



**LABOR AGREEMENT BETWEEN
THE COUNTY OF MILLE LACS
AND
TEAMSTERS LOCAL NO. 320
(Non-Licensed Essential Employee Unit)**

JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

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Article 1.
PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Mille Lacs, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.2 Specify the full and complete understanding of the parties; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

Article 2.
RECOGNITION

- 2.1 The Employer recognizes the Union as a sole and exclusive bargaining agent under Minnesota Statutes, Chapter 179A, Public Employment Labor Relations Act, for all non-licensed essential employees in the Mille Lacs County Sheriff's Department who work more than fourteen (14) hours per week and sixty-seven (67) days per year, excluding supervisory employees, confidential employees, licensed essential employees, and all other County employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Article 3.
DEFINITIONS

- 3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 EMPLOYER: Mille Lacs County Board of Commissioners
- 3.3 UNION MEMBER: A member of Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 FULL-TIME EMPLOYEE: Employee who is normally scheduled to work a 40 hour week.
PERMANENT FULL-TIME EMPLOYEE: A full-time employee who has completed the required probationary period.
- 3.6 PART-TIME EMPLOYEE: An employee who is employed in a position designated as a permanent part-time position by the Employer for a minimum of 20 hours per week.
PERMANENT PART-TIME EMPLOYEE: A part-time employee who has completed the required probationary period.
- 3.7 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.

- 3.8 SENIORITY: Length of continuous service with the Employer.
- 3.9 UNION OFFICER: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320.
- 3.10 WORKWEEK: The workweek shall begin at 00:00.0 a.m. Sunday and end at 11:59:59 the following Saturday.

Article 4.

EMPLOYER AUTHORITY

- 4.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and to establish work schedules, to set and amend budgets and determine the number of personnel, and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 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 5.

UNION SECURITY

- 5.1 The County shall deduct from the wages of employees who authorize such a deduction in writing and amount necessary to cover monthly Union dues or a "Fair Share" deduction, as provided in Minnesota Statute Sec. 179A.06, Subd, 3 & 6, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.
- 5.2 The Union may designate employees from the bargaining unit to act as steward and alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 5.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 5.4 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 Agreement.
- 5.5 The Union agrees to reimburse the Employer the cost of Union member's time spent in negotiation meetings.

Article 6.

EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 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.
- 6.2 UNION REPRESENTATIVES: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of

the names of such Union Representatives and of their successors when so designated as provided by 5.2 of this Agreement.

6.3 PROCESSING 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 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 work programs of the Employer.

6.4 PROCEDURE: Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

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

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

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall

be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Bureau of Mediation Services.

6.5 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 close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based on just cause of 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.

6.6 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 Employee'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. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step. The filing or appeal of a grievance shall be deemed effective if it is personally served or post-marked within the time limits set forth above.

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

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

Article 7.
WORK SCHEDULE

- 7.1 The work year for all full-time employees shall be two thousand eighty (2,080) hours, an averaged forty (40) hour week, to be accounted for by each employee through:
- a) Hours worked on assigned shifts;
 - b) Holidays;
 - c) Assigned training;
 - d) Authorized leave time.
- 7.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours employees may be assigned to work per day or per week.

Article 8.
OVERTIME

- 8.1 Employees who are regularly scheduled to work forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay for all hours worked in excess of forty (40) hours in a week. Employees who are regularly scheduled to work rotating shifts shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay for all hours worked in excess of eighty (80) hours in a two week pay period. Employees shall be paid at overtime rates for all time worked on Sundays and legal holidays or days observed as holidays, if the employee has already worked a minimum of forty (40) hours in that work week. Up to forty (40) hours of compensatory time may be accumulated. All compensatory hours earned beyond the maximums will be paid out as overtime in the pay period earned.
- 8.2 For the purpose of computing overtime compensation under 8.1, overtime shall not be pyramided, compounded or paid twice for the same hours worked.
- 8.3 Employees have the obligation to work overtime when directed to do so unless unusual circumstances prevent the employee from working.
- 8.4 Overtime will be distributed as equally as practicable by employee classifications.
- 8.5 Overtime refused by employees will, for record purposes under Article 8.4, be considered as unpaid overtime worked.

Article 9.
HOLIDAYS

- 9.1 Full-time permanent employees will be eligible for the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Employees who work on Christmas Eve shall be eligible to accrue four (4) hours of straight comp time.

Any employee working on other than a continuous work shift operation shall have the day off with pay.

- 9.2 In order to qualify for the holiday pay under 9.1, an otherwise qualified employee must work his/her last scheduled workday immediately preceding the holiday and his/her first scheduled work day immediately following the holiday, unless the employee is on paid leave or the absence is for a reason satisfactory to the employee's supervisor.
- 9.3 Any employee required to work on a holiday shall receive time and one-half (1 1/2) the regular rate of pay for all hours worked, plus their holiday pay for the holidays listed in 9.1. Their holiday pay shall be paid according to Section 9.6 of this Article.
- 9.4 When a holiday falls on a day a permanent part-time employee is normally scheduled to work, such employees shall be compensated in an amount equal to the employee's basic daily pay rate times the ratio of the employee's normally scheduled hours per week to a forty (40) hour workweek.
- 9.5 Employees shall receive two (2) floating holidays per calendar year (eight hours each). They may use said floating holiday with seventy-two hour advance notice and the approval of the department head or their supervisor. However, the department head or supervisor may limit the number of employees who may use their floating holiday to no more than one employee at a time.
- 9.6 It is the intention of this section that employees who work shift work shall receive their holiday pay for all ten (10) holidays in a separate check by December 5th of each year.

Article 10.
VACATIONS

10.1 Probationary and Permanent Full Time Employees earn vacation benefits at the following rate:

Beginning Employment	.9166 days per month of service (11 days per year)
Beginning Fifth Year	1.0833 days per month of service (13 days per year)
Beginning Tenth Year	1.4166 days per month of service (17 days per year)
Beginning Fifteenth Year	1.5833 days per month of service (19 days per year)
Beginning Twentieth Year	1.75 days per month of service (21 days per year)
Beginning Twenty-Fifth Year	1.9166 days per month of service (23 days per year)

Probationary and Permanent Part Time employees shall be granted vacation according to the same schedule but on a pro-rated basis, based on an average of the number of hours the employee works per week.

- 10.2 Employees shall be allowed to carry over up to 240 hours of vacation from pay period to pay period.
- 10.3 Employees shall be granted vacations in accordance with seniority, and the vacation list shall be posted during the months of February and March for the employees to sign up for their vacations.
- 10.4 In all cases, use of vacation shall be subject to the needs and service obligations of the Employer. An employee must receive prior approval from their department head or designee for using vacation.
Probationary employees are not allowed to use vacation during their probationary period.
- 10.5 Transfer of Vacation Leave: Employees may transfer their accrued vacation leave to the sick leave account of another employee per the County's Vacation Donation Policy in effect.

Article 11.
SICK LEAVE

- 11.1 Full-time employees shall earn sick leave at the rate of one (1) working day for each full month of service. Part-time employees shall earn pro-rated sick leave based on their normal workweek.
For employees hired on or after January 1, 2014: Employees shall not accrue more than five hundred twenty (520) hours of sick time.
For employees hired before January 1, 2014: Employees who have a sick leave accumulation in excess of eight hundred (800) hours at the end of the last pay period paid in December shall have one-half (1/2) of the hours accumulated in excess of eight hundred (800) hours added to their vacation accrual, and the other one-half (1/2) shall be paid at the employee's regular base rate of pay as of the last pay period paid in December. The conversion to vacation and the cash payment shall be paid in January of the following year.
- 11.2 Sick leave shall be granted for the following:
 - 11.2.1 Actual Sickness
 - 11.2.2 Temporary physical disability.
 - 11.2.3 Serious illness or death in the immediate family.
"Immediate family" shall be construed to mean the employee's spouse, children, parents, mother-in-law, father-in-law, siblings, grandparents, grandchildren, or stepparent.
 - 11.2.4 Quarantine.
- 11.3 Prior to any employee's return to work from sick leave of over three (3) days, the Employer may request a physician's statement indicating the employee is able to return to work and perform the essential functions of the employee's job.

Article 12.
SEVERANCE PAY

12.1 Severance pay will be paid to full-time employees upon:

- Retirement.
- Resignation because of disability verified by a physician.
- Death – Amount to be paid to the administrator of estate or legal beneficiary.
- Resignation in good standing.

Severance shall be paid as follows:

Most Recent Hire Date	Continuous Years of Service	Leave Type	% of each Leave Type Included in the Computation of Severance
1/1/14 or later	10 or more years	Vacation	100%
		Sick Leave	50%
	Less than 10 years	Vacation	100%
		Sick Leave	0%
Prior to 1/1/14	10 or more years	Vacation	100%
		Sick Leave	50%
		Years of Service	1 day's pay for each year of continuous service
	3 or more years	Vacation	100%
		Sick Leave	25%
	< 3 years	Vacation	100%
		Sick Leave	0%

Article 13.
INSURANCE

13.1 Permanent and probationary full-time employees are eligible for the following insurance benefits. The Employer shall establish a medical insurance program subject to the limitations, benefits, and conditions established between the Employer and an insurance carrier.

For each insurance-eligible employee who selects single medical coverage, the Employer will contribute 95% of the premium for the \$15 co-pay plan. Effective 9/1/16, the Employer will contribute 100% of the premium for the \$30 co-pay plan. For each eligible employee who selects family coverage, the Employer will contribute up to \$850 per month.

In no case shall the Employer contribution exceed the actual cost of any of these insurance benefits. Any additional costs for such coverage shall be paid by the employee through payroll deduction.

Beginning in 2016, the 80/20 Plan is no longer available as a health plan to new employees. Beginning in 2017, the 80/20 Plan is no longer available.

For employees enrolled in the Minimum Value Plan, the Employer shall contribute \$2,750 to the HSA for family coverage, and \$2,328 for single coverage. The Employer's contribution to the HSA will be paid on a monthly basis over the course of a full year of enrollment in the Minimum Value Plan.

- 13.2 The Employer shall establish a term life insurance program subject to limitations, benefits and conditions established by the contract between the Employer and the insurance carrier for a minimum of \$15,000.
- Subd. 1 The term life insurance program shall provide a death benefit for all full-time and part-time employees working thirty (30) hours per week or more.
- Subd. 2 The Employer shall pay the full cost of the monthly premium cost of the term life insurance program.
- 13.3 The Employer shall provide and pay the full cost of the monthly premium for a group dental plan for eligible employees.
- 13.4 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations, or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

Article 14.

SENIORITY, PROBATIONARY PERIODS

- 14.1 Effective May 1, 2016, all newly hired or rehired employees shall serve a twelve (12) month probationary period, during which time they may be terminated at the sole discretion of the Employer. All employees hired prior to May 1, 2016 shall serve a six (6) month probationary period, during which time they may be terminated at the sole discretion of the Employer. When a newly hired employee resigns or is terminated before the employee's probationary period expires, the employee is not eligible to receive sick, vacation or severance pay.
- 14.2 Upon completion of the probationary period employees shall become regular employees within the meaning of this Agreement, and shall be credited with seniority dating from the first day of continuous employment with the Employer.
- 14.2.1 The principle of seniority shall apply in layoffs, recalls, and transfers provided however no regular employee shall be laid off while probationary employees are working and provided further the senior employee is qualified to perform the work available.
- 14.2.2 Permanent job vacancies within the designated bargaining unit shall be posted by the Employer for a period of seven (7) calendar days and first consideration shall be given to present employees covered by this Agreement, provided no applicant will be selected unless he/she:
- a. Has the necessary qualifications to meet the standards of the vacancy; and
 - b. Has the ability to perform the duties and responsibilities of the job vacancy; and
 - c. Applies within the seven (7) day posting time.

- 14.2.3 An employee assigned to a posted job shall be on probation for six (6) months during which time he/she may be returned to his/her former position at the sole discretion of the Employer but without loss of seniority.
- 14.2.4 Layoff. When the Employer determines that it is necessary to reduce the number of staff in a classification within the Department, layoffs shall be made in the reverse order of seniority, with the least senior employee in the classification to be laid off first. However, the Employer may retain a less senior female employee in the classifications of Correctional Officer/911 Dispatcher when necessary to comply with regulations of the Minnesota Department of Corrections. An employee in the classification of Recreation Director or Program Coordinator who has received notice of layoff may bump the least senior employee in the classification of Correctional Officer/911 Dispatcher, provided the Recreation Director or Program Coordinator has greater seniority and has previously been employed in the classification of Correctional Officer/911 Dispatcher with Mille Lacs County. The bumping will not cause the Employer to be out of compliance with the regulations of the Minnesota Department of Corrections.
- 14.2.5 Recall from Layoff. Recall from layoff shall be by classification within the Department, in inverse order of layoff. Employees shall retain rights to recall for one (1) year from the effective date of the layoff, at which time all rights to recall shall terminate. Notification of recall shall be by registered or certified mail to the employee's last address on file with the Employer. It shall be the employee's responsibility to notify the Employer of their current address. An employee who does not indicate acceptance of recall within ten (10) calendar days of the date the notice was mailed, shall be considered to have resigned from employment with the Employer. During the period of layoff, the employee will not accrue seniority and benefits, but will retain the seniority accrued as of the date of layoff.

Article 15.

WAGES

- 15.1 Step movement shall be granted on the 13th payroll in 2016 and 2017.
- 15.2 General wage increase:
- 1% effective January 1, 2016
 - 1.5% effective July 3, 2016
 - 2% effective January 1, 2017
- 15.3 Employees temporarily transferred from a job at one rate to a job at a lower rate shall not have their rate of pay reduced thereby until the transfer has been made permanent.

Article 16.

UNIFORMS

- 16.1 Correctional Officers and Jail Sergeants shall receive a uniform allowance of \$700 annually, and non-uniformed staff (911 Communications Specialists, STS Crew Leader, Program Coordinator and Recreation Director) shall receive a uniform allowance of \$250 annually.

- 16.2 The taxable uniform allowance shall be paid by separate check, one-half (1/2) in June and one-half (1/2) in December.
- 16.3 The cost of the initial uniform issue shall be deducted from the uniform allowance. No uniform allowance will be paid until credit sufficient to cover the cost of the initial issue has been earned.
- 16.4 When an employee has worked for Mille Lacs County for a period of time sufficient that he/she has earned a uniform allowance in an amount which will pay for the initial issue of the uniform and equipment he/she shall own the uniform and equipment.

Article 17.

CALL BACK, COURT TIME AND SHIFT DIFFERENTIAL

- 17.1 Court Time. Any employee the Sheriff requires to appear in court in a matter related to his/her employment with the County or is called to duty during scheduled off duty time shall be paid for such time at the rate of time and one-half (1 1/2) his/her regular rate of pay for a minimum of two (2) hours. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.
- 17.2 On Call Pay. An employee required to be on call shall be paid one dollar and fifty cents (\$1.50) per hour for all hours the employee is on call.
- 17.3 Shift Differential. Employees will be paid a shift differential for all hours worked between the hours of 6:00 p.m. and 6:00 a.m. of seventy-five cents (\$0.75) per hour.

Article 18.

DISCIPLINE

- 18.1 The Sheriff will discipline employees for just cause only. Discipline will be in the form of:
 - a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 18.2 Suspensions, demotions, and discharges will be in written form.
- 18.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 18.4 Employees may examine their own individual personnel file at reasonable times under the direct supervision of the Sheriff or County Administrator.

Article 19.

WAIVER

- 19.1 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.

19.2 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 term or condition 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 of the parties at the time this contract was negotiated or executed.

Article 20.

SAVINGS CLAUSE

20.1 This agreement is subject to the laws of the United States, the State of Minnesota and the County of Mille Lacs. 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 provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

Article 21.


DURATION

21.1 This Agreement shall be effective as of the 1st day of January, 2016, and shall remain in effect until the 31st day of December, 2017, and shall remain in effect from year to year thereafter unless either party shall give written notice prior to any anniversary date of its desire to amend or terminate the Agreement.


In witness thereof the parties here to have set their signatures on this 19th day of Apr. 1, 2016.

COUNTY OF MILLE LACS

TEAMSTERS LOCAL NO. 320



Roger Tellinghuisen, Board Chairperson



Craig Johnson, Business Agent



Pat Oman, County Administrator

_____, Union Officer

DATED: 4/19/2016

DATED: 4-13-16

MEMORANDUM OF UNDERSTANDING

between

**the COUNTY OF MILLE LACS and TEAMSTERS Local No. 320 (Non-Licensed Essential Unit)
(Health Care Savings Plan)**

This Memorandum of Agreement is entered into between Mille Lacs County (hereafter "County") and the Minnesota Teamsters Local No. 320, Sheriff's Non-Licensed Essential Unit (hereafter "Union").

WHEREAS, the Union has agreed by a majority vote to participate in a HCSP; and

WHEREAS, the Union further agreed, by a majority vote, to approve HCSP contributions, via payroll deductions.


NOW, THEREFORE, BE IT RESOLVED that upon separation of employment in good standing for those members hired on or before January 1, 2000, one hundred percent (100%) of their available vacation, compensatory time, sick leave, and severance shall be deposited into the employee's Health Care Savings Plan through the Minnesota State Retirement System.

BE IT FURTHER RESOLVED that this MOU will sunset on December 31, 2017. However, the Agreement will continue past this date if the Union does not propose a change.

BE IT FURTHER RESOLVED that upon an employee's death, contributions cannot be made to the HCSP.

IN WITNESS WHEREOF, the parties hereto have set their hands.

MILLE LACS COUNTY




Roger Teunghuisen, Chairman



Pat Oman, Administrator

Dated: 4/19/2016

TEAMSTERS LOCAL NO. 320



Craig Johnson, Business Agent

, Union Steward

Dated: 4-13-16

LETTER OF UNDERSTANDING

Between

The County of Mille Lacs

and

Teamsters Local No. 320

Section 1

The employer shall give employees fourteen (14) days notice of a permanent schedule change. A permanent schedule change shall be defined as a schedule change in effect for more than one month.

Section 2

The above conditions shall be waived in the case of an emergency.



2016 Uniform Payscale
1% general adjustment over 2015

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11												
A	\$	10.49	\$	10.94	\$	11.25	\$	11.56	\$	11.86	\$	12.17	\$	12.48	\$	12.78	\$	13.09	\$	13.40	\$	13.70	\$	14.01
B	\$	11.20	\$	11.68	\$	12.01	\$	12.34	\$	12.66	\$	12.99	\$	13.32	\$	13.65	\$	13.97	\$	14.30	\$	14.63	\$	14.95
C	\$	11.96	\$	12.47	\$	12.82	\$	13.17	\$	13.52	\$	13.87	\$	14.22	\$	14.57	\$	14.92	\$	15.27	\$	15.61	\$	15.96
D	\$	12.77	\$	13.31	\$	13.69	\$	14.06	\$	14.43	\$	14.80	\$	15.18	\$	15.55	\$	15.92	\$	16.30	\$	16.67	\$	17.04
E	\$	13.63	\$	14.21	\$	14.61	\$	15.01	\$	15.41	\$	15.80	\$	16.20	\$	16.60	\$	17.00	\$	17.40	\$	17.79	\$	18.19
F	\$	14.55	\$	15.17	\$	15.60	\$	16.02	\$	16.45	\$	16.87	\$	17.30	\$	17.72	\$	18.14	\$	18.57	\$	18.99	\$	19.42
G	\$	15.53	\$	16.20	\$	16.65	\$	17.10	\$	17.56	\$	18.01	\$	18.46	\$	18.92	\$	19.37	\$	19.82	\$	20.28	\$	20.73
H	\$	16.58	\$	17.29	\$	17.77	\$	18.26	\$	18.74	\$	19.22	\$	19.71	\$	20.19	\$	20.68	\$	21.16	\$	21.65	\$	22.13
I	\$	17.70	\$	18.46	\$	18.97	\$	19.49	\$	20.01	\$	20.52	\$	21.04	\$	21.56	\$	22.07	\$	22.59	\$	23.11	\$	23.62
J	\$	18.85	\$	19.66	\$	20.21	\$	20.76	\$	21.31	\$	21.86	\$	22.41	\$	22.96	\$	23.51	\$	24.06	\$	24.61	\$	25.16
K	\$	20.07	\$	20.93	\$	21.52	\$	22.11	\$	22.69	\$	23.28	\$	23.86	\$	24.45	\$	25.04	\$	25.62	\$	26.21	\$	26.79
L	\$	21.38	\$	22.29	\$	22.92	\$	23.54	\$	24.17	\$	24.79	\$	25.41	\$	26.04	\$	26.66	\$	27.29	\$	27.91	\$	28.54
M	\$	22.77	\$	23.74	\$	24.41	\$	25.07	\$	25.74	\$	26.40	\$	27.07	\$	27.73	\$	28.40	\$	29.06	\$	29.73	\$	30.39
N	\$	24.25	\$	25.29	\$	25.99	\$	26.70	\$	27.41	\$	28.12	\$	28.83	\$	29.53	\$	30.24	\$	30.95	\$	31.66	\$	32.37
O	\$	25.82	\$	26.93	\$	27.68	\$	28.44	\$	29.19	\$	29.95	\$	30.70	\$	31.45	\$	32.21	\$	32.96	\$	33.72	\$	34.47
P	\$	27.50	\$	28.68	\$	29.48	\$	30.29	\$	31.09	\$	31.89	\$	32.69	\$	33.50	\$	34.30	\$	35.10	\$	35.91	\$	36.71
Q	\$	29.29	\$	30.54	\$	31.40	\$	32.25	\$	33.11	\$	33.96	\$	34.82	\$	35.68	\$	36.53	\$	37.39	\$	38.24	\$	39.10
R	\$	31.19	\$	32.53	\$	33.44	\$	34.35	\$	35.26	\$	36.17	\$	37.08	\$	37.99	\$	38.90	\$	39.82	\$	40.73	\$	41.64
S	\$	33.22	\$	34.64	\$	35.61	\$	36.58	\$	37.55	\$	38.52	\$	39.49	\$	40.46	\$	41.43	\$	42.40	\$	43.37	\$	44.34
T	\$	35.38	\$	36.90	\$	37.93	\$	38.96	\$	39.99	\$	41.03	\$	42.06	\$	43.09	\$	44.13	\$	45.16	\$	46.19	\$	47.23
U	\$	37.68	\$	39.29	\$	40.39	\$	41.49	\$	42.59	\$	43.69	\$	44.79	\$	45.90	\$	47.00	\$	48.10	\$	49.20	\$	50.30
V	\$	40.13	\$	41.85	\$	43.02	\$	44.19	\$	45.36	\$	46.53	\$	47.71	\$	48.88	\$	50.05	\$	51.22	\$	52.39	\$	53.57
W	\$	42.74	\$	44.57	\$	45.82	\$	47.06	\$	48.31	\$	49.56	\$	50.81	\$	52.06	\$	53.30	\$	54.55	\$	55.80	\$	57.05
X	\$	45.51	\$	47.46	\$	48.79	\$	50.12	\$	51.45	\$	52.78	\$	54.11	\$	55.44	\$	56.77	\$	58.10	\$	59.43	\$	60.75
Y	\$	48.47	\$	50.55	\$	51.97	\$	53.38	\$	54.80	\$	56.21	\$	57.63	\$	59.04	\$	60.46	\$	61.87	\$	63.29	\$	64.70



2016 Uniform Payscale
1.5% general adjustment
effective 7/3/16

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11
A	\$ 10.65	\$ 11.11	\$ 11.42	\$ 11.73	\$ 12.04	\$ 12.35	\$ 12.66	\$ 12.97	\$ 13.29	\$ 13.60	\$ 13.91	\$ 14.22
B	\$ 11.37	\$ 11.86	\$ 12.19	\$ 12.52	\$ 12.85	\$ 13.19	\$ 13.52	\$ 13.85	\$ 14.18	\$ 14.51	\$ 14.85	\$ 15.18
C	\$ 12.14	\$ 12.66	\$ 13.01	\$ 13.37	\$ 13.72	\$ 14.08	\$ 14.43	\$ 14.79	\$ 15.14	\$ 15.49	\$ 15.85	\$ 16.20
D	\$ 12.96	\$ 13.51	\$ 13.89	\$ 14.27	\$ 14.65	\$ 15.03	\$ 15.40	\$ 15.78	\$ 16.16	\$ 16.54	\$ 16.92	\$ 17.30
E	\$ 13.83	\$ 14.43	\$ 14.83	\$ 15.23	\$ 15.64	\$ 16.04	\$ 16.44	\$ 16.85	\$ 17.25	\$ 17.66	\$ 18.06	\$ 18.46
F	\$ 14.77	\$ 15.40	\$ 15.83	\$ 16.26	\$ 16.69	\$ 17.12	\$ 17.55	\$ 17.99	\$ 18.42	\$ 18.85	\$ 19.28	\$ 19.71
G	\$ 15.76	\$ 16.44	\$ 16.90	\$ 17.36	\$ 17.82	\$ 18.28	\$ 18.74	\$ 19.20	\$ 19.66	\$ 20.12	\$ 20.58	\$ 21.04
H	\$ 16.83	\$ 17.55	\$ 18.04	\$ 18.53	\$ 19.02	\$ 19.51	\$ 20.00	\$ 20.50	\$ 20.99	\$ 21.48	\$ 21.97	\$ 22.46
I	\$ 17.96	\$ 18.73	\$ 19.26	\$ 19.78	\$ 20.31	\$ 20.83	\$ 21.35	\$ 21.88	\$ 22.40	\$ 22.93	\$ 23.45	\$ 23.98
J	\$ 19.13	\$ 19.95	\$ 20.51	\$ 21.07	\$ 21.63	\$ 22.18	\$ 22.74	\$ 23.30	\$ 23.86	\$ 24.42	\$ 24.98	\$ 25.54
K	\$ 20.37	\$ 21.25	\$ 21.84	\$ 22.44	\$ 23.03	\$ 23.63	\$ 24.22	\$ 24.82	\$ 25.41	\$ 26.01	\$ 26.60	\$ 27.20
L	\$ 21.70	\$ 22.63	\$ 23.26	\$ 23.89	\$ 24.53	\$ 25.16	\$ 25.80	\$ 26.43	\$ 27.06	\$ 27.70	\$ 28.33	\$ 28.96
M	\$ 23.11	\$ 24.10	\$ 24.77	\$ 25.45	\$ 26.12	\$ 26.80	\$ 27.47	\$ 28.15	\$ 28.82	\$ 29.50	\$ 30.17	\$ 30.85
N	\$ 24.61	\$ 25.67	\$ 26.38	\$ 27.10	\$ 27.82	\$ 28.54	\$ 29.26	\$ 29.98	\$ 30.70	\$ 31.41	\$ 32.13	\$ 32.85
O	\$ 26.21	\$ 27.33	\$ 28.10	\$ 28.86	\$ 29.63	\$ 30.39	\$ 31.16	\$ 31.93	\$ 32.69	\$ 33.46	\$ 34.22	\$ 34.99
P	\$ 27.91	\$ 29.11	\$ 29.92	\$ 30.74	\$ 31.56	\$ 32.37	\$ 33.19	\$ 34.00	\$ 34.82	\$ 35.63	\$ 36.45	\$ 37.26
Q	\$ 29.73	\$ 31.00	\$ 31.87	\$ 32.74	\$ 33.61	\$ 34.47	\$ 35.34	\$ 36.21	\$ 37.08	\$ 37.95	\$ 38.81	\$ 39.68
R	\$ 31.66	\$ 33.02	\$ 33.94	\$ 34.87	\$ 35.79	\$ 36.72	\$ 37.64	\$ 38.56	\$ 39.49	\$ 40.41	\$ 41.34	\$ 42.26
S	\$ 33.72	\$ 35.16	\$ 36.15	\$ 37.13	\$ 38.12	\$ 39.10	\$ 40.09	\$ 41.07	\$ 42.06	\$ 43.04	\$ 44.02	\$ 45.01
T	\$ 35.91	\$ 37.45	\$ 38.50	\$ 39.55	\$ 40.59	\$ 41.64	\$ 42.69	\$ 43.74	\$ 44.79	\$ 45.84	\$ 46.89	\$ 47.93
U	\$ 38.24	\$ 39.88	\$ 41.00	\$ 42.12	\$ 43.23	\$ 44.35	\$ 45.47	\$ 46.58	\$ 47.70	\$ 48.82	\$ 49.93	\$ 51.05
V	\$ 40.73	\$ 42.48	\$ 43.66	\$ 44.85	\$ 46.04	\$ 47.23	\$ 48.42	\$ 49.61	\$ 50.80	\$ 51.99	\$ 53.18	\$ 54.37
W	\$ 43.38	\$ 45.24	\$ 46.50	\$ 47.77	\$ 49.04	\$ 50.30	\$ 51.57	\$ 52.84	\$ 54.10	\$ 55.37	\$ 56.64	\$ 57.90
X	\$ 46.20	\$ 48.18	\$ 49.53	\$ 50.87	\$ 52.22	\$ 53.57	\$ 54.92	\$ 56.27	\$ 57.62	\$ 58.97	\$ 60.32	\$ 61.67
Y	\$ 49.20	\$ 51.31	\$ 52.74	\$ 54.18	\$ 55.62	\$ 57.05	\$ 58.49	\$ 59.93	\$ 61.36	\$ 62.80	\$ 64.24	\$ 65.67



2017 Uniform Payscale
2% general adjustment

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11
A	\$ 10.86	\$ 11.33	\$ 11.65	\$ 12.28	\$ 12.60	\$ 12.92	\$ 13.23	\$ 13.55	\$ 13.87	\$ 14.19	\$ 14.50	\$ 14.81
B	\$ 11.60	\$ 12.10	\$ 12.43	\$ 13.11	\$ 13.45	\$ 13.79	\$ 14.13	\$ 14.47	\$ 14.80	\$ 15.14	\$ 15.48	\$ 15.81
C	\$ 12.38	\$ 12.91	\$ 13.27	\$ 14.00	\$ 14.36	\$ 14.72	\$ 15.08	\$ 15.44	\$ 15.80	\$ 16.17	\$ 16.53	\$ 16.89
D	\$ 13.22	\$ 13.78	\$ 14.17	\$ 14.94	\$ 15.33	\$ 15.71	\$ 16.10	\$ 16.48	\$ 16.87	\$ 17.26	\$ 17.64	\$ 18.03
E	\$ 14.11	\$ 14.71	\$ 15.13	\$ 15.95	\$ 16.36	\$ 16.77	\$ 17.19	\$ 17.60	\$ 18.01	\$ 18.42	\$ 18.83	\$ 19.25
F	\$ 15.06	\$ 15.71	\$ 16.15	\$ 17.03	\$ 17.47	\$ 17.91	\$ 18.35	\$ 18.79	\$ 19.23	\$ 19.67	\$ 20.10	\$ 20.54
G	\$ 16.08	\$ 16.77	\$ 17.24	\$ 18.18	\$ 18.65	\$ 19.11	\$ 19.58	\$ 20.05	\$ 20.52	\$ 20.99	\$ 21.46	\$ 21.94
H	\$ 17.16	\$ 17.90	\$ 18.40	\$ 19.40	\$ 19.90	\$ 20.40	\$ 20.91	\$ 21.41	\$ 21.91	\$ 22.41	\$ 22.91	\$ 23.41
I	\$ 18.32	\$ 19.11	\$ 19.64	\$ 20.71	\$ 21.25	\$ 21.78	\$ 22.32	\$ 22.85	\$ 23.39	\$ 23.92	\$ 24.46	\$ 24.99
J	\$ 19.51	\$ 20.35	\$ 20.92	\$ 22.06	\$ 22.63	\$ 23.20	\$ 23.77	\$ 24.34	\$ 24.91	\$ 25.48	\$ 26.05	\$ 26.62
K	\$ 20.78	\$ 21.67	\$ 22.28	\$ 23.49	\$ 24.10	\$ 24.71	\$ 25.31	\$ 25.92	\$ 26.53	\$ 27.13	\$ 27.74	\$ 28.35
L	\$ 22.13	\$ 23.08	\$ 23.73	\$ 25.02	\$ 25.67	\$ 26.31	\$ 26.96	\$ 27.60	\$ 28.25	\$ 28.90	\$ 29.54	\$ 30.19
M	\$ 23.57	\$ 24.58	\$ 25.27	\$ 26.65	\$ 27.33	\$ 28.02	\$ 28.71	\$ 29.40	\$ 30.09	\$ 30.77	\$ 31.46	\$ 32.15
N	\$ 25.10	\$ 26.18	\$ 26.91	\$ 28.38	\$ 29.11	\$ 29.84	\$ 30.58	\$ 31.31	\$ 32.04	\$ 32.78	\$ 33.51	\$ 34.24
O	\$ 26.73	\$ 27.88	\$ 28.66	\$ 30.22	\$ 31.00	\$ 31.78	\$ 32.56	\$ 33.34	\$ 34.13	\$ 34.91	\$ 35.69	\$ 36.47
P	\$ 28.47	\$ 29.69	\$ 30.52	\$ 32.19	\$ 33.02	\$ 33.85	\$ 34.68	\$ 35.51	\$ 36.34	\$ 37.17	\$ 38.01	\$ 38.84
Q	\$ 30.32	\$ 31.62	\$ 32.51	\$ 34.28	\$ 35.16	\$ 36.05	\$ 36.93	\$ 37.82	\$ 38.71	\$ 39.59	\$ 40.48	\$ 41.37
R	\$ 32.29	\$ 33.68	\$ 34.62	\$ 36.51	\$ 37.45	\$ 38.39	\$ 39.34	\$ 40.28	\$ 41.22	\$ 42.16	\$ 43.11	\$ 44.05
S	\$ 34.39	\$ 35.87	\$ 36.87	\$ 38.88	\$ 39.88	\$ 40.89	\$ 41.89	\$ 42.90	\$ 43.90	\$ 44.90	\$ 45.91	\$ 46.91
T	\$ 36.63	\$ 38.20	\$ 39.27	\$ 41.41	\$ 42.48	\$ 43.55	\$ 44.62	\$ 45.68	\$ 46.75	\$ 47.82	\$ 48.89	\$ 49.96
U	\$ 39.01	\$ 40.68	\$ 41.82	\$ 44.10	\$ 45.24	\$ 46.38	\$ 47.52	\$ 48.65	\$ 49.79	\$ 50.93	\$ 52.07	\$ 53.21
V	\$ 41.54	\$ 43.33	\$ 44.54	\$ 46.96	\$ 48.18	\$ 49.39	\$ 50.60	\$ 51.82	\$ 53.03	\$ 54.24	\$ 55.46	\$ 56.67
W	\$ 44.24	\$ 46.14	\$ 47.43	\$ 50.02	\$ 51.31	\$ 52.60	\$ 53.89	\$ 55.18	\$ 56.48	\$ 57.77	\$ 59.06	\$ 60.35
X	\$ 47.12	\$ 49.14	\$ 50.52	\$ 53.27	\$ 54.64	\$ 56.02	\$ 57.40	\$ 58.77	\$ 60.15	\$ 61.52	\$ 62.90	\$ 64.28
Y	\$ 50.18	\$ 52.33	\$ 53.80	\$ 56.73	\$ 58.20	\$ 59.66	\$ 61.13	\$ 62.59	\$ 64.06	\$ 65.52	\$ 66.99	\$ 68.46