## LABOR AGREEMENT

between

#### **COUNTY OF HUBBARD**

and

## MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL #320



REPRESENTING
SOCIAL SERVICES UNIT

January 1, 2017 - December 31, 2019

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# LABOR AGREEMENT between HUBBARD COUNTY and MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320 (Social Services)

#### **ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of Hubbard, hereinafter called the **EMPLOYER**, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320, hereinafter called the **UNION**. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.2 Assure sound and mutually beneficial working and economic relationships between the parties.
- 1.3 Specify the full and complete understanding of the parties; and,
- 1.4 Place in written form the complete agreement upon the terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service to the citizens of Minnesota. Both parties recognize this Agreement as a pledge of this dedication.

#### **ARTICLE 2. RECOGNITION**

2.1 The Employer recognizes the Union as the exclusive representative in the following bargaining unit:

All employees employed by Hubbard County, Park Rapids, MN in the Hubbard County Social Service Center who are public employees within the meaning of Minnesota §179A.03, Subd 14, excluding supervisory and confidential employees.

2.2 Disputes which may occur over the inclusion or exclusion of new, modified or other job classifications within the bargaining unit described in 2.1, shall be referred to the Bureau of Mediation Services, for determination.

#### **ARTICLE 3. DEFINITIONS**

For purposes of this Agreement the following definitions shall apply:

- 3.1 UNION: Minnesota Teamsters Public & Law Enforcement Employees Union, Local #320.
- 3.2 UNION MEMBER: A member of the Minnesota Teamsters Public & Law Enforcement Employees' Union, Local #320.

- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 FULL TIME EMPLOYEE: An employee who has completed the probationary period and who is scheduled to work forty (40) hours per week and a minimum of 2080 hours annually.
- 3.5 PROBATIONARY EMPLOYEE: An employee in the initial six months of regular employment in the bargaining unit and who has not yet completed the probationary period. The employer may extend the probationary period for an additional three months with notice to the employee and the union, which will include the reason for extension. Probationary employees shall accrue Paid Time Off (PTO) and be eligible for paid Holidays.
- 3.6 REGULAR PART-TIME EMPLOYEE: An employee who has completed the probationary period who is scheduled to work less than forty (40) hours per week (less than 2080 hours annually) and a minimum of twenty (20) hours per week and are eligible for pro-rated holidays.
- 3.7 TEMPORARY EMPLOYEE: An employee in a position which is either limited by the duration of the work, limited by duration of funding, is an intern or a student and will not receive benefits except for Holiday pay. A temporary employee whose employment goes beyond six (6) months shall be treated as an employee per Section 3.9 so far as benefits are concerned. The employee shall be entitled to benefits retroactive to the date of hire.
- 3.8 NON-REGULAR PART TIME EMPLOYEE: An employee who does not work a regular schedule, works less than forty (40) hours per week and can decline a shift when offered.
- 3.9 Benefit Eligibility: A **full time employee** is eligible for paid time off (PTO) accruals and the Cafeteria Plan as outlined in Article 10 and 15. A **regular part time employee** who works less than forty (40) hours per week but more than twenty (20) hours per week will be eligible for paid time off (PTO) accruals as outlined in Article 10 and pro-rated Holidays as outlined in Article 11. A **regular part time and/or non-regular part time employee** will be eligible for the alternate benefit when they have worked the minimum number of hours under federal law that would entitle an employee to benefits.
- 3.10 DISABILITIES (Pregnancy-related): Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are for all job related purposes, medical disabilities and may be treated as any other medical disability for the purposes of employment.
- 3.11 EMPLOYER: The County of Hubbard.
- 3.12 DEPARTMENT: The County of Hubbard Social Services Center.
- 3.13 FIRST DEGREE OF KINDRED: Spouse, child, child-in-law, parent, parent-in-law, step-parent, step-children and foster children.
- 3.14 SECOND DEGREE OF KINDRED: Sister and sister-in-law, brother and brother-in-law, grandparent, spouse's grandparents and grandchild.
- 3.15 THIRD DEGREE OF KINDRED: Aunt, uncle, niece, nephew, great-grandparent, and great grandchild (including spouse's third degree of kindred).

- 3.16 WORK YEAR: The normal work year is 2,080 hours.
- 3.17 STEP DATE: An employee's first step date is upon completion of a minimum of 2080 hours and completion of at least one year of employment. Thereafter the step date shall be one year after an employee's last step was granted, so long as the employee has been in pay status a minimum of 2080 hours.
- 3.18 DAY: A calendar day.

#### ARTICLE 4. EMPLOYER SECURITY AND MANAGEMENT RIGHTS

- 4.1 The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slowdown, or other interruption of or interference with the normal functions of the Employer.
  - The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer against any employee because of Union membership or non-membership; or because of any employee activity in an official capacity on behalf of the Union.
- 4.2 The Employer retains the full and unrestricted right to operate and direct the affairs of the Employer in all its various aspects including but not limited to: determine the number of personnel by which such operations and services are to be conducted; select personnel; direct of the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, and operation of the organization; to determine the organization's functions and programs; to determine and set its overall budget and organizational structure; to assign overtime; to determine whether goods or services should be made or purchased; to hire or promote employees; to relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to determine the utilization of technology and to change or eliminate existing methods, equipment or facilities and to perform any inherent managerial function not specifically limited by this Agreement and so long as the acts do not subvert the Agreement between the parties.

#### **ARTICLE 5. UNION SECURITY**

- 5.1 In recognition of the Union as the exclusive representative, the Employer shall:
  - A. Deduct an amount from each of twenty-four (24) pay periods sufficient to provide payment of dues established by the Union, in accordance with the applicable terms of MN Statute §179A.06, subd 3, (or a "fair share" deduction as authorized by law, not to exceed eighty-five (85) percent of the regular monthly dues if the employee elects not to become a Union member) from the wages of all employees authorizing such a deduction in writing. The deduction of dues shall commence upon receipt of invoice from the union, and
  - B. Remit such deductions to the appropriately designated Officers of the Union.
- 5.2 The Union may designate two employees from the bargaining unit to act as Stewards. The Union shall inform the Employer in writing of such choice and changes in the position of Steward.

- 5.3 The Employer agrees to notify the Union of any new employee covered by this Agreement.
- 5.4 The Employer shall make available a Union bulletin board for the posting of official Union notice(s) and announcement(s). The Union bulletin board shall be placed in a location accessible to all Union members.
- 5.5 In addition to processing grievances under 19.3, union stewards, on their breaks and lunches, may distribute union materials and/or information to employees who are on their breaks or lunches.
- 5.6 Stewards are authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a Steward because of the performance of such duties and the Union agrees that the Steward in the performance of his/her duties shall not disrupt the normal operations of the Employer.
- 5.7 The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against any employee because of Union membership or non-membership, race, color, creed, religion, national origin, sex, age, or marital status or because of a physical handicap with respect to a position the duties of which can be performed adequately by an individual with such a physical handicap, without danger to the health or safety of the physically handicapped person or to others.

#### **ARTICLE 6. WAGES AND ADDITIONAL PROVISIONS**

- 6.1 All employees covered by this Agreement shall be paid in accordance with Schedules "A" attached hereto and made a part of this Agreement. Employees leaving employment prior to the ratification of this collective bargaining agreement will not receive retro pay on wages.
  - A. Employees successfully completing a year of service with the Employer in pay status shall receive a step on their most current step date. Employees who drop out of pay status will have their step date re-established upon completing 2080 hours in pay status.
  - B. Employees promoted prior to July 1 of any year shall be moved to the nearest slot on the new classification which gains at least a three percent (3%) increase and those promoted on or after July 1 shall be moved to the nearest slot which gains an increase and then advanced according to 6.1 A.
  - C. A full time employee who is filling in for an employee and performing the work at a higher pay scale for a period greater than fifteen (15) working days, shall receive that pay with Department Head approval for duration of higher paid employee leave.
  - D. **SERVICE INCREMENT:** This schedule would reward years of service from date of hire, to full time and regular part-time employees on a percentage of their base hourly wage as follows:

Completed 10 years	1%	Completed 25 years	4%
Completed 15 years	2%	Completed 30 years	5%
Completed 20 years	3%	Completed 35 years	6%

Note: Non-regular part time employees will be rewarded for years of service based on hours served from date of hire. (Example: Upon completion of 20,800 hours, obtain 1% service increment.)

- 6.2 Employees whose duties require them to take meal(s) outside the County and/or stay away from home overnight shall be reimbursed, upon presentation of proper receipts, in accordance with the following:
  - A. The actual cost of lodging.
  - B. The actual cost of meals up to the maximum allowance reimbursable meals as set annually by the County Board. Meals, while traveling outside the County, will be reimbursed at actual cost, not to exceed the limits as set in the County Personnel Policy with receipts required and only one receipt per meal accepted.
- 6.3 Non-taxable expenses shall be reimbursed to the employee by special check.
- 6:4 Mileage reimbursement is to be set annually by the County Board. Mileage reimbursement will be paid to the employee when using their own personal vehicle with the approval of their supervisor/department head, or if a County car is not available.
- 6.5 The Employer will continue the practice of allowing for training courses and schools for the employees if authorized to attend by the Employer.

The Employer will provide training as follows:

- A. Training required to implement new programs or programmatic changes.
- B. New employee training.
- 6.6 The Employer shall pay for additional automobile insurance coverage for Employees required to transport clients. The additional amount shall be the difference from the base premium of a non-rated driver.

#### ARTICLE 7. WORK WEEK AND SHIFT ASSIGNMENT

- 7.1 The normal work week for all full-time employees shall consist of forty (40 hours).
- 7.2 The normal work day and normal work shift shall consist of eight and one-half (8½) consecutive hours, and shall include an unpaid thirty (30) minute lunch period. Employees who are required by the Employer to remain at their work location throughout their entire work shift shall have a normal work day and a normal work shift consisting of eight (8) consecutive hours.
- 7.3 All employees shall be granted a fifteen (15) minute coffee or rest period during each one-half (1/2) shift.
- 7.4 If it is necessary to implement changes in work schedules (other than for reasons beyond the Employer's control) the Employer shall notify the affected employee at least three (3) calendar days prior to implementation.
- 7.5 An employee required to report and who does report, for a scheduled full-time work shift shall be entitled to at least two (2) hours work, or two (2) hours pay if work is not available.
- 7.6 Employees called back to work after having completed a work day or on a non-work day shall be granted a minimum of two (2) hours at time-and-one-half (1-1/2). An extension or

early report to a regularly scheduled shift does not qualify the employee.

- For so long as the Social Services Agency is required to have 24 hour per day, 7 day per week emergency service, a Child Services Unit social worker shall be scheduled for "on-call' duty. On-call coverage shall be scheduled on for one week at a time on a rotating basis amongst Child Services Unit social workers from 4:30 p.m. Tuesday to 4:30 p.m. the following Tuesday. Social workers in on-call status shall immediately answer and respond to any calls received, be personally prepared to conduct business, and make in-person contact if deemed necessary. The determinations of the timing of a necessary contact to be completed during screening and shall be no later than 24-hours after the County's receipt of the report. The Employer will post the on-call duty lists at least 4 weeks before the scheduled duty. Compensation for on-call status shall be:
  - 1) \$32.00 per day on-call and \$50.00 per day Holidays. For the purpose of this section "day" means 24 hours from 4:30 p.m. to 4:30 p.m.
  - 2) When a holiday falls on a Tuesday, the worker who is on-call during hours that the agency is normally open (8 a.m. 4:30 p.m.) will receive the holiday pay. At the discretion of the County, either a second on-call phone will be provided for use by the on-call worker starting rotation at 4:30 p.m. on the Tuesday holiday, or the calls will be handled by a supervisor until Wednesday.
  - 3) Call-Back pay pursuant to Section 7.6 from the courthouse to when call ends back to the employee's home.

On-call status will be offered, by seniority on a sign-up basis to Child Services Unit Social Workers for weekly rotations. Any unfilled on-call weekly rotations resulting from change in personnel will be filled by the employee who has signed up for the fewest on-call periods.

Mandatory on-call: If no employee signs up, the on-call will be assigned to the employee who has worked the fewest on-call weeks in the past six months. In the event of a tie in the number of on-call weeks worked, the mandatory on-call week will be assigned to the least senior of those tied.

#### **ARTICLE 8. OVERTIME**

- 8.1 Employees shall be compensated at one-and-one-half (11/2) times the employee's regular straight time hourly rate for hours worked in excess of the normal work shift. Bus Drivers and Family Based Service Providers (FBSP) shall be compensated at one and one-half (1¹/2) times the employees straight time hourly rate for hours worked in excess of forty (40) hours within a seven (7) day period. By nature of the Bus Driver and FBSP positions, the county reserves the flexibility to vary the hours worked on any given day during the week necessary to accomplish services, while maintaining the forty (40) hour work week.
- 8.2 Employees shall not work overtime unless authorized to do so by the Employer.
- 8.3 Employees may be required to work overtime based upon the needs of the department. For employees performing the same job duties overtime will be distributed as equally as practicable.
- 8.4 Overtime will be calculated to the nearest fifteen (15) minute increment.
- 8.5 Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Overtime payment required by this Article, may be in the form of equivalent compensatory time off, or compensatory pay at the discretion of the employee per pay period. Employees may accumulate no more than a maximum of forty (40) hours of compensatory overtime; he/she shall be compensated for all hours over the forty (40) hour maximum during the respective pay period and any hours over 40 will be paid as overtime.

#### ARTICLE 9. SENIORITY, PROBATIONARY PERIODS

- 9.1 All newly hired employees shall be required to serve probation. An employee shall accumulate seniority from his/her date of hire, but it shall not be available to use until completion of this initial probationary period. Additionally, any employee moving to a different position shall be subject to a new probationary period. All probation periods shall be for six (6) months straight time compensated hours, excluding:
  - A. Employees who are promoted to a new position and remain in the same department shall serve a probationary period of three (3) months. Employer may extend the probationary period if deemed necessary due to unavailable training opportunities. Employee's serving a probationary period under 9.1A, have a right to the grievance procedure referenced in Section 19 (Grievance Procedure).
  - B. Employees rehired within two (2) years shall serve a probationary period of three (3) months. Employer may extend the probationary period if deemed necessary due to unavailable training opportunities.
  - C. An employee, who has transferred or was promoted, shall have a thirty (30) day period in which the employee or his/her supervisor/department head may request a return to the employee's former position.
  - D. An employee serving a probationary period may be terminated at the sole discretion of the Employer.
- 9.2 Upon completion of the probationary period, employees shall become Employees within the meaning of this Agreement, and shall have seniority dating from the beginning of their continuous employment.
- 9.3 In the event of a layoff, seniority shall govern provided:
  - A. No Full Time Employee shall be laid off while probationary, grant, part-time, work-experience or temporary employees remain hired.
  - B. The senior employee is qualified to perform the work involved.
  - C. Employer actions under this subsection shall be subject to provisions of Sec. 19.
- 9.4 Laid-off employees shall remain on the recall list for a period of one (1) year from date of layoff.
- 9.5 Notice of recall shall be by mail to the last mailing address which the employee has furnished to the Employer. A recalled employee must respond and report to work within fourteen (14) calendar days of notice of recall. An offer of recall returned by the post office will constitute a refusal of the recall offer. Failure to respond on time to a recall within the fourteen day

- period shall constitute refusal of the offer and forfeiture of all rights of recall.
- 9.6 The Employer shall maintain an appropriate seniority list, and shall provide the Union with a copy by February 1 of each year. Employees shall have thirty (30) days to dispute the correctness of such list, otherwise it shall be understood to be acceptable.
- 9.7 Employees shall be recalled from layoff in order of their seniority and within their job classification, provided:
  - A. No new employee shall be hired to a job classification within the bargaining unit for which an employee is on layoff recall list until all employees on recall list in that job classification have been offered an opportunity to return to work; and
  - B. The senior employee is qualified to perform the duties involved.
- Job vacancies or newly created positions within the bargaining unit shall be posted by the Employer, as outlined in the Personnel Policy, for a period of five (5) working days and may run concurrently with a public posting however, first consideration shall be given to present employees covered by this agreement.
- 9.9 Senior employees will be given preference with regard to transfer, job dassification assignment and promotion when job relevant qualifications of employees are relatively equal.
- 9.10 Employees rehired from recall list, Subarticle 9.4, who have previously served probationary period, Subsection 9.1, shall not be required to serve additional probationary period.
- 9.11 An employee shall lose seniority upon a break in service, which includes a resignation, retirement, discharge, failing to meet the definition of a public employee for a period of one year, or after one (1) year of lay-off without recall.

#### ARTICLE 10. PAID TIME OFF (PTO)

10.1 Paid Time Off (PTO) can be utilized by eligible employees for any purpose, subject only to normal, and non-invasive request/approval procedures consistent with policy. PTO requests must be addressed (approved/denied) by the Supervisor. PTO will be accrued as follows:

Schedule:	Accrual:
Date of hire through 1st year	.0692 per hour in pay status (approximately one hundred forty-four (144) hours)
Second year of service through 5th year	.0808 per hour in pay status (approximately one hundred sixty-eight (168) hours)
Sixth year of service through 10th year	.0923 per hour in pay status (approximately one hundred ninety-two (192) hours)
Eleventh year of service through 15 <sup>th</sup> year	.1039 per hour in pay status (approximately two hundred sixteen (216) hours)
Sixteenth year of service through 20 <sup>th</sup> year	.1154 per hour in pay status (approximately two hundred forty (240) hours)
Twenty-first year of service through 25 <sup>th</sup> year	.1269 per hour in pay status (approximately two hundred sixty-four (264) hours)
Twenty-sixth year of service and after	.1385 per hour in pay status (approximately two hundred eighty-eight (288) hours)

A. PTO accrues on every hour in regular pay status and becomes available once it is reported on the digital pay stub.

- B. Employees will be required to take a minimum of five (5) regularly scheduled days off per annual payroll cycle. In the event an employee does not meet this requirement, the difference in time required to time taken will be deducted from the employee's PTO accruals at the beginning of the next annual payroll cycle.
- C. One hour of PTO shall be equal to the employee's regular hourly straight time earnings.
- D. PTO shall be reflected on the digital pay stub issued for the pay period in which the PTO is accrued and/or taken.
- 10.2 Employees shall be allowed to carry over PTO time up to a maximum of four hundred eighty (480) hours. Employees will suffer no loss of benefit unless over the maximum upon reaching the first pay date of each year.
  - A. In the event an employee's PTO balance exceeds the maximum 480 hour balance on the first pay date of the following year and no distribution form has been completed (See Article XI, 11.1, C and 11.2, D), all hours exceeding 480 will be forfeited.
  - B. In the event an employee's PTO balance exceeds the maximum 480 hour balance at the time of a mid-year termination, a distribution form commitment of record with the Coordinator's Office, will be honored.
- 10.3 Requests for Paid Time Off (PTO) shall be made by May 1 of each year; in case of conflict as to preferred dates, seniority shall prevail and after May 1, it shall be first come first served. PTO requests of three (3) days or more, requested by the employee by May 1, shall be posted by the employer on May 15, of each calendar year.
- 10.4 Employees shall be allowed to take approved PTO in segments of one (1) day or less with a minimum ¼ hour required.
- 10.5 A PTO request submitted to the supervisor a minimum of twenty-four (24) hours prior to the requested leave shall be considered an advance request.
- 10.6 A PTO request submitted to the supervisor, by an employee with less than the minimum twenty-four (24) hour requirement per 10.3 will be considered by a supervisor based on staffing levels on a case by case basis and upon approval will be considered an advance request.

#### **ARTICLE 11. HOLIDAYS**

11.1 The following days will be recognized as paid holidays for Regular Employees:

New Year's Day (January 1)

Labor Day (1<sup>st</sup> Monday in September)

Martin Luther King Day (3<sup>rd</sup> Monday in January)

Veteran's Day (November 11)

President's Day (3<sup>rd</sup> Monday in February)

Thanksgiving Day (4th Thursday in November)

Friday before Easter

Friday after Thanksgiving Day

Memorial Day

Christmas Day (December 25)

Independence Day (July 4)

<sup>\*</sup>Holiday pay for regular part-time employees shall be pro-rated.

- 11.2 When a holiday falls on a Sunday, the following Monday will be considered the official holiday, or when such holiday falls on Saturday, the preceding Friday shall be considered the official holiday.
- Days recognized as holidays which occur within an employee's approved and compensated paid time off (PTO) leave period will not be chargeable to the employee's paid time off (PTO).
- 11.4 Employees who are required to work on a holiday shall receive pay or compensatory time off at time-and-one-half (1½) for each hour worked on said holiday.
- 11.5 Social Workers who are required to work on a holiday shall receive pay or compensatory time off earned at two times (2x's) his/her base rate of pay for each hour worked on said holiday.
- 11.6 In order to be eligible for a paid holiday, an employee must be in full pay status on his/her last scheduled work day immediately preceding the holiday and his/her first scheduled work day immediately following the holiday.

#### ARTICLE 12. PTO CASH OUT & DEFERRED COMPENSATION OPTION

- 12.1 **CASH OUT OPTION:** An eligible employee may cash-out not less than 8 hours but no more than 40 hours of PTO hours with the following stipulations:
  - A. The employee must have a minimum of 240 hours in their PTO bank to be eligible for the cash-out feature.
  - B. The employee must have used 80 hours of PTO in the prior annual payroll cycle, at the time the cash out commitment is made.
  - C. The employee must make written application for the cash-out option to the Coordinator's Office by December 1 of the year prior to actual payment by completing a distribution form. Payment will be made the first payroll in December of the following year and will be by direct deposit. No minimum PTO balance at the time of PTO CASH OUT payment is required.
  - D. The cash-out distribution will be paid at the rate of pay at the time of payout.
  - E. Election of cash-out is irrevocable.
  - F. At no time will the PTO balance of an employee electing to participate in the cash-out option be less than the cash-out elected. The amount of CASH OUT determined will be reserved for payment throughout the year and will be monitored by the Department Manager.
  - G. Completed distribution forms indicating the amount of PTO cash-out will be provided to Department Managers within five (5) working days of the December 1 employee application date.
- 12.2 **DEFERRED COMPENSATION OPTION:** In the event an employee's projected PTO balance is expected to exceed the maximum on the first pay date of the new year the employee may elect to deposit the value of the excess PTO in a deferred compensation plan with the following stipulations:

- A. The employee must meet the requirement of Article IX, 9.1, B. (Employee will be required to take a minimum of five (5) regularly scheduled days off per annual payroll cycle.) to be eligible for this feature and if it is not met, the deferred compensation option will not be available.
- B. The amount may not exceed sixty-four (64) hours and will use the employee's rate of pay effective on December 1.
- C. The contribution amount will be subject to maximum deferral regulations of the IRS and be the responsibility of the employee.
- D. For those employee's wishing to transfer excess accrued PTO hours to a deferred compensation account, as outlined, a distribution form must be completed and is available from the Human Resource's tab located on the County Intranet or by contacting the Coordinator's Office no later than the first pay date in December prior to the year that the PTO balance is expected to exceed the maximum balance permitted.

#### **ARTICLE 13. LEAVES OF ABSENCE**

- Unpaid leaves of absence up to sixty (60) days may be granted through a request to the Department Head and Human Resources for the following:
  - A. After exhaustion of all FMLA, PTO, EIB and compensatory time, an employee may request a medical leave for their own serious illness or disability, consistent with the provision of the Americans with Disabilities Act, the Minnesota Human Rights Act and other applicable state and federal laws, or for the care of family members as defined in Minn. Stat. §181.9413 (a). Documentation from a qualified health care provider will be required. The County retains the right whether to grant or deny the leave request and to determine the length of the leave, depending upon the needs of the Department.
  - B. The County retains the right whether to grant or deny a leave without pay for travel, education, and sabbaticals. This provision is not subject to the Grievance Procedure.
  - C. An employee must be in a full-time or a regular part-time position.
  - D. Paid time off (PTO) leave shall not accrue during an unpaid leave of absence
  - E. Holidays shall not be paid during an unpaid leave of absence.
  - F. Seniority shall not be affected by an unpaid leave of absence.
  - G. An employee returning to work within the authorized leave period shall be reinstated to the original position or a position in the same classification.
  - H. An employee exceeding the authorized leave period without giving proper notice shall be considered to have voluntarily quit.
  - I. An employee giving proper termination notice within the authorized leave period shall be eligible for termination benefits.
  - J. Prior to the employee's return to work from a medical leave of absence, the employee

- shall provide a physician's statement that the employee is able to return to work.
- K. Employees will be allowed Family Medical Leave Act Leave in accordance with Federal Statutes and Regulations and County Policy.

#### ARTICLE 14. LEAVES OF ABSENCE WITH PAY

- 14.1 Leaves of absence shall be granted for:
  - A. Military leave in accordance with federal and state law.
  - B. The purpose of voting in accordance with state statutes.
  - C. Up to two (2) hours per year of paid leave will be provided to employees who donate blood with submission of blood donation card to supervisor.
- 14.2 **JURY DUTY**: Employees serving jury duty shall be paid their regular wage for jury hours served during scheduled work hours, but must sign over and deposit their jury duty check with the County Treasurer. The employee may keep the mileage reimbursement.
  - A. An employee excused for jury duty shall return to work immediately if dismissed from jury service. Reasonable time will be allowed for travel out-of-the County under the provisions of this Subsection. Unreasonable demands to return to work are not to be expected in this event.
- 14.3 **BEREAVEMENT LEAVE:** For those hours scheduled as work hours, an employee shall be entitled to paid bereavement leave for their or their spouse's first or second degree of kindred not to exceed three (3) days per death. Utilization of up to three (3) days of EIB, if available, may be authorized, at the discretion of the supervisor, for bereavement leave with respect to the third degree of kindred.

#### **ARTICLE 15. CAFETERIA PLAN**

- 15.1 **POLICY STATEMENT:** It is the policy of Hubbard County to offer eligible employees benefits through the Cafeteria Plan, including health insurance.
- 15.2 **ELIGIBILITY:** An employee who is working in a position expected to recur annually and is regularly scheduled for forty (40) hours per week during those 52 weeks is Cafeteria Plan eligible, so long as the employee remains in pay status forty (40) hours per week or the employee is on an unpaid statutory leave which requires employer insurance contribution. An employee out of pay status without approval of the Department Head and Human Resources Director and who has exhausted statutory leave(s) shall not be eligible for Cafeteria Plan contribution for one month following their return to full pay status. The decision of the Department Head and Human Resources Director to grant approval of unpaid status is grievable but not arbitrable. An employee will be eligible for the alternate benefit outlined in 15.3 when they have worked the minimum number of hours under federal law that would entitle an employee to benefits.

Cafeteria Plan Grandfather Clause: Cafeteria Plan eligible employees working less than forty (40) hours/week prior to January 1, 2015, will continue to be eligible for the duration of this contract.

15.3 **CAFETERIA PLAN CONTRIBUTION:** Effective January 1, 2017 and for the term of this agreement, Hubbard County will contribute as follows toward the Cafeteria Plan for regular full time (40 hour/week), benefit eligible employees. The three categories are:

Single - \$847/month; Single plus children - -\$1070/month; and Family - \$1508/month

These amounts do not include monthly life insurance contribution for \$10,000 life insurance coverage.

ALTERNATE BENEFIT ELIGIBILITY: Hubbard County will contribute a minimum of \$300/month toward the Cafeteria Plan for health insurance when an employee has worked the minimum number of hours under federal law that would entitle an employee to benefits. Optional participation in a Flex Spending Account (FSA) and/or a Health Savings Account (H.S.A.) provided via the Cafeteria Plan, upon selectin of a health plan will be included. No new voluntary benefits are available with an alternate benefit.

The Alternate Benefit as outlined above is based on the qualifying employee's wage that meets the minimum required number of hours worked per federal law. The county will contribute toward the employee health insurance such that the out of pocket (OOP) expenses to the qualifying employee for the single coverage Minimum Value Plan will not exceed 9.69%, or such other percentage established by the Internal Revenue Service for purposes of determining compliance with federal law. Contribution will be based on the county employee's annual wage and will be calculated upon determination of qualification.

**GROUP LIFE INSURANCE:** In addition, Hubbard County will provide benefit eligible employees \$10,000 life insurance coverage.

- COVERAGE: Participation in the Cafeteria Plan for full time regular employees becomes effective the first of the month following 30 days of employment and remains effective as long as the employee remains benefit eligible. Coverage for an employee terminating county employment shall be effective through the last day of the calendar month in which the employee is employed. An employee will be eligible for health insurance benefits when they have worked the minimum number of hours under federal law that would entitle an employee to benefits. In the event the health insurance provision of this Agreement fails to meet the requirements of federal law and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet and confer regarding alternative provisions so as to comply with the law and avoid any penalties, taxes or fines to the Employer.
- 15.5 OPTIONS TO CONTINUE COVERAGE: See Section 16, Personnel Policy.

#### ARTICLE 16. SEVERANCE PAY, EXTENDED ILLNESS BANK (EIB) & SEVERANCE RESERVE

- 16.1 Employees who terminate their employment because of disability, retirement, or written resignation with proper notice (see B. below) accepted by the County, shall be entitled to payment of 100% of PTO benefits up to 480 hours provided the following are valid:
  - A. Be in good standing.

- B. Employee provides at a minimum, a two week written notice of resignation unless, due to extenuating circumstances beyond the control of the employee, he/she is unable to do so and the department manager agrees the circumstances are extenuating. The signed notice shall state the effective date of severance.
- C. The value of PTO shall be the mathematical product obtained by multiplying the employee's hourly rate of pay at the time of severance by the employee's unused accrued PTO hours, not to exceed 480 hours.
- 16.2 An employee leaving the employment of Hubbard County will be provided the value of their PTO balance as follows:
  - A. An employee with a PTO balance that has a value greater than \$400 will be paid its value, by 100% deposit of that amount to a Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).
  - B. An employee with a PTO balance that has a value less than \$400 will be paid its value in cash.
  - Employees who voluntarily resign without proper notice as outlined in 16.1 B, or who are discharged, are not eligible for payment of their accrued PTO balance as outlined in 16.1 C.
  - D. In the event of the death of an employee, accrued PTO shall be paid to the employee's beneficiary.
  - E. PTO pay reflects payment to which an employee is entitled at the time of termination of their employment. PTO pay shall not extend the employee's effective date of termination beyond the last work day.
- 16.3 **EXTENDED ILLNESS BANK (EIB):** Extended illness bank hours (EIB) hours (current balance of hours available may be found on the digital time card system) may be used after twenty-four (24) hours of PTO for any of the following reasons:
  - A. Illness or injury to the employee, causing absence from work.
  - B. Illness or injury to the employee's child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law and father-in-law, or stepparent, which requires the employee's presence, subject to the limitations of Minnesota Statutes, Section §181.9413 (as amended).
  - C. Pregnancy related accommodation.
  - D. An employee may use EIB hours after three (3) days (twenty-four (24) hours) minimum of PTO for themselves or for the relatives listed in 16.3 B, for the purpose of "safety leave" as defined in §181.9413 (as amended).
  - E. Employees claiming a need for use of EIB may be required to file adequate, written evidence that they have been absent as authorized. Use of EIB for safety leave as outlined in Article 16.3. D. will not exceed 160 hours in any 12-month period (unless approved by the department manager).

- F. Subsequent absences as a result of an event requiring intermittent leave, whether FMLA qualified or not, will be exempt from the three (3) day (twenty-four (24) hour) minimum regular schedule requirement and the access to EIB will be considered met by the initial occurrence. An event requiring the employee's in patient care will be exempt from the three (3) day (twenty-four (24) hour) minimum regular schedule requirement and access to EIB will be from the date of hospital admittance.
- G. Employees having been incapacitated for a major portion of the EIB used, may be required to provide evidence by a certified medical professional of being physically, mentally and emotionally able to perform their duties before returning to work.
- H. Election of the CASH OUT Option will not prevent the employee from accessing their EIB if necessary.
- I. When an employee has incurred a work-related injury and will be missing work, the first three (3) days are not paid under workers' compensation unless the employee will miss more than ten (10) days of work. Therefore, the 24-hour paid time off benefit waiting period will be waived allowing the employee to use their EIB without using any PTO. If the injured employee will be missed more than ten (10) days of work, then worker's compensation starts from day one.
- J. PTO and EIB can be bought back from the County once a determination is made that the employee is eligible for workers compensation wage benefits. In addition, employees receiving Worker's Compensation may use EIB until exhausted and then PTO to supplement workers' compensation in an amount not to exceed their current wage.
- K. Claiming EIB when not eligible within the provisions of this policy, may be cause for disciplinary action, suspension, demotion or termination.
- 16.4 **SEVERANCE RESERVE**: Severance Reserve (SR) hours accrued prior to December 13, 2015, (Addendum I is a listing of the hours as of 12/13/15) shall be administered as outlined below.
  - A. In the event of an extended Family Medical Leave qualifying event, an employee may repurchase hours held in Severance Reserve to remain in pay status. The value of the Severance Reserve will be divided by the current employee's wage if re-purchase is necessary and shall be only in the event no other leave is available.
  - B. Upon termination of employment all Severance Reserve benefits will be deposited in the MSRS HCSP.

#### **ARTICLE 17. DISCIPLINE**

- 17.1 The Employer will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances:
  - A. Oral reprimand with written documentation;
  - B. Written reprimand,
  - C. Suspension,
  - D. Demotion, or
  - E. Discharge.

- 17.2 Employees shall have the right to request that a union steward or Union Representative be present during an investigatory interview which may lead to disciplinary action. The interview will not be unreasonably (one week) delayed to allow the Union Representative to be present.
- 17.3 Disciplinary action that is to become a part of the employee's personnel file shall be read and acknowledged by signature of the employee. If the Employee refuses to sign, the Employer will sign with a notation that the Employee refused and the date. Employees will receive copies of written disciplinary actions.
- 17.4 Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer.
- 17.6 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 3 of the Grievance Procedure.

#### ARTICLE 18. DISCRIMINATION/HARASSMENT

18.1 See County Policy Against Offensive Conduct, Harassment and Violence.

#### ARTICLE 19. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

19.1 DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement between the Employee and the Employer regarding the interpretation or application of specific terms and conditions of this Agreement.

#### 19.2 <u>UNION REPRESENTATIVES</u>

The Employer will recognize the Union Representative designated by the Union as the grievance representative 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 Steward and of their successors when so designated as provided by 5.2 of this Agreement.

19.3 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 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 in 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 program of the Employer.

#### 19.4 PROCEDURE

Employees are encouraged to attempt to resolve their grievances, as defined by Article 19.1 on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this

agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present the grievance to the employee's supervisor as designated by the Employer. The grievance shall be presented in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The employee's supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

- **Step 2**. A grievance not resolved in Step 1 may be appealed to Step 2 in writing within ten (10) calendar days after the employee's supervisor's final answer in Step 1, and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 within ten (10) calendar days shall be considered waived. If appealed, the grievance shall be presented by the union and discussed with the Department Head. The Department Head shall give the Employer's Step 2 answer in writing within ten (10) calendar days of receipt of a Step 2 grievance. If the Department Head is the employee's supervisor, the grievance shall proceed to Step 3.
- **Step 3.** A grievance not resolved in Step 2 may be appealed to Step 3 before the Human Resources Director within ten (10) calendar days following the Department Head's Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived. The Human Resources Director shall give the Employer's Step 3 answer in writing within ten (10) calendar days of receipt of a Step 3 grievance. If appealed, the written grievance may, by mutual written agreement, be submitted to mediation through the Minnesota Bureau of Mediation Services within ten (10) days unless extended by mutual agreement.
- **Step 4.** A grievance unresolved in Step 2 which the parties do not mediate or which is unresolved at Step 3 may be appealed to Step 4 within ten (10) calendar days and submitted to arbitration. The employer and the union may endeavor to select a mutually acceptable arbitrator to hear and decide the grievance or may select an arbitrator in accordance with the Rules established by the Bureau of Mediation Services.

#### 19.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, 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) days following the 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 arbitrators interpretation or application of the express terms of this Agreement and to the facts of the grievances presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that 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.

- 19.6 **CHOICE OF REMEDY:** A grievance unresolved at Step 3 that involves a suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed either to Step 4 or a procedure such as: Veteran's Preference or other statutory termination or disciplinary proceeding. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall elect in writing which procedure is to be utilized, Step 4 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.
- 19.7 **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 the Union.

#### **ARTICLE 20. INCLEMENT WEATHER**

- 20.1 It is the policy of Hubbard County that all County facilities remain open during normal business hours. In the event of inclement weather, the County Board Chairman has the authorization per Minnesota Statute §373.052, to close all or part of Hubbard County's facilities.
- 20.2 NOTIFICATION: In the event of a County facility closure prior to the beginning of a regular work day, the closure will be announced over the local radio stations: KDKK/97.5 FM and KPRM/870 AM prior to 7:15 a.m.
  - In the event of a County facility closure during a regular work day, the County Coordinator and/or the County Auditor will make the Inclement Weather Policy announcement upon direction of the County Board Chairman.
- 20.3 COMPENSATION: In the event of a County facility closure prior to the beginning of a regular work day all employees will be paid regular time for hours missed due to closure.

In the event of a County facility closure during a regular work day any employee currently at work will be paid regular time for hours missed due to closure.

In the event an employee chooses to remain at home due to inclement weather and the County facilities remain open, the employee will be required to use paid time off (PTO) to remain in pay status.

If an employee has chosen to stay home due to inclement weather and during the course of the day the County facilities are closed, the employee will be paid regular time for those hours missed after the County facilities have closed.

Due to inclement weather conditions, employees may be advised to remain on the premises after working hours due to safety concerns. Such action would not entitle employees to overtime or compensatory compensation.

## ARTICLE 21. POST RETIREMENT HEALTH CARE SAVINGS PLAN (HCSP) MN State Retirement System (MSRS)

- 21.1 Hubbard County shall establish and administer a Post Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all employees in the Teamsters Local 320 Bargaining Unit.
- 21.2 Employee's severance pay per Article 16 of the Labor Agreement will be put into the employee's HCSP upon them leaving employment with the County.

#### **ARTICLE 22. WAIVER**

- 22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 22.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

#### **ARTICLE 23. SAVINGS CLAUSE**

- 23.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken, within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.
- 23.2 It is agreed that the Employers obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deductions are nonnegotiable and required by PELRA.

#### **SECTION 24. DURATION OF AGREEMENT**

24.1 This Agreement shall be effective as of the 1st day of January, 2017, shall remain in effect until the 31st day of December, 2019, and shall continue in effect from year-to-year thereafter unless either party shall give written notice at least ninety (90) days prior to any anniversary date of its desire to amend or terminate the Agreement.

THE COUNTY OF HUBBARD	TEAMSTERS LOCAL 320
Vernon Massie, Chairman Board of Commissioners	Roger Methier Business Agent
Libbue Thompson	Michelle Witt
Debbie Thompson / Coordinator	Michelle Witt Union Steward
Date: // /07/17	One, Taurine
	Joy Torvinen ♥ Union Steward
	Date 10-14- 2017

2017 Conversion to the County Compensation Schedule as of 12/31/6, 2% general wage increase effective 01/01/17 and steps; 2018 2.25% general wage increase and steps; and 2019 2.25% general wage increase and steps

#### SCHEDULE A HUBBARD COUNTY SOCIAL SERVICE

POSITION	Grade*
Accounting Technician	19
Case Aide	25
Child Support Enforcement Aide	19
Child Support Officer	27
Eligibility Worker	25
Family Based Service Provider	19
Information System Specialist	N/A
Information System Specialist Sr.	23
Lead Child Support Officer	N/A
Master Social Worker	N/A
Office Support Specialist	14
Parent Support Outreach Program (PSOP) - Social Worker	32
Social Worker	32
Transit Driver	16

<sup>\*</sup>County Compensation Schedule attached for reference to this agreement.

#### **ADDENDUM I**

#### SEVERANCE RESERVE ESTABLISHED BALANCES

The following Severance Reserve established on 12/13/15 (effective as of the 12/24/15 pay date):

Employee	Hours of Severance Reserve	Rate used to determine Severance Value	Severance Reserve Value to be determined (TBD) by wage rate at time of satisfactory resignation of employment or retirement			
Austin, Francis	100.02		TBD			
Carlstrom, Toni	153.85	30.7900	4,737.04			
Hocking, Roger	112.50		TBD			
Johanning, Tina	800		TBD			
Keranen, Jennifer	144.58	31.0948	4,495.69			
Melvin, Kathleen	108.76		TBD			
Nielson-Brown, Sarah	150.58	25.3002	3,809.70			
Swart, Geraldine	103.08		7BD			
Torvinen, Joy	800		TBD			

The value of the Severance Reserve shall be paid by the county, to each severance reserve eligible employee listed above (Addendum I), by 100% deposit to a Minnesota State Retirement System (MSRS) Health Savings Plan (HCSP).

#### **Hubbard County** Compensation Schedule

2017 1.0200 General Wage Increase Grade Step i Grade Step Step Step Step Step Step Step Step Step 1 2 3 4 5 6 8 9 10 9,9807 10.2801 10.5885 10.9062 11.2334 11.5704 11.9175 12.2750 12.6433 13.0226 2 10:2801; 10:5885 10:9062 11-2334 11.57.04 11:9175 12-2750 12:6433 13.0226 2 13.4133 10.5885 10.9062 11.5704 11.2334 11.9175 12.2750 12.6433 13.0226 3 13.4133 13.8157 **34** 10!9062 11/2334 11:91751 11.5704 12:2750 12.6433 13.0226 13:4133 4 ≟13.81**5**7. 14.2302 11.2334 11.5704 11.9175 12.2750 12.6433 13.0226 13.4133 13.8157 14.2302 14.6571 5 g. - 6 11.57.045 11.19.17.5 12-2750 12.6433 13.0226 13:4133 13:8157 14.2302 14:6571 6 15:0968 11.9175 12.2750 12.6433 13.0226 13.4133 13.8157 14.2302 14.6571 15.0968 7 15.5497 18 12:2750 112:6433 13:0226 13.4133 13:8157 14.2302 14:657:1 45:0968 15.5497 16:0162 8 12.6433 13.0226 13.4133 13.8157 14.2302 14.6571 15.0968 15.5497 16.0162 9 16,4967 **610** 13/0226 13/4133 13/8157 14 2302 14 6571 15:0968 15.5497 16.0162 16.4967 10 16:9916 11 13.4133 13.8157 14.2302 14.6571 15.0968 15.5497 16.0162 16.4967 16.9916 17.5013 11 12 13.8157 14.2302 14.657.1 15:0968 15:5497 16:0162 16:4967 16.9916 17:5013 12 18!0263 13 14.2302 14.6571 15.0968 15.5497 16.0162 16.4967 16.9916 17.5013 18.0263 18.5671 13 14 14 6571 15:0968 15.5497 16:0162 16.4967 16:9916 17:5013 18:0263 18.5671 19:1241 14 15 15.0968 15.5497 16.0162 16.4967 16.9916 17.5013 18.0263 18.5671 19.1241 19.6978 15 16 15 5497 16 0162 16:4967 16:9916 47/5013 18/0263 18.5671 19.1241 19.6978 20.2887 16 17 16.0162 16.4967 16.9916 17.5013 18.0263 18.5671 19.1241 19.6978 20.2887 17 20.8974 18 16:4967 16:9916 17-5013 18:0263 A18:5674 19:1241 19:6978 20.2887 20.8974 21.5243 18 16.9916 17.5013 19 18.0263 18.5671 19.1241 19.6978 20.2887 20.8974 21.5243 22.1700 19 20 17/5013 18/0263 18/5671 19:6978 19 1241 20:2887 20.8974 21.5243 22.1700 22.8351 20 21 18.0263 18.5671 19.1241 19.6978 20.2887 20.8974 21.5243 22.1700 22.8351 23.5202 21 ..22 18.567.1 19/1241 20:2887 19:6978 20:8974 21.5243 22/17/00 22:8351 23.5202 24/2258 22 19.1241 23 19.6978 20.2887 20.8974 21.5243 22.1700 22.8351 23.5202 24.2258 24.9526 23 24 19 6978 20!2887 21/5243 20 8974 22:1700 22.8351 23.5202 24.2258 24.9526 25:7012 24 20.8974 25 20.2887 21.5243 22,1700 22.8351 23.5202 24.2258 24.9526 25.7012 26.4722 25 20 8974 21 5243 26 22:1700 22.83519 23.5202 24:2258 24 9526 25:7012 26.4722 27 2664 26 27 21.5243 22.1700 22.8351 23.5202 24.2258 24.9526 25.7012 26.4722 27.2664 28.0844 27 28 22 1700 22 8351 23.5202 24.2258 24.9526 25:7012 26/47/22 27.2664 28.0844 28.9269 28 23.5202 29 22.8351 24,2258 24.9526 25.7012 26.4722 27.2664 28.0844 28.9269 29.7947 29 23 5202 24 2258 30 24.9526 25.7012 28:0844 26:4722 27:2664 28:9269 29:7947 30:6885 30 31 24.2258 24.9526 25.7012 26.4722 27.2664 28.0844 28.9269 29.7947 30.6885 31.6092 31 24.9526 25.7012 32 28.0844 26.4722 27/2664 28/9269 29:7947 30.6885 31/6092 32:5575 32 26.4722 25.7012 27.2664 28.0844 28.9269 29.7947 30.6885 31.6092 32.5575 33.5342 33 34 26:4722 27 2664 28 0844 28.9269 29:7947 30 6885 31:6092 32:5575 33.5342 34:5402 34 35 27.2664 28.0844 28.9269 29.7947 30.6885 31.6092 32.5575 33.5342 34.5402 35.5764 35 36 28:0844 28.9269 29.7947 30.6885 32:5575 31:6092 33.5342 34:5402 35.5764 36.6437 36 28.9269 37 29.7947 30.6885 31.6092 32.5575 33.5342 34.5402 35.5764 36.6437 37.7430 37 ∵38 29.7947 30.6885 31:6092 32.5575 33:5342 34:5402 35,5764 36:6437 37:7430 38:8753 38 30.6885 39 31.6092 32.5575 33.5342 34.5402 35.5764 36.6437 37.7430 38.8753 40.0416 39 40 345402 31/6092 32/5575 33.5342 35/5764 36:6437 37,7430 38.87,53 40.0416 41-2428 40 32.5575 33.5342 34.5402 35.5764 36.6437 37.7430 38.8753 40.0416 41.2428 42.4801 41 42 33/53426 34 5402 35.5764 36 6437 37.7430 40.0416 38)8753 41,2428 4317.545 42/480/ 42 43 34.5402 35.5764 36.6437 37.7430 38.8753 40.0416 41.2428 42.4801 43.7545 45.0671 43 44 35.5764 36.6437 38/87/53 37.7430 40 0416 41-2428 42:4801 43 7545 45:0671 44 46.4/191 38.8753 45 36.6437 37.7430 41.2428 40.0416 42.4801 43.7545 45.0671 46.4191 47.8117 45 -46 37,7430 38:8753 40:0416 41-2428 42:4801 43:7545 45.0671 49.2461 46/4191 47.8117 46 47 38.8753 40.0416 41.2428 42.4801 43.7545 45.0671 46.4191 47.8117 49.2461 50.7235 47 48 40 0416 41 2428 42.4801

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### Hubbard County Compensation Schedule

	2018				·						
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5	11.4861	11.8307	12.1856	12.5512	12.9277	13.3155			14:1265	14:5503	4
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7	12.1856	12.5512	12.9277	13.3155	13.7150	14.1265			14:9868	15,4364	- 6
8	12.5512	12.9277	13.31551	313.7150		14.1203	14.5503	14.9868	15.4364	15.8995	7
9	12.9277	13.3155	13.7150	14.1265	14.5503	14.9868	14.9868	15.4364		16:3765	8
<b>5710</b>	13.3155	13.7150	14.1265	14.5503	14.9868	15:4364	15.4364	15.8995	16.3765	16.8678	9
11	13.7150	14.1265	14.5503	14.9868	15.4364	15.8995	15:8995	16:3765		17:3738	40
-12		14:5503	14.9868	15.4364	515/8995	16.3765	16.3765	16.8678	17.3738	17.8950	11
13	14.5503	14.9868	15.4364	15.8995	16.3765	16.8678	16.8678	17,3738	17.8950	£18,4319	12
114	14 9868	15:4364	15.8995	[6:3765]	16.8678	17.3738	17.3738	17.8950	18.4319	18.9849	13
15	15.4364	15.8995	16.3765	16.8678	17.3738	17.8950	17.8950	18/4319	18.9849	19:5544	114
<b>%16</b>			16/8678	17:3738	17.8950		18.4319	18.9849	19.5544	20.1410	15
17	16.3765	16.8678	17.3738	17.8950	18.4319	18.4319 18.9849	18.9849	19.5544	20.1410	20 7452	16
318	16.8678	17.3738	17/8950	18.4319	318.9849	19.5544	19.5544	20.1410	20.7452	21.3676	17
19	17.3738	17.8950	18.4319	18.9849	19.5544		20.1410	20.7452	21.3676	22.0086	18
<b>⊵⁄20</b>	Transport	18:4319	18:9849	19/5544	20.1410	20.1410 20.7452	20.7452	21.3676	22.0086	22.6689	19
21	18.4319	18.9849	19.5544	20.1410	20.7452	21.3676	21,3676	22 0086	22:6689	23:3490	20
22	18.9849	19:5544	20.1410	20.7452	21.3676	22.0086	22.0086	22.6689	23.3490	24.0495	21
23	19.5544	20.1410	20.7452	21.3676	22.0086	22.6689	22:6689	23 3490	24.0495	24 77/10	22
24		20:7452	21.3676	22:00865	22/6689		23.3490	24.0495	24.7710	25.5141	23
25		21.3676	22.0086	22.6689	23.3490	23.3490	24:0495	24.7710	25:5141	26.2795	24
26	21.36761		22/6689	23.3490	24:0495	24.0495	24.7710	25.5141	26.2795	27.0679	25
27		22.6689	23.3490	24.0495	24.7710	24 7710	25:5141	26,2795	27:0679	27:8799	26
28			24.0495	24.7710	25,5141	25.5141 26:2795	26.2795	27.0679	27.8799	28.7163	27
29		24.0495	24.7710	25.5141	26.2795		27.0679	27:8799	28.7163	29/57/78	28
			25:5141	26:2795	27.0679	27.0679	27.8799	28.7163	29.5778	30.4651	29
31		25.5141	26.2795	27.0679	27.8799	27.8799	28.7163	29.5778	30.46516	531.3791°	30
the resemble of				27:8799	28.7163	28.7163	29.5778	30.4651	31.3791	32.3205	31
33		27.0679	27.8799	28.7163	29.5778		30 4651	31 3791	32:3205	33.2901	. 32
34	27:0679	27/8799	28.7763	20.7 103	30,4651	30.4651	31.3791	32.3205	33,2901	34.2888	33
35	27.8799	28 7163	29 5778	30.4651	31.3791	30,3005	32:3205	1/33:2901		35:3175	34
36	28.7163	29/5778	30.2651	31.3791		32.3205	33.2901	34.2888	35.3175	36.3770	35
37	29.5778	30 4651	31 3701	32.3205	33.2901	24 0000	39:2888	<u>5355317/53</u>	36.3770	37:4683	36
38	30.4651	31/3791	323205	33,29012		34.2888	35.3175	36.3770	37.4683	38.5923	37
39	31.3791	32 3205	33 2001	34.2888	35.3175	20.3770	30:3//0	37/4683	38 5923		38
40	32 3205	3332903	3422888	34.2000		36.3770	37.4683	38.5923	39.7501	40.9426	39
41	33.2901	34.2888	35 3175	36,3770		50 F000	38:5923	397501			40
		353375	363770	37.4683	37.4683	38.5923	39.7501	40.9426	42.1709	43.4360	41
43	35.3175	36.3770	37 4683	38.5923		39:7501	40:9426			44 7391	42
		37/4682	38:5022	39.7501	39.7501	40.9426	42.1709	43.4360	44.7391	46.0813	43
45	37.4683	38.5923	39.7501	40.9426	40.4700			44.7391			44
	38/59231	3057504	MO ONDE	70.04Z0	42.1709		44.7391	46.0813	47.4637	48.8876	45
47	39.7501	40 0436 223/2011	42 1700	43.4360		44.7391			48.8876	50.3542	<b>46</b>
ZZR	IACKOION	49:3700	42.1705 42.4260	43.4300	44.7391	46.0813	47.4637	48.8876	50.3542	51.8648	47
	**********	7470.003 B		######################################	46:0813	47:4637	48.8876	50:3542	51.8648	53.4207	48

#### **Hubbard County** Compensation Schedule

2019

1.0225 General Wage Increase

	1.0225 General Wage Increase										
Grade	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	7
77									1 Otop	- Step	Ď
		10,7479	3	4	5	6	7	8	9	10	Grade
				11.4024	11.7445	12.0968	12.4597	12.8335	13.2185	13.6151	1
5/2/2 <b>5</b>		and the second s		11.7445	12.0968	12.4597	12.8335	13,2185	13.6151	14:0236	2
				12.0968	12.4597	12.8335	13.2185	13.6151	14.0236	14.4443	3
5.00 <b>5</b>	the second contract of 12 has been as a	the state of the s	とこかくとのころいっているかんだい。	12.4597	12.8335	13.2185	13.6151	14.0236	14.4443	14.8776	14
6		12.0968		12.8335	13.2185	13.6151	14.0236	14.4443	14.8776	15.3239	5
7	and the second second second second	The state of the Server of the state of the		13.2185	13.6151	14.0236	14.4443	.14.8776	15.3239	15.7836	6.
. 8		12.8335		13.6151	14.0236	14.4443	14.8776	15.3239	15.7836	16.2571	7
9		13.2185 13.6151		14/0236	14.4443	14:8776	15:3239	15.7836	16.2571	16.7448	8
10			14.0236	14.4443	14.8776	15.3239	15.7836	16.2571	16.7448	17.2471	9
11		14.0236	The State of Particle of Space of Community	14 8776	15,3239	15.7836	16.2571	16.7448	17.247.1	17.7645	10
12	14.0236	14.4443	14.8776	15.3239	15.7836	16.2571	16.7448	17.2471	17.7645	18.2974	11
13		14.8776	and the control to be caused to the second s	15.7836	16.2574	16.7448	17.2471	17.7645	18.2974	18.8463	12
14		15.3239	15.7836	16.2571	16.7448	17.2471	17.7645	18.2974	18,8463	19.4117	13
4		15.7836	16.2571	16.7448	17.2471	17 7645	18.2974	18.8463	19.4117	19.9941	14
15	I a control of the co	16.2571	16.7448	17.2471	17.7645	18.2974	18.8463	19.4117	19.9941	20.5939	15
16		16.7448	17.2471	17.7645	18.2974	18.8463	19 4117	19 9941	20.5939	21/2117	16
17	16.7448	17.2471	17.7645	18.2974	18,8463	19.4117	19.9941	20.5939	21.2117	21.8481	17
18	17,2471	17.7645	18.2974	18.8463	19.4117	19.9941	20.5939	21.2117	21.8481	22.5035	-18
19	17.7645	18.2974	18.8463	19,4117	19.9941	20.5939	21.2117	21.8481	22.5035	23.1786	19
20	18,2974	18.8463	19,4117	19.9941	20.5939	21:21:17	21.8481	22.5035	23.1786	23.8740	20
21	18.8463	19.4117	19.9941	20.5939	21,2117	21.8481	22.5035	23,1786	23.8740	24.5902	21
22	19.4117	19.9941	20.5939	21.2117	21.8481	22.5035	23.1786	23.8740	24.5902	25,3279	22
23	19.9941	20.5939	21.2117	21.8481	22.5035	23.1786	23.8740	24.5902	25.3279	26.0877	23
24	20.5939	21.2117	21,8481	22.5035	23:1786	23.8740	24.5902	25 3279	26:0877	26 8703	24
25	21.2117	21.8481	22.5035	23.1786	23.8740	24.5902	25.3279	26.0877	26.8703	27.6764	25
26	21.8481	22.5035	23/1786	23.8740	24.5902	25,3279	26.0877	26.8703	.27:6764	28.5067	26
27	22.5035	23.1786	23.8740	24.5902	25.3279	26.0877	26.8703	27.6764	28.5067	29.3619	27
28	23.1786	23.8740	24.5902	25.3279	26.0877	26:8703	27:6764	28.5067	29/3619	30.2428	28
29	23.8740	24.5902	25.3279	26.0877	26.8703	27.6764	28.5067	29.3619	30.2428	31.1501	29
30	24:5902	25.3279	26.0877	26.8703	27:6764	28.5067	29,3619	30.2428	31.1501	32.0846	30
31	25.3279	26.0877	26.8703	27.6764	28.5067	29.3619	30.2428	31.1501	32.0846	33.0471	31
32	26.0877	26.8703	27.6764	28.5067	29.3619	30.2428	31.1501	32.0846	33.0471	34.0385	32
33	26.8703	27.6764	28.5067	29.3619	30.2428	31.1501	32.0846	33.0471	34.0385	35.0597	33
34	27.6764	28.5067	29.3619	30.2428	31.1501	32.0846	33.0471	34.0385	35.0597	36.1115	34
35	28.5067	29.3619	30.2428	31.1501	32.0846	33.0471	34.0385	35.0597	36.1115	37.1948	35
36	29.3619	30.2428	31,1501	32.0846	33.0471	34.0385	35.0597	36.11115	37,1948	38.3106	36
37	30.2428		32.0846	33.0471	34.0385	35.0597	36.1115	37.1948	38.3106	39.4599	37
	31:1501		33.0471	34.0385	35.0597	36.1115	37.1948	38.3106	Perfective and the Control of the Co	40.6437	38
39		33.0471	34.0385	35.0597	36.1115		38.3106	39.4599	40.6437	41,8630	39
			35.0597	36.1115		38.3106	39,4599	and the second and a second and a second		43 1189	40
41		35.0597	36.1115	37.1948		39.4599	40.6437	41.8630		44.4125	41
			37.1948						With the Control of t	45 7449	42
43	36.1115	37.1948	38.3106	39.4599	40.6437	Contribution to be made and by the bear and the second	with a stated interest Award Lat. No.	44.4125	45.7449	47.1172	43
44	37.1948						Salaran dan Salaran dan kacamatan dan Kabupaten 🗸 🛶		A Secretary of Contract Contra	48/5307	44
		39.4599	40.6437	41.8630	43.1189	american description (14)- E 20)	same and the factor of the fac	47.1172		49.9866	45
	39.4599	The second contract of	Contraction of the Party of the State of the		44.4125	and the second second second second		anning to the second second second second	Name and Administration of the Parket of the	51:4862	46
	40.6437		43.1189			47.1172	48.5307	49.9866	and the same of th	53.0308	47
48	41.8630	43.1189	44.4125	45.7449		48.5307	· · · · · · · · · · · · · · · · · · ·		53.0308	54 6217	48
					-				Committee of the Color of the C		

## MINNESOTA TEAMSTERS Public & Law Enforcement Union, Local 320

3001 University Avenue S.E., Suite #500 Minneapolis MN 55414

Phone: (612) 378-8700 or (800) 637-5430

Fax: (612) 331-8948

e-mail: local320@teamsterslocal320.org

#### **EXECUTIVE BOARD**

Brian Aldes, Secretary-Treasurer
Sami Gabriel, President/Business Agent
Curt Swenson, Vice-Pres./Business Agent
Craig Johnson, Recording Secretary/Bus. Agent
Marty Lamb, Trustee
Rich Wheeler, Trustee
Alston Dutchin, Trustee

#### **BUSINESS AGENTS**

Hannah Bernardson Mike Horton Joshua Loahr Roger Meunier Terry Neuberger Vance Rolfzen Erik Skoog

#### **GENERAL COUNSEL**

Paula Johnston

## COMMUNICATIONS & GOVERNMENT RELATIONS DIRECTOR

**Gus Froemke** 

#### **ORGANIZER**

Claire Thiele

#### **SUPPORT STAFF**

Sue Bastian Katie Glaser Ron Phillips Suzanne Slawson Joni Spaulding Kristi Ziegler

## TEAMSTERS JOINT COUNCIL NO. 32

3001 University Ave S.E. #510 Minneapolis MN 55414 (612) 331-3456

Lawrence Yoswa, President
Wayne Perleberg, Secretary-Treasurer
Trevor Lawrence, Vice-President
Brian Aldes, Recording Secretary
Scott Gelhar, Trustee
Roderick Alstead, Trustee
Tom Erickson, Trustee



#### JOINT COUNCIL NO. 32 D.R.I.V.E.

(Democrat Republican Independent Voter Education)
3001 University Ave S.E. #510
Minneapolis MN 55414
(612) 331-5514

Sami Gabriel, President
Mike DeBuck, Vice President
Bill Reynolds, Secretary-Treasurer
Tom Bucher, Recording Secretary
Mike Kuta, Trustee
Jesse Case, Trustee
Kurt Benson, Trustee

#### POLITICAL DIRECTOR

**Edward Reynoso** 

#### LOCAL 320 MEMBERSHIP MEETINGS

#### SECOND TUESDAY OF EACH MONTH

January February March April May September October November December

#### MEETINGS ARE HELD AT THE

Teamster Building - 3rd Floor Meeting Rooms 3001 University Avenue S. E. • Minneapolis MN 55414

Executive Board ...... 5:30 P.M. General Membership ...... 7:00 P.M.

#### Summer Meetings as scheduled

As a member of this Union you should attend all Membership Meetings. You are an important part of your Union. The united strength of your Union has brought about the much improved working conditions you now enjoy. To continue to improve these conditions your participation is required.

#### NOTICE TO ALL **LOCAL 320 MEMBERS**

#### WITHDRAWAL CARDS

If for some reason you sever employment within the jurisdiction of Local 320, be sure to contact the Union office either by phone, call 612/378-8700, or by mail. In order to be eligible for a withdrawal card YOUR DUES MUST BE PAID FOR THE CURRENT MONTH IN WHICH YOU ARE REQUESTING SAME. Example, if you leave on the 15th of the month, your dues for that month must be paid for the withdrawal card. THIS REQUEST MUST BE IN THE UNION OFFICE WITH THE CORRECT AMOUNT OF MONEY BEFORE THE LAST DAY OF THE MONTH. If your request and money are received on or after the 1st of the following month, you will be required to pay an additional month's dues to be eligible for a withdrawal card.

> BY ORDER OF THE INTERNATIONAL **BROTHERHOOD OF TEAMSTERS**

#### **MINNESOTA TEAMSTERS SERVICE BUREAU**

2829 University Avenue SE, Suite 100, Minneapolis MN 55414 (612) 676-3700/1-800-979-9725 Dan Cherryhomes, Executive Director

Some of the problems the Service Bureau can assist with include, but are not limited to:

- alcohol and drug abuse
- personal and/or family counseling
- suicide prevention
- adolescent issues
- family violence
- rape
- missing children
- social security, workers compensation, insurance, or pension issues
- consumer problems special dislocated worker projects
- literacy services

Problems that the Service Bureau can help address are limited only by the needs of the Teamster membership. It is a fact of life, that for some problems, there are no solutions. In those cases, the Service Bureau is here to assist members in the process of accepting that reality.

Working to Make a Better Life for Minnesota Teamsters