationary period of continuous service. During such probationary period they shall not accrue any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the one (1) year probationary period, the employee shall be granted seniority rights from the date of original hire.

During the first 90 days of the probationary period, the employee will not be entitled to any of the benefits provided by this Agreement, except Health Insurance which starts as per the plan specified in Article 21, and sick leave pursuant to Article 17. Upon satisfactory completion of the 90 day period, the employee shall be entitled to all of the benefits provided by this Agreement, except paid holidays, computed from their starting date of employment. Employees will receive only those paid holidays that occur following the completion of a 90 day period.

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 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 employees and seasonal employees.

The seniority list shall be posted and kept up-to-date annually by the Employer. 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. Seasonal and part time employees shall be carried on the bottom of the list in proper sequence and the list shall so state that they are seasonal or part time.

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

Seniority shall terminate if:

1. An employee quits.
2. An employee is discharged for cause and is not reinstated.
3. An employee is absent because of a layoff for a period exceeding one (1) year.

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Any employees accepting a supervisory position outside of the bargaining unit contract covering deputies will be granted a leave of absence and have their seniority frozen as of the date they accepted the new position. Their sick leave benefits shall be carried forward with them to the supervisory unit.

In the event of a reduction in the work force or hours, the employee with the least seniority in the affected classification shall be laid off first. Employees on layoff status shall have the right to recall for a period of one (1) year from their date of layoff when a recall is initiated by the Employer. In the event of a recall employees will be recalled in the inverse order of layoff by classification. In the event of a layoff of a sergeant or investigator, the employee to be laid off may bump the least senior deputy, provided the employee to be laid off has previously held a deputy position in the bargaining unit and has more seniority than the least seniority deputy.

ARTICLE 6.

SCHOOLING

All employees who are required to attend school shall be paid the straight time hourly rate for each day of attendance at school. It is further agreed that they shall be reimbursed for necessary and actual expenses in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts. Any function which requires mandatory attendance shall have the hours counted toward computing weekly overtime.

ARTICLE 7.

SAFETY EQUIPMENT

No employee shall be required to drive a vehicle that does not comply with all state and city safety regulations. All vehicles shall be equipped with adequate heaters, defrosters and matting.

EXPENSES

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

LOSS OR DAMAGE

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

ARTICLE 8.

UNIFORMS

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

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ARTICLE 9.

MEDICAL EXAMINATIONS

Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations not to exceed one in any one year, unless the employee has suffered serious injury or illness during the year. Employees shall receive their regular compensation and shall not be deducted pay for time spent during an examination required by the Employer.

If the employee disagrees with the results of the medical examination required by the Employer, the employee may be examined by a doctor chosen by the employee or the Union. The Employer shall not be required to pay for said examination. The employee and the Union shall provide the Employer with a copy of the second opinion.

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

ARTICLE 10.

WEEKLY HOURS AND OVERTIME RATES

The Sheriff's Department maintains the facilities on a twenty-four (24) hour a day basis. The Employer shall establish work schedules for its employees and shall post the schedules for one (1) week.

In an 8 hour per day schedule: All hours over eight (8) hours per day and 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay.

In a 10 hour per day schedule: All hours over ten (10) hours per day and 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay.

If the needs of the service permit, all employees shall be allowed two (2) fifteen (15) minutes rest breaks in each eight (8) and ten (10) hour shift, at times determined by the work load.

When a regular 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

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scheduled time off, they shall receive the minimum of two (2) hours pay at time and one-half (1-1/2).

Rescue organizations under the control of the Sheriff (including the ATV Posse and similar organizations) may perform duties covered by this Agreement only in the case of an emergency or when all bargaining unit employees (except those on sick leave, workers compensation, vacation or temporary layoff) are engaged in work. An emergency is defined as a circumstance where additional persons are needed to seek to prevent death or serious bodily harm. "Rescue organizations under the control of the Sheriff" do not include search and rescue organizations from other jurisdictions, the civil air patrol, volunteer fire departments, or other similar rescue organizations, and said rescue organizations may be called at the discretion of the Sheriff. This section shall not be interpreted to prohibit the ATV Posse or similar organizations from providing crowd and traffic control at community events or assisting at the annual County fair.

COURT TIME

An employee who is scheduled to appear in court during the employee's scheduled off duty time shall receive a minimum of four (4) hours pay at the employee's regular base rate of pay, unless the court appearance is cancelled by 8:00 a.m. on the date of the scheduled court appearance. This pay shall be used in computing overtime pay. An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimum.

ARTICLE 11.

PAY PERIOD

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

ARTICLE 12.

WORKERS' COMPENSATION

An employee receiving workers' compensation loss of time benefits due to a work-related injury or illness has the option of using accumulated sick leave, personal leave or vacation leave until exhausted to equal the difference between the payment received from workers' compensation and the gross amount the employee would have been paid in a normal pay period. At no time shall the combined total weekly rate of compensation exceed the average weekly wage of the employee on the date of the injury. Employees shall be responsible for benefit deductions that would normally be taken out of their paycheck to the extent not covered by use of the leave benefits as well as after leave balances are exhausted.

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The Employer will continue to contribute its portion of the medical insurance in force when the workers' compensation begins during the period an employee is receiving workers' compensation loss of time benefits due to a work-related injury or illness.

In compliance with the Minnesota Workers' Compensation Act, Minn. Stat. §176.021, subd. 5, and the PERA, workers' compensation wage loss payments are exempt from federal, state, social security tax and PERA deductions and any other deductions that would normally be taken out of the employee's paycheck.

ARTICLE 13.

PROMOTIONS

In filling job vacancies or new positions preference shall be given to those employees oldest in point of service, provided, however, that the qualifications and physical fitness of the employees being considered for the job have to be relatively equal. In judging employee's qualifications for the job, the following factors shall be considered:

1. Ability to perform related work.
2. Attitude.
3. Aptitude.
4. Versatility.
5. Efficiency.
6. Previous work record.
7. Attendance.

Where qualifications and ability are equal, then seniority shall prevail.

All job vacancies or new positions shall be posted on the bulletin board for a period of five (5) weekdays (Monday through Friday) so that the interested employees may have an opportunity to apply. Such notice shall state the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the requirements shall be considered.

The successful applicant shall have a ninety (90) calendar day trial period in which to demonstrate his or her ability to perform the job. During the trial period, either the employee or the County may request that the employee return to their previous position and rate of pay per the collective bargaining agreement without loss of seniority.

The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out. If there is a dispute involving the provisions of this Article it shall be referred to the grievance procedure of this Agreement for resolution.

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ARTICLE 14.

LEAVE OF ABSENCE

Family and Medical Leave - Family and Medical Leave shall be granted in accordance with legal mandates and Aitkin County Policy. Attached Aitkin County Resolution #93-88.

Leave of Absence - Any employee desiring a leave of absence from his or her employment shall secure written permission from the Sheriff. The maximum leave of absence shall be two (2) thirty (30) day periods and may be extended for like periods upon approval of the County Administrator. During the period of absence, the employee shall not engage in gainful employment without prior written approval of the County Administrator. Failure to comply with this provision shall result in the complete loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by the Employer. The employee will provide written notice to the Union of all leaves of absence approved pursuant to this paragraph.

Temporary Lay-Off - A temporary lay-off is defined as a lay-off lasting not more than one (1) year. After such period, the employee shall be considered terminated.

Recall - Recall of an employee shall be provided for in the following manner. Initially, the County shall attempt to locate the employee by telephone. If that attempt is unsuccessful, the Employer shall post a certified or registered letter to the employee's last known address. If the employee fails to respond to said letter within a five (5) working day period from the date of receipt of the signed, requested "Return Receipt" or notification from the Post Office that said notice is undeliverable, the employee shall be considered terminated.

ARTICLE 15.

HOLIDAYS

All regular full-time employees shall be entitled to the following paid eight (8) hour holidays:

- | | |
|------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Presidents Day | Veteran's Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | |

When an 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.

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When an 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 for hours worked in excess of forty (40) in any such week. Employees may elect to use their accrued and unused vacation or personal leave, up to the number of hours in each employee's regularly scheduled shift, to complete a holiday.

For the purpose of overtime pay, holidays shall be celebrated on the day on which the holiday falls. Employees may use accrued vacation or comp time at the employee's option, up to the employee's normal scheduled hours.

ARTICLE 16.

VACATIONS

All regular full-time employees shall be granted vacation as follows:

<u>Completed Years of Service</u>	<u>Working Hours Employee May Earn as Vacation Per Year</u>
0 - 3	96
3 - 5	120
5 - 10	144
10 - 15	168
15+	192

The number of hours equivalent to the employee's scheduled shift will be deducted for each day of vacation used.

For the purposes of administering an employee's vacation time earned, the accumulated time will be shown in hours earned on the employees pay stub. An employee may accumulate vacation hours up to a maximum of 280 hours. Vacation hours over the 280 hours maximum will be forfeited as accumulated on the monthly rate until such time as the employee is below the 280 hour maximum.

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.

When an employee is not working because of illness or injury and has exhausted accumulated sick leave, they will be permitted to draw earned vacation pay.

Upon termination of employment for any cause, regular employees shall be paid for any accumulated vacation credits, including prorated payments for periods of less than one (1) year. See also Article 17, Section 3, MSRS HCSP.

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Probationary employees can use vacation after 6 months of employment.

ARTICLE 17.

SICK LEAVE:

Section 1. Sick Leave

Full-time (probationary and non-probationary) employees shall be entitled to eight (8) hours of sick leave with pay for each month of continuous employment. Unused sick leave may be accumulated up to a maximum of nine hundred sixty (960) hours. Employees begin earning sick leave as of the day of employment and may use sick leave during the probationary period.

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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: child, step child, adult child, spouse, sibling, parent, grandparent, or step parent.

Employees must notify the employee's supervisor or sick leave usage prior to employee's starting time, unless an emergency prevents the employee from doing so. The Sheriff at his/her discretion may require a doctor's certificate showing the nature of an injury or illness.

Section 2. Severance Pay

All regular 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:

Retirement pursuant to a bona fide retirement plan or death.	100% of unused sick leave
Retirement, resignation, or a voluntary quit with a 40 day maximum	50% of all unused sick leave

Upon layoff for more than one year, retirement, or resignation, the severance benefit will be paid to the eligible employee. In the event of death, the severance pay shall be paid

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to the employee's estate. The severance pay benefit is eliminated for all employees hired after April 1, 2008.

Section 3. MSRS HCSP

For employees who have met age and service requirements necessary to receive an annuity from PERA or who are receiving a disability benefit from PERA, the County will deposit 100% of the employee's severance pay and accrued but unused vacation into a MSRS HCSP account upon retirement or resignation in good standing.

ARTICLE 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 prorated basis for employees working a portion of the calendar year.

ARTICLE 19.

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 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 employee's sick leave.

As an example, 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

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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.

ARTICLE 20.

RETIREMENT

Retirement benefits, specifically PFERA and PERA, will be provided to each employee covered by this Agreement as required by state statute.

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

Effective January 1, 2014, \$900.00 per month flat dollar contribution.

Effective January 1, 2015, \$920.00 per month flat dollar contribution.

Effective January 1, 2016, \$940.00 per month flat dollar contribution.

Deleted: 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, 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 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.¶

Deleted: Effective January 1, 2011, \$770.00 per month flat dollar contribution.¶
Effective January 1, 2012, \$810.00 per month flat dollar contribution.¶
Effective January 1, 2013, \$855.00 per month flat dollar contribution. ¶

In no event will the Employer's contribution exceed the actual cost of the coverage. Any additional amount due shall be paid by the employee. Notwithstanding anything herein contained, it is agreed that in the event the County is delinquent in the payment of its contribution to the Health and Welfare Program in effect for the employees covered under this contract, the Local Union shall have the right to take such legal action as they deem necessary until such delinquent payments are made. It is further agreed that in the event that action is taken, the County shall be responsible to the employees for losses resulting therefrom.

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

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

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LIABILITY INSURANCE

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

LIFE INSURANCE

The Employer agrees to provide and pay for a life insurance policy of \$15,000 for all regular employees and to provide life insurance coverage in the amount of \$10,000 for their spouses and dependents up to age 26.

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BONDS AND PREMIUMS

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

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

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

ARTICLE 22.

INDIVIDUAL AGREEMENT

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

JOB STEWARD

Aitkin County and the Aitkin County Sheriff recognize the right of the Union to designate Job Stewards to handle such Union business as may from time to time be delegated to the Job Stewards by the Union. The Employer shall be notified in writing of the names of the employees designated as Job Stewards.

ARTICLE 23.

GRIEVANCE PROCEDURE

23.1 Definition of a Grievance

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A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

23.2 Union Representatives

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

23.3 Processing of a Grievance

It is recognized and accepted by the Union 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 the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union 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 that the employee and the Union 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.

23.4 Procedure

Grievances, as defined by Article 23 shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer (Sheriff). The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. 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 Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative (Human

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Resources Manager). The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative (County Administrator). The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

23.5 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, 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 way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following 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 binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement 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 Union. Each party shall be responsible for compensating its own representatives 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

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of the proceedings, the cost shall be shared equally.

23.6 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 Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in each step.

23.7 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 Article 23 or to another procedure such as Veterans Preference. If appealed to any procedure other than Step 4, the grievance shall not be subject to the arbitration procedure provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be used – Step 4 of this grievance procedure, or an alternative procedure. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commissioner unless allowed by law.

23.8 Postmark

A grievance shall be considered to have been presented within the time limits set forth in this Article if it is postmarked within the time limits specified. The Employer's written response to a grievance shall be considered to have been made within the time limits set forth in this Article if it is postmarked within the time limits specified.

ARTICLE 24.

SUSPENSION

An employee may be temporarily suspended for just cause after the investigation. The employee shall be notified of the reason for the suspension seven (7) calendar days prior to the date of suspension except in emergency. If the employee believes that the suspension is without just cause, or that the period of suspension is unwarranted, the employee shall have the right to appeal by invoking the normal grievance procedure within twenty-one (21) calendar days of the date of suspension. If it is determined without just cause, the employee shall be reinstated immediately and shall receive full pay lost as the result of the suspension.

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ARTICLE 25.

DISCHARGE

This Article 25 shall pertain to discharge cases only.

An employee who has completed the required probationary period shall be discharged only for just cause after an investigation. An action to discharge an employee shall be taken by the appointing authority only after a meeting has been held between the designated Union representative and employee, and the County Administrator or a subcommittee thereof or the County Board's designee. The employee and the Union shall be given written notice of the charges against the employee and of the meeting date and time at least ten (10) calendar days prior to the meeting. The Union and the employee shall be present at the meeting, and the Union shall present information relevant to the proposed discharge and may present witnesses and evidence. The Employer 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 23 of this Agreement.

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

ARTICLE 26.

WAGES

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

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Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on the wage schedule on January 1 each year of the 2014-2016 Agreement. In no event shall an employee's wage exceed the maximum of the appropriate wage schedule. All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

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Shift Differential –Effective January 1, 2014, employees will receive shift differential of \$0.68 per hour for hours worked from 6:00 p.m. to 6:00 a.m.

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ARTICLE 27.

SAVINGS AND SEPARABILITY CLAUSE

If any Articles or Sections of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto,

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or the application of such Article or Section to persons or circumstances other than those to which it had been held invalid or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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

ARTICLE 28.

EXPIRATION

The period of this Agreement shall be from the 1st day of January 2014 until the 31st day of December, 2016 and shall continue in full force and effect from year to year thereafter, unless written notice of intention to terminate or modify this Agreement is given by either party to the other party sixty (60) days prior to the date of expiration or any anniversary thereof. Such notice may be delivered personally or by certified mail and if by mail, the notice must be received sixty (60) days prior to the expiration or anniversary date thereof. If the notice is to terminate, this Agreement shall then terminate on the anniversary date next following. If the notice is to change or modify, such notice shall specify the changes or modifications demanded.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22th day of April, 2014.

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Secretary/Treasurer, Local No. 346

Chairperson,
Aitkin County Board of Commissioners

President, Local No. 346

Interim County Administrator

Business Agent

Human Resources Manager

Memorandum of Agreement (Comp Time)

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, during negotiations for the 2014-2016 collective bargaining agreement, the parties agreed to provide compensatory time off, on a trial basis, for the duration of the 2014-2016 agreement.

NOW, THEREFORE, the parties agree as follows:

1. At the discretion of the Sheriff, employees shall be permitted to accrue compensatory time off hours in lieu of the overtime pay set forth in Article 10 of the collective bargaining agreement. Compensatory time shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked:
2. Employees must obtain prior approval from the Sheriff or the Sheriff's designee for accrual of compensatory time off in lieu of overtime pay.
3. Use of compensatory time is subject to the prior approval of the Sheriff or the Sheriff's designee and the needs of the Sheriff's Office.
4. It is agreed and understood that the use of compensatory time shall not result in overtime hours for any other employee of the Sheriff's Office.
5. The maximum compensatory time accrual shall be fifty (50) hours.
6. All accrued and unused compensatory time hours will be paid out at the end of each calendar year so as to not carry a balance forward into each subsequent year.
7. This Memorandum of Agreement will be in effect the date of County Board approval of the 2014-2016 collective bargaining agreement, and it shall sunset on December 31, 2016 and shall be of no effect thereafter.
8. 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 22nd day of April, 2014,

FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

Secretary/Treasurer, Local No. 346

Chairperson,
Aitkin County Board of Commissioners

President, Local No. 346

Interim County Administrator

Business Agent

Human Resources Manager

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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT
CONTRACT

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Memorandum of Agreement (Permanent Part-time Employees)

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, during negotiations for the 2014 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 2014.

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NOW, THEREFORE, the parties agree as follows:

1. If the County decides to hire permanent part-time employees, the parties will meet to negotiate language concerning part-time employees.
2. This Memorandum of Agreement will be in effect the date of County Board approval of the 2014 bargaining agreement.
3. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 22nd day of April, 2014.

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FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

Secretary/Treasurer, Local No. 346

Chairperson,
Aitkin County Board of Commissioners

President, Local No. 346

Interim County Administrator

Business Agent

Human Resources Manager

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APPENDIX A: 2014-2016 Wage Schedules

1/1/2014															
	Min/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Max/O
Investigators/Sergeants	\$ 23.50	\$ 24.21	\$ 24.93	\$ 25.68	\$ 26.45	\$ 27.24	\$ 28.06	\$ 28.90	\$ 29.77	\$ 30.66	\$ 31.58	\$ 32.53	\$ 33.51	\$ 34.51	\$ 35.25
Deputies	\$ 22.00	\$ 22.66	\$ 23.34	\$ 24.04	\$ 24.76	\$ 25.50	\$ 26.27	\$ 27.06	\$ 27.87	\$ 28.71	\$ 29.57	\$ 30.45	\$ 31.37	\$ 32.31	\$ 33.00

Effective January 1, 2014, employees shall be placed on the closest step that provides at least a 1% increase. In no event shall an employee's wage exceed the maximum of the wage schedule.

1/1/2015															
	Min/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Max/O
Investigators/Sergeants	\$ 23.80	\$ 24.51	\$ 25.23	\$ 25.98	\$ 26.75	\$ 27.54	\$ 28.36	\$ 29.20	\$ 30.07	\$ 30.96	\$ 31.88	\$ 32.83	\$ 33.81	\$ 34.81	\$ 35.55
Deputies	\$ 22.30	\$ 22.96	\$ 23.64	\$ 24.34	\$ 25.06	\$ 25.80	\$ 26.57	\$ 27.36	\$ 28.17	\$ 29.01	\$ 29.87	\$ 30.75	\$ 31.67	\$ 32.61	\$ 33.30

1/1/2016															
	Min/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Max/O
Investigators/Sergeants	\$ 24.15	\$ 24.86	\$ 25.58	\$ 26.33	\$ 27.10	\$ 27.89	\$ 28.71	\$ 29.55	\$ 30.42	\$ 31.31	\$ 32.23	\$ 33.18	\$ 34.16	\$ 35.16	\$ 35.90
Deputies	\$ 22.65	\$ 23.31	\$ 23.99	\$ 24.69	\$ 25.41	\$ 26.15	\$ 26.92	\$ 27.71	\$ 28.52	\$ 29.36	\$ 30.22	\$ 31.10	\$ 32.02	\$ 32.96	\$ 33.65

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