


**TEAMSTERS LOCAL UNION NO. 120
AND
Viking Drill**


The bargaining committee has reached a Tentative Agreement with Viking Drill and believes that this Tentative Agreement represents the best contract that can be obtained for the Viking Drill bargaining unit. Each of the undersigned committee members agrees to support ratification of the Tentative Agreement, and agrees to tell all bargaining unit members that it is in their best interests to vote yes and approve the Tentative Agreement.

Dated : 9/26/23


Chris Riley, Recording Secretary


Scott Kroona, Business Agent


Doug Sachs, Steward


Shawn Marhoun, Steward


Blong Yang, Steward


Josh Heu, Steward


Jim Bivens, Steward


Dave Gaustad, Steward

Viking Drill
and
Teamsters Local 120

Tentative Agreement
Unanimously Recommended for Ratification by the Union Committee
September 26, 2023

Wages:

RETROACTIVE to June 4, 2023

8%

Effective June 2, 2024

5%

Effective June 1, 2025

4%

ADDITIONALLY, FOR THOSE EMPLOYEES CURRENTLY ACTIVELY EMPLOYED ON SEPTEMBER 26, 2023 20 HOURS SHALL BE ADDED TO THEIR PTO BANK. 8 HOURS OF PTO WILL BE ADDED TO BANK ON 6/2/24 AND 8 HOURS ON 6/1/25.

Shift Differential Pay

2nd shift - \$1.00/hr. (\$.20 Retroactive to 6/4/23)

3rd shift - \$1.50/hr. (\$.35 Retroactive to 6/4/23)

Floating Holidays

2023 – Monday, July 3rd

2024 – Friday, July 5th

2025 – Friday, December 26th

Vacations (PTO)

Combined the first two tiers (up thru 2 years) at factor .04429 (92 hours annual accrual)

Add tier: Over 25 years thru 29 years at factor .12500 (260 hours annual accrual)

Add tier: Over 30 years at factor .13654 (284 hours annual accrual)

Article 11: Absence with Pay

Modify Section references as agreed.

New Section 1

Modify Language

- (a) If an employee attends the funeral of a deceased member of his or her **legally defined family member**, he or she shall be paid:

Five (5) days at the rate of eight (8) hours times his or her regular base rate of pay plus applicable shift differential for each day for:

Spouse Child Domestic Partner

- (b) The day of the funeral must be one of the paid days. All other time to be mutually agreed between the employee and supervisor. ~~Upon request suitable verification shall be provided.~~

Suitable documentation is required to be provided by the employee. It is the responsibility of the employee to provide proper proof of relation and to complete a Request for Funeral Time Off form.

- (c) When an employee works on a ten (10) hour, four (4) day work week, the pay will be determined at the rate of ten (10) hours per day up to the maximum allowed of ~~twenty-four (24)~~ forty (40) hours.

Section 2 (formerly part of section 1)

Remove Language

- (a) Three (3) days at the rate of eight (8) hours times his or her regular base rate of pay plus applicable shift differential for each day for:

Spouse	Mother	Father
Child	Stepmother	Stepfather
Stepchild	Mother-in-law	Father-in-law
Brother	Sister	Grandparent
Grandchild		

- (a) When an employee works on a ten (10) hour, four (4) day work week, the pay will be determined at the rate of ten (10) hours per day up to the maximum allowed of **twenty four (24)** hours.

Increase to 5 days for Domestic Partner, but shall require certification from State of Minnesota prior to payment.

New Article. Pandemic:

In the event of the declaration of a National or State Emergency due to a pandemic, epidemic or other health emergency, either the Union or the Company, may serve notice to engage in bargaining over the effects of the emergency situation. The Parties shall meet within five (5) business days of either Party serving notice under this Article. The Company agrees to follow all state and federal laws and requirements in regards to the emergency, while bargaining takes place.

Article 13, Section 5:

~~Section 5. Any unrelated discipline older than six (6) years will not be referenced on a verbal or written warning unless discipline is a Category 3 Company Rule violation.~~

Discipline and Discharge:

The Employer retains the right to enforce, modify, change and create reasonable work rules and policies. For violation of the work rules, disciplinary action shall be progressive in accordance with the following schedule. However, for serious violations of the work rules, the Employer is entitled to skip steps in the progressive disciplinary process based upon the type (e.g. fighting stealing, etc.), pattern (related or unrelated) and severity of the infraction, up to and including immediate discharge.

Progressive Discipline:

Verbal Warning (In Writing)

Written Warning

Suspension without Pay

Discharge

No seniority employee shall be discharged or disciplined without just cause. It is agreed that the Employer shall give the employee a written explanation for a suspension, discharge or other discipline.

Disciplinary actions shall be placed in the employee's personnel file and a copy given to the employee. Disciplinary actions, for the purpose of progressive discipline, shall remain in the employees personnel file for a period of thirty-six (36) months from the date of the most recent disciplinary action.

CAMERA USAGE

The Employer agrees that the Use of video cameras is not intended as a substitute for effective supervision and are not intended as a monitoring device of employees generally. Accordingly, generally, video will not be the sole cause of discipline. However, the Employer retains the right to utilize video cameras both within and outside of the facility for such purposes as determining efficient operations, effectively dealing with safety and security issues, general misconduct such as damage to property and theft, determining accurate information and for general work rule compliance. However, the Employer agrees not to install or use video cameras in areas that would violate the employee's right to privacy such as bathrooms or places where employees change clothing.

Article 16: Seniority

Section 2e

Modify language

Is absent from work for ~~three (3)~~ **two (2)** consecutive work days without notifying the Company, unless a reasonable excuse is rendered and proof, if requested by the Company, is given.

Article 21, Section 5

Modify language

~~The Company may grant a leave of absence to any employee covered by this Agreement as provided under the provisions of the law. Eligible employees may also be granted unpaid leave of absences under the Family Medical Leave Act (FMLA). Such leaves will be administered and governed by the provisions of the FMLA and as currently administered by the Company. The employee must request the leave of absence from Human Resources and complete and submit all required paperwork in the timeframes governed by FMLA.~~

- ~~(a) A Medical leave of absence is not to exceed the following lengths of time from the first day of the medical absence:~~

Seniority	_____	Medical leave
_____	0-3 years	_____
_____	3-6 years	_____
_____	Over 6 years	_____
		2 years
		3 years
		4 years

~~Additional time beyond the above may be requested by the employee and may be granted up to a maximum of six (6) calendar months when circumstances warrant, if mutually agreed to by both parties of this Agreement.~~

The Company may grant an unpaid leave of absence to any employee covered by this Agreement to the extent the employee is eligible for leave under applicable law, including the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act as amended (ADA), and Minnesota state law. An employee on an approved medical leave of absence under the FMLA, ADA, or Minnesota law shall be required to use and exhaust the employee's available paid-time-off benefits concurrently with the leave of absence under applicable law.

~~Section 9. All employees on leave of absence will give the Company notice of intention of returning to work as outlined in Article 17, Section 2. All employees on a restricted work schedule due to medical reasons will give the Company three (3) days notice of any change to the work restrictions to enable the Company to change their job assignment.~~

All employees on a leave of absence will regularly communicate with and promptly respond to Company inquiries regarding the status of the employee's leave including the expected duration of the leave, their intent and ability to return to work with or without restrictions, their anticipated date of return to work (if and when known), and any changed circumstances impacting the foregoing.

Tentative Agreements to Date

Article 1, Section 4

Modify language

Neither the Company nor the Union carrying out their obligations under the Agreement shall discriminate against any employee because of **any legally protected class/status, including union activity.**

Article 2, Section 1a

Remove language

~~It is further agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Company written notice, which notice will list the Union's authorized representative, who will deal with the Company, make commitments for the Union generally, and in particular have sole authority to act for the Union.~~

Article 7, Section 2

Add language

If ten (10) hours or more work is required, the employee will be afforded **one (1) additional** ten (10) minute paid rest and relief period. If the overtime is scheduled prior to the regular shift, the employee will be afforded the **additional** rest and relief period prior to the starting of the regular shift. If the overtime is scheduled after the regular shift, the employee will be afforded **the additional** the rest and relief period before starting such overtime. ~~or as scheduling permits.~~

Article 9, Section 3 e

In cases of emergency needs arising after the close of the shift, employees to be eligible for work must have on file **with the Company** in the Personnel Department a telephone number at which they may be reached. The Company agrees to call employees using only Personnel Department **Company** records in order of seniority and qualification ~~as required in this Article, Section 5.~~ When less than a full eight (8)

hour shift is to be worked on a Saturday or Sunday, overtime will be offered to the most senior qualified employee in that job assignment regardless of shift.

Article 12, Union proposal 15, bulletin board at material warehouse.

Article 13, Section 2

Modify language

Any controversy other than disciplinary action arising over the interpretation of or the adherence to the terms and provisions of this Agreement shall be submitted to the Employer in writing within ten (10) working days of the alleged violation and shall be adjusted by ~~negotiations~~ **the grievance procedure**, ~~between the Union and the Employer~~. Failure to present the grievance within the time limits provided shall cause the grievance to be barred and permanently waived.

Article 11, Section 6 (formerly section 5)

The Company agrees to pay for a maximum of **fifteen (15)** days of Jury Duty per calendar year **when an employee on Jury Duty service is summoned or otherwise required to report in person to the court for Jury Duty service and thus cannot be present at work. Employees will not be entitled to Jury Duty pay when they are on-call for Jury Duty service unless and until they are summoned or otherwise required to report in person to the court for Jury Duty service and thus cannot be present at work.** Employees eligible for Jury Duty pay under this provision called to Jury Duty will be paid the difference between Jury Duty pay and eight (8) hours of straight time pay at the employee's regular base rate of pay plus applicable shift differential. Any employee who is **summoned or otherwise required to report in person to the court for Jury Duty service and thus cannot be present at work** called for Jury Duty shall not be required to report back to work unless he or she is excused from Jury Duty for a day. Suitable proof of Jury Service shall be submitted to the Company before the difference is paid.

When an employee works on a 10 hour, 4 day workweek, the pay will be determined at the rate of 10 hours per day up to a maximum of two 40 hour weeks.

The Company agrees to pay up to an additional forty (40) hours for Jury Duty per calendar year when the employee is assigned to a case in the second week of his Jury Duty and must remain on the jury during part of the third week.

When the employee receives mileage over and above Jury Duty pay such mileage amount shall not be deducted from the employee's regular pay in computing the difference between Jury Duty pay and his regular rate of pay.

Article 15, New Section 1(g)

Add language

For purposes of holiday pay eligibility only, employees will be eligible at 360 worked hours, regardless of labor grade.

Article 16, Section 1

Modify language

Seniority is defined as the length of an employee's continuous service with the Company. This definition of seniority is limited to the purposes of this Agreement and shall not affect the determination of what constitutes continuous service under the ~~Company's pension plan~~, 401K plan or other benefit plans.

Article 17 Section 3a

Modify language

The employee may bump the ~~most junior~~ **least senior** employee within their job assignment on the shift of his or her choice, or;

Section 3e

Modify language

The employee may bump the ~~most junior~~ **least senior** employee on the shift of his or her choice in either the same, equal, or lower job classification. Full time employees with seniority may bump the most junior part time employee in the plant, based on the part time employee's hire date. Employee will keep overall seniority rights, as outlined in Article 18, Section 2(a), but no benefits.

Article 19, Section 3 (4)

Modify language

Hire new employee and ~~train~~.

Article 19, Section 7 #2

Accepted Union counter to replace all current language in Section 7 #2 to be Union proposed language in union #22 and keep current last sentence of Section 7, #2.

"Employees that bid to a higher paid position will receive that higher rate of pay when moved to the position or after thirty (30) working days, whichever is sooner. Any changes in pay rate will begin when the job is started and will take effect as set forth in Article 35, Section 7."

Article 21, Section 8

Modify language

~~Any employee who enlists to serve his required military obligation and any employee, who is drafted, shall be entitled to all rights of employment provided by law. The Company shall comply with all federal and state laws pertaining to Military service.~~

Article 22 Section 6, to use the phrase "**Bargaining Unit Member**".

Article 26 Section 1b. U42 Max PTO accrual to 500 hours.

Article 28, Section 1

Improve Dental Insurance to \$2,000/year.

Article 28, Section 4

Modify language

The Company will contribute ~~\$200.00~~ **\$250.00** for eyewear **or lasik** for each person covered under our insurance. Employees must submit a receipt for reimbursement.

Article 31: Report in Pay

Modify language

An employee who reports for work at his/**her** regular scheduled starting time, who has not been notified not to report before he/**she** leaves home to come to work, shall be guaranteed four (4) hours of work at his/**her** regular hourly rate. If the Company does not give him/**her** four (4) hours of work, he/**she** shall be guaranteed four (4) hours of pay at his/**her** regular hourly rate. An employee who refuses the work offered to him/**her** shall not be entitled to guaranteed pay. Employees must maintain, ~~in the Company Personnel Department~~ **on file with the Company**, a telephone number or alternate telephone number where they can be reached for this purpose. Failure to comply will relieve the Company from any obligation to pay the four (4) hours. The provisions of this Article shall not apply if the Company's inability to provide work is caused by fire, flood, power failure or other causes beyond the control of the Company.

Article 35, Section 3

Remove language

~~All full-time permanently assigned Labor Grade B (Shipping Clerks) under the previous contract will assume the duties of Group Leaders over part-time employees as of June 1, 1985 and will continue employment at their present rate. Shipping Department Group Leaders will be expected to train, instruct, assist, and monitor part-time employees.~~

Section 6

Modify language

Checks **Payroll** will be distributed on Thursday for all shifts. **The monies will be posted as the Federal Reserve allots and may not be based on this section.** Except for shortened work weeks, checks **payroll** will be distributed as soon as administratively feasible. In the case of a plant shut down they will be distributed on the last workday of the week. ~~Checks will be distributed at the end of the first shift and no less than two hours before the end of the second and third shifts.~~

When a week contains a Friday holiday, second shift ~~checks~~ **payroll** will be distributed on Wednesday ~~not later than two hours before the end of the shift.~~ When a week contains a Thursday and Friday holiday, second shift ~~checks~~ **payroll** will be available on Wednesday at 1:00 P.M.

If electing to have a paycheck direct deposited into, the monies will be posted as the Federal Reserve allots and may not be based on this section.

Checks **Paystubs** will be distributed in a sealed envelope.