



Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: 3/14/2017

Title of Item: Ratify Teamsters Supervisory Unit 2017-2018 Agreement

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*
<i>*provide copy of hearing notice that was published</i>		

Submitted by: Bobbie Danielson	Department: Administration/HR
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Presenter (Name and Title): Bobbie Danielson, HR Director	Estimated Time Needed: 0~consent agenda
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Summary of Issue:

A tentative agreement (TA) was reached on 2/21/2017. The Teamsters Supervisory Unit will vote on 3/13/2017. Results are pending at agenda deadline. The TA includes a 2-year duration 2017-2018. Includes pattern wage settlement for 2017 and 2018 and conversion from the Teamsters Health Fund plan to PEIP on 4/1/2017. The Personal Leave Article was modified 1/1/2018. Christmas Eve 2018 (Monday) recognized by MOA with 8 personal hours. Plus misc language updates. A red-lined copy is attached.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Contingent upon ratification by the union, motion to ratify the Teamsters Supervisory Unit 2017-2018 Collective Bargaining Agreement and authorize the Chairman, County Administrator, and HR Director to sign.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No Please Explain:

AGREEMENT

By and Between

AITKIN COUNTY

and

TEAMSTERS GENERAL LOCAL UNION NO. 346

Duluth, Minnesota

SUPERVISORY UNIT

January 1, 2017

through

December 31, 2018

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TEAMSTERS SUPERVISORY UNIT

AGREEMENT

By and Between

AITKIN COUNTY

AND

**TEAMSTERS GENERAL LOCAL UNION NO. 346
(Supervisory Unit)**

PREAMBLE

Aitkin County, hereinafter referred to as the "Employer" and the Teamsters General Local Union No. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, 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.

ARTICLE I

Section 1. RECOGNITION

Local Union No. 346, affiliated with the International Brotherhood of Teamsters, shall be recognized as the sole and exclusive Collective Bargaining agent for the Supervisory Unit as set forth in the Certification of Exclusive Representative, Case No. 95-PCE-1521, dated the 3rd day of May 1995, by the Bureau of Mediation Services, State of Minnesota.

Section 2. 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.

Section 3. CHECKOFF

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.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this section.

(New) Section 4. TIME OFF

The Employer 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 Employer's operations due to lack of available employees.

Comment [BD2]: New Section

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.

ARTICLE 2

VESTED RIGHT OF MANAGEMENT

The right to employ, transfer, direct and discipline employees and the management of the property and equipment of the 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 through 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 Aitkin 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 full-time permanent position.

ARTICLE 4

Section 1. PROBATION

All employees newly hired in a position covered by this Agreement, except the position of Undersheriff, shall serve a one (1) year probationary period of continuous service. During such probationary period they shall be subject to dismissal for any reason without recourse to the grievance procedure.

During the first ninety (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 15. Upon satisfactory completion of the ninety (90) day period, the employee shall be entitled to all of the benefits provided by this Agreement, except paid holidays, and long term disability, computed from their starting date of employment. Long term disability benefits shall commence following six (6) months of probation.

Employees who have completed their probationary period as outlined for the Deputy/Jailer Dispatcher Bargaining Unit shall be entitled to immediate coverages for all benefits upon transfer to a position with the Supervisory Unit.

Section 2. TRANSFER OF EMPLOYEES FROM THE TEAMSTERS LICENSED ESSENTIAL UNIT OR NON-LICENSED ESSENTIAL UNIT TO THE SUPERVISORY UNIT:

Any employees accepting a supervisory position outside of the Teamsters Licensed Essential Unit or Non-licensed Essential Unit will be granted a leave of absence and have their seniority and sick leave benefits frozen as of the date they accepted the new position.

Section 3. TERMINATION OF APPOINTMENT - UNDERSHERIFF

The Undersheriff serves in a unique position of trust and in a confidential relationship with the Sheriff. The parties therefore agree that the Sheriff may terminate the appointment of the Undersheriff at any time, upon written notice and without cause. The parties further agree that termination of the appointment of the Undersheriff is not and shall not be construed as disciplinary action, and said termination of appointment is not subject to the grievance procedure of this Agreement. Upon termination of appointment, the Undersheriff may elect to return to the previous position held in an Aitkin County non-supervisory bargaining unit, provided he/she holds more seniority in that bargaining unit than the least senior employee in the applicable job class. Termination from employment with Aitkin County is subject to the Grievance Procedure.

ARTICLE 5

Section 1. EXPENSES

In accordance with the established policy of the County of Aitkin on presentation of expense

report with receipts, 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.

Section 2. 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 6

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.

ARTICLE 7

MEDICAL EXAMINATION

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 (1) in any one (1) 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, 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 8

WORK HOURS

The Sheriff's Department maintains the facilities on a twenty-four (24) hour a day basis. Supervisory personnel may be required to respond on a twenty-four (24) hour a day basis. The normal work week is forty (40) hours. However, it is expected that employees will provide service necessary to carry out the functions of the position. This includes weekends and nights as required.

ARTICLE 9

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 10

Section 1. FAMILY AND MEDICAL LEAVE

Eligible employees will be granted FMLA in accordance with legal mandates and County policy.

Section 2. LEAVE OF ABSENCE

Any employee desiring leave of absence from his or her employment shall secure written permission from the County Administrator. 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. An employee who engages in gainful employment while on a leave of absence shall be deemed to have voluntarily quit employment with Aitkin County. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payment before leave may be approved by the Employer.

Section 3. PERSONAL LEAVE

Effective January 1, 2017, a regular employee shall be granted four (4) days (32 hours) personal leave each year, not to be accumulative. Personal leave days shall be granted on a pro-rated basis for employees working a portion of the calendar year.

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Effective January 1, 2018, 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 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 11

HOLIDAYS

The following are designated holidays:

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

When any of the above-named holidays fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday.

ARTICLE 12

Section 1. VACATIONS

Regular full-time employees shall be granted vacation based on length of County employment as follows:

<u>Completed Years of Service</u>	<u>Rate of Accumulation of Vacation Days Per Month of Work</u>	<u>Working Days Employee May Earn as Vacation Per Year</u>
0-3	1.0	12
3-5	1.25	15
5-10	1.50	18
10-15	1.75	21
15+	2.0	24

Upon termination of employment, permanent employees shall be paid for any accumulated vacation credits, unless the employee is terminated for just cause.

Section 2. MAXIMUM ACCRUAL

Employees are expected to use their accumulated vacation within the year of accrual. Vacation leave may be accumulated up to a maximum of 280 hours. Vacation hours over 280 hour maximum shall be forfeited as accumulated on a monthly basis until such time as the employee is below the 280 hour maximum.

Section 3. VACATION CASH OUT

Employees who have used at least twelve (12) vacation days in the previous twelve (12) month period may elect pay in lieu of accumulated vacation hours, for up to ten (10) days once in any calendar year.

ARTICLE 13

SICK LEAVE BENEFITS/CARE OF RELATIVES

Full-time (probationary and non-probationary) employees are allowed to accumulate sick leave at the rate of eight (8) hours per month of continuous employment. Employees are allowed to accumulate up to a maximum of 960 hours (120 working days) of sick leave. Upon separation, employees shall not be paid for any unused sick leave.

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 Sheriff or designee, at his/her discretion, may require a doctor's certificate showing the nature of an injury or 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.

The County may require a doctor's certificate for the need of an employee's absence. Employees who have completed their probationary period as outlined for the Deputy/Jailer Bargaining Unit shall be entitled to immediate coverages for all benefits upon transfer to a position within the Supervisory Unit.

ARTICLE 14

RETIREMENT

The parties agree and understand that PERA retirement benefits are governed by Minnesota statutes.

ARTICLE 15 **INSURANCE AND BONDS**

Section 1A. GROUP HEALTH INSURANCE

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Section 1A Effective January 1, 2017 - March 31, 2017

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 through Benefit Plan G. The employer's contribution toward the total premium for group insurance shall be as follows:

Effective January 1, 2017, ~~\$1,000~~ per month flat dollar contribution.

Deleted: Effective January 1, 2014, \$900.00 per month flat dollar contribution. ¶
Effective January 1, 2015, \$920.00 per month flat dollar contribution. ¶

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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 by 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.

This Section 1A becomes void on March 31, 2017, end of day.

Section 1B. Effective April 1, 2017:

The Employer agrees to offer a Group Health Insurance plan equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

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.

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

<u>HSA Compatible Plan</u>	<u>Employer's Share of the Premium per month</u>	<u>Employee's Share of the Premium per month</u>
<u>Single</u>	<u>\$502.48 per month for 2017.</u> <u>To be determined for 2018.</u>	<u>\$0/month for 2017.</u> <u>\$0/month for 2018.</u>
<u>Single + 1</u>	<u>\$1,005.24 per month for 2017.</u> <u>To be determined for 2018.</u>	<u>\$150.00/month for 2017.</u> <u>\$150.00/month for 2018.</u>
<u>Family</u>	<u>\$1,142.82 per month for 2017.</u> <u>To be determined for 2018.</u>	<u>\$300.00/month for 2017.</u> <u>\$300.00/month for 2018.</u>

The Employer's contribution shall not exceed the cost of the premium.

The employer may offer a waiver plan by county policy.

The employee may "buy up" to available higher cost plans by paying the premium difference. However, note, there is no employer HSA contribution offered on the higher cost plans.

Effective April 1, 2017, the Employer shall make a contribution to each eligible employee's HSA account, pro-rated by pay period [over 24 pay periods per calendar year], as follows:

<u>Single</u>	<u>\$2,260 per year, pro-rated by pay period</u>
<u>Single + 1</u>	<u>\$3,260 per year, pro-rated by pay period</u>
<u>Family</u>	<u>\$3,260 per year, pro-rated by pay period</u>

Eligible employees will receive a pro-rated HSA contribution for all pay periods in which the employee is in a compensated payroll status or on FMLA.

The Employer shall be obligated to make only one (1) HSA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom

the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

(Jeff: Just a note for your discussion purposes, the pro-rated HSA amount for 4/1/2017 - 12/31/2017 is \$1695 for Single, \$2445 for Single+1 or Family.)

Section 2. 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.

Section 3. LIFE INSURANCE

The County Board agrees to provide and pay for a life insurance policy of \$15,000.00 for all employees and to provide life insurance coverage in the amount of \$10,000.00 for their spouses and dependents to age 26.

Section 4. 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 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.

Section 5. LONG TERM DISABILITY

The County shall provide long-term disability insurance to supervisory employees at no cost to the employee. Said insurance shall take effect upon completion of six (6) months probationary period as defined in Article 4.

ARTICLE 16

Section 1. 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.

ARTICLE 17

Section 1. GRIEVANCE PROCEDURE

Crucial to the cooperative spirit with which this Agreement is made and in the sense of fairness and justice brought by the parties to the adjudicator of employee grievance, should an employee feel that their rights and privileges under this Agreement have been violated, they shall consult with their Union Steward. The Steward shall arrange for a Step 1 grievance meeting. Discharges shall be handled as specified in Article 19, except as provided in Article 4 of this Agreement. Any such dispute, complaint or grievance shall be deemed to have been waived if not presented in writing by the aggrieved employee within fourteen (14) calendar days following the known occurrence out of which the grievance arose or from the first date of which the grievance could reasonably be assumed to be known.

Any controversy arising out of the interpretation of, or adherence to, the terms and provisions of this Agreement shall be settled by the grievance procedure hereinafter set forth: Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement, or should there be any complaint or grievance by an employee, the Union or the Employer, an earnest effort shall be made to settle such differences immediately under the following procedure:

Step 1.

Between the employee affected, Steward, and Human Resources Director.

Step 2.

Should the Union feel that the reply of the Human Resources Director is unsatisfactory, the Union shall immediately submit the facts in writing to the County Administrator. The parties shall arrange for a meeting within five (5) calendar days for negotiation of the issue. If the parties desire, a representative of the Union and a representative of the Employer shall attend said meetings. If the issue remains unresolved it shall be submitted within ten (10) calendar days to arbitration in accordance with Step 3.

Step 3.

Any dispute, difference or grievance relative to the interpretation of or adherence to the terms of this Agreement which has not been concluded through the above procedure within ten (10) calendar days after reduction in writing in the manner hereinabove provided, the matter may be referred by either party within five (5) calendar days to a neutral arbitrator to be mutually agreed upon by the representatives of the parties. Should the representatives of the Union and the Employer fail to agree upon a neutral arbitrator within five (5) additional calendar days, the neutral arbitrator shall be appointed as follows:

Section 2. ARBITRATOR'S AUTHORITY

The Commissioner of the Minnesota Bureau of Mediation Services shall be called upon to submit a panel of seven (7) neutral arbitrators. After said panel has been submitted to the parties by the Bureau of Mediation Services, the Neutral arbitrator shall be selected by striking six (6) names. The first strike to be determined by drawing lots, the seventh remaining name shall be the

neutral arbitrator. The decision of the arbitrator shall be final and binding on the Union, the Employer and any employee affected in a controversy so settled. If either party fails to abide by the decision of the arbitrator, the parties will then be allowed to use whatever legal recourse they deem necessary. The Union and the Employer shall share equally any cost for the arbitrator. The arbitrator shall not add to, subtract from, or vary the terms of this Agreement. The arbitrator shall only determine issues submitted in writing. All decisions must be rendered in accordance with the language of this Agreement or written interpretation pertaining thereto signed by the parties to this Agreement or their representatives.

Section 3. 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 written agreement of the Employer and Union in each step.

Section 4. CHOICE OF REMEDY

If as a result of the written Employer response in Step 2 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 3 of this grievance procedure or to another procedure such as Veterans Preference or Fair Employment. If appealed to any procedure other than Step 3, the grievance shall not be subject to the arbitration procedure provided in Step 3. The aggrieved employee shall indicate in writing which procedure is to be used – Step 3 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 Commission unless allowed by law.

ARTICLE 18

DISCIPLINE

Section 1. The Employer will discipline employees who have completed the required probationary period only for just cause. A written reprimand, suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article 17 of the Agreement subject to the limitations set forth in Article 17.

Section 2. Written reprimands, suspensions, demotions, and discharges will be in written form. To become part of an employee's personnel file, notices of written reprimand, suspension, demotion or discharge shall be read and acknowledged by signature of the employee. Employees will receive a copy of written reprimands and notices of suspension, demotion, and discharge.

ARTICLE 19

DISCHARGE - *(This Article 19 shall pertain to discharge cases only, except as provided in Article 4 of this Agreement.)*

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. 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 Sheriff and/or Human Resources Director shall have the right to present information, witnesses and evidence at the meeting. This meeting shall be in lieu of Steps 1 and 2 of the Grievance Procedure set forth in Article 17 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 20

SAVINGS AND SEPARABILITY CLAUSE

If any Articles or Section 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, or if any Article, Section or rider is contrary to a state or federal administrative ruling or in violation of state or federal legislation or administrative regulations, the remainder of this contract and any rider thereto, 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 21

WAGES

Section A.

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.

Comment [BD3]: John Drahota and Kara White are eligible for lump sums both years.

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 date of this Agreement until a new Agreement is executed by the parties.

Section B. Overtime Hours: Overtime compensation will be based on status under the Fair Labor Standards Act. All non-exempt employees who are assigned by the Employer to work in excess of 40 hours in a work week shall be compensated for such overtime hours at the rate of one and one-half (1 ½) times the regular straight time rate of pay.

Deleted: 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. ¶

Section C. Termination: Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive wage adjustments.

Section D. (New) An employee who is promoted to a higher paid classification would be placed on the step that results in at least a \$0.25 per hour increase (or \$520/year increase for full-time salaried/FLSA exempt positions). Thereafter, the employee would receive increases as provided for by the Agreement.

Section E. (New) 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 (or \$1,560/year increase for full-time salaried/FLSA exempt positions).

ARTICLE 22

MSRS HCSP

This section applies only to employees who were hired on or before April 1, 2008, after completion of ten (10) years continuous service, and who were eligible for severance pay under the Teamsters Licensed or Teamsters Non-licensed collective bargaining agreement prior to promotion to this Teamsters Supervisory unit: 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 23

EXPIRATION

The period of this Agreement shall be from the 1st day of January, 2017, until the 31st day of December, 2018, 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of March, 2017.

AITKIN COUNTY BOARD OF COMMISSIONERS

By: _____
Chairperson

By: _____
County Administrator

By: _____
Human Resources Director

TEAMSTERS GENERAL LOCAL UNION NO. 346

By: _____
Secretary-Treasurer, Local No. 346

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Deleted: _____ 2014

By: _____
President, Local No. 346

By: _____
Business Agent

Teamster's Supervisory Unit
January 1, 2017

Deleted: 4

Undersheriff, Grade 15
Jail Administrator, Grade 14
Assistant Jail Administrator, Grade 10
Dispatch Supervisor / Co-Jail Program Coordinator, Grade 9
STS Coordinator / Co-Jail Program Coordinator, Grade 7

APPENDIX A: Wage Schedules

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2017 3% general adjustment, no steps, effective 1/1/2017															
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/
20	\$ 41.87	\$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
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30	\$46.64	\$48.02	\$49.44	\$50.90	\$52.41	\$53.96	\$55.56	\$57.21	\$58.90	\$ 60.11
18	\$ 38.78	\$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
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.82	\$43.06	\$44.33	\$45.64	\$46.99	\$48.38	\$49.81	\$51.28	\$52.80	\$54.37	\$ 55.53
16	\$ 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	\$ 53.29
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.35	\$39.48	\$40.64	\$41.84	\$43.07	\$44.35	\$45.66	\$47.01	\$48.40	\$49.83	\$ 50.83
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.61	\$37.69	\$38.80	\$39.94	\$41.12	\$42.33	\$43.58	\$44.87	\$46.19	\$47.56	\$ 48.54
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.87	\$35.89	\$36.95	\$38.04	\$39.16	\$40.32	\$41.50	\$42.73	\$43.99	\$45.29	\$ 46.27
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.13	\$34.10	\$35.11	\$36.14	\$37.20	\$38.30	\$39.43	\$40.59	\$41.79	\$43.02	\$ 43.93
11	\$ 27.96	\$28.78	\$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	\$27.91	\$28.73	\$29.57	\$30.44	\$31.33	\$32.25	\$33.20	\$34.17	\$35.18	\$36.22	\$ 36.98
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.17	\$26.94	\$27.73	\$28.54	\$29.37	\$30.24	\$31.12	\$32.04	\$32.98	\$33.95	\$ 34.66
7	\$ 21.78	\$22.42	\$23.07	\$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	\$ 20.24	\$20.83	\$21.43	\$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	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.96	\$21.57	\$22.19	\$22.84	\$23.50	\$24.19	\$24.89	\$25.62	\$26.37	\$27.14	\$ 27.71
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.22	\$19.77	\$20.35	\$20.94	\$21.55	\$22.17	\$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	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00	\$14.40	\$14.81	\$15.24	\$15.67	\$16.12	\$16.59	\$17.07	\$17.56	\$18.06	\$ 18.44

2018 0% general adjustment, plus one step for eligible employees, up to the Maximum 1/1/2018															
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/
20	\$ 41.87	\$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
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30	\$46.64	\$48.02	\$49.44	\$50.90	\$52.41	\$53.96	\$55.56	\$57.21	\$58.90	\$ 60.11
18	\$ 38.78	\$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
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.82	\$43.06	\$44.33	\$45.64	\$46.99	\$48.38	\$49.81	\$51.28	\$52.80	\$54.37	\$ 55.53
16	\$ 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	\$ 53.29
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.35	\$39.48	\$40.64	\$41.84	\$43.07	\$44.35	\$45.66	\$47.01	\$48.40	\$49.83	\$ 50.83
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.61	\$37.69	\$38.80	\$39.94	\$41.12	\$42.33	\$43.58	\$44.87	\$46.19	\$47.56	\$ 48.54
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.87	\$35.89	\$36.95	\$38.04	\$39.16	\$40.32	\$41.50	\$42.73	\$43.99	\$45.29	\$ 46.27
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.13	\$34.10	\$35.11	\$36.14	\$37.20	\$38.30	\$39.43	\$40.59	\$41.79	\$43.02	\$ 43.93
11	\$ 27.96	\$28.78	\$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	\$27.91	\$28.73	\$29.57	\$30.44	\$31.33	\$32.25	\$33.20	\$34.17	\$35.18	\$36.22	\$ 36.98
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.17	\$26.94	\$27.73	\$28.54	\$29.37	\$30.24	\$31.12	\$32.04	\$32.98	\$33.95	\$ 34.66
7	\$ 21.78	\$22.42	\$23.07	\$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	\$ 20.24	\$20.83	\$21.43	\$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	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.96	\$21.57	\$22.19	\$22.84	\$23.50	\$24.19	\$24.89	\$25.62	\$26.37	\$27.14	\$ 27.71
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.22	\$19.77	\$20.35	\$20.94	\$21.55	\$22.17	\$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	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00	\$14.40	\$14.81	\$15.24	\$15.67	\$16.12	\$16.59	\$17.07	\$17.56	\$18.06	\$ 18.44

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2014			
Grade	Minimum/A	B	C
15	\$ 32.50	\$ 33.48	\$ 34.46
14	\$ 31.00	\$ 31.93	\$ 32.86
10	\$ 25.00	\$ 25.75	\$ 26.50
9	\$ 23.50	\$ 24.21	\$ 24.92
7	\$ 20.50	\$ 21.12	\$ 21.74

(JD StF, DH StD, KW StG, PS StE)
Effective January 1, 2014, employees s/

2015			
Grade	Minimum/A	B	C
15	\$ 32.80	\$ 33.78	\$ 34.76
14	\$ 31.30	\$ 32.23	\$ 33.18
10	\$ 25.30	\$ 26.05	\$ 26.80
9	\$ 23.80	\$ 24.51	\$ 25.22
7	\$ 20.80	\$ 21.42	\$ 22.04

2016			
Grade	Minimum/A	B	C
15	\$ 33.15	\$ 34.13	\$ 35.11
14	\$ 31.65	\$ 32.58	\$ 33.56
10	\$ 25.65	\$ 26.40	\$ 27.15
9	\$ 24.15	\$ 24.86	\$ 25.57
7	\$ 21.15	\$ 21.77	\$ 22.39

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Memorandum of Agreement (8 Hours Personal Leave)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the Teamsters General 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 2017-2018 collective bargaining agreement, the union expressed interest in adding Christmas Eve as a holiday; and

WHEREAS, the County indicated its interest in maintaining open facilities on Christmas Eve and is not interested in adding Christmas Eve as a holiday; and

WHEREAS, in the spirit of compromise with the expedited settlement, the parties agreed that one-time, on December 24, 2018, 8 hours of personal leave would be provided to active (probationary and non-probationary) full-time employees.

NOW, THEREFORE, the parties agree as follows:

1. The parties agree these 8 hours of personal leave granted on December 24, 2018, will be administered in accordance with the existing Personal Leave Article (Article 18) and that prior supervisory approval is required.
2. The parties agree these personal leave hours will not be stacked in any way to generate overtime pay.
3. 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 14th day of March, 2017.

FOR LOCAL NO. 346: _____ FOR COUNTY OF AITKIN: _____

Secretary/Treasurer, Local No. 346 Chairperson,
Aitkin County Board of Commissioners

President, Local No. 346 County Administrator

Business Agent Human Resources Director