

LABOR AGREEMENT

BETWEEN

COUNTY OF ITASCA

AND

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

(Probation Officers)



Effective January 1, 2019 through December 31, 2021

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PREAMBLE

This agreement is made and entered into between the Itasca County Board of Commissioners, hereinafter referred to as the Employer, and Teamsters Local 320, hereinafter referred to as the Union. The Employer and the Union will hereinafter be collectively referred to as the parties.

ARTICLE 1. PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to;

- 1.1 Maintain and increase individual productivity and quality of service.
- 1.2 Provide an orderly procedure for the resolution of grievances.
- 1.3 Prevent any interruptions of work or interference with the efficient operation of the Office.
- 1.4 Express the complete agreement between the parties on wages and terms and conditions of employment.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. The parties recognize that this Agreement is not intended to limit or modify any of the authority vested in the district court, judges or other statutorily authorized entity.

The provisions of this Article may not be used as the basis for a grievance.

ARTICLE 2. DEFINITION OF EMPLOYEES

Regular Employee: The term "Regular Employee", as used in this Agreement, shall refer to employees described below. In all cases, a regular employee's seniority and anniversary date (first date of employment) shall be subject to Article 11.

- 2.1 **REGULAR FULL-TIME EMPLOYEE:** An employee in the bargaining unit who has completed the required probationary period and who is normally scheduled to work a forty (40) hour week.
- 2.2 **REGULAR PART-TIME EMPLOYEE:** An employee in the bargaining unit who has completed the required probationary period and who is normally scheduled to work less than a forty (40) hour week but at least a twenty (20) hour week.

ARTICLE 3. RECOGNITION

- 3.1 The Employer recognizes the Union as the exclusive representative for the following bargaining unit as established by the August 6, 2014 Certification of Exclusive Representative, BMS Case No. 14-PCE-0605 and described as:

All Probation Officers employed by Itasca County, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.04, subd. 14, excluding supervisory, confidential, and all other employees.

ARTICLE 4. MANAGEMENT RIGHTS

- 4.1 Except as limited by the specific provisions of this Agreement or applicable law, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of Itasca County in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to layoff or relieve employees due to lack of work or other valid reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including subcontracting 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; to take whatever actions may be necessary to carry out the missions of the Employer in declared emergencies; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.
- 4.2. The Employer signatories to this contract shall have the right to designate responsibility for Employer functions required under this Agreement pursuant to applicable statutory provisions and to designate representatives authorized to act on their behalf with respect to matters arising under this Agreement.
- 4.3 Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement, as per PELRA, Minnesota Statutes 179A.01, et. seq. The Employer including its manager supervisors and representative at all levels is firmly bound to observe the conditions of this Agreement. The Union including its officers and representatives and all employees are firmly bound to observe the conditions of this Agreement.
- 4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

B. There shall be no interference with the rights of the employees to become or continue as members of the Union.

C. No discrimination shall be exercised against any employee because of Union membership or because of race, color, religion, sex, ethnicity/national origin, age, disability, marital status, sexual orientation, gender identity or expression, genetic information, veteran or military status, pregnancy, familial status, status with regard to public assistance, or any other unlawful reason.

ARTICLE 5. UNION SECURITY

5.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted monthly to the Union representative designated in writing by the Union.

5.2 The Union may designate employees from the bargaining unit to act as a steward and an 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 boards for the posting of Union notices and announcements. Union notices and announcements shall not contain matters of a political or inflammatory nature.

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 Article.

ARTICLE 6. GRIEVANCE PROCEDURE

6.1 A grievance, for the purpose of this article, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this Agreement.

6.2 Employees shall have the right to process grievances through the procedures of this article or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a grievance may be processed through one procedure or the other, but not both. An employee who pursues a grievance through a procedure other than the procedure provided in

this section shall waive the rights of this article of the Agreement.

- 6.3 If a grievance is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the Employer within 7 calendar days. The Employer's response will be made in writing within 7 calendar days after the close of the discussion.

A grievance not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator or designee in consultation with Human Resources within 14 calendar days. Human Resources shall give the Union the Employer's Step 2 response in writing within 14 calendar days after the close of the discussion. A grievance not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the County Board or its designee within 28 calendar days. The County Board or its designee shall give the Union the Employer's Step 3 response in writing within 14 calendar days. A grievance not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the Employer-designated representative's final Step 3 response.

Step 4. Mediation of a grievance: Upon completion of the previous Step and prior to requesting arbitration, the Union and the Employer may, by mutual agreement, request mediation of the grievance by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the grievance. After the mediator or either party determines that further mediation would serve no purpose, a grievance may be appealed to Step 5 within 30 calendar days.

Step 5. The grievance appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of grievances as

established by the State Bureau of Mediation Services. Any unresolved grievance not submitted for arbitration shall be considered settled on the basis of the Employer's Step 3 response and/or Step 4.

6.4 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 30 days following close of the hearing or submission of briefs by the parties, whichever is 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.

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.

- 6.5 Duly authorized representatives of the Union shall have the right to accompany the employee and/or the Union Grievance Committee at all times in the discussion or adjustment of grievances.
- 6.6 The Union agrees that the past practices of the Employer shall not be the basis for grievances that it files.
- 6.7 There shall be no grievable job evaluations.
- 6.8 If as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 6 or a procedure such as: Civil Service or Veterans Preference. If appealed to any procedure other than Step 3 of Article 6, the grievance is not subject to the arbitration procedure as

provided in Step 3 of Article 6.

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, this paragraph shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE 7. HOURS OF WORK

- 7.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 7.2 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 7.3 Employees will receive comp time for hours actually worked in excess of forty (40) per week at one and one-half hours comp time off for each hour actually worked. The limit on this bank will be 80 hours. In no instance may cash be substituted for compensatory time off except upon separation.
- 7.4 The assignment of overtime shall be at the discretion of the Employer. Employees must receive prior authorization from the employee's immediate supervisor before working any overtime, except in cases of emergency.
- 7.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.
- 7.6 Neither the base pay rate specified in Appendix A nor overtime pay shall be paid more than once for the same hours worked under any provisions of this agreement.
- 7.7 A Call-Out is defined as the return of an employee to a specified worksite to perform emergency duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call out, nor is phone support. If an employee is called back to the work site after completing the regular work day or is called out to a work site during the employee's regular scheduled time and/or day off, the employee shall receive a minimum of 2 hours of compensatory time.
- 7.8 Emergency technical support: If an employee receives a phone call, text message or other communication from authorized individuals outside the hours of their scheduled shift that takes more than 5 minutes to respond to, the employee shall

receive pay for the actual time worked rounding up to the next 15 minute increment.

ARTICLE 8. HOLIDAYS

- 8.1 All regular employees shall receive the following paid holidays provided said employees perform work, are on vacation, are on sick leave, or are gone due to a death in the family or similar cause, in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday:

New Years Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas

When the County government is closed as a result of a County paid holiday not listed above, Employees shall be required to work unless they take accumulated vacation or the floating holiday, after securing the approval of the Director.

- 8.2 All regular Employees will receive three (3) floating holidays each calendar year. The floating holiday must be taken in the calendar year in which it is earned or it is lost. The floating holidays cannot be split, but must be taken in its entirety. Initial employment probationary employee will receive 1 floating holiday on their date of hire, 1 floating holiday on May 1st, and 1 floating holiday on September 1st.
- 8.3 Work on a Holiday. When required to work on an observed, non-floating holiday, the Employee shall receive pay for the hours worked on the holiday at straight time and an alternate day off to be used within four (4) months.
- 8.4 When a paid holiday falls on an Employee's scheduled day off or during his/her vacation, he/she shall receive an additional day of paid vacation providing said holiday falls on the employee's normal work day.
- 8.5 To receive a paid holiday, part-time Employees must work the last scheduled day prior to the holiday and the first scheduled day following the holiday.
- 8.6 The Holiday and Floating Holidays will be eight (8) hours for full time employees and prorated holiday hours for part time employees will be based on FTE (full time

equivalency) status in approved budgets rather than hours worked.

ARTICLE 9. VACATIONS

9.1 All regular Employees shall receive vacation benefits with pay as follows:

<u>Completed Years of Service</u>	<u>Rate of Accumulation Of Vacation Hours Per Pay Period of Work</u>	<u>Number of Working Hours of Vacation Time Earned Per Year</u>
0 – 48 months/0-4 years	3.077 hours	80.002 hours
49 – 108 months/5-9 years	4.616 hours	120.016 hours
109 –168 months/10-14 years	6.154 hours	160.004 hours
169 months/+15 years	7.693 hours	200.018 hours

As vacation is earned, it shall be recorded on an hourly basis and may be used as it is earned following the completion of the probationary period.

In the event an employee has an accumulation of 248 hours or more effective with the last payroll of the year, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

9.2 Regular Employees who have accumulated 600 hours of sick leave shall be granted a bonus vacation and sick leave as follows:

- A. A regular Employee shall earn 3.693 hours of sick leave per pay period, only if the beginning balance is less than 1,000 hours.
- B. An employee shall earn 1.847 hours bonus vacation per pay period in addition to the 3.693 hours sick leave accrual for any pay period in which the beginning balance of the Employee's accumulative leave is 600 hours or more. However, the 1.847 hours bonus vacation time cannot be earned in any pay period in which the Employee takes sick leave.

9.3 Upon termination of employment for any cause, regular Employees shall be paid for any accumulated vacation credits including pro-rata payments for periods of less than one year.

9.4 All Employees who have used all of their accumulated sick leave hours shall at that time, if illness continues, be granted any vacation credits earned in that year.

9.5 All regular part-time Employees working less than full time shall receive vacation benefits on a pro-rated basis based upon FTE (full-time equivalency) status in approved budgets. Vacation credit shall be posted each pay period.

ARTICLE 10. SICK LEAVE

- 10.1 All regular full-time employees shall earn sick leave at the rate of 3.693 hours for each pay period of service in which they have worked at least 50% of the pay period and may accumulate unused sick leave to a maximum of 1,000 hours.

NOTE: For those employees who have 600 or more sick hours accumulated, see Article 9.2, Section B, for calculation of bonus vacation earnings.

Part-time regular employees shall accumulate sick leave credit on a pro-rata basis based upon FTE (full-time equivalency) status in approved budgets to be posted each pay period.

- 10.2 New employees in regular positions shall accrue and may use sick leave during the probation period.
- 10.3 The Human Resources Director may, at his/her discretion, require evidence of personal illness.
- 10.4 Sick leave credit may be earned only while an employee is working at his/her regular job or is on a regular vacation. Legal holidays falling on working days shall be considered working days for such leave credit.
- 10.5 Bereavement Leave: Regular employees shall be allowed to use 24 hours of bereavement leave time in case of death in the immediate family. Sixteen (16) additional hours of death in the family leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:
- Spouse, and parents, thereof,
 - Children, including adopted and stepchildren, and spouses thereof,
 - Parents, grandparents and grandchildren of the employee and/or the spouse,
 - Brothers and sisters, and spouses thereof,
 - Domestic Partner/Guardian
- 10.6 Compensable Injury: If a regular employee of the Employer shall receive a compensable injury and has accrued benefits under either the sick leave or vacation plan, the County shall pay the difference between the compensation received by the employee and the employee's regular monthly or hourly rate of net pay, same to be deducted from said accrued vacation or sick leave benefit. The Employer will provide for the payments described in this section during the period of disability.

It is understood that the additional payments made to the employee over and above that paid by Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

- 10.7 Sick Leave of Absence: After an employee has used all accumulated sick leave, vacation, and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.
- 10.8 Upon termination of employment prior to, on or subsequent to the normal retirement date, an employee shall allocate as severance pay 70% of the employee's accumulated but unused sick leave from the first date of County employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and the Employer over a period not to exceed 5 years from termination of employment. The employee shall apply the 30% balance to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Severance pay will not be paid:

1. If the employee hired has less than 5 years of continuous service for Itasca County.
2. The employee is terminated for just cause for a job related occurrence. A determination of just cause by an arbitrator or court shall be binding on a determination of severance eligibility.

Any payment made upon termination due to death shall be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of the employee's sick leave shall be paid to the surviving spouse or to the estate of the employee who passed away.

For employees hired after 11/08/1994, the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular

pay has been paid out.

10.9 Sick Leave Pool. Employees may voluntarily donate one or more vacation leave hours to a Sick Leave Pool to be used by employees within their union who have exhausted their own accumulated earned leave. Employees may use a maximum of 240 hours per occurrence from the pool, with the Executive Board of Local Teamsters Unit making the determination for allocation and usage based on IRS regulations.

10.10 An Employee may use sick leave for absences for such reasonable periods as the Employee's attendance with the family member may be necessary, on the same terms the Employee is able to use sick leave for the Employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment;
Family member is defined as:
 - Spouse, and parents, thereof;
 - Children, including adopted and stepchildren, and spouses thereof;
 - Parents, grandparents and grandchildren of the employee and/or the spouse.

ARTICLE 11. SENIORITY

1. Seniority standing shall be granted to all employees who have attained regular employee status as defined in Article 2. Such standing is to be determined on the basis of total length of employment for the Employer.

Seniority and Anniversary date of employees attaining such regular employee status shall be the first day of employment. During the probationary period of 1040 consecutive hours or six months as the case may be, employees may be discharged by the Employer without the same being considered a breach of this Agreement or constituting a grievance hereunder.

2. A regular employee shall lose his/her seniority standing in the following situations:

- A. Voluntary resignation;
- B. Discharge for just cause;
- C. Retirement;
- D. Failure to accept recall from layoff.

3. The Job Classifications covered by the Collective Bargaining Agreement, both full time and part time regular, shall be listed in this Agreement.

4. In the event of a layoff, a reduction in force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work. Within five working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs.

Such employees shall be notified in writing regarding such layoffs, reduction of force, or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees 30 days in advance by certified mail with a copy of same submitted to the Union.

The department head shall be informed of the seniority list to be kept by the Human Resources department on those laid-off employees who have been placed on the seniority list due to their acquired seniority status before being laid off. Such employees on lay-off status are to be notified of vacancies in the probation department which are not filled by a current employee in the department that the vacancy occurs in.

There shall be a three-year recall limit on lay-offs.

It is the responsibility of any laid off employee to inform the designated department head of his/her current address and telephone number.

5. Only in the case of layoff, reduction in force, elimination of a position, or reduction in hours worked per day, days worked per month, months worked per year, a senior employee with a greater number of total employment hours in the probation department shall have preference in employment or assignment over a junior employee with less total hours of employment; provided, however, that the senior employee has the ability to perform the work.

6. Senior employees within the Probation Union, shall be afforded the opportunity to any promotion to a position within the bargaining unit, provided that such employee is qualified and has the ability to perform the duties of the job involved.

7. Notices of all vacancies and newly created positions shall be posted on bulletin boards, and employees shall have five working days in which to apply. The senior employee in the department where the vacancy occurs or new position is created who applies shall be transferred to fill the vacancy or new position provided the employee has the necessary qualifications to perform the duties of the job. The department head or other appropriate appointing authority shall determine whether the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right of appeal through the normal grievance procedure. Notice of vacancies or newly-created positions shall state the type of work, the place of work, rate of pay, hours to be worked, and the job classification. The department head shall be allowed 30 working days to fill a regular vacancy that a regular employee has applied for.

8. Seniority lists shall be brought up to date on March 1 of each calendar year and posted on employee's bulletin boards. Copies of seniority lists shall be sent to the Union Steward and the Local Union Business Agent.

9. This clause shall be applicable for leaves of absence other than those connected to sick leave as per Article 10.

A leave of absence without pay may be granted by the department head using his/her discretion and in consideration of departmental need, for a period not to exceed ten (10) working days or eighty (80) hours in each calendar year. A leave of absence in excess of ten (10) days may be granted by the County Administrator (for good and sufficient reason) given department head approval in consideration of departmental need. Seniority shall be frozen as of the beginning of any leave of thirty days or more, and the Human Resources department in these cases shall notify the Union of such leave.

See Article 12 for group insurance arrangements during a leave of absence.

10. Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veteran's employment, discharge, or promotion.

11. A. All employees employed by the Employer shall carry their original seniority date and all accumulated fringe benefits and anniversary date in a case of lateral in grade transfers, when transferring from one classification to another.

12. When an employee's position is reclassified as a result of a reevaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than employee's current pay, plus one step.

ARTICLE 12. GROUP INSURANCE PROGRAM

12.1 Eligibility.

A. **ACTIVE EMPLOYEES:** All regular County employees shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed. They shall be eligible for life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed. They shall be eligible for dental insurance benefits after completing 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis. Authorized sick leave and authorized vacation time shall be counted as working time for such eligibility for dental insurance. Also, authorized sick leave, vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for eligibility.

Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

Regular employees who are temporarily laid off for more than 30 days, or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), or who are on authorized unpaid leave of absence for more than 30 days, may continue their insurance coverage by paying the full amount of the premiums themselves during the period of such lay-off or leave of absence. At the time of approved leaves of absence, or orders of temporary lay-offs, the County shall provide a written statement to the affected employee advising of the status of insurance coverage during the period of absence. Upon returning to work, such employee need not re-establish eligibility.

Employees who leave Employer employment must have worked at least 80 hours during the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which such employees return to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

Accrued earned leave (i.e. vacation, sick, comp and holidays) shall be considered days worked.

Employees who voluntarily terminate employment without due notice to the department head, unless termination without notice is approved by the department head, shall forfeit all rights to such Employer contributions. Employees who are discharged for cause shall forfeit all rights to such Employer contributions.

- B. **TOTAL DISABILITY:** All regular employees who qualify for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his/her other dependents' hospital/medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will

be responsible for their payment of health insurance premium as directed within the labor contract.

C. RETIRED EMPLOYEE:

Definition: "retire" or "to retire" means leaving Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits. (For retiree coverage, see Sec. 12.2, F, (Retired Employees).)

12.2 Coverage.

A. GROUP LIFE INSURANCE:

ACTIVE EMPLOYEES: The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$25,000.00 for each eligible employee, said insurance includes Accidental Death and Dismemberment(AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65. 50% at age 70 and 35% for age 70 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

B. GROUP HOSPITAL AND MEDICAL INSURANCE:

ACTIVE EMPLOYEES:

1. Northeast Service Cooperative Blue Cross/Blue Shield High Deductible Plan (Option 1) \$1700/\$3400 Deductible or the Blue Cross Blue Shield High Deductible Plan (Option 2) \$3500/\$7000 Deductible both with a Health Savings Account (HSA) shall be the hospital medical insurance.

The Employer will pay 80% of the annual deductible via an HSA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

2. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs. The premium participation for said plans shall be 80% by the Employer and 20% by the employee.

3. In the event during the term of this Agreement the County Board elects to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/medical insurance and dental insurance plans covering the employees under this Agreement, if such alternative should become available. It is understood that the employees' and Union's rights as provided by State and Federal Statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as Minn. Stat. Section 471, MN.Comprehensive Health Insurance Act 62 E. 03, etc.).

4. Employees portion of health insurance premiums only shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

C. GROUP DENTAL INSURANCE

ACTIVE EMPLOYEES:

The Employer will provide dental insurance under Delta Dental Plan of Minnesota, or its equivalent with a maximum annual benefit of \$1,500. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance. The employee shall have the option to enroll in the program within 30 days of completion of the required dental insurance probationary period or during an open enrollment period.

D. FLEXIBLE SPENDING ACCOUNT:

The County may provide flexible spending account programs. Employees may elect to participate.

E. POST HEALTH CARE SAVING PLAN:

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the Union pay plan

(regular wages excludes callout pay, shift differential, meals, severance pay, overtime).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

F. RETIRED EMPLOYEES:

1. Failure on the part of any employee to apply for and obtain such Blue Cross/Blue Shield coverage for which the retiree may be eligible, shall have the effect of canceling the retiree's ability to enroll and the County shall have no further obligation or liabilities thereunder.
2. Hospital and medical coverage will be provided by Blue Cross/Blue Shield for retired officials and employees.
3. Hospital and medical coverage provided for retirees shall be the Northeast Service Cooperative Blue Cross/Blue Shield, High Deductible Plan (Option 1) \$1700/\$3400 Deductible or the Blue Cross Blue Shield High Deductible Plan (Option 2) \$3500/\$7000 Deductible both with a Health Savings Account (HSA) or its equivalent.

The Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted.

4. For employees hired after January 1, 2000 the maximum County payment for retirement group insurance premiums shall not exceed \$20,000.

G: INSURANCE ADVISORY COMMITTEE

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

Local 639	2 representatives
Local 639A	2 representatives
Local 639-3	1 representative
Local 1626	2 representatives
Local 1452	2 representatives
Local 580	2 representatives
Itasca Co. Non-Contract Employees	1 representative
Itasca Co. Elected Officials/Dept. Heads.	1 representative
Itasca Co. Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca Co. Confidential Employees' Assoc.	1 representative
Teamsters	1 representative
Itasca Co. Managers Assoc.	1 representative
Itasca Co HHS Supv. Assoc.	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

ARTICLE 13. DISCIPLINE AND SEPARATIONS

13.1 The Employer will discipline for just cause only. Discipline shall be in the form of:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension without pay;
- D. Demotion;
- E. Discharge.

13.2 Suspensions, demotions and discharge will be in written form.

13.3 Written reprimands, to become part of an employee's personnel file shall be read

and acknowledged by signature of the employee.

- 13.4 Employers may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 13.5 Grievances relating to suspension, demotion and discharge shall be initiated by the Union in Step 2 of the grievance procedure under Article 6. Oral reprimands may not be appealed beyond Step 2 of the grievance procedure.
- 13.6 Employees will not be questioned involving a matter that may reasonably be expected to result in discipline unless they have been given an opportunity to have a Union representative present. The representative must be available on a timely reasonable basis.

ARTICLE 14. DRUG AND ALCOHOL TESTING

The provisions of the Itasca County drug and alcohol policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully set forth in this Article.

ARTICLE 15. SEPARABILITY

It is hereby declared to be the intention of the parties to this Agreement that if the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Employer and the Union agree that they will meet within thirty (30) days following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.


ARTICLE 16. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this Agreement shall be held to 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 provision shall be voided. The voided provisions may be renegotiated at the written request of either party. All other provisions shall continue in full force and effect.

ARTICLE 17. DURATION OF AGREEMENT

This Agreement will be in effect until December 31, 2021. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires.

FOR THE ITASCA COUNTY


Davin Tinquist, County Board Chair


Brett Skyles, County Administrator

FOR TEAMSTERS LOCAL 320

 7 Aug 2019
Local 320 ~~President~~ Business Agent


Local 320 ~~Staff Representative~~ President

APPENDIX A

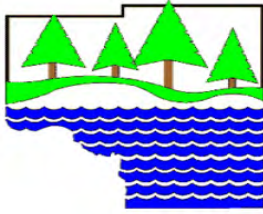
APPENDIX E-2
Compensation Grid 14G
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2018 - 6/30/2019

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
01	YR	34,765	36,102	37,688	39,087	40,632	42,011	43,493	44,788	46,354	47,857	49,569	51,219	01
	MO	2,897	3,008	3,141	3,257	3,386	3,501	3,624	3,732	3,863	3,988	4,131	4,268	
	HR	16.65	17.29	18.05	18.72	19.46	20.12	20.83	21.45	22.20	22.92	23.74	24.53	
02	YR	36,102	37,688	39,087	40,632	42,011	43,493	44,788	46,354	47,857	49,569	51,219	52,973	02
	MO	3,008	3,141	3,257	3,386	3,501	3,624	3,732	3,863	3,988	4,131	4,268	4,414	
	HR	17.29	18.05	18.72	19.46	20.12	20.83	21.45	22.20	22.92	23.74	24.53	25.37	
03	YR	37,688	39,087	40,632	42,011	43,493	44,788	46,354	47,857	49,569	51,219	52,973	54,914	03
	MO	3,141	3,257	3,386	3,501	3,624	3,732	3,863	3,988	4,131	4,268	4,414	4,576	
	HR	18.05	18.72	19.46	20.12	20.83	21.45	22.20	22.92	23.74	24.53	25.37	26.30	
04	YR	39,087	40,632	42,011	43,493	44,788	46,354	47,857	49,569	51,219	52,973	54,914	56,752	04
	MO	3,257	3,386	3,501	3,624	3,732	3,863	3,988	4,131	4,268	4,414	4,576	4,729	
	HR	18.72	19.46	20.12	20.83	21.45	22.20	22.92	23.74	24.53	25.37	26.30	27.18	
05	YR	40,632	42,011	43,493	44,788	46,354	47,857	49,569	51,219	52,973	54,914	56,752	58,777	05
	MO	3,386	3,501	3,624	3,732	3,863	3,988	4,131	4,268	4,414	4,576	4,729	4,898	
	HR	19.46	20.12	20.83	21.45	22.20	22.92	23.74	24.53	25.37	26.30	27.18	28.15	
06	YR	42,011	43,493	44,788	46,354	47,857	49,569	51,219	52,973	54,914	56,752	58,777	60,928	06
	MO	3,501	3,624	3,732	3,863	3,988	4,131	4,268	4,414	4,576	4,729	4,898	5,077	
	HR	20.12	20.83	21.45	22.20	22.92	23.74	24.53	25.37	26.30	27.18	28.15	29.18	
07	YR	43,493	44,788	46,354	47,857	49,569	51,219	52,973	54,914	56,752	58,777	60,928	63,162	07
	MO	3,624	3,732	3,863	3,988	4,131	4,268	4,414	4,576	4,729	4,898	5,077	5,264	
	HR	20.83	21.45	22.20	22.92	23.74	24.53	25.37	26.30	27.18	28.15	29.18	30.25	
08	YR	44,788	46,354	47,857	49,569	51,219	52,973	54,914	56,752	58,777	60,928	63,162	65,334	08
	MO	3,732	3,863	3,988	4,131	4,268	4,414	4,576	4,729	4,898	5,077	5,264	5,444	
	HR	21.45	22.20	22.92	23.74	24.53	25.37	26.30	27.18	28.15	29.18	30.25	31.29	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
YR - Yearly Salary Rate														
MO - Monthly Salary Rate														
HR - Hourly Salary Rate														

APPENDIX E-1
Compensation Grid 14G (cont.)
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2018 - 6/30/2019

Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	Range	
Step	01	02	03	04	05	06	07	08	09	10	11	12		
09	YR	46,354	47,857	49,569	51,219	52,973	54,914	56,752	58,777	60,928	63,162	65,334	67,672	09
	MO	3,863	3,988	4,131	4,268	4,414	4,576	4,729	4,898	5,077	5,264	5,444	5,639	
	HR	22.20	22.92	23.74	24.53	25.37	26.30	27.18	28.15	29.18	30.25	31.29	32.41	
10	YR	47,857	49,569	51,219	52,973	54,914	56,752	58,777	60,928	63,162	65,334	67,672	70,199	10
	MO	3,988	4,131	4,268	4,414	4,576	4,729	4,898	5,077	5,264	5,444	5,639	5,850	
	HR	22.92	23.74	24.53	25.37	26.30	27.18	28.15	29.18	30.25	31.29	32.41	33.62	
11	YR	49,569	51,219	52,973	54,914	56,752	58,777	60,928	63,162	65,334	67,672	70,199	72,788	11
	MO	4,131	4,268	4,414	4,576	4,729	4,898	5,077	5,264	5,444	5,639	5,850	6,066	
	HR	23.74	24.53	25.37	26.30	27.18	28.15	29.18	30.25	31.29	32.41	33.62	34.86	
12	YR	51,219	52,973	54,914	56,752	58,777	60,928	63,162	65,334	67,672	70,199	72,788	75,356	12
	MO	4,268	4,414	4,576	4,729	4,898	5,077	5,264	5,444	5,639	5,850	6,066	6,280	
	HR	24.53	25.37	26.30	27.18	28.15	29.18	30.25	31.29	32.41	33.62	34.86	36.09	
13	YR	52,973	54,914	56,752	58,777	60,928	63,162	65,334	67,672	70,199	72,788	75,356	78,196	13
	MO	4,414	4,576	4,729	4,898	5,077	5,264	5,444	5,639	5,850	6,066	6,280	6,516	
	HR	25.37	26.30	27.18	28.15	29.18	30.25	31.29	32.41	33.62	34.86	36.09	37.45	
14	YR	54,914	56,752	58,777	60,928	63,162	65,334	67,672	70,199	72,788	75,356	78,196	80,910	14
	MO	4,576	4,729	4,898	5,077	5,264	5,444	5,639	5,850	6,066	6,280	6,516	6,743	
	HR	26.30	27.18	28.15	29.18	30.25	31.29	32.41	33.62	34.86	36.09	37.45	38.75	
15	YR	56,752	58,777	60,928	63,162	65,334	67,672	70,199	72,788	75,356	78,196	80,910	84,146	15
	MO	4,729	4,898	5,077	5,264	5,444	5,639	5,850	6,066	6,280	6,516	6,743	7,012	
	HR	27.18	28.15	29.18	30.25	31.29	32.41	33.62	34.86	36.09	37.45	38.75	40.30	
16	YR	58,777	60,928	63,162	65,334	67,672	70,199	72,788	75,356	78,196	80,910	84,146	87,195	16
	MO	4,898	5,077	5,264	5,444	5,639	5,850	6,066	6,280	6,516	6,743	7,012	7,266	
	HR	28.15	29.18	30.25	31.29	32.41	33.62	34.86	36.09	37.45	38.75	40.30	41.76	
Step	01	02	03	04	05	06	07	08	09	10	11	12		
Comp Code	A	B	C	D	E	F	G	H	I	J	K	L		

YR - Yearly Salary Rate
MO - Monthly Salary Rate
HR - Hourly Salary Rate



**ITASCA COUNTY
BOARD OF COMMISSIONERS**
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

August 13, 2019
Regular Meeting

REQUEST FOR BOARD ACTION RBA-2019-198

DEPARTMENT: Human Resources

PRESENTER: Lynn Hart

TIME REQUIRED:

AGENDA ITEM:

2019-2021 Labor Contract - Teamsters Local 320

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the 2019-2021 collective bargaining agreement for Teamsters Local 320

BACKGROUND:

The labor management committee has been negotiating the 2019-2021 collective bargaining agreement with Teamsters local 320 which represents the Probation Agents. This collective bargaining agreement has been voted on and approved by Teamsters Local 320 and the labor management committee recommends approval by the County Board.

ITEM HISTORY:

History:

08/06/19 COUNTY BOARD RECOMMENDED FOR CONSENT
NEXT: 08/13/19

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

- 2019-2021 Teamsters 320 final draft (PDF)
- 2019-2021 Labor Contract - Teamsters Local 320 FULLY EXECUTED (PDF)

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Leo Trunt, District #3
SECONDER:	Terry Snyder, District #2
AYES:	Tinquist, Snyder, Trunt, Ives, DeNucci

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance Deductibles, Retiree Medical Insurance Deductibles

This MOU is agreed to between Itasca County and Local 320 to enter into an agreement to update the 2019-2021 Local 320 collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding the minimum statutory deductibles.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the Northeast Service Cooperative Blue Cross/Blue Shield High Deductible Plan (Option 1) \$1750/\$3500 (in 2020) Deductible or the Blue Cross Blue Shield High Deductible Plan (Option 2) \$3500/\$7000 (in 2020) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the Northeast Service Cooperative Blue Cross/Blue Shield High Deductible Plan (Option 1) \$1750/\$3500 (in 2020) Deductible or the Blue Cross Blue Shield High Deductible Plan (Option 2) \$3500/\$7000 (in 2020) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

All other Articles of the Local 320 collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

By: Ben DeNucci

Ben DeNucci
County Board Chair

By: Brett Skyles

Brett Skyles
Administrator

Dated: 6/29/2020

Local 320

By: Van O R

Its: BUSINESS AGENT, #320

By: Tiana Carlson

Its: Local 320 President

Dated: 6/24/2020



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

V.3.

Tuesday, June 23, 2020

REQUEST FOR BOARD ACTION: RBA-2020-774

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

Local 320 MOU - Insurance Deductible

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the Local 320 MOU regarding Group Hospital - Medical Insurance Deductibles and Retiree Medical Insurance Deductibles.

BACKGROUND:

The Internal Revenue Code requires that the minimum statutory deductible for health plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. We have updated the language to reflect this requirement.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 320 Health Insurance Deductible MOU

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/23/2020 2:30 PM

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci