

**Labor Agreement  
Between  
THE COUNTY OF PINE  
And  
AFSCME MN Council 65, Local #1904, AFL-CIO  
Non-Licensed Employees of Sheriff's Department**

**January 1, 2017 through December 31, 2019**

**TABLE OF CONTENTS**

ARTICLE 1	PURPOSE OF AGREEMENT	Page 3
ARTICLE 2	RECOGNITION	Page 3
ARTICLE 3	UNION SECURITY	Page 3
ARTICLE 4	EMPLOYER AUTHORITY	Page 4
ARTICLE 5	GRIEVANCE PROCEDURE	Page 5
ARTICLE 6	DEFINITIONS	Page 7
ARTICLE 7	SENIORITY, LAYOFF, PROMOTION	Page 8
ARTICLE 8	VACATIONS/PTO	Page 9
ARTICLE 9	INSURANCE	Page 12
ARTICLE 10	HOLIDAYS AND PERSONAL DAYS	Page 13
ARTICLE 11	SICK LEAVE	Page 13
ARTICLE 12	LEAVES OF ABSENCE	Page 15
ARTICLE 13	OVERTIME, CALL OUT	Page 15
ARTICLE 14	COMPENSATION	Page 16
ARTICLE 15	UNIFORMS	Page 17
ARTICLE 16	NO STRIKE/NO LOCKOUT	Page 17
ARTICLE 17	COMPLETE AGREEMENT AND WAIVER OF BARGAINING	Page 17
ARTICLE 18	SAVINGS CLAUSE	Page 18
ARTICLE 19	GENERAL PROVISIONS	Page 18
ARTICLE 20	WORK YEAR	Page 19
ARTICLE 21	DISCIPLINE	Page 19
ARTICLE 22	CONSTITUTIONAL PROTECTION	Page 20
ARTICLE 23	DURATION	Page 18
APPENDIX A		Page 21

LABOR AGREEMENT  
BETWEEN  
COUNTY OF PINE  
AND  
AFSCME MN Council 65, LOCAL #1904

**ARTICLE 1. PURPOSE OF AGREEMENT**

- 1.1 This Agreement is entered into between the County of Pine, hereinafter called the Employer, and AFSCME MN COUNCIL 65, LOCAL 1904, AFL-CIO, hereinafter called the Union.
- 1.2 This Agreement has as its purpose to promote harmonious relations between the parties; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

**ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for the employees in the following units:  
*All essential non-licensed employees employed by the Pine County Sheriff's Department, Pine City Minnesota, who are public employees within the meaning of Minnesota Statute Section 179A.03,*
- Subd. 14, excluding supervisory, confidential and all other employees.*
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3. UNION SECURITY**

- 3.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month, after such deductions are made.
- 3.2 Any fair share fee collected by the Employer shall be processed in accordance with Minn. Stat. §179A.06, Subd. 3.
- 3.3 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 notice and changes in the position of steward and/or alternate.

3.4 The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

(1) Stewards and other employee Union officers shall not leave their work stations without the prior permission of their immediate supervisor(s) and they shall notify their designated supervisor(s) upon their return to their work stations. Permission to leave a workstation for Union business will be limited to the investigation and presentation of grievances which may be limited to one (1) steward in paid status per instance, and negotiations which may be limited to three (3) stewards.

(2) Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of meeting with members, investigating and discussing grievances if they first notify the Employer or its designee and provided the Union representative does not interfere with the work of the employee.

3.5 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s). Such notices and announcements shall be submitted to the Employer or its designee for approval before posting.

3.6 The Union shall represent all members of the unit fairly and without regard for Union membership or non-membership or other factors.

3.7 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 4. EMPLOYER AUTHORITY**

4.1 The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organization structure; to select, direct, and determine the number of personnel; to transfer personnel for just cause, to contract with vendors and others for goods and/or services; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act of 1971, as amended.

- 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.
- 4.3 The Employer retains the right to subcontract the work performed by members of the bargaining unit. The Employer agrees to provide at least twenty (20) days written notice to the Union and to meet and confer regarding the impacts of such subcontracting before it shall be implemented.

#### **ARTICLE 5. GRIEVANCE PROCEDURE**

- 5.1 **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.
- 5.2 **Processing a Grievance:** It is recognized and accepted by the Union and the Employer that the processing of a grievance 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 the Union representatives shall be allowed a reasonable amount of time without loss of 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 Employer or his/her designee who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.
- 5.3 **Procedure.** Grievances 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 fifteen (15) working days, after such alleged violation has occurred, present such grievance in writing to the Jail Administrator. The Jail Administrator will discuss and give, in writing, an answer to such Step 1 grievance within ten (10) working 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 this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) working 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 five (5) working days shall be considered waived.

**Step 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Sheriff. The Sheriff shall give the Union the Employer's answer in writing within five (5) working days after meeting concerning such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) working days following the Employer's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within five (5) working days, after receipt of the answer (or after the answer is due), shall be considered waived.

**Step 3.** If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator or designee. The County Administrator or designee shall give the Union the Employer's answer in writing within five (5) working days after meeting concerning such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within five (5) working days following the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within five (5) working days, after receipt of the answer (or after the answer is due), shall be considered waived.

**Step 4.** If both parties, having gone through Step 1 through Step 3 provided herein, and cannot settle a grievance, either party may submit the issue in dispute to mediation.

**Step 5.** 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 of the Bureau of Mediation Services, except the list of arbitrators for selection shall be obtained from the Bureau of Mediation Services

- 5.4 **Arbitrator's Authority:** The arbitrator shall not have the 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. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision

shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. 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 pay for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.

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

## **ARTICLE 6. DEFINITIONS**

- 6.1 Employees: A member of the exclusively recognized bargaining unit.
- 6.2 Union: AFSCME MN COUNCIL 65, Local 1904, AFL-CIO.
- 6.3 Employer: The County of Pine, Pine City, Minnesota.
- 6.4 Working Days: Monday through Friday; excluding designated holidays and weekends.
- 6.5 Probationary Period: The first twelve (12) months of continuous service in a classification for which an employee is originally hired.
- 6.5 Trial Period- Promoted or reassigned employees shall serve a one hundred eighty (180) day probationary period during which the employees shall demonstrate their ability to perform the job. During the first sixty (60) days of the one-hundred-eighty (180) day trial period, the promoted or reassigned employee may exercise the right to return to their previously held position. At any time during the one-hundred-eighty (180) day trial period a promoted or reassigned employee may be returned to the employee's previous position at the sole discretion of the Employer.

- 6.7 Full Month of Service: Any calendar month during which an employee is compensated for twenty (20) working days.
- 6.8 Regular Employee: An employee hired to work a normal full-time shift and who has completed the probationary period.
- 6.9 Part-time Employee: A part time employee hired to work less than full- time or on a regular basis. Such employees shall earn sick leave, vacation, personnel days and holiday benefits on a pro rata basis based upon the FTE most often worked by the employee, insurance benefits will be provided if the employee's level of employment complies with the terms of the employer's insurance plan; such employees shall not earn seniority for layoff, promotion, or benefit purposes.

#### **ARTICLE 7. SENIORITY, LAYOFF, PROMOTION**

- 7.1 County seniority shall be the length of continuous employment based on hours employed with the Employer.
- 7.2 Classification seniority shall be the continuous length of full-time service in a particular classification within the bargaining unit. Employees shall not attain classification seniority until the completion of the probationary period in the classification, at which time classification seniority shall relate back to the date of the promotion.
- 7.3 Bargaining unit seniority shall be the continuous length of service based on hours employed in the bargaining unit.
- 7.4 A reduction of the work force shall be accomplished on the basis of inverse classification seniority, provided all initial probationary period and temporary employees in the classification are laid off first. An employee about to be laid off may bump back into a lower classification if the employee has greater bargaining unit seniority, provided the employer determines that the employee is qualified to perform all the duties of that classification, his/her new salary shall be the lesser of the employee's present salary or the maximum of the new classification.
- 7.5 An employee being laid off from the bargaining unit retains seniority in the bargaining unit for a period of two (2) years. Employees shall be recalled by classification in inverse order of lay-off. No new employees shall be



hired in a classification where employees are on layoff, demotion, or reduction status until all employees on sum status in the classification desiring to return to the classification have been recalled or upgraded. Notice of recall shall be sent to an employee at their last known address by certified or registered mail. If an employee fails to return to work, the employee shall be considered as having resigned.

- 7.6 The Employer is committed to hiring the most qualified candidate for county service. If all other job relevant qualifications are equal, the most senior bargaining unit employee shall receive the promotion. Job vacancies shall be posted in the unit.
- 7.7 When vacancies occur within the bargaining unit or when new positions or assignments are created within the bargaining unit, notices of such vacancies, new positions or assignments shall be posted within the department. Within seven (7) days of the posting, any employee wishing to be considered for such vacancy, new position or assignment shall apply, in writing, to the Sheriff or the Sheriff's designee.

#### **ARTICLE 8. VACATIONS/PTO**

- 8.1 Vacation pay is defined as a regular rate of pay at which an employee is employed for a standard week or a standard day. Each regular employee shall receive vacation with pay as follows:

Commencing 0 -4 years of service	1.00 day per month; 12 days per year
Commencing 5 -9 years of service	1.25 days per month; 15 days per year
Commencing 10 -14 years of service	1.50 day per month; 18 days per year
Commencing 15 -19 years of service	1.75 days per month; 21 days per year
Commencing 20+ years of service	2.25 day per month; 27 days per year

- 8.2 Employees will have the opportunity to sign up for vacation/PTO on May 31 and November 30 each year by signifying first and second choice preferences, with the most senior employee given the first consideration. The County will notify employees of approval or denial of their vacation/PTO requests within three (3) weeks of submission of the request. Any requests for vacations/PTO made at other times of the year shall be granted on a first come, first served basis without regard to seniority. An employee shall not lose vacation/PTO if requested in accordance with this Agreement and the request is denied by the Employer.
- 8.3 Unused vacation leave may be accumulated to a total of two-hundred-forty (240) hours.

- 8.4 Employees shall receive all accumulated unused vacation earned when terminating their employment.
- 8.5 Employees may donate vacation/PTO time to a sick leave bank for employees pursuant to Article 11.7 of this contract.
- 8.6 Full-time Corrections Officers shall bid for shifts every six months. A minimum of two Corrections Officers of each gender shall be scheduled for each shift and consistent with this requirement, shift bidding shall occur by seniority.

Part-time Corrections Officers shall not bid in this process. The shift bidding process shall be completed two (2) weeks before the vacation/PTO bidding deadline.

Dispatchers shall bid for shifts on the basis of seniority every six (6) months. Part-time Dispatchers shall not bid in this process.

**8.7 Transition to the PTO Program**

- A. Current employees will have a one-time opportunity to go to the county PTO program. Employees desiring to change to the PTO program must submit a written request to their supervisor within 60 days of the signing of the CBA. The effective date will be the start of the payroll period after the change form is received by payroll. Employees electing to remain on the current sick/vacation plan will maintain their current program.
- B. Employees who start work after the date the CBA is signed will be placed on the PTO program.

**For employees who elect the PTO program**

- A. Current sick and catastrophic sick bank will be combined into a single bank. Time can be used for any legitimate "sick time" purpose including the employee's actual illness or disability or to care for (including transportation to medical and dental appointments) a member of the employee's immediate family (child, spouse or parent).

Upon separation from employment there shall be no payout of any sick time.

- B. Current vacation bank will roll into the PTO account and employees will accrue and use it under the terms of the county policy.
- C. Employees electing PTO will have one additional personal day, for a total of five (5) days per year.

**Paid Time Off (PTO)**

PTO shall be granted to all benefit eligible employees. Schedules as shown are for full-time employees and must be pro-rated for benefit-eligible employees less than 40 hours.

**A. Paid Time Off Accrual for FLSA covered employees**

Date of hire through Year 4	192 hours per year
Start of Year 5 through Year 9	216 hours per year
Start of Year 10 through Year 14	240 hours per year
Start of 15 through Year 19	264 hours per year
Start of Year 20 and beyond	288 hours per year

**B. Anniversary Date**

All increases in PTO are based on the employee's anniversary date of original employment during a period of continuous employment.

**C. Availability of Paid Time Off**

PTO is available for use as it is earned.

**D. Maximum Accrual**

Maximum accrual per employee is 640 hours. Hours earned in excess of 640 hours shall automatically be forfeited

**E. Existing Sick Leave and Vacation Balances**

- a. Existing Sick leave may be used for personal illness, legal quarantine, injury, or death/illness in the immediate family. Immediate family shall be defined as the employee's/employee's spouse's children, parents, grandparents, siblings, or any member of the employee's household.
- b. Existing Vacation will be rolled into the PTO account.
- c. Upon termination with the County, employees shall not be paid for hours in their sick leave accounts.

**F. Personal Days**

All Full-time employees on the PTO program will receive five (5) Personal Days on January 1<sup>st</sup> of each year. Personal Days must be used by December 1<sup>st</sup> of each year. Any unused days will be deposited into a Health Care Savings Plan (HCSP) account administered by a vendor chosen by the county to be used following separation of County service.

**G. Requesting/Scheduling Paid Time Off**

Scheduling of PTO will be determined per departmental policy or practice. Upon approval, the employees shall document their use of PTO on their timesheet. PTO may not be used to extend an employee's termination date nor may it be used on an employee's final day of County employment.

**H. Payment for Unused PTO**

Upon separation from employment, the County will pay up to six hundred forty (640) hours of accrued unused PTO at the employee's current rate of compensation. The payment will be paid 50% as cash and 50% deposited into the Health Care Savings Plan (HCSP) account. Upon the death of an employee, the payment for up to 640 hours will be paid to the employee's estate or designated beneficiary.

**ARTICLE 9. INSURANCE**

9.1 Employees who qualify for benefits of the Pine County Health Plans shall be entitled to insurance coverage as specified in the Plans with the following contribution levels.

**MEDICAL INSURANCE COVERAGE OPTIONS:**

For 2017 the county shall provide four health plans (1) CMM 1000, (2) CMM 1500 (3) VEBA (4) HSA. No new enrollments shall be allowed in the CMM 1000 plan beginning January 1, 2017. In 2018 the county will eliminate the CMM 1000 and maintain the other three plans.

For 2017 the county and employee monthly contribution amounts shall be as follows per MOA:

Plan	Total Premium	County Contribution	County Contribution to HSA/VEBA Savings	Employee Contribution
CMM 1000 Single	\$672.50	\$672.50	NA	\$0
CMM 1000 Family	\$1,680.50	\$1,328.15	N/A	\$352.35
CMM 1500 Single	\$615.50	\$615.50	N/A	\$0
CMM 1500 Family	\$1,539	\$1,328.15	N/A	\$210.85
VEBA Single	\$664.50	\$577.75	\$106.25	\$86.75
VEBA Family	\$1,784.50	\$1,115.65	\$212.50	\$668.85
HSA Single	\$577.00	\$577.00	\$107.00	\$0
HSA Family	\$1,441.00	\$1,328.15	\$0	\$112.85

2018: Single coverage-Employer contribution 100% of the premium on the low cost plan up to an 8% increase in the County's contribution. If the increase will be more than 8%, the parties agree to reopen negotiations on the amount over 8%.

Family coverage – Employer will contribute 70% of any increase above \$1328.15/month.

2019: Single coverage – Employer contribution 100% of low cost plan up to an 8% increase over the 2018 County contribution amount. If the increase will be more than 8%, the parties agree to reopen negotiations on the amount over 8%.

Family coverage – Employer will contribute 70% of the premium increase above the 2018 County contribution.

**2018 & 2019**

If the premium amount decreases, the employer and employee shall split the decrease on the amount contributed to the premium 50/50 to the extent that the employee and county contribute to the premium.

## **ARTICLE 10. HOLIDAYS**

- 10.1 Regular employees shall be paid at the rate of two and one half (2.5) for all hours worked on the actual holiday. Regular employees shall receive Holiday Pay at straight time for hours not worked on the actual holiday based on their Regular shift schedule.

1st of January (New Year's Day)  
3rd Monday in January (Martin Luther King Day)  
3rd Monday in February (Presidents' Day)  
4th Monday in May (Memorial Day)  
4th of July (Independence Day)  
1st Monday in September (Labor Day)  
2nd Monday in October (Columbus Day)  
11th of November (Veteran's Day)  
4th Thursday in November (Thanksgiving Day)  
24th of December (Christmas Eve)  
25th of December (Christmas Day)

- 10.2 **Personal Days:**  
The County shall allow four (4) personal days to be used in full-shift increments, with non -accruing status to be used anytime during the course of the year, upon receiving them. All personal days shall be granted January 1 and may be combined with vacation or comp hours.
- 10.3 All employees currently employed on this date shall receive the personal days. If personal days are not used by the last pay period in November, any remaining personal leave days shall be contributed to the employee's post-employment health care savings account.
- 10.4 The scheduling of personal days shall not be unreasonably denied.

## **ARTICLE 11. SICK LEAVE**

- 11.1 Sick leave shall be provided to all full-time employees at the rate of one (1) day eight or (8) hours per full month of service to a maximum accumulation of 800 hours. Sick time will be banked in a catastrophic bank at the rate of one (1) day or eight (8) hours per full month of service after eight hundred (800) hours have been reached. Time in the catastrophic bank may be used only after the regular bank has been depleted.

Part time employees shall accrue sick leave on a pro-rata basis dependent on the number of hours worked.

Sick leave may be used for the employee's actual illness or disability or to care for a member of the employee's immediate family (child, spouse, and parent).

- 11.2 Sick leave may be used to attend medical or dental appointments or to transport a family member to such an appointment.
- 11.3 For illnesses which last more than three (3) consecutive days, the Employer may require a note from a recognized medical authority stating that the employee is fit to return to duty.
- 11.4 The Employer may request verification from a medical authority justifying the use of sick leave within the confines of Medical Data Practices if abuse is suspected.
- 11.5 An employee wishing to utilize sick leave shall make an attempt to notify The Supervisor and receive prior approval, if this is not possible, the employee shall notify the Supervisor as soon as possible following the start of the work day that he/she will not be able to come to work.
- 11.6 Upon retirement or death of an "eligible employee", unused sick leave hours will be paid into a Health Care Savings Plan at their current rate of pay and a value of 35% of all unused sick leave hours up to 800 hrs. (example 600 hrs = 210 hrs paid)

\*Eligible employee must have a minimum balance of 400 hours of unused sick leave and have 30 years of continuous employment with Pine County.

#### 11.7 Donation of Leave

A bargaining unit employee may donate a maximum of 24 hours of vacation/PTO and sick leave to another employee in the bargaining unit and the deputies' bargaining unit who has suffered a catastrophic health situation and has previously used all his/her vacation/PTO and sick leave time.

A catastrophic health situation would apply to the employee only, not family members. The employee must be eligible for FMLA or be covered under the medical leave policy in the contract and/or the Pine County Policies and Procedures. The option of donating sick and vacation/PTO time to members within the bargaining unit is voluntary. Employees are in no way obligated to donate.

Donated leave shall be split 50 percent sick leave and 50 percent vacation/PTO. Each employee can donate up to 24 hours per bona fide occurrence.

## **ARTICLE 12. LEAVES OF ABSENCE**

- 12.1 Any employee desiring leave of absence from his/her employment shall secure written permission from the Employer. The maximum leave of absence shall be six months (6) and may be extended for like periods. Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment. The Union will be notified of any leave of absence.
- 12.2 Absence: The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided forty-eight (48) hours written notice is given the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of people affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.
- 12.3 In the event of a death in the immediate family of an employee, such employee may be granted a leave of absence with pay for a period of up to three (3) days. Members of the immediate family shall include spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandchildren, grandparents, sister-in-law and brother-in-law.

## **ARTICLE 13. OVERTIME, CALL OUT**

- 13.1 Each employee will be paid at one and one-half (1.5) times the regular hourly rate for each hour in excess of a normal scheduled shift.
- 13.2 Computation: Overtime will be distributed as equally as practicable; overtime refused by employees will be considered as if it has been worked for record purposes in computing equality of distribution. Changes of shifts do not qualify an employee for overtime. Overtime will be calculated to the nearest fifteen (15) minutes. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.3 Court Time: An employee who is required to appear in court during their scheduled off-duty time shall be credited with a minimum of four (4) hours extra work. An extension or early report to a regularly scheduled shift for court appearances does not qualify the employee for the four (4) hour minimum.

- 13.4 Call Back Time: An employee who is called to duty during their scheduled off-duty time shall be credited with a minimum of four (4) hours extra work. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the four (4) hour minimum.
- 13.5 Employees shall have the choice of receiving compensatory time in lieu of overtime pay by noting the selection on the employee's time card. . Employees shall be able to cash out compensatory time on the first pay period following March 1, June 1, September 1, and November 1 of each year. Cash outs must be for a minimum of 20 hours, except November 1 can be for any number of hours. Any hours in excess of 80 as of December 31 will be paid into the employees post employment health care savings plan (HCSP).

#### **ARTICLE 14. COMPENSATION**

14.1 Wages:

Employees shall be paid in accordance with the payscale attached as Appendix A.

Step movement for full-time employees shall occur on their anniversary date.

Step movement for part-time employees shall occur when they reach 2080 hours per step.

14.2 Hiring above Step:

Newly hired employees with previous law enforcement, jailing, or dispatching experience may be hired up to Step 4.

14.3 Shift Differential:

A shift differential of \$0.95 shall be paid to all employees whose shift commences for any hours worked between the hours of 5:00 p.m. and 5:00 a.m.

14.4 Training Pay Differential:

Employees providing formal training approved by their supervisor to a employee shall receive an additional one dollar and fifty cents (\$1.50) each hour for which they are providing training.

14.5 Officer in Charge Differential:

Effective January 1, 2010, Employees appointed to serve as the Officer In Charge (OIC) Shall receive an additional one dollar (\$1.00) each hour for which they are designated OIC.



## **ARTICLE 15. UNIFORMS**

The Employer shall furnish uniforms to employees, working as corrections/dispatchers, which will make it clear they are part of the Pine County Law Enforcement Unit. Employees shall receive an annual uniform allowance up to \$650.00. This allowance will include, but is not limited to the purchase of the following items: Uniforms, Footwear, and Seasonal Jackets.

Any new Corrections Officer hired with a starting date prior to July 1 shall receive up to \$200 for uniform allowance in the year of hire and any Corrections Officer with a starting date of July 1 or after shall receive up to \$100 for a uniform allowance in the year of hire.

Upon leaving Pine County employment, items purchased through the uniform allowance, which carry the Sheriff Department's insignia/logo will be returned.

## **ARTICLE 16. NO STRIKE / NO LOCKOUT**

The Union agrees that during the life of this Agreement neither the Union, its officers, or agents, or any of the employees covered by the Agreement will cause, encourage, participate in, or support any strike, slowdown, mass absenteeism, mass resignation, or other interruption of or interference with the operation of the Department. Likewise, the Employer agrees not to lock out Employees.

## **ARTICLE 17. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

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

signed this Agreement.

## **ARTICLE 18. SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Pine. In the event any provision 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 provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE 19. GENERAL PROVISIONS**

- 19.1 **Pay Periods:** Employees shall be paid bi-weekly as scheduled when this Agreement was negotiated. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose each payday.
- 19.2 **Bonds and Premiums:** Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by Pine County. The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within thirty (30) days, they must so notify the employee in writing. The employee shall be allowed thirty (30) days from the date of such written notice to make their own bonding requirements, standard premiums only on said bond to be paid by Pine County. A standard premium shall be that premium paid by Pine County for bonds applicable to all other of its employees in similar classification. Any excess premium is to be paid by the employee.
- 19.3 **Identification:** Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by Pine County.
- 19.4 **Loss or Damage:** Employees shall not be charged for loss or damage to equipment unless proof of negligence is shown. This Article is not to be construed as applying to charging employees for normal usage or wear and tear on equipment.
- 19.5 **School:** When an employee is required by the Employer to attend classes in Law Enforcement, said employee shall be compensated at the regular rate of pay, but not to exceed eight (8) hours for anyone (1) given day. This Section is drafted to compensate an employee who may have to attend these classes on their day off.

19.6 Mileage and Expenses: An employee shall not be required to furnish cars. When an employee, as directed to do so by the Employer, does use their own car while on duty, they shall be reimbursed in accordance with Pine County Policies. All employees, when away from their homes overnight because of their duty, or outside the County, shall receive meal and/or lodging expenses during their absence in accordance with the then in effect policy of Pine County.

19.7 Probationary Periods. The Employer, at its sole discretion, may discharge a probationary employee at any time during the probationary period. Such action shall not cause a breach of this agreement or be eligible for grievance as provided in Article 5. of this agreement.

#### **ARTICLE 20. WORK YEAR**

20.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each employee through:

1. hours worked on assigned shifts;
2. holidays;
3. assigned training;
4. authorized leave time.

20.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum number of hours the Employer may assign employees.

#### **ARTICLE 21. DISCIPLINE**

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

1. Oral reprimand;
2. Written reprimand;
3. Suspension with or without pay;
4. Demotion
5. Discharge

21.2 Suspensions, demotions, and discharges will be in written form.

21.3 Written reprimands, notices of suspensions, and notices of discharge

which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

- 21.4 Employee may examine their individual personnel files at reasonable times under the direct supervision of the Employer.
- 21.5 Discharges will be preceded by a five (5) day suspension without pay.
- 21.6 The Employer may question employees concerning investigation for potential disciplinary action. When the investigation has focused on an individual (or individuals), the employee may request that a Union representative be present for that questioning.
- 21.7 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 5.

**ARTICLE 22. CONSTITUTIONAL PROTECTION**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

**ARTICLE 23. DURATION**

- 23.1 This Agreement shall be effective from January 1, 2017 through December 31, 2019.
- 23.2 This Agreement may be opened by either party by giving to the other party sixty (60) days notice prior to December 31, 2019. Such notice may be given either personally or by mail.

**PINE COUNTY**

**AFSCME MN COUNCIL 65  
LOCAL #1904, AFL-CIO**

Matt W. Jendry 02-21-17  
Board Chairman Date

Shela M. Prokopy 2-16-17  
Business Agent Date

D. J. Mink 2-21-17  
County Administrator Date

[Signature] 2-16-17  
Union President Date

**Corrections Officers and Dispatch**

**2017 Salary Schedule**

Step placement in 2016 would move to the proposed Step for 2017

	Step 3	Step 4	Step 5	Step 6	Step 7	NA	Year 10
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Year 7	Year 10
Corrections Officer; Dispatcher	18.22	18.95	19.71	20.50	22.11	22.77	24.14
Lead Dispatcher	18.77	19.52	20.30	21.11	23.96	24.68	25.32
Jail Sergeants, Program Coordinator	20.26	21.07	21.91	22.79	24.86	25.61	26.82

**2018 Salary Schedule**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Year 7	Year 10
Corrections Officer; Dispatcher	18.77	19.52	20.30	21.11	22.77	23.45	24.86
Lead Dispatcher	19.33	20.10	20.91	21.74	24.68	25.42	26.08
Jail Sergeants, Program Coordinator	20.87	21.70	22.57	23.47	25.61	26.38	27.62

**2019 Salary Schedule**

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Year 7	Year 10
Corrections Officer; Dispatcher	19.33	20.10	20.91	21.74	23.46	24.16	25.61
Lead Dispatcher	19.91	20.71	21.53	22.40	25.42	26.18	26.87
Jail Sergeants, Program Coordinator	21.49	22.35	23.25	24.18	26.38	27.17	28.45

