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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT 2017 - 2018 2019 - 2020	
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AITKIN COUNTY	Formatted: Font color: Text 1 Formatted: Centered
and	Formatted: Font color: Text 1
TEAMSTERS GENERAL LOCAL UNION NO. 346 (LICENSED ESSENTIAL UNIT)	
Duluth, Minnesota January 1, <mark>2017<u>2019</u> to December 31,</mark>	Formatted: Font color: Text 1
2018 2020	Formatted: Font color: Text 1

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PREAMBLE

Aitkin County, hereinafter referred to as the "Employee" 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.

Section 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.

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. Formatted: Font color: Text 1

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Section 3. 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.

Section 4. 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.

(A) 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 initiation fees and dues established by the Union from the wages of all employees expressly authorizing, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated officers of the Union.

(B) 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.

Section 5. TIME OFF

(A) The Employer agrees to grant reasonable and necessary time off, without discriminationor 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. Formatted: Font color: Text 1

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(B) 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.

AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

2017 - 2018 2019 - 2020

ARTICLE 2.

Section 1. VESTED RIGHT OF MANAGEMENT

The right to employ, transfer, direct and discipline employees and the management of the propertyand 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.

Section 1. EMPLOYMENT STATUS

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

(B) A regular seasonal employee is hereby defined as a person on the active payroll onlyduring the season in which the services are required.

(C) 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.

(D) 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. Formatted: Font color: Text 1

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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

2017 - 2018 2019 - 2020

ARTICLE 4.

Section 1. PROBATION

- (A) 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.
- (B) During the first 90 days of the probationary period, the employee will not be entitled to anyof the benefits provided by this Agreement, except Health Insurance which starts as per the plan specified in Article 20, and sick leave pursuant to Article 16. 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.

Section 1. SENIORITY

- (A) 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.
- (B) The policy of seniority shall prevail to regular employees and seasonal employees.
- (C) The seniority list shall be posted and kept up-to-date annually by the Employer. A copy ofthe 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.
- (D) No seasonal employee, part-time employee, or temporary employee shall exceed in seniority a regular employee who fills a full-time position.
- (E) Seniority shall terminate if:
 - 1. An employee quits.

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2. An employee is discharged for cause and is not reinstated.

 An employee is absent because of a layoff for a period exceeding one (1) year, period exceeding one (1) year.

(F) Any employees accepting a supervisory employee who is elected (or appointed mid-term and then elected during the upcoming term of office) to the position outside of the bargaining unit contract covering deputies will be granted of Sheriff is entitled to a leave of absence and have their seniority frozen without pay for up to 10 years, with right of reinstatement as ofprovided in MN Statute 3.088. The 10 year leave of absence starts on the date they accepted the neware elected (not appointed mid-term) to office. Their accrued vacation and severance pay (if eligible) will be paid out at the time they leave the position. Their covered by this Agreement and are first sworn in as Sheriff (appointed mid-term or elected) so a balance is not carried on the books.

(G) Any employee who is appointed to the position of Undersheriff is entitled to a leave of absence without pay for up to 10 years and their accrued vacation, personal leave, and sick leave benefits shallwill be carried forward with them to the supervisory unit.

(H) In the event of a reduction in the work force or hours, the employee with the least seniorityin 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.

Section 1. 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.

Section 1. 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.

Section 2. EXPENSES

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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.

Section 3. LOSS OR DAMAGE

Section 1. UNIFORMS

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.

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. Section 1. MEDICAL EXAMINATIONS (A) 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. (B) 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

(C) 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.

and the Union shall provide the Employer with a copy of the second opinion.

ARTICLE 10.

Section 1. WEEKLY HOURS AND OVERTIME RATES

- (A) 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.
- (B) In an 8 hour per day schedule: All hours over eight (8) hours per day and 40 hours perweek shall be paid at one and one-half (1-1/2) times the rate of pay.
- (C) In a 10 hour per day schedule: All hours over ten (10) hours per day and 40 hours perweek shall be paid at one and one-half (1-1/2) times the rate of pay.
- (D) 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.

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When a regular employee reportsSection 2. COMP TIME

(A) At the discretion of the Sheriff, employees shall be permitted to work accrue compensatory time off hours in lieu of the overtime pay as set forth in Article 10.

(B) Compensatory time shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked.

- 2-(C) Employees must obtain prior approval from the Sheriff or the Sheriff's designee foraccrual of compensatory time off in lieu of overtime pay.
- 3.(D) 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.(E) It is agreed and understood that the use of compensatory time shall not result inovertime hours for any other employee of the Sheriff's Office.

5-(F) The maximum compensatory time accrual shall be fifty (50) hours.

6-(G) All accrued and unused compensatory time hours will be paid out at the end of eachcalendar year so as to not carry a balance forward into each subsequent year.

accordance with the work schedule without having been previously notified not to report to work or if

Section 3. CALL-BACK PAY / CALL-OUT PAY

If any employees are called back to work after completing the scheduled work day, or are calledout for work during scheduled time off, they shall receive the minimum of two (2) hours pay at time and one-half (1-1/2).

Section 4. RESCUE ORGANIZATIONS

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Rescue organizations under the control of the Sheriff (including the ATV Posse and similarorganizations) 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.

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Section 5. 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 86:00 ap.m. onprior to the datebusiness day 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.

Section 1. 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.

Section 1. PROMOTIONS

(A) In filling job vacancies or new positions preference shall be given to those employeesoldest 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.

(B) All job vacancies or new positions shall be posted on the <u>bulletin-beardintranet</u> for a periodof 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. Formatted: Font color: Text 1

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- (C) 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.
- (D) The Employer may make immediate temporary assignments to fill any vacancy or newposition 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.

Section 1. LEAVE OF ABSENCE

ARTICLE 13.

(A) Family and Medical Leave - Eligible employees will be granted FMLA in accordance with legal mandates and County policy.

(B) Leave of Absence – Any employee desiring a leave of absence from his or heremployment 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.

- (C) 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.
- (D) 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.

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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

2017 - 2018 2019 - 2020

	ARTICLE 14.	Formatted: Font color: Text 1
Section 1. HOLIDAYS		Formatted: Font color: Text 1
(A) All regular full-time	e employees shall be entitled to the following paid eightholidays (8)-hour	Formatted: Font: 12 pt, Font color: Text 1
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Presidents Day	Veteran's Day	Formatted: Font: 12 pt, Font color: Text 1
Martin Luther King Day	Thanksgiving Day	Formatted: Font color: Text 1
Good Friday	Friday after Thanksgiving Day	Formatted: Indent: First line: 0"
Memorial Day	Christmas Eve 4 hours if the day falls on a Monday through Thursday Christmas Day	Formatted: Font color: Text 1
Fourth of Ju		Formatted: Font color: Text 1
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(B) When an employe	e is required to work on any of these holidays, they shall be paid at the	Formatted: Font color: Text 1
 rate of time and one-half (1-1/2) in addition to their regular holiday pay. (C) When an employee does not work on any of the above-named holidays, the holiday shall, a 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 		Formatted: Indent: First line: 0"
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employee's regula	rly scheduled shift, to complete a holiday.	Formatted: List Paragraph
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(D) 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.		Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

ARTICLE 15.

Section 1. VACATIONS (A) All regular full-time employees shall be granted vacation as follows:

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

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- (B) The number of hours equivalent to the employee's scheduled shift will be deducted foreach day of vacation used.
- (C) For the purposes of administering an employee's vacation time earned, the accumulatedtime 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.
- (D) Employees who have taken at least 80 hours of vacation duringin the calendar yearprevioustwelve-month period may elect to take straight time pay in lieu of a maximum of 80 hours of earned vacation once in Decemberany calendar year. Such vacation will not be counted as hours worked for the purpose of computing overtime. (See also 2019-2020 MOA attached.)
- (E) 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.
- (F) Upon termination of employment for any cause, regular employees shall be paid for anyaccumulated vacation credits, including prorated payments for periods of less than one (1) year. See also Article 16, Section 3, MSRS HCSP.
- (G) Probationary employees can use vacation after 6 months of employment.

ARTICLE 16.

SICK LEAVE:

Section 1. Sick Leave

(A) Full-time (probationary and non-probationary) employees shall be entitled to eight (8) hoursof 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.

(B) 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 Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT $\frac{2017 - 2018}{2019 - 2020}$ 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.

(C) 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

(A) All regular employees of Aitkin County who were hired on or before April 1, 2008, aftercompletion 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

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

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 17.

Section 1. PERSONAL LEAVE

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Effective January 1, 2017, a regular full time employee shall be granted three (3) days (24 hours) personal leave each year, not to be accumulative. Employees may elect to use their accrued and unused vacation, up to the number of hours in each employee's regularly scheduled shift, to complete a personal leave day. Personal leave days shall be granted on a pro-rated basis for employees working a portion of the calendar year.

- (A) Effective January 1, 2018, full-time (probationary and non-probationary) employees shall be granted twelve (12) hours of personal leave on or about January 1 and July 1, and may accumulate up to 24 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death. 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.
- (B) 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.
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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

2017 - 2018 2019 - 2020

ARTICLE 18.

FUNERALSection 1. BEREAVEMENT LEAVE

(A) When a death occurs in a regular full-time employee's immediate family, the employee maytake 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 twelvehour 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 funeralbereavement 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, brotherspouse, life partner, child, step child, parent, step parent, sibling, step sibling, father-in-law, mother-in-law, grandmother, grandfatherdaughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

- (B) 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.
- (C) Additional time, if needed, may be allowed by the County Sheriff, but such additional timein 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.

(D) As an example, the general intent is as follows: If the employee is working 12 hour shiftsand needs two days off, they would be paid for 24 hours <u>funeralbereavement</u> leave -- or if they are working 10 hour shifts and need two days off, they would be paid for 20 hours <u>funeralbereavement</u> leave -- or if they are working 8 hour shifts and need two days off, they would be paid for 16 hours <u>funeralbereavement</u> 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 <u>funeralbereavement</u> 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 <u>funeralbereavement</u> 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 19.

Section 1. RETIREMENT

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

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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

2017 - **2018** 2019 - 2020

ARTICLE 20.

INSURANCE AND BONDS

Section 1. GROUP HEALTH INSURANCE

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

(A) Regular full-time employees and their dependents shall be provided with group insurancethrough the Teamsters Local 346Joint Council 32 Health Fund, Benefit Plan E, and effective JulyJanuary 1, 2000, Benefit Plan G. 2019, The Employer's contribution toward the total premium for group insurance shall be as follows:

Effective January 1, 20172019, \$1,000160.00 per month flat dollar contribution. Effective January 1, 2020, \$1,180.00 per month flat dollar contribution.

In no event will the Employer's contribution exceed the actual cost of the coverage. Anyadditional 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.

- (B) Coverage starts on the first of the month following date of hire.
- (C)Part-time employees who work less than 30 hours per week on average are not eligible for health insurance benefits.
- (D) In the event the health insurance provisions of this Agreement fail to meet the requirementsof 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 A becomes void on March 31, 2017, end of day.

Section B 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

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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:

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

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:

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

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.

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

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 Employer agrees to provide and pay for a life insurance policy of \$1525,000 for all regular employees and to provide life insurance coverage in the amount of \$1015,000 for their spouses and dependents up to age 26, subject to carrier restrictions.

Section 4. LONG-TERM DISABILITY INSURANCE AND OTHER VOLUNTARY BENEFITS

(A) The Employer shall provide Long Term Disability Insurance reimbursement for full-time permanent employees in accordance with the Personnel Policy. Part-time employees are not eligible for LTD.

(B) Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

Section 4. BONDS AND PREMIUMS

- (A) 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.
- (B) 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.
- (C) If the proper notice is given, the employee shall be allowed thirty (30) days from the dateof 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. LIFE LOCK INSURANCE POLICY

Due to pending pipeline activities, the employer will provide from 1/1/2019 through 12/31/2020 Life Lock Benefit Elite Premium for the employee at \$11.99/month. Any excess premium shall be paid by the employee.

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ARTICLE 21. Formatted: Font color: Text 1

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.

Section 2. 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.

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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT 2017 - 2018 2019 - 2020	
ARTICLE 22.	Formatted: Font color: Text 1
Section 1. GRIEVANCE PROCEDURE	Formatted: Font color: Text 1
2322,1 Definition of a Grievance	Formatted: Font color: Text 1
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.	
2322,2 Union Representatives	Formatted: Font color: Text 1
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.	
2322,3 Processing of a Grievance	Formatted: Font color: Text 1
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.	
2322,4 Procedure	Formatted: Font color: Text 1
Grievances, as defined by Article 22 shall be resolved in conformance with the following procedure:	
<u>Step 1</u> . 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.	

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

<u>Step 3</u>. 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.

<u>Step 4</u>. 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.

2322.5 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 of the proceedings, the cost shall be shared equally.

2322.6 Waiver

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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.

2322,7 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 22 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.

2322,8 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 23.

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.

(A) Disciplinary action, including oral reprimand, written reprimand, suspension without pay, demotion, or discharge, may be imposed upon an employee for just cause. Any disciplinary action imposed may be processed as a grievance through the grievance procedure outlined in Article 22. Oral reprimands may not be processed beyond Step 3 of the grievance procedure. Formatted: Font color: Text 1

(B) Employees have a right to make a clear request for union representation before or during an investigatory interview if the discussion could in any way lead to their being disciplined or terminated.

ARTICLE 24.

Section 1. DISCHARGE AND LOUDERMILL HEARING

(A) This Article 24 shall pertain to discharge cases only.

(B) An employee who has completed the required probationary period shall be discharged onlyfor just cause after an investigation. An action to discharge an employee shall be taken by the appointing authority only after a meetingLoudermill Hearing 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 meetingLoudermill Hearing 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 EmployerThe 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 22 of this Agreement.

(C) In the event the appointing authority proceeds to discharge, then a grievance relating todischarge shall be filed at Step 3 of the Grievance Procedure within fourteen (14) calendar days of the date of the discharge action. Formatted: Font color: Text 1

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ARTICLE 25.

WAGES Section 1. WAGES

(A) Effective January 1, 20172019, employees covered by this Agreement shall be paid in accordance with Appendix A.

1/1/2017 3.0%2019 One-half percent (1/2%) general adjustment, noplus one step increase for eligible employees.

1/1/2017 One-time Lump Sum payment, See Appendix B

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

(B) Effective January 1, 20182020, employees covered by this Agreement shall be paid in accordance with Appendix A.

1/1/2018 02020 1% general adjustment. Employees whose wage is below the maximum

of the

appropriate wage schedule will advance to the next, plus one step on January 1, 2018 increase for eligible employees.

1/1/2018 One time Lump Sum payment, See Appendix B

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

(C)All employees shall remain at their rate of pay at the expiration date of this Agreement untila new Agreement is executed by the parties.

Section 2. Shift Differential

Effective January 1, 2019 Shift Differential Effective January 1, 2017 employees will receive shift differential of \$0.68 per hour for hours worked from 6:00 p.m. to 6:00 a.m.

Effective February 22, 2017, employees will receive shift differential of \$0.80 per hour for hours worked from 6:00 p.m. to 6:00 a.m.

Effective January 1, 2018, employees will receive shift differential of \$0.80 per hour for hours worked from 6:00 p.m. to 6:00 a.m.

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Section 3.

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

Section 4.

- (A) 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. Thereafter, the employee would receive step increases as provided for by the Agreement.
- (B) An employee who posts for a job at a lower classification pay rate or who exercises seniority preference into a lower classification would move to the lower classification at the same longevity step as their previous position.
- (C) An employee whose job classification is upgraded will be placed on the step in the newpay range that results in at least a \$0.75 per hour increase.

ARTICLE 26.

Section 1. SAVINGS AND SEPARABILITY CLAUSE

(A) 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, 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.

(B) In the event that any Article or Section of this Agreement is held invalid or enforcement ofor 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.

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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

2017 - 2018 2019 - 2020

ARTICLE 27.

Section 1. EXPIRATION

The period of this Agreement shall be from the 1st day of January 20172019 until the 31st day of December, 20182020 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 is to terminate, this Agreement shall then terminate on the 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 28th13th day of February, 2017November, 2018.

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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 Director

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Memorandum of Agreement (Comp Time),

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 agreementnegotiated pursuant to the Public Employment Labor Relations Act; and

PIPELINE ACTIVITIES)

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 agreementnegotiated pursuant to the Public Employment Labor Relations Act; and

____WHEREAS, during negotiations for the 2017-20182019-2020 collective bargaining agreement, the

parties agreed to provide compensatory time off, on a trial basis, for the duration of the 2017-2018 agreementdiscussed pipeline activities.

NOW, THEREFORE, the parties agree as follows:

7. At the discretion of the Sheriff, employees shall be permitted to accrue compensatory timeoff 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;

- 8.(H) Employees must obtain prior approval from the Sheriff or the Sheriff's designee foraccrual of compensatory time off in lieu of overtime pay.
- 9.(1) 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.
- 10 (J) 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.
- 11-(K) The maximum compensatory time accrual shall be fifty (50) hours.
- 12.(L) 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.

 The employer is willing to create a Teamsters Workgroup that can meet upon the union's request for dialogue related to safety issues surrounding pipeline activities.

2. Related to vacation sellback in Article 15, if management prohibits use of accrued vacation, the Employer will consider a MOA to temporarily remove the requirement to use at least 80 hours of vacation in the previous twelve-month period during the term of this 2019-2020 contract. [The parties discussed that this is not intended to allow banking time for pay out. Employees are expected to regularly use their accrued time off throughout the calendar year; the intent of this temporary exception is to allow some

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Business Agent	Human Resources Director	
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President, Local No. 346	Interim County Administrator	Formatted: Font color: Text 1
President Legal No. 246		Formatted: Font color: Text 1
Secretary/Treasurer, Local No. 346	Chairperson, Aitkin County Board of Commissioners	
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14.3. This Memorandum of Agreement2020, and constitutes the complete and total- agreement of the parties regarding this matter.		
2018 and shall be of no eff	ect thereafter.	Formatted: Font color: Text 1
the 2017-2018 collective b	ement will be in effect the date of County Board approval of argaining agreement, and it shall sunset on December 31,	Formatted: Font color: Text 1
flexibility if management project, for example]	prohibits use of accrued vacation. i.e. during the pipeline	
	<u>2019 - 2020</u>	
STEREN COONTE SHERTE DE	PARTMENT LICENSED ESSENTIAL UNIT CONTRACT 2017 - 2018	

AITKIN	COUNTY	SHERIFF	DEPARTMENT	LICENSED	ESSENTIAL	UNIT	CONTRACT	
			2017 -	- 2018				
			2019 -	- 2020				

Memorandum of Agreement (Permanent Part-time Employees)

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 20172019-2020 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 20172019 or 2020.

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.
- 2.4. This Memorandum of Agreement will be in effect the date of County Board approval of the 20172019-2020 bargaining agreement.
- 3.5. 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 28th13th day of February, 2017November, 2018.

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

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Business Agent

Human Resources Director

Memorandum of Agreement (8 Hours Personal LeaveEARLY RETIREMENT INCENTIVE)

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 agreementnegotiated pursuant to the Public Employment Labor Relations Act; and

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 bargainingagreement negotiated pursuant to the Public Employment Labor Relations Act, and

WHEREAS, during negotiations for the 2017-20182019-2020 collective bargaining agreement, the union expressed interest in adding Christmas Eve as a holidayPARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

WHEREAS, the employer plans to incorporate an early retirement incentive provision intothe Aitkin County indicated its interestPersonnel Policy manual in maintaining open facilities on Christmas Eve and is not interested in adding Christmas Eve as a holiday; and January 2019,

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 17) 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.

1. Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2019, 2020, and 2021 will have the opportunity to participate.

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

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executed this 28th13th day of February, 2017November, 2018,

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

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Business Agent

Human Resources Director

APPENDIX A WAGE SCHEDULES

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								\$44.33	\$45.64	\$46.99		\$ 49.81	\$51.28	\$52.80	\$ 54.37		5,52				
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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

2017 - 2018 2019 - 2020

APPENDIX B

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Brade	Min	imum/A			<u> </u>	rel Adj		RENT	EA	U N/	s s	IAN	S S	DEPU	JTY SH		RIFF 1 53 12	5		5	\$ 56.32	2	1.9 7.99	5	59.71		61.48	5	6
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20 19 18 17 16	Mini S S S	42.08 40.53 38.97		43.32 41.72 40.12	\$ \$ 5	44.60 42.95 41.31	S S S	RENT ent 1/1/ 0 45 92 44 22 42 52	EA 2019 5 5 5	U N/ 47 28 45.53 43 78	\$ \$ 5 5	48.67 46.87 45 07	5 5 5 5	DEPU 5011 5 48.26 5 46.41 5	H 51.60 49.69 47.78 45.87	S S	I 53 12 51 16 49 19	5 5	52.67 50 65 48.62	5 5	\$ 56.32 54.23 52 15 50.06	2	1.9 7.99 5.84 3.69	5 \$ \$	59.71 57.49 55 28	\$ \$	59.20 56.92		6 6 5 5
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20 19 18 17 16 15 14 13 12 11 10 9 8	Min	42.08 40.59 38.97 37.42 35.87 34.32 32.76 31.21 29.66 20.10 26.55 25.00 23.45	*********	43.32 41.72 40.12 38.52 35.92 33.73 32.13 30.53 28.93 27.33 25.73 25.73 24.13	*****	44,60 42,95 41,31 39,66 38,01 36,36 34,72 33,07 51,42 29,77 28,13 26,48 24,85	S S S S S S S S S S S S S S S S S S S	RENT 0 45 92 44 22 42 52 40 83 39 13 37 43 35 74 34 04 32 34 30 65 28 95 27 25 25 56	EA 2019 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	47 28 45.53 43 78 42 03 40 29 98.54 36 79 31 55 29 80 28.05 29 80 28.05 26 30	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	48.67 46.87 45.07 43.27 41.47 39.67 37.87 36.07 34.27 32.47 30.67 28.87 27.07		DEPU 5011 5 4826 5 4641 5 4455 5 4270 5 4084 5 38.99 5 37.14 5 33.43 5 31.57 5 29.72 5 27.87 5	1114 St 51.60 49,69 47,78 45.87 43.96 42.05 40.14 38.23 36.32 34.41 32.50 30.59 28.68	1E 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	RIFF 5312 5116 4919 4722 4526 4329 4132 29.36 37.39 35.42 33.46 31.49 29.52	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	52.67 50 65 48.62 46.59 44.57 42.54 40.52 38.49 36.46 34.44 32.41 30.39	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	\$ 56.32 54.23 52 15 50.06 47.97 45.89 43 80 41.71 39.63 37.54 35 45 33 36 51 28		7.99 5.64 3.69 1.54 9.39 7.24 5.09 2.94 0.79 3.64 5.50 4.35 2.20		59.71 57.49 55.28 53.07 50.85 48.64 46.43 44.21 42.00 39.78 37.57 35.36 33.14	********	\$1.48 59.20 56.92 54.64 52.36 50.08 47.80 45.52 43.24 40.96 58.68 36.40 34.12	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	6 6 5 5 5 4 4 4 3 3 3
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18	5	39.56	\$	40.52	\$	41.72	5	42.95	s	44.22	8	45 52		46.87	\$	48 26	8	49 68	÷.	51.15	ŝ	52.67	\$	54.23	-	55.85	1	57.49	10.0	58,70
17	5	37.79	5	38.91	\$	40 06	5	41.24	8	42 45	8	43 71	ŝ	45.00	ŝ	46 33	2	47 70	-8	49 11	÷	50.56	6	52.06	2	53 60	2	55.18	15.1	56.35
16	5	36.23	\$	37.29	\$	38 39	5	39.52	5	40.69	\$	41 89	ŝ	43 12	ŝ.	44.40	÷.	45.71	÷	47.06	÷	48.45	2	49,89	2	51.36	2	52.88	2	54.00
15	5	34.66	5	35.68	s	36 73	5	97.81	\$	38.92	5	40.07	ŝ	41 25	÷.	42.47	8	43,72	2	45.01	2	46.34		47.71	1	49.15	51	50.58	1	51.6
14	5	33.09	5	34.06	5	35 06	5	36 10	ŝ.	37 15	ŝ	38 25	ŝ	39 38	\$	40.54	2	41.74	ê	42.97	5	44.24	1	45 54	2	46.89	2	48.28	2	49.3
13	5	31.52	5	32.45	\$	33.40	5	34.38	5	35.39	\$	36.43	8	37.51	8	38.61	8	39.75	÷	40.92	2	42 13	-	43.37	2	44.65	2	45.97	2	45.9
12	5	29.95	5	30.63	s	31.74	\$	32.67	ŝ	33 63	ŝ.	34.62	ŝ	95.63	÷	36.68	÷	37.76	2	58.88	ŝ	40.02	•	41.20	2	44.65	3	43.67	?	44.5
11	5	Z8.39	5	29 22	s	30.07	\$	30.95	\$	31 86	÷.	32 80	2	33.76	8	34.75	-	35.78	2	36.83		37.91	:	39 03	2	40 18	2		3	42.2
10	5	26.82	8	27.60	s	28 41	ŝ.	29 24	ŝ	30.10	÷.	30.98	÷	31.89	2	92.83		33.79	2	34.78	5	35.81	2	36.86	2	37.95	2	41.37 39.06	2	
9	5	25.25	3	25.99	s	26.75	4	27.53	3	28.33	2	29.16	8	30.02	2	30.90	2	31.80	2	32.74	s	33,70	2	34.69	ŝ.	35.71	2		ð.,	39.8
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6	5	20.54	\$	21.14	ŝ	21.75	÷.	22 59	ŝ.	23.04	2	23.71	2	24.40	2	25.11	\$	25.84	2	26.60	ð.,	29.46	2		2	31 24	3.	32.15	а.	32.83
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4	5	17.41	5	17 91	s	18 49	8	18.96	а.	19 51	Ξ.	20.07	2	20.65	2	21.25	\$	23.80	2	29.53	2		2	26.01	2	26.77	а.	27.55	\$	28.E2
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