

AGREEMENT BETWEEN

THE COUNTY OF MURRAY

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
MINNESOTA COUNCIL NO. 65

Dispatcher/Jailer

January 1, 2018 through December 31, 2020

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ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the County of Murray hereinafter called the EMPLOYER, and American Federation of State, County and Municipal Employees, Council 65, hereinafter called the UNION.

The intent and purpose of this AGREEMENT IS TO:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II - RECOGNITION

The EMPLOYER recognizes the UNION as the Exclusive Representative for employees in the following described unit based on Minnesota Mediation Services Case No. 01-PCE-678:

All essential jailer/dispatcher employees employed by the Murray County Sheriff's Department, Slayton, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

ARTICLE III - UNION SECURITY

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 3.1 Dues Deduction – the Employer shall deduct an amount sufficient to provide payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of the dues shall commence immediately after initial employment with the County, and

The Employer shall remit such deductions to AFSCME Council 65 (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee

information in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

The Union shall provide the formula to calculate the actual dues deduction to the Employer and is willing to provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in electronic Excel format or via U.S. mail;

- 3.2 Stewards - The UNION may designate two employees from the bargaining unit to act as Steward and shall inform the EMPLOYER in writing of such choice.
- 3.3 Union Bulletin Board – The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, election, election returns, appointments to office, and informational items. The UNION agrees to limit the posting of such notices to designated locations. The UNION specifically agrees that no notices of a political, inflammatory or derogatory nature shall be posted.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE IV - EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE V - EMPLOYEE RIGHTS - 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 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER

in writing of the names of such UNION representatives and of their successors when so designated.

5.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

5.4 PROCEDURE

Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

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

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration. The EMPLOYER and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

5.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the 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.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

5.6 WAIVER

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

ARTICLE VI - DEFINITIONS

- 6.1 UNION: American Federation of State, County and Municipal Employees, Council 65.
- 6.2 EMPLOYER: The County of Murray.
- 6.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council 65.
- 6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
 - 6.4.1 Regular Scheduled Full-time Employee: An employee covered under this agreement scheduled to work standard shifts with a minimum of 1872 hours per year.
 - 6.4.2 Part-time Employee: An employee covered under this agreement scheduled to work less than 1872 hours per year.
- 6.5 BASE PAY RATE: The employee's hourly pay rate.
- 6.6 SENIORITY: Length of continuous service with the EMPLOYER.
- 6.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period.
- 6.8 CALL BACK: Return of an employee to a specified work site to perform assigned 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 back.
- 6.9 REST BREAKS: Employees will receive a fifteen (15) minute rest break each four hours of scheduled duty during which the employee will be responsible for assigned duties.
- 6.9 MEAL BREAKS: Employees will receive a one-half hour meal break during each scheduled shift of eight (8) to twelve (12) hours in length during which the employee will be responsible for all assigned duties.

ARTICLE VII - SAVINGS CLAUSE

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 provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided

provision may be renegotiated at the request of either party.

ARTICLE VIII - WORK SCHEDULES

- 8.1 The sole authority in work schedules is the EMPLOYER.
- 8.2 The EMPLOYER will give seven (7) days advance notice to the employees affected by the establishment of scheduled shifts different from the employees' normal scheduled shift.
- 8.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of County equipment or facilities, no advance notice need be given.
- 8.4 An annual work schedule will be posted by the EMPLOYER by January 1, of each year.

ARTICLE IX - OVERTIME PAY

- 9.1 Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1 1/2) times the employee's regular base pay. Two (2) times the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in a twenty-four (24) hour period.
 - 9.1.1 Compensatory Time for Non-Exempt Employees
 - a. Compensatory time accrual maximums and payouts over the maximums will be treated as follows:

Employees shall accrue no more than 84 compensatory hours. Employees shall roll over no more than 24 compensatory hours from year to year. All accumulation beyond the maximum (84 hours) at the end of each pay period will be compensated at the appropriate rate for all overtime hours worked. This will be paid directly into the employee's MSRS Health Care Savings Plan if they are in a unit that has elected to do so.
 - b. The use of compensatory time requires prior supervisory approval. Compensatory time off is granted at the discretion of the supervisor and may be taken in one-half hour increments.
 - c. The County Auditor/Treasurer's office will maintain records on compensatory time earned balances.
- 9.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.3 Overtime will be distributed as equally as practicable.

ARTICLE X - CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift with less than eight (8) hours prior notice, will be compensated for a minimum of three (3) hours' pay at one and one-half (1 1/2) times the employee's base rate of pay. An extension of or early report to an assigned shift is not a call back.

ARTICLE XI - RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

ARTICLE XII - DISCIPLINE

- 12.1 The EMPLOYER will discipline employees only for just cause. Discipline will be in one of the following forms:
- a. oral reprimand;
 - b. written reprimand;
 - c. suspension;
 - d. demotion; or
 - e. discharge.
- 12.2 Notices of suspension, demotions, and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension will be effective. The Union will be provided a copy of each notice.
- 12.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.
- 12.4 Employees will not be questioned concerning an investigation which could lead to the discipline of the employee unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 12.5 Grievances relating to this Article shall be initiated by the Union at Step 3 of the Grievance Procedure in this AGREEMENT.
- 12.6 Employees may examine their Personnel File at reasonable times under the direct supervision of the EMPLOYER.

ARTICLE XIII - PROBATIONARY PERIODS

- 13.1 All newly hired or rehired employees will serve a six (6) months probationary period.

- 13.2 All employees will serve a six (6) months' probationary period in any job classification in which the employee has not served a probationary period.
- 13.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 13.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE XIV - SENIORITY

- 14.1 Employer seniority for full-time employees will be determined by the employee's length of continuous service with the EMPLOYER. Employer seniority for part-time employees will be determined on the basis of two thousand and eighty (2080) scheduled hours (exclusive of overtime hours) equals one year of service.

Job Classification seniority will be determined by the employee's length of service in a job classification.

- 14.2 Layoff will be determined by job classification seniority. Recall will be determined by job classification seniority. Recall rights under this provision will continue for twelve (12) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.
- 14.3 The EMPLOYER will post all job vacancies within the bargaining unit for ten (10) calendar days. Seniority will be the determining criterion for filling vacancies only when all job relevant qualifications between applicants are equal, based upon the qualifications set by the EMPLOYER.

ARTICLE XV - HEALTH INSURANCE

- 15.1 The EMPLOYER shall provide health insurance coverage in the Employer's comprehensive major medical group plan to employees regularly scheduled to work thirty (30) or more hours per week on a continuing basis. An employee will be eligible for insurance coverage on the first day of the month following thirty (30) days of eligible employment.
- 15.2 When an employee becomes eligible for the comprehensive major medical group plan, the employee will be included in the employer's cafeteria plan and the EMPLOYER will contribute the same amount the EMPLOYER contributes for the EMPLOYER'S non-union employees.

ARTICLE XVI - HOLIDAYS

Employees will receive the same holiday benefits as those received by the

EMPLOYER'S NON-ORGANIZED EMPLOYEES (Policy No. 709 as adopted 12/31/2001 and Revised 12/11/2012), with the exception that all part-time employees will observe holidays on the actual day of the holiday; and in the event an Employee works more than an eight (8) hour shift on a Holiday, that Employee will receive Holiday pay for all hours actually worked on the Holiday; and two (2) hours of straight time pay will be paid out to employees working on Christmas Eve when it falls on a weekday.

ARTICLE XVII - VACATIONS

Employees shall receive the same vacation benefits as those received by the EMPLOYER'S non-organized employees (Policy No. 718 as adopted 12/31/2001 and Revised 11/22/2016).

ARTICLE XVIII - JURY DUTY

Employees summoned to jury duty shall be granted the same benefits as the EMPLOYER'S non-organized employees (Policy No. 713 as adopted 12/31/2001 and Revised 11/18/2014).

ARTICLE XIX - SICK LEAVE – SEVERANCE PAY

Employees shall receive the same sick leave and severance pay benefits as those received by the EMPLOYER'S non-organized employees (Policy No. 728 as adopted 12/31/2001 and Revised 6/21/2016).

ARTICLE XX – FUNERAL LEAVE

Employees will receive funeral leave as provided by EMPLOYER Policy (Policy No. 711 as adopted 12/31/2001 and Revised 09/01/2009).

ARTICLE XXI – LEAVES OF ABSENCE

Employees will receive leaves of absence as provided by EMPLOYER Policy.

ARTICLE XXII – UNIFORMS

The EMPLOYER will provide all EMPLOYER required uniform articles and equipment.

ARTICLE XXIII - WAIVER

- 23.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 23.2 The parties mutually acknowledge that during negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or condition of employment not removed by

law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

For emails in which County employees are notified of policy changes, the Employer shall add the AFSCME Labor Representative to such emails.

ARTICLE XXIV - DURATION

This AGREEMENT shall be effective as of January 1, 2018 and shall remain in full force and effect until the 31 day of December 2020.

IN WITNESS WHEREOF, the COUNTY has executed this AGREEMENT on this 18th day of December, 2018.

FOR THE COUNTY OF MURRAY

James Jones
David Henin

FOR AFSCME, COUNCIL 65

Danna Mallema
Jacki Tumms
Eric Austin - Rep

Appendix A

WAGES AND CLASSIFICATIONS

AFSCME – Dispatcher/Jailer Contract

2018

Position – 2018	MIN	B	C	D	E	F	G	H	I	MAX
Jailer/Dispatcher	\$19.95	\$20.62	\$21.28	\$21.95	\$22.61	\$23.28	\$23.94	\$24.61	\$25.27	\$25.94
Asst. Jail Administrator	\$21.15	\$21.85	\$22.56	\$23.26	\$23.97	\$24.67	\$25.38	\$26.08	\$26.79	\$27.49

Employees shall be placed at the following steps for 2018. All wages shall be retroactive to January 1, 2018. In addition, Employees shall be paid 20 cents per hour for every hour that said Employee worked from January 1, 2018 through December 31, 2018. The additional 20 cents per hour is a one-time negotiated exception that applies to 2018 wages only and is not part of the wage scale; any future wage increases will be based on the existing wage scale and will not account for this 20 cents per hour negotiated payment.

	Job Title	
Daniel Brockberg	Dispatcher/Jailer	MIN
Janette Engels	Dispatcher/Jailer	C
Jon Heidebrink	Dispatcher/Jailer	MIN
Jacki Jurrens	Dispatcher/Jailer	C
Donna Mollema	Asst. Jail Administrator	H
McKenna Schreier	Dispatcher/Jailer	MIN

2019 - 2.5%

Position – 2019	MIN	B	C	D	E	F	G	H	I	MAX
Jailer/Dispatcher	\$20.45	\$21.13	\$21.81	\$22.49	\$23.18	\$23.86	\$24.54	\$25.22	\$25.90	\$26.58
Asst. Jail Administrator	\$21.68	\$22.40	\$23.12	\$23.84	\$24.57	\$25.29	\$26.01	\$26.73	\$27.46	\$28.18

2020 - 2.5%

Position – 2020	MIN	B	C	D	E	F	G	H	I	MAX
Jailer/Dispatcher	\$20.96	\$21.66	\$22.36	\$23.05	\$23.75	\$24.45	\$25.15	\$25.85	\$26.55	\$27.25
Asst. Jail Administrator	\$22.22	\$22.96	\$23.70	\$24.44	\$25.18	\$25.92	\$26.66	\$27.40	\$28.14	\$28.88

Employee's progression through this step schedule will be based on satisfactory performance. Evaluations of performance will not be grievable.

Effective 1/1/2019 employees who have been employed for one calendar year shall receive a step increase upon satisfactory performance.

Effective 1/1/2020 employees who have been employed for one calendar year shall receive a step increase upon satisfactory performance.

New employees shall not receive a step increase unless they have been employed for one calendar year prior to the date of the step increase date.

Employees specifically assigned to the TAC/TRNG Officer position shall be paid seventy-five dollars (\$75.00) per month for the duration of the assignment.