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# **Le Sueur County, MN**

**Tuesday, April 28, 2015**

**Board Meeting**

## **Item 2**

**9:05 a.m. Human Resources (10 minutes)**

**Staff Contact:**

# LABOR AGREEMENT

between

COUNTY OF LESUEUR

and

MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT  
EMPLOYEES' UNION,  
LOCAL NO. 320

*Representing*  
**COURTHOUSE UNIT**

January 1, 2015 - December 31, 2017

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**LABOR AGREEMENT  
between  
LESUEUR COUNTY  
and  
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT  
EMPLOYEES' UNION, LOCAL NO. 320**

**ARTICLE I. PURPOSE OF AGREEMENT**

- 1.1 This Agreement is entered into between the County of LeSueur, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.
- 1.2 This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

**ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for:

***"all employees of LeSueur County, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding all employees of the Social Services Department; the LeSueur-Waseca Community Health Board; the Sheriff's Water Patrol; the Highway Department (except clerical); essential employees of the Sheriff's Department; supervisors; and confidential employees."***

- 2.2 In the event the Employer and the Union are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III. DEFINITIONS**

- 3.1 Union: Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 Union Member: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: County of LeSueur.
- 3.5 One-half (½) day: Four (4) hours.
- 3.6 Part-time Employee: An employee regularly scheduled to work less than the normal

full-time work week established for the department. Part-time employees shall be compensated in accordance with Appendix A, but shall receive no other benefits under this Agreement unless expressly provided.

- 3.7 Permanent Employee: An employee who has successfully completed the probationary period established in Section 10.8.
- 3.8 Days: Unless otherwise indicated, means working days (Monday thru Friday, exclusive of holidays).
- 3.9 Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.10 Department: A division of LeSueur County government.
- 3.11 Full Month of Service: One (1) calendar month of continuous service.
- 3.12 Layoff: Separation from services with the Employer necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- 3.13 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.14 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- 3.15 Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.16 Temporary Employee: An employee hired on a temporary basis, as designated by the Employer, in a position that has little prospect for continued employment. Such employee shall earn the salary rate established by the County Board for temporary employees, not to exceed the starting rate for the classification set forth in Appendix A, and shall not receive any other benefits. An employee may be retained for up to a six month period, which may be extended up to one (1) year upon written agreement between the Employer and the Union.

#### **ARTICLE IV. EMPLOYER SECURITY**

- 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, sympathy strike, slow down or other interruption of or interference with the normal functions of the Employer. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct

them to immediately return to work. If the employee continues to violate any of the provisions of this Article, he/she may be discharged or otherwise disciplined.

- 4.2 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.

## **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the organizational structure; to select, direct and determine the number of personnel; to transfer personnel for just cause, to contract with vendors and others for goods and/or services so long as the act is performed in good faith; it represents a reasonable business decision and it does not subvert the Agreement between the parties; and to perform such other inherent managerial functions as set forth in the Public Employment Relations Act of 1971, as amended (PELRA).
- 5.2 The Employer retains the right to subcontract work performed by members of the bargaining unit. The Employer agrees to provide notice to the Union and to meet and confer regarding the impacts of such subcontracting before it shall be implemented.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## **ARTICLE VI. UNION SECURITY**

- 6.1 Dues Deduction: In recognition of the Union, as the exclusive representative, the Employer shall:
- A. Deduct from each payroll, an amount sufficient to provide payment of dues, of a "fair-share" deduction, as provided in Minnesota State Chapter 179A, if the employee elects not to become a member of the Union, from the wages of all employees authorizing, in writing, such a deduction; and
  - B. Remit such deduction to the appropriate designated officers of the Union.
- 6.2 Designation of Stewards: The Union may designate not more than two (2) employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice.
- 6.3 New Employees: The Employer agrees to notify the Union of the hire of any new employee in any unit covered by this Agreement.

- 6.4 The Union, in the responsibility of the exclusive representative of employees, represents all employees without discrimination, interference, restraint, or coercion.
- 6.5 Hold Harmless Clause: 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 Article.
- 6.6 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments of office, and Union recreational or social affairs and other items specifically approved by the Employer.

## **ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The Employer will recognize representatives designated by the union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during 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 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 of the Employer.
- 7.4 Procedure. Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

**STEP 1.** (Supervisor) 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 such grievance to the employee's supervisor as designated by the Employer. 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 representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

**STEP 2.** (Department Head) If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated representative who shall give the Union the Employer's Step 2 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 representatives final answer in Step 3. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

**STEP 3.** (County Board) If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union and 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 representatives final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 4.** (Arbitration) 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 (PELRA) 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 (BMS). Failure to select an Arbitrator within ninety (90) days of the Employer's answer in Step 3, shall be considered a "waiver" of the grievance, unless the delay in selection is caused by Employer, or the delay is mutually agreed upon by the parties in writing. (The designations in parentheses at each step are for illustration purposes only. The Employer may designate its representative at each step, regardless of these parenthetical designations.)

#### 7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator may not ignore the language of the Agreement to pursue the rule of the shop or other considerations beyond the scope of the written 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 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, 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.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union in each step.

7.7 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 VII or a procedure such as: Veteran's Preference or Civil Service. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII 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 of Article VII.

## **ARTICLE VIII. SAVINGS CLAUSE**

8.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the County of LeSueur. In the event any provisions of this Agreement shall be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions 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.

8.2 It is agreed that the Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.

## **ARTICLE IX. DISCIPLINE**

9.1 The Employer will discipline employees for just cause only. Discipline will be in one (1) or more of the following forms:

- A. oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; or
- E. discharge.

Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

9.2 Suspension, demotions and discharges will be in written form.

9.3 Written reprimands, notices of suspension and notices of discharge to become part of an employee's personnel file shall be presented in the presence of a Union representative, read and acknowledged, by the signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

9.4 Employees may examine their individual personnel files at reasonable times under the direct supervision of the Employer.

9.5 The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified; in writing, that the employee is to be discharged and shall be furnished the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting.

9.6 The Union shall have the right to be present at any questioning of an employee concerning investigation for disciplinary action against the employee.

9.7 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 3 of the Grievance Procedure, under Article VII.

## **ARTICLE X. SENIORITY**

10.1 Total Seniority. The length of continuous full-time employment with the Employer.

10.2 Classification Seniority. The length of continuous full-time employment in a particular classification within the bargaining unit. In addition, for layoff purposes only, an

employee shall retain classification seniority in such previously held bargaining unit class.

- 10.3 The Employer shall post and furnish the Union a copy of the seniority roster annually.
- 10.4 The Employer is committed to hiring the most qualified candidate for County service. If all other job relevant qualifications are equal, the most senior applicant shall receive a promotion. Job vacancies shall be posted on the Union bulletin board for five (5) working days.
- 10.5 Upon completion of the probation period, employees shall become regular employees within the meaning of the Agreement and shall be credited with seniority dating from the first date of continuous employment with the Employer.
- 10.6 During the probationary period, employees earn, but may not use vacation. Probationary employees shall be entitled to use sick leave in accord with the LeSueur County Personnel Policy. Trial period employees may use accumulated vacation and sick leave benefits.
- 10.7 Failure to obtain permanent status upon promotion shall not be grievable. An employee shall be assigned to their previous job upon failure to attain permanent status on promotion or change in classification.
- 10.8 All newly hired employees shall be required to serve a period of job probation. Additionally, any employee moving to a different classification shall be subject to a trial period. Probationary and trial periods shall be six (6) months. The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion. A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. The probationary and trial period for part-time employees shall be one thousand forty (1,040) hours.

## **ARTICLE XI. LAYOFFS**

- 11.1 A reduction of work force shall be accomplished by classification seniority.
- 11.2 An employee on layoff shall have an opportunity to return to work in his/her classification within two (2) years of his/her layoff before a new employee is hired for that classification, except that any employee on layoff who is notified by registered mail (at his/her last known address) to return to work shall have five (5) work days to indicate intent to return and ten (10) work days to return. An employee who fails to meet these time limits shall be considered to have voluntarily terminated employment with the Employer. An employee on layoff who is returned to work under the provisions of this section shall return at the same wage step that he/she was receiving at the time of layoff.

- 11.3 An employee on layoff shall have an opportunity to return to work in any vacancy within the bargaining unit, within one year of his/her layoff, if he/she meets the qualifications for the vacancy, providing that he/she applies for the vacancy within the posting period.
- 11.4 In the event of a total reduction of the work force within a classification, such employees being laid off shall be placed in any other vacancy within the bargaining unit, for which they are qualified before a new employee is hired.

## **ARTICLE XII. PAY PLAN**

- 12.1 Employees shall be compensated in accordance with the schedule attached hereto and identified as Appendix A.
- 2015 – 2% effective January 1, 2015 plus steps for eligible employees
- 2016 – 2.5% effective January 1, 2016 plus steps for eligible employees
- 2017 – 2.5% effective January 1, 2017 plus steps for eligible employees
- 12.2 An employee who is promoted shall have his/her salary raised to the minimum rate of pay for the new class. If the employee's salary before promotion is above the minimum step, the new salary shall be adjusted to the nearest higher step.
- 12.3 Employees shall receive longevity pay on the following basis:
- A. After ten (10) years of service - thirty dollars (\$30.00) per month.
- B. After twenty (20) years of service - fifty-five dollars (\$55.00) per month.
- 12.4 The Union agrees that during the life of this Agreement neither the Union, its officers or agents will bring any claims or suits, civil or administrative, as a result of any action taken or not taken by the Employer implementing comparable worth.

## **ARTICLE XIII. WORK WEEK**

- 13.1 Employees shall work a forty (40) hour week.
- 13.2 Non-exempt employees shall be compensated at their regular base rate for hours worked specifically authorized by the Employer in excess of thirty-seven and one-half (37½) but not more than forty (40) hours. Non-exempt employees shall be compensated at the rate of one and one-half (1½) the employee's rate for hours worked specifically authorized by the Employer in excess of forty (40) hours in a week. The Employer shall have the option of pay or time off. Non-exempt employees shall, upon termination of employment, be paid in cash for unused compensatory time accrued after April 14, 1986. There shall be no cash payment for unused compensatory time accrued prior to April 15, 1986.

- 13.3 Exempt employees shall be compensated at the rate of one and one-half (1½) the employee's base rate for hours worked specifically authorized by the Employer in excess of forty-eight (48) hours in a week. The Employer shall have the option of pay or time off. In no instance shall an exempt employee receive cash payment for unused accrued compensatory time. Exempt employees are those employees exempted from the provisions of the Fair Labor Standards Act, whose job duties and responsibilities are primarily professional, managerial and/or executive in nature.
- 13.4 The normal work day shall be eight (8) hours, with one-half (½) hour unpaid lunch break. Lunch period will be staggered so the office is staffed at all times.
- 13.5 A rest break of twenty (20) minutes will be allowed during each half of the work day. Break times should be staggered so that the office is sufficiently staffed at all times. The rest break should not interfere with the efficient operation of the office.
- 13.6 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 13.7 The base rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

#### **ARTICLE XIV. TRAVEL AND MEALS**

- 14.1 The Employer shall reimburse employees for the use of their personal vehicle at the rate established by County policy.
- 14.2 Employees shall be reimbursed for all expenses incurred as part of their employment in accord with the LeSueur County Personnel Policy. Prior authorization of expenses shall be required.

#### **ARTICLE XV. SICK LEAVE**

- 15.1 Sick leave with pay shall be earned by each employee at the rate of one (1) working day (eight (8) hours) for each full month of service. Unused sick leave to an employee's credit may be accumulated from year to year to a total of one hundred (100) days (eight hundred (800) hours). Once this maximum has been accumulated additional sick leave benefits earned shall be credited one-half (½) to banked sick leave, and one-half (½) to MSRS Health Care Savings Plan, effective the last pay period of the year. Banked sick leave may not be used until accumulated sick leave is exhausted.
- 15.2 Employees may use their accrued sick leave for the following:
- A. Illness of employee causing absence from work, illness of spouse, children (of any age), sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. An employee may use sick leave for themselves

or the relatives listed above as safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking as defined in M.S. 181.9413 (as amended).

- B. Temporary physical disability of employee causing absence from work;
- C. Death in the immediate family; immediate family shall include employee's spouse, parents, sister, brother, children, stepchildren, father-in-law, mother-in-law, grandparents and grandchildren.
- D. Sick leave for safety or for the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent shall not exceed 160 hours in any twelve (12) month period.

15.3 Sick leave may be used for service as a color guard, or pallbearer, provided:

- A. Sick leave for funerals under Section 15.3 may not be used more than three (3) times in any one (1) calendar year; and
- B. Sick leave for funerals under Section 15.3 shall not exceed actual time required for such funeral and travel time therefore, nor one and one-half (1½) days in each instance, whichever is less.

15.4 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job related purposes, temporary disabilities and may be treated as any other illness in connection with employment.

15.5 The Employer may require a doctor's certificate showing the nature of the illness or injury whenever sick leave is requested.

15.6 In order to be eligible for sick leave with pay, an employee must report promptly to the Employer the reason for any absence from work.

15.7 Permanent part-time employees will be granted sick leave on a pro-rated basis.

## **ARTICLE XVI. HOLIDAYS**

16.1 The following days shall be paid holidays for all permanent full-time employees.

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	½ day Christmas Eve when it falls on a Mon.-Thurs.
Fourth of July	Christmas Day
Labor Day	Two floating holidays

16.2 A paid holiday occurring on Sunday shall be observed on the following Monday, and a paid holiday occurring on Saturday shall be observed on the preceding Friday.

- 16.3 In order for the employee to qualify for the holiday pay provided by this Article, he/she must work his/her last scheduled work day immediately following the holiday unless his/her failure to do so is for a reason acceptable to the Employer.
- 16.4 A non-professional permanent full-time employee who works on any of the above mentioned holidays shall receive pay for the holiday plus one and one-half (1½) times his/her regular straight time hourly rate for all such hours worked.

## ARTICLE XVII. VACATIONS

- 17.1 Regular full-time employees shall accrue vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Days of Vacation/Month</u>
0 -1	.83 day (6.64 hours)/month
2 - 5	1 day (8.00 hours)/month
6 -10	1.25 days (10 hours)/month
11-14	1.50 days (12 hours)/month
15-19	1.75 days (14 hours)/month
20 +	2 days (16 hours)/month

- 17.2 Effective the last pay period of the year employees may carry over a maximum of two hundred and forty (240) hours of vacation balance. Employees who have accrued over two hundred and forty (240) hours of vacation time will have a one-time option, on the last pay period of the year, to:
1. Convert the hours in excess of the two hundred and forty (240) maximum into cash and deposit the amount into their 457 deferred comp plan; or
  2. donate the hours to the sick leave bank; or
  3. if the employee does not choose one of the options, hours in excess of the maximum will be lost and there shall be no pay in lieu of vacation.
- 17.3 Probationary employees shall earn vacation but shall not be eligible for vacation use until successfully completing the probationary period. An employee terminated during the probationary period shall have no accrued vacation.
- 17.4 The Employer may restrict the number of employees who are on vacation at a given time. Further the Employer may reject any request for vacation if the Employer determines that the granting of such vacation would not be in the best interests of the department. The following notice should be given to the Employer when vacation is requested:

<u>Duration of Vacation</u>	<u>Notice</u>
Two weeks or more	30 days
One - two weeks	10 days

Less than one week

48 hours

The Employer shall respond to an employee's request for vacation, in writing, within a reasonable time after receiving written notice of the request.

- 17.5 Permanent part-time employees will be granted vacation on a pro-rated basis.

## **ARTICLE XVIII. PAY CONVERSION CONTRIBUTION**

- 18.1 Commencing January 1, 2015, the Employer will contribute eight hundred forty-six dollars and thirty cents (\$846.30) per month for the regular, full-time employee's insurance under the County's group health plans.

Commencing January 1, 2015, the Employer will contribute one thousand two hundred forty dollars and forty cents (\$1,240.40) per month for the regular full-time employee's family coverage under the Employer's group health plans.

In the event that the County's contribution exceeds the cost of the employee's premium, the excess shall be paid into the employee's VEBA or HSA account, at the employee's option. For 2016 and 2017, this Article may be reopened to negotiate the County contribution toward premium costs for insurance and any changes necessary to comply with and/or avoid penalties under the Patient Protection and Affordable Care Act.

- 18.2 The Employer shall provide each regular full-time employee with ten thousand dollars (\$10,000) group term life insurance coverage.

## **ARTICLE XIX. LEAVE OF ABSENCE**

- 19.1 Military Leave. Employees who are members of any reserve component of the Military Forces of the United States shall be granted leave of absence, with pay, not to exceed fifteen (15) consecutive calendar days in one (1) year, in order to go on active duty for such training periods as are necessary to their participation in a reserve training program. All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence from the Employer, for military service, shall be applicable under this Agreement.
- 19.2 Court Duty. Any employee subpoenaed as a witness or called and selected for jury duty, shall receive his/her regular compensation and other benefits for such duty. Pay received for court duty must be given to the County by the employee. Pay for the expenses may be kept by the employee.
- 19.3 General Leave Regulations. All employees covered by this Agreement are encouraged to give as much prior notice for any leave of absence as possible so that the employer can make appropriate adjustments to staff, to insure a continuation of service to the citizens of LeSueur County.



- 19.4 Personal Leave of Absence. Personal leaves include all leaves of absence granted for reasons other than for those stated above and shall be granted at the discretion of the Employer for a period of time not to exceed six (6) months. Extension of leave for an additional six (6) months is possible pending review and approval by the Employer. Seniority, sick leave or vacation leave shall not accrue during personal leave. Personal leave is automatically extended to the employee on sick leave where accumulated paid leave expires, until such time as the Employer decides on a formal extension of personal leave.

## **ARTICLE XX. FUNERAL LEAVE**

- 20.1 The Employer will provide up to three (3) days funeral leave with pay which shall not be deducted from accrued vacation or accrued sick leave, in the event of a death in the employee's immediate family as listed in Section 20.2.
- 20.2 Funeral Leave may be authorized in cases of death of the spouse, children, grandchildren, and wards and the brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents, or grandparents of either the employee or his/her spouse.

## **ARTICLE XXI. SEVERANCE**

Upon honorable separation from the County, an employee's accumulated unused sick leave at the employee's rate of pay at the time of separation shall be placed in the MSRS Health Care Savings Plan based on the following schedule.

10-19 years of service	100% up to \$5,000.00
20-29 years of service	100% up to \$10,000.00
30 and above years of service	100% up to \$15,000.00

In the event of an employee's death, severance owed, but not paid, will be paid in cash to the employee's surviving spouse/dependents or beneficiary.

## **ARTICLE XXII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to do so.

### ARTICLE XXIII. DURATION

This Agreement will be in full force and effect as of January 1, 2015 until December 31, 2017 and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to the end of the year. If a new Agreement is not conducted prior to the expiration of this Agreement, all benefits shall remain in full force and effect until a new Agreement is concluded.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**FOR THE COUNTY OF LESUEUR**

**FOR TEAMSTERS LOCAL NO. 320**

\_\_\_\_\_  
County Board Chair

\_\_\_\_\_  
Business Representative

Attest: \_\_\_\_\_

\_\_\_\_\_  
Steward

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form and execution.

County Attorney

Dated: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

WHEREAS, the County of Le Sueur (County) and Teamsters Local No. 320 have been signatories to a series of Collective Bargaining Agreements (CBAs) concerning employees in a the Courthouse unit; and

WHEREAS, the parties have concluded negotiations for the 2015-2017 CBA; and

WHEREAS, Section 12.2 provide, that an employee who is promoted shall have his/her salary raised to the minimum rate of pay for the new class. If the employee's salary before promotion is above the minimum step, the new salary shall be adjusted to the nearest higher step;

Now, THEREFORE, the parties hereby stipulate and agree as follows:

Salary may be adjusted one additional step based upon the recommendation of the Department Head and the approval of the County Board.

All remaining terms of the 2015-2017 CBA shall remain in full force and effect.

**FOR THE COUNTY OF LE SUEUR**

**FOR TEAMSTERS LOCAL NO. 320**

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*AHjskzopeiu12contract2015-17final*

# LABOR AGREEMENT

between

COUNTY OF LESUEUR

and

MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT  
EMPLOYEES' UNION,  
LOCAL NO. 320

*Representing*  
HUMAN SERVICES UNIT

January 1, 2015 - December 31, 2017

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**LABOR AGREEMENT**  
**between**  
**LESUEUR COUNTY**  
**and**  
**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT**  
**EMPLOYEES' UNION, LOCAL NO. 320**

**ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of LeSueur, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.

This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

**ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 14, for all employees of the LeSueur County Social Services Department working more than fourteen (14) hours per week.
- 2.2 In the event the Employer and the Union are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III. DEFINITIONS**

- 3.1 Union: Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 Union Member: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: County of LeSueur.
- 3.5 One-half (½) day: Four (4) hours.
- 3.6 Part-time Employee: An employee regularly scheduled to work less than the normal full-time work week established for the department. Part-time employees shall be

compensated in accordance with Appendix A but shall receive no other benefits under this Agreement unless expressly provided.

- 3.7 Permanent Employee: An employee who has successfully completed the probationary period established in Section 10.8.
- 3.8 Days: Unless otherwise indicated, means working days (Monday thru Friday, exclusive of holidays).
- 3.9 Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.10 Department: A division of LeSueur County government.
- 3.11 Full Month of Service: One (1) calendar month of continuous service.
- 3.12 Layoff: Separation from services with the Employer necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- 3.13 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.14 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- 3.15 Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.16 Temporary Employee: An employee hired on a temporary basis, as designated by the Employer, in a position that has little prospect for continued employment. Such employee shall earn the salary rate established by the County Board for temporary employees, not to exceed the starting rate for the classification set forth in Appendix A, and shall not receive any other benefits. An employee may be retained for up to a six month period, which may be extended up to one (1) year upon written agreement between the Employer and the Union.

#### **ARTICLE IV. EMPLOYER SECURITY**

- 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, sympathy strike, slow down or other interruption of or interference with the normal functions of the Employer. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to



immediately return to work. If the employee continues to violate any of the provisions of this Article, he/she may be discharged or otherwise disciplined.

- 4.2 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.

## **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the organizational structure; to select, direct and determine the number of personnel; to transfer personnel for just cause, to contract with vendors and others for goods and/or services so long as the act is performed in good faith; it represents a reasonable business decision and it does not subvert the Agreement between the parties; and to perform such other inherent managerial functions as set forth in the Public Employment Relations Act of 1971, as amended (PELRA).
- 5.2 The Employer retains the right to subcontract work performed by members of the bargaining unit. The Employer agrees to provide notice to the Union and to meet and confer regarding the impacts of such subcontracting before it shall be implemented.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## **ARTICLE VI. UNION SECURITY**

- 6.1 Dues Deduction: In recognition of the Union, as the exclusive representative, the Employer shall:
- A. Deduct from each payroll, an amount sufficient to provide payment of dues, of a "fair-share" deduction, as provided in Minnesota State Chapter 179A, if the employee elects not to become a member of the Union, from the wages of all employees authorizing, in writing, such a deduction; and
  - B. Remit such deduction to the appropriate designated officers of the Union.
- 6.2 Designation of Stewards: The Union may designate not more than two (2) employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice.
- 6.3 New Employees: The Employer agrees to notify the Union of the hire of any new employee in any unit covered by this Agreement.

- 6.4 The Union, in the responsibility of the exclusive representative of employees, represents all employees without discrimination, interference, restraint, or coercion.
- 6.5 Hold Harmless Clause: 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 Article.
- 6.6 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments of office, and Union recreational or social affairs and other items specifically approved by the Employer.

## **ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during 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 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 of the Employer.
- 7.4 Procedure. Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

**STEP 1.** (Supervisor) 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 such grievance to the employee's supervisor as designated by the Employer. 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 representatives final answer in Step 1.

Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

**STEP 2.** (Department Head) If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated representative who shall give the Union the Employer's Step 2 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 representatives final answer in Step 3. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

**STEP 3.** (County Board) If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union and 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 representatives final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 4.** (Arbitration) 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 (PELRA) 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 (BMS). Failure to select an Arbitrator within ninety (90) days of the Employer's answer in Step 3, shall be considered a "waiver" of the grievance, unless the delay in selection is caused by the Employer, or the delay is mutually agreed upon by the parties in writing.

The designations in parentheses at each step are for illustration purposes only. The Employer may designate its representative at each step, regardless of these parenthetical designations.

## 7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator may not ignore the language of the Agreement to pursue the rule of the shop or other considerations beyond the scope of the written 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 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, 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.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union in each step.

7.7 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 VII or a procedure such as: Veteran's Preference or Civil Service. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII 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 of Article VII.

## **ARTICLE VIII. SAVINGS CLAUSE**

8.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the County of LeSueur. In the event any provisions of this Agreement shall be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions 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.

- 8.2 It is agreed that the Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.

## **ARTICLE IX. DISCIPLINE**

- 9.1 The Employer will discipline employees for just cause only. Discipline will be in one (1) or more of the following forms:

- A. oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; or
- E. discharge.

Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

- 9.2 Suspension, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspension and notices of discharge to become part of an employee's personnel file shall be presented in the presence of a Union representative, read and acknowledged, by the signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 9.4 Employees may examine their individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.5 The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified; in writing, that the employee is to be discharged and shall be furnished the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting.
- 9.6 The Union shall have the right to be present at any questioning of an employee concerning investigation for disciplinary action against the employee.

- 9.7 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 3 of the Grievance Procedure, under Article VII.

## **ARTICLE X. SENIORITY**

- 10.1 Total Seniority. The length of continuous full-time employment with the Employer.
- 10.2 Classification Seniority. The length of continuous full time employment in a particular classification within the bargaining unit. In addition, for layoff purposes only, an employee shall retain classification seniority in such previously held bargaining unit class.
- 10.3 The Employer shall post and furnish the Union a copy of the seniority roster annually.
- 10.4 The Employer is committed to hiring the most qualified candidate for county service. If all other job relevant qualifications are equal, the most senior applicant shall receive a promotion. Job vacancies shall be posted on the Union bulletin board for five (5) working days.
- 10.5 Upon completion of the probation period, employees shall become regular employees within the meaning of the Agreement and shall be credited with seniority dating from the first date of continuous employment with the Employer.
- 10.6 During the probationary period, employees earn, but may not use vacation. Probationary employees shall be entitled to use sick leave in accord with the LeSueur County Personnel Policy. Trial period employees may use accumulated vacation and sick leave benefits.
- 10.7 Failure to obtain permanent status upon promotion shall not be grievable. An employee shall be assigned to their previous job upon failure to attain permanent status on promotion or change in classification.
- 10.8 All newly hired employees shall be required to serve a period of job probation. Additionally, any employee moving to a different classification shall be subject to a trial period. Probationary and trial periods shall be six (6) months. The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion. A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. The probationary and trial period for part-time employees shall be one thousand forty (1,040) hours.

## **ARTICLE XI. LAYOFFS**

- 11.1 A reduction of work force shall be accomplished by classification seniority.
- 11.2 An employee on layoff shall have an opportunity to return to work in his/her classification within two (2) years of his/her layoff before a new employee is hired for that classification, except that any employee on layoff who is notified by registered mail (at his/her last known address) to return to work shall have five (5) work days to indicate intent to return and ten (10) work days to return. An employee who fails to meet these time limits shall be considered to have voluntarily terminated employment with the Employer. An employee on layoff who is returned to work under the provisions of this section shall return at the same wage step that he/she was receiving at the time of layoff.
- 11.3 An employee on layoff shall have an opportunity to return to work in any vacancy within the bargaining unit, within one year of his/her layoff, if he/she meets the qualifications for the vacancy, providing that he/she applies for the vacancy within the posting period.
- 11.4 In the event of a total reduction of the work force within a classification, such employees being laid off shall be placed in any other vacancy within the bargaining unit, for which they are qualified before a new employee is hired.

## **ARTICLE XII. PAY PLAN**

- 12.1 Employees shall be compensated in accordance with the schedule attached hereto and identified as Appendix A.
- 2015 - 2% effective January 1, 2015 plus steps for eligible employees
- 2016 - 2.5% effective January 1, 2016 plus steps for eligible employees
- 2017 - 2.5% effective January 1, 2017 plus steps for eligible employees
- 12.2 An employee who is promoted shall have his/her salary raised to the minimum rate of pay for the new class. If the employee's salary before promotion is above the minimum step, the new salary shall be adjusted to the nearest higher step.
- 12.3 Employees shall receive longevity pay on the following basis:
- A. After ten (10) years of service - thirty dollars (\$30.00) per month.
- B. After twenty (20) years of service - fifty-five dollars (\$55.00) per month.
- 12.4 The Union agrees that during the life of this Agreement neither the Union, its officers or agents will bring any claims or suits, civil or administrative, as a result of any action taken

or not taken by the Employer implementing comparable worth.

### **ARTICLE XIII. WORK WEEK**

- 13.1 Employees shall work a forty (40) hour week.
- 13.2 Non-exempt employees shall be compensated at the rate of one and one-half (1½) the employee's rate for hours worked specifically authorized by the Employer in excess of forty (40) hours in a week. The Employer shall have the option of pay or time off. Non-exempt employees shall, upon termination of employment, be paid in cash for unused compensatory time accrued after April 14, 1986. There shall be no cash payment for unused compensatory time accrued prior to April 15, 1986.
- 13.3 Exempt employees shall be compensated at the rate of one and one-half (1½) the employee's base rate for hours worked specifically authorized by the Employer in excess of forty-eight (48) hours in a week. The Employer shall have the option of pay or time off. In no instance shall an exempt employee receive cash payment for unused accrued compensatory time. The following classifications shall be considered exempted for the purposes of overtime compensation: merit system professional schedule employees.
- 13.4 The normal work day shall be eight (8) hours, with one-half (½) hour unpaid lunch break. Lunch period will be staggered so the office is staffed at all times.
- 13.5 A rest break of twenty (20) minutes will be allowed during each half of the work day. Break times should be staggered so that the office is sufficiently staffed at all times. The rest break should not interfere with the efficient operation of the office.
- 13.6 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 13.7 Mental Health Center staff required to be on call will be compensated at \$1.00 per hour for being on call and shall receive an additional seventy dollars (\$70.00) per week stipend.
- 13.8 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

### **ARTICLE XIV. TRAVEL AND MEALS**

- 14.1 The Employer shall reimburse employees for the use of their personal vehicle at the rate established by County policy.



- 14.2 Employees shall be reimbursed for all expenses incurred as part of their employment in accord with the LeSueur County Personnel Policy. Prior authorization of expenses shall be required.

## **ARTICLE XV. SICK LEAVE**

- 15.1 Sick leave with pay shall be earned by each employee at the rate of one (1) working day (eight (8) hours) for each full month of service. Unused sick leave to an employee's credit may be accumulated from year to year to a total of one hundred (100) days (eight hundred (800) hours). Once this maximum has been accumulated additional sick leave benefits earned shall be credited one-half (½) to banked sick leave, and one-half (½) to MSRS Health Care Savings Plan, effective the last pay period of the year. Banked sick leave may not be used until accumulated sick leave is exhausted.

- 15.2 Employees may use their accrued sick leave for the following:

- A. Illness of employee causing absence from work illness of spouse, children (of any age), sibling, parent, mother-in-law, father-in-law grandchild, grandparent or stepparent. An employee may use sick leave for themselves or the relatives listed above as safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking as defined in M.S, 181.9413 (as amended).
- B. Temporary physical disability of employee causing absence from work;
- C. Death in the immediate family; immediate family shall include employee's spouse, parents, sister, brother, children, stepchildren, father-in-law, mother-in-law, grandparents and grandchildren.
- D. Sick leave for safety leave or for the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent shall not exceed 160 hours in any twelve (12) month period.

- 15.3 Sick leave may be used for service as a color guard, or pallbearer, provided:

- A. Sick leave for funerals under Section 15.3 may not be used more than three (3) times in any one (1) calendar year; and
- B. Sick leave for funerals under Section 15.3 shall not exceed actual time required for such funeral and travel time therefore, nor one and one-half (1½) days in each instance, whichever is less.

- 15.4 The Employer may require a doctor's certificate showing the nature of the illness or injury whenever sick leave is requested.

- 15.5 In order to be eligible for sick leave with pay, an employee must report promptly to the Employer the reason for any absence from work.
- 15.6 Permanent part-time employees will be granted sick leave on a pro-rated basis.

## ARTICLE XVI. HOLIDAYS

- 16.1 The following days shall be paid holidays for all permanent full-time employees.

New Year's Day	Labor Day	Christmas Day
Martin Luther King Day	Veterans' Day	2 Floating Holidays
Presidents Day	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	
Fourth of July	½ day Christmas Eve Day when it falls on a Mon-Thurs.	

- 16.2 A non-professional permanent full-time employee who works on any of the above mentioned holidays shall receive pay for the holiday plus one and one-half (1½) times his/her regular straight time hourly rate for all such hours worked.
- 16.3 A paid holiday occurring on Sunday shall be observed on the following Monday, and a paid holiday occurring on Saturday shall be observed on the preceding Friday.
- 16.4 In order for the employee to qualify for the holiday pay provided by this Article, he/she must work his/her last scheduled work day immediately following the holiday unless his/her failure to do so is for a reason acceptable to the Employer.

## ARTICLE XVII. VACATIONS

- 17.1 Regular full-time employees shall accrue vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Days of Vacation/Month</u>
0 - 1	.83 day (6.64 hours)/month
2 - 5	1 day (8 hours)/month
6 - 10	1¼ days (10 hours)/month
11-14	1½ days (12 hours)/month
15-19	1.75 days (14 hours)/month
20 +	2 days (16 hours)/month

- 17.2 Effective the last pay period of the year employees may carry over a maximum of two hundred and forty (240) hours of vacation balance. Employees who have accrued over two hundred and forty (240) hours of vacation time will have a one-time option, on the last pay period of the year, to:
1. Convert the hours in excess of the two hundred and forty (240) maximum into cash and deposit the amount into their 457 deferred comp plan: or

2. donate the hours to the sick leave bank; or
3. if the employee does not choose one of the options, hours in excess of the maximum will be lost and there shall be no pay in lieu of vacation.

17.3 Employees who on the date this contract is signed enjoy a greater vacation earning rate shall retain their current rate until they fit into the above schedule.

17.4 Probationary employees shall earn vacation but shall not be eligible for vacation use until successfully completing the probationary period. An employee terminated during the probationary period shall have no accrued vacation.

17.5 The Employer may restrict the number of employees who are on vacation at a given time. Further the Employer may reject any request for vacation if the Employer determines that the granting of such vacation would not be in the best interests of the department. The following notice should be given to the Employer when vacation is requested:

<u>Duration of Vacation</u>	<u>Notice</u>
Two weeks or more	30 days
One - two weeks	10 days
Less than one week	48 hours

The Employer shall respond to an employee's request for vacation, in writing, within a reasonable time after receiving written notice of the request.

17.6 Permanent part-time employees will be granted vacation on a pro-rated basis.

## **ARTICLE XVIII. PAY CONVERSION CONTRIBUTION**

18.1 Commencing January 1, 2015, the Employer will contribute eight hundred forty-six dollars and thirty cents (\$846.30) per month for the regular full-time employee's single insurance under the County's group health plans.

Commencing January 1, 2015, the Employer will contribute one thousand two hundred forty dollars and forty cents (\$1,240.40) per month for the regular full-time employee's family coverage under the Employer's group health plans.

In the event that the County's contribution exceeds the cost of the employee's premium, the excess shall be paid into the employee's VEBA or HSA account, at the employee's option. For 2016-2017, this Article may be reopened to negotiate the County contribution toward premium costs for insurance and any changes necessary to comply with and/or avoid penalties under the Patient Protection and Affordable Care Act.

18.2 The Employer shall provide each regular full-time employee with ten thousand dollars (\$10,000) group term life insurance coverage.

## **ARTICLE XIX. LEAVE OF ABSENCE**

- 19.1 **Military Leave.** Employees who are members of any reserve component of the Military Forces of the United States shall be granted leave of absence, with pay, not to exceed fifteen (15) consecutive calendar days in one (1) year, in order to go on active duty for such training periods as are necessary to their participation in a reserve training program. All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence from the Employer, for military service, shall be applicable under this Agreement.
- 19.2 **Court Duty.** Any employee subpoenaed as a witness or called and selected for jury duty, shall receive his/her regular compensation and other benefits for such duty. Pay received for court duty must be given to the County by the employee. Pay for the expenses may be kept by the employee.
- 19.3 **Maternity Leave.** Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job related purposes, temporary disabilities and may be treated as any other illness in connection with employment. An employee at her option may voluntarily elect to apply for an extended leave of absence without pay for maternity purposes which shall be granted for a period not to exceed six (6) months which will be treated as another leave without pay. The selection of one of these options (medical condition, leave of absence without pay for maternity purposes) shall preclude the utilization of other option by the employee.
- 19.4 **General Leave Regulations.** All employees covered by this Agreement are encouraged to give as much prior notice for any leave of absence as possible so that the employer can make appropriate adjustments to staff, to insure a continuation of service to the citizens of LeSueur County.
- 19.5 **Personal Leave of Absence.** Personal leaves include all leaves of absence granted for reasons other than for those stated above and shall be granted at the discretion of the Employer for a period of time not to exceed six (6) months. Extension of leave for an additional six (6) months is possible pending review and approval by the Employer. Seniority, sick leave or vacation leave shall not accrue during personal leave. Personal leave is automatically extended to the employee on sick leave where accumulated paid leave expires, until such time as the Employer decides on a formal extension of personal leave.

## **ARTICLE XX. FUNERAL LEAVE**

- 20.1 The Employer will provide up to three (3) days funeral leave with pay which shall not be deducted from accrued vacation or accrued sick leave, in the event of a death in the employee's immediate family as listed in Section 20.2.

20.2 Funeral Leave may be authorized in cases of death of the spouse, children, grandchildren, and wards and the brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents, or grandparents of either the employee or his/her spouse.

#### **ARTICLE XXI. SEVERANCE**

Upon honorable separation from the County, an employee's accumulated unused sick leave at the employee's rate of pay at the time of separation shall be placed in the MSRS Health Care Savings Plan based on the following schedule:

10-19 years of service	100% up to \$5,000.00
20-29 years of service	100% up to \$10,000.00
30 and above years of service	100% up to \$15,000.00

In the event of an employee's death, severance owed, but not paid, will be paid in cash to the employee's surviving spouse/dependents or beneficiary.

#### **ARTICLE XXII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to do so.

#### **ARTICLE XXIII. DURATION**

This Agreement will be in full force and effect as of January 1, 2015 until December 31, 2017 and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to the end of the year. If a new Agreement is not conducted prior to the expiration of this Agreement, all benefits shall remain in full force and effect until a new Agreement is concluded.

**FOR THE COUNTY OF LE SUEUR**

\_\_\_\_\_  
County Board Chair      Date

Attest:

\_\_\_\_\_  
Administrator              Date

Approved as to form and execution.

\_\_\_\_\_  
County Attorney              Date

Local320\LeSueurHumSvs\Contract\2015-2017final

**FOR TEAMSTERS LOCAL NO. 320**

\_\_\_\_\_  
Business Representative      Date

\_\_\_\_\_  
Steward                      Date

\_\_\_\_\_  
Steward                      Date

County provide Appendix A - please



# Human Resources

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88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057  
Telephone: 507-357-8517 • Fax: 507-357-8607  
Cindy Westerhouse – Human Resources Director

## **HUMAN RESOURCES AGENDA ITEMS April 28, 2015**

The Employee Recognition Committee and the Le Sueur County Commissioners wish to recognize the following employees celebrating their significant length of service anniversaries.

Ken Tupy	Highway Department	30 years
Jeff Neisen	Information Technology	10 years
Monica Muchow	Sheriff's Office	10 years
Jo Corrow	Assessor's Office	10 years
Leah Frederick	Public Health	5 years

Recommendation to post and request the merit list for a full time Community Support Technician, in Human Services, as a Grade 5, Step 1 at \$15.79 per hour.

Recommendation to sign the 2015 – 2017 Labor Agreement between Le Sueur County and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, Courthouse Unit.

Recommendation to sign the 2015 – 2017 Labor Agreement between Le Sueur County and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, Human Services Unit.

Recommendation to approve the 2015 wages, 2.0 percent cost of living and step to eligible employees; 2016 wages, 2.5 percent cost of living and step to eligible employees; 2017 wages, 2.5 percent cost of living and step to eligible employees, for all non-union employees.

Recommendation to approve the 2015 wages for the elected officials.

*Equal Opportunity Employer*



Non-Union Full & Part time	
EMPLOYEE NAME	2015 COLA and/ or STEP
BAKER/COLLEEN M	\$26.03
BEER/ABBY J	\$31.32
BENDER/SHAYNE T	\$38.62
BLASCHKO/CAROL J	\$38.62
BLASCHKO/DEBRA S	\$32.43
BLASCHKO/MINDY	\$15.20
BLASCHKO/PATRICIA A	\$19.20
BROCKWAY/KATHLEEN M	\$36.05
BROWN/JODY	\$22.34
BRUNS/CARRIE L	\$16.91
COLLINS/ROBERT O	\$14.85
COPP/SIERRA	\$17.69
DOHERTY/THOMAS P	\$21.55
DUNKELBECK/PAMELA K	\$18.16
ERICKSON/MICHAELA	\$14.01
ERICKSON/SHARON E	\$32.43
FILLMORE/KIMBERLY S	\$21.62
FISCHENICH/LINDA A	\$38.62
FLICEK/JENNIFER LYNN	\$32.43
FREDERICK/KEITH G	\$23.14
FREDERICK/LEAH M	\$29.24
FREEMAN/LOWELL S	\$30.28
GAUDETTE/MEGAN	\$26.00
GERR/SCOTT M	\$34.83
GOLGART/JAMES W SR	\$30.26
GRUNZKE/LYNAE K	\$31.32
HANNA/JAY	\$18.33
HOLICKY/SUE A	\$19.20
HOLICKY/VANESSA	\$27.30
HOULIHAN/MEGHAN	\$15.20

EMPLOYEE NAME	2015 COLA and/ or STEP
HOULIHAN/MEGHAN	\$17.07
JOHNSTON/KRISTEN K	\$13.22
JONES/KELLY L	\$25.76
KARELS/AMBER T	\$32.43
KING/BENJAMIN J	\$34.37
KINNIRY/TUCKER	\$17.07
KOPET/CONSTANCE J	\$27.93
KOPET/ROBBIE C	\$26.95
KRAMER/RUBY L	\$17.69
KREKELBERG/LORI C	\$13.22
LARSON/KANDACE N	\$26.65
LEACH/LUANN	\$32.43
LEMMER/ARLENE M	\$16.16
LUKES/KELE	\$17.07
LUTTERMAN/JUSTIN D	\$26.60
MAETZOLD/MARJORIE	\$22.92
MASON/BRETT V	\$40.58
MCCABE/DOUG P	\$26.03
MCMILLEN/JAMES M	\$28.86
MORAN/JASON L	\$34.37
MUCHOW/MONICA A	\$17.69
NEISEN/JEFFREY M	\$26.65
NELSON/MELANIE O	\$26.65
NICOLIN/ANDREW C	\$23.98
O'MALLEY/ELISA A	\$38.62
O'MALLEY/MARY JO	\$19.45
ORCUTT/PAULA A	\$32.43
OVERN/RYAN M	\$34.01
PANKRATZ/DANIELLE	\$12.76
PETRASEK/ROBERT	\$17.07
PINNEY/BRIDGET	\$24.86
PRIBYL/ANGELA M	\$22.61

EMPLOYEE NAME	2015 COLA and/ or STEP
REAK/BONNIE J	\$19.45
ROSA/MIRANDA	\$25.67
ROSSOW/DEREK	\$17.69
RYNDA/SUSAN L	\$47.10
SCHATZ/MARY LYNN	\$32.43
SCHINDLER/TOM R	\$26.03
SCHMIDT/SCOTT A	\$26.03
SERICH/DEBBIE A	\$27.93
SHAUGHNESSY/CYNTHIA M	\$45.99
SMITH/BRAD L	\$23.14
SOWIEJA/KARI J	\$26.94
STADICK/JESSICA L	\$31.32
THOMSON/SONJA M	\$18.54
TIEGS/DAVID M	\$37.31
TRAXLER/ANN L	\$28.25
TUMA/DARLENE G	\$38.62
VON BANK/JACK	\$13.22
WALBURN/CAROL J	\$13.22
WALECHKA/VICKI L	\$27.88
WESTERHOUSE/CINDY A	\$31.38
WIGAND/SYDNIE M	\$25.42
WIYNINGER/MEGAN	\$27.30
WOOD/PAULA	\$13.22
2015 Elected Officials Wages	
NAME	2015 Annual Wages
Pam Simonette	\$91,357.35
David Tietz	\$101,272.50

EMPLOYEE NAME	2015 COLA and/ or STEP
Sharon Budin	\$65,692.20
Brent Christian	\$92,648.85