

**LABOR AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF MAHNOMEN**  
**AND**  
**AMERICAN FEDERATION OF STATE COUNTY AND**  
**MUNICIPAL EMPLOYEES**  
**(LOCAL NO. 3064)**  
**JAILERS / DISPATCHERS**

**January 1, 2018, to December 31, 2020**

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**LABOR AGREEMENT  
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AND  
AMERICAN FEDERATION OF STATE COUNTY AND  
MUNICIPAL EMPLOYEES**

**ARTICLE 1:        PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of Mahnomen, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to:

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

**ARTICLE 2:        RECOGNITION**

- 2.1    The Employer recognizes the Union as the exclusive representative under the Minnesota Public Employment Labor Relations Act of 1971, and amendments thereto, for all Jailers / Dispatchers employed by the Mahnomen County Sheriff's Office, Mahnomen, Minnesota, excluding supervisory and confidential employees.
- 2.2    In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue will be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3:        DEFINITIONS**

- 3.1    Union: American Federation of State, County and Municipal Employees.
- 3.2    Employee: A member of the exclusively recognized bargaining unit.
- 3.3    Office: The Mahnomen County Sheriff's Office.
- 3.4    Employer: Mahnomen County.

- 3.5 Office Head: Mahnommen County Sheriff.
- 3.6 Day: A “day” for purposes of calculating vacation, sick leave, or holiday accruals will be eight hours.
- 3.7 Regular Employee: Employee who has completed the one year probationary period.
- 3.8 Probationary Employee: Employee who has not completed the one year probationary period.
- 3.9 Overtime: Work performed at the express authorization of the Office Head in excess of the employee’s scheduled shift.
- 3.10 Terms not defined in this Agreement will have those meanings as defined by PELRA.

**ARTICLE 4: EMPLOYER AUTHORITY**

- 4.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to 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 will remain solely within the discretion of the Employer to modify, establish, or eliminate.

**ARTICLE 5: UNION SECURITY**

- 5.1 The Employer will deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union dues. Such monies will be remitted as directed by the Union.
- 5.2 The Union may designate employees from the bargaining unit to act as stewards and will inform the Employer in writing of such choices and changes in the position of stewards.
- 5.3 The Employer will make space available on the employer bulletin board for the posting of union notice(s) and announcement(s).

- 5.4 The Employer will deduct from the wages of employees who are eligible to be members of the Union, but who have elected not to join Local 3064, an amount equal to the "fair share" contribution as specified by the Union within the parameters of Minnesota Statutes.
- 5.5 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.
- 5.6 The Employer agrees to allow union steward(s) reasonable time and leaves of absence, with prior approval from the Office Head, and without pay, for the purpose of conducting union business when such time will not unduly interfere with the operations of the Office.

**ARTICLE 6: EMPLOYER SECURITY**

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest a strike, slow down, mass resignations, mass absenteeism, the willful absence from one's position, stoppage of work, or the absence in whole or part of the full, faithful, and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment.

**ARTICLE 7: SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States of America and of the State of Minnesota. In the event that any provision of this Agreement will be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision will be voided. All other provisions of this Agreement will continue in full force and effect. The voided provisions will be renegotiated upon written request of either party.

**ARTICLE 8: JOB SAFETY**

- 8.1 It will be the policy of the Employer that the safety of employees is a continuing and intricate part of its everyday responsibility.
- 8.2 It will also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This employee responsibility will include the proper use of all safety devices in accordance with recognized safety procedures.

## **ARTICLE 9: LEGAL SERVICE**

Except in cases of malfeasance in office, willful neglect of duty, or bad faith, the Employer will defend, save harmless, and indemnify an employee and/or the employee's estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance or scope of the employee's duties.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

10.1 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.

10.2 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 will notify the Employer in writing of the names of such union representatives and of their successors.

10.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances is limited by the job duties and responsibilities of the employees and will, therefore, be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the union representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article, provided the employee and the union representative have notified and received the approval of the Employer, who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

10.4 Procedure: Grievances, as defined by Article 10.1, will be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement will, within 21 calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 will 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 will be appealed to Step 2 within ten calendar days after the

supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten calendar days will be considered waived.

Step 2. If appealed, the written grievance will be presented by the Union and discussed with the Office Head. The Office Head will give an answer to the Step 2 grievance in writing within ten calendar days after receipt.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten calendar days following the Office Head's Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten calendar days will be considered waived.

Step 3. If appealed, the written grievance will be presented by the Union and discussed with the personnel manager as designated by the Employer. The personnel manager will give an answer to such Step 3 grievance in writing within ten calendar days after receipt.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten calendar days following the personnel manager's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten calendar days will be considered waived.

Step 3A. A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 will be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

#### 10.5 Arbitrator's Authority:

- A. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator will consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and will have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator will 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 will be submitted in writing within 30 days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision will be

binding on both the Employer and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the Employer and the Union, provided that each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

10.6 Waiver: If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will 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.

10.7 CHOICE OF REMEDY: If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and the grievance involves a suspension, demotion, or discharge of any Employee who has completed the required probationary period, the grievance may be appealed to either Step 3 or a different available procedure under the law, such as Merit System or Veteran's Preference after completion of Step 3, but an Employee may not retain both remedies. If appealed to any procedure other than Step 3, a grievance is not subject to the arbitration procedure provided in Step 4. The aggrieved Employee shall indicate in writing which procedure is to be utilized, Step 3, or the other appeal procedure, and shall sign a written statement indicating that the choice of any other hearing procedure precludes the aggrieved Employee from making a subsequent appeal to Step 4. Such election of procedure shall be filed within 15 days of the Employer's written response in Step 2, or the grievance shall be deemed waived.

## **ARTICLE 11: DISCIPLINE**

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

Oral reprimand  
Written reprimand  
Suspension

Demotion  
Discharge

- 11.2 Suspension, demotions, and discharges will be in written form.
- 11.3 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. Employees and the Union will receive a copy of such reprimands and/or notices.
- 11.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

**ARTICLE 12: SENIORITY**

- 12.1 Definition: Seniority will mean an employee's length of service with the Employer since the employee's last date of hire. An employee's continuous service record will be broken only by separation from service by reason of resignation, discharge for cause, or retirement. When two or more employees have the same seniority date, their positions on the seniority list will be determined at the time of hire, and employees will be notified of such status within 30 days of start date.
- 12.2 Reduction of Work Force: When a reduction of the work force becomes necessary, the employee with the least seniority will be laid off first. No new employee will be employed by the Employer to work in the Office while a qualified former employee is laid off. In the event an employee is laid off, the employee will leave his/her name and address with the Employer, and, in a case of reinstatement or availability or position, the employee will have 14 days after receipt of notice to accept re-employment. This provision will only apply within one year of the lay-off date.

**ARTICLE 13: WORK SCHEDULE**

- 13.1 The normal work year will consist of 2,080 hours to be accounted for by each employee through:
- |                         |                 |
|-------------------------|-----------------|
| Scheduled hours of work | Paid leave time |
| Roll call               | Training        |
- 13.2 Nothing contained in this or any other article will be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 13.3 The Employer is the sole authority in establishing work schedules.

- 13.4 Overtime will be paid at one and one half times the employee's regular rate of pay for any hours worked in excess of an employee's regularly scheduled daily hours, to include hours that carry over into the next calendar day.
- 13.4 A. When an employee in the department is on an approved leave of absence (Article 15 leave, medical, or worker's compensation leave) of 14 consecutive calendar days (or more) resulting in modifications to another employee's regularly scheduled daily hours, the employee shall be compensated at his/her overtime rate the first 14 days that his/her regularly scheduled daily hours are modified. After 14 days, the employee shall return to being compensated at his/her normal hourly rate of pay for shifts resulting from the schedule change, unless overtime under 13.4 is triggered.
- 13.5 Overtime will be compensated in cash unless the employee requests compensatory time off. Compensatory time off is granted at the rate of one and one-half times the employee's straight time hourly rate and may accumulate to no more than 50 hours at any given time. The Office Head determines when scheduling permits the use of accumulated compensatory time by employees.
- 13.6 Employees will be entitled to two 15 minute breaks and a one-half hour lunch period during their shift. Employees will be considered to be on call during said time periods.
- 13.7 All employees will have an equal opportunity to work open shifts (full or partial) for overtime, and any open shifts (full or partial) will be distributed as evenly as possible. If no employee requests or is available for an open shift, the responsibility for working that shift falls to the jailer/dispatcher specialists.
- 13.8 For the purpose of computing overtime compensation, overtime hours worked will not be pyramided, compounded, or paid twice for the same hours worked.
- 13.9 Overtime will be calculated to the nearest 15 minutes.
- 13.10 On Call Time: The Employer will pay \$105.00 per week (Monday at 0700 until the following Monday at 0700) to the jailer/dispatch specialists for the weeks they are subject to on call status. Each jailer/dispatch specialist will alternate weeks of on call status. In the event that an employee(s) other than the on call jailer/dispatch specialist agrees to cover the complete open shift, the jailer/dispatch specialist will forfeit \$15.00 of that week's on call pay, which will be paid to the employee(s) who worked the open shift. If an employee(s) covers less than the complete open shift, the jailer/dispatch specialist will forfeit a pro-rated portion of the \$15.00 based upon the number of hours covered by the employee(s).

13.11 Training: In the event that an employee attends an approved training, the employee will be paid for his/her drive time and classroom/training time. If the employee's regularly scheduled shift is 12 hours, he/she would receive straight pay as he/she would normally be paid. If the employee returns from training prior to his/her regular 12 hour shift being completed, the employee will have the option to work the remainder of his/her shift, or can elect to take vacation or compensatory time for the remainder of his/her shift. If the employee's regularly scheduled shift is eight hours, the same rules apply as previously stated for 12 hour employees with the exception that the employee would receive overtime after eight hours. In both cases, employees attending training on a day that is not their regularly scheduled shift will be paid overtime.

**ARTICLE 14: SICK LEAVE**

- 14.1 Eight hours of sick leave will be earned for each calendar month of employment or major fraction thereof. Additions to or deductions from each employee's sick leave account will be made each pay period. Part-time employees shall receive the benefit on a pro-rated basis.
- 14.2 Sick leave may accumulate to a maximum of 800 hours. Part-time employees shall accumulate sick leave to a prorated maximum of 800 hours.
- 14.3 Sick leave with pay will be granted for bona fide personal, spouse, child (including stepchild, biological, adopted, or foster child), adult child, sibling, mother-in-law, father-in-law, grandchild, grandparent, or stepparent's medical examinations or medical treatment.
- 14.4 No sick leave will be granted to an employee during the first six months of employment, but sick leave will accrue from the start of the employee's employment. If an employee utilizes sick leave during his/her first six months, the employee will either lose the wages for that sick leave utilized or may make up the time lost.
- 14.5 Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If employees have been incapacitated for the period of absence, or a major part thereof, they may be required to provide evidence of again being physically able to perform their duties. Sick leave is a privilege designated for the purposes stated herein. Each employee will be held accountable for the reasonable, prudent, and bona fide use of sick leave.
- 14.6 The employee must notify the Office Head of the need for sick leave at the earliest possible moment and preferably before the start of the scheduled working hours. Failure to make diligent effort to give such notice may result in no compensation for such time taken.

- 14.7 After accumulated vacation leave has been exhausted, a leave of absence for illness or injury will be granted up to a total of 1,440 hours. However, the Mahanomen County Board may grant an extension of a leave of absence for injury or illness under such circumstances as appear appropriate. The Employee may keep 20 hours of sick leave in reserve.
- 14.8 Claiming sick leave when physically fit, except as permitted in this Article, may be cause for disciplinary action.

**ARTICLE 15: LEAVES OF ABSENCE**

- 15.1 An unpaid leave of absence may be granted for a period up to a total of 90 calendar days; however, the Mahanomen County Board may grant an extension of an unpaid leave of absence under such circumstances as appears appropriate after all available accumulated vacation leave has been exhausted.
- 15.2 Extensions of unpaid leaves could be granted only upon written request made no later than 20 calendar days prior to the expiration of the original leave of absence.
- 15.3 Leaves of absence will be granted at the discretion of the Office Head. The denial of a request for a leave of absence, or an extension of a leave of absence, under this Article shall not be subject to the grievance process herein.
- 15.4 Funeral Leave: Leave with pay, not to exceed four days in length, will be authorized in the event of a death in the employee's immediate family: spouse, mother, father, grandparents, brother, sister, children, and in the event of a death in the employee's family: mother-in-law, father-in-law, step-mother, step-father, step-brother, step-sister. An employee may be granted additional time off, to be deducted from the employee's accrued vacation time.
- 15.5 Jury Duty: An employee called for jury duty will be granted a leave without loss of pay. The employee will reimburse the Employer for any compensation received, less mileage reimbursement.

**ARTICLE 16: VACATION**

- 16.1 Employees will earn vacation benefits at the following rate:
 

From start - 1 year of service:	4 hours/month	6 days/year
After 1 – 8 years of service:	8 hours/month	12 days/year.
After 8 – 12 years of service:	10 hours/month	15 days/year.

Plus 8 additional hours [1 day] for each year of service in excess of 12 years to a maximum of 20 days/year.

16.2 For employees hired prior to January 1, 2000, vacation benefits earned, but not used, may accumulate up to 320 hours or 40 days.

16.3 Employees hired on or after January 1, 2000, will follow the following vacation accumulation schedule:

Employees with 2 through 10 years of service may accumulate a maximum of 25 days or 200 hours.

After completion of 10 years of service, a maximum of 35 days or 280 hours may be accumulated.

After completion of 19 years of service, a maximum of 40 days or 320 hours may be accumulated.

16.4 Upon termination, an employee will be compensated for vacation days accumulated, but not used, up to the maximum applicable allowances.

16.5 Employees can cash out one-half or 50 percent of annual accruals at the time of the request, individually, so long as they have used 40 hours of vacation in the last 12 months. The cash out can be requested once annually. Employees must submit such requests in writing two weeks prior to a county board meeting.

## **ARTICLE 17: HOLIDAYS**

17.1 The following 11 holidays, or days observed as such, will be considered as paid holidays for all employees.

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	Independence Day
Christmas Day	

17.2 The Employer may require employees to work on said holidays. Employees required to work, and who actually do work on Martin Luther King Day, Presidents' Day, Easter Sunday, Day after Thanksgiving, and Veteran's Day, will receive two times the employee's regular rate of pay. Employees required to work, and who actually do work on Thanksgiving Day, Christmas Day, Independence Day, Memorial Day, Labor Day, and New Year's Day, will receive two and one-half times the employee's regular rate of pay.

- 17.3 When a holiday falls during an employee's vacation leave or sick leave, it will not be charged against such leave.
- 17.4 Employees not required to work on any of the above holidays will be entitled to receive eight hours of straight time pay for the day.
- 17.5 Two additional "floating holidays," for which employees receive one shift off with pay (not to be counted toward overtime), may be scheduled at a time approved by the Office Head.

**ARTICLE 18: PROBATION PERIOD**

- 18.1 The first one year of employment of each employee will be regarded as a probationary period, and such termination shall not be subject to the grievance process herein.
- 18.2 The Employer will have sole discretion to terminate an employee during the probationary period and it shall not be subject to the grievance process.
- 18.3 Vacation and sick leave benefits will be earned but may not be used during the first six months of a probationary period.

**ARTICLE 19: OUTSIDE EMPLOYMENT**

- 19.1 Employees may not engage in any outside occupation, employment, or business that hinders their impartial or objective performance of their public duties, that is incompatible with their county employment, or impairs their efficiency on the job. The Office Head will regulate any hours of outside employment as necessary.
- 19.2 Employees will advise the Office Head of their plans to engage in outside work and will supply the Office Head with full information about such work through written application or other means specified by the Office Head. Outside work will be regarded as secondary to regular county employment and will not interfere with the availability of an employee for emergency or on call duty.
- 19.3 The initial determination as to whether or not outside employment hinders an employee's county duties will be made by the Office Head. The employee may request a review by the Mahnomon County Board of Commissioners.

**ARTICLE 20: INSURANCE**

20.1 The Employer will contribute up to \$920.50 each month towards the cost of the single coverage policy premium for each full-time employee who qualifies for and is enrolled in the Employer's \$1,000.00 CMM group health and hospitalization insurance plan. The contribution will be made on or before the first day of the month toward which it is applied, and such insurance contribution will terminate upon termination of employment. For eligible employees who choose the \$5,000.00 CDHP Health Savings Account Health Insurance Plan (HSA), the Employer will pay \$646.00 per month toward the cost of the single coverage policy premium for each full-time employee, plus \$274.50 per month, into each employee's single HSA savings account. Employees newly enrolled in the HSA Plan will have the first three month contribution of \$823.50 placed in the savings account, with additional monthly contributions to begin after three months.

Employees may elect, at their own discretion, to provide coverage for eligible dependents under the Employer's group health and hospitalization insurance plan, provided such plan allows dependent coverage. The Employer will provide \$150.00 per month in calendar year 2015 toward the cost of coverage of such dependent coverage, and the remainder of the premium may be paid by payroll deductions upon the receipt of a written authorization card from the employee to the Employer within 30 days prior to the date that such payment will be made. For eligible employees who choose the \$5,000.00 Family Health Savings Account Health Insurance Plan (HSA), the Employer will pay \$646.00, plus \$274.50, plus \$150.00, for a monthly total of \$1,070.50, toward the family premium of \$1,722.00, leaving the employee a balance of \$651.50.

20.2 Any annual policy premium increase in or, if more than the amount contributed by the Employer in 20.1, shall be borne equally between the Employer and the Employee. The Union and Employer agree to reopen this contract solely to negotiate terms and conditions for the provision of health insurance in 2019 and 2020

20.3 The Employer will provide a \$10,000.00 life insurance policy on all employees. The Employer will make available a \$2,000.00 term life insurance policy for dependents, the cost for such policy to be paid by employees who elect such coverage.

20.4 Employees will be allowed to form a group for the purpose of procuring dental insurance. The premiums will be borne by the employees through monthly payroll deductions when authorized by the employees.

20.5 The Retiree Health Insurance Benefit Clause shall mirror that found in the Mahnommen County Employee Handbook and is as follows:

Coverage for Retirees. (Note: This section applies only to eligible county officials and employees who were employed as county employees and officials prior to 17 February 2009.

- a. Retiring Mahanomen County officials and employees who are at least age 55 but less than age 62, with a minimum of ten years of service with Mahanomen County, are offered continuing coverage for themselves and their dependents in the County's group health plan until the end of the month in which they reach age 65, at their own expense.
- b. Retiring Mahanomen County officials and employees who are at least age 62 but less than age 65, with a minimum of ten years of service with Mahanomen County, and were hired prior to 17 February 2009 are offered continuing coverage for themselves and their dependents in the County's group health plan until the end of the month in which they reach age 65, with up to \$920.50 paid by the County.
- c. Retiring Mahanomen County officials and employees who are at least age 55, with a minimum of 20 years of service with Mahanomen County, and were hired prior to 17 February 2009 are offered continuing coverage for themselves and their dependents in the County's group health plan until the end of the month in which they reach age 65, with up to \$920.50 paid by the County.

## **ARTICLE 21: UNIFORMS**

- 21.1 Initial Issue: The Employer will furnish employees an initial uniform consisting of three pairs of trousers, four short sleeve shirts and one jacket. All uniforms provided will be properly maintained by employees. Upon termination for cause or during the probationary period, employees will return all provided uniforms. Employer will also furnish appropriate patches, badges, brass, and name tags that are the property of the Employer and must be returned upon termination for any reason. New employees will receive their first replacement/maintenance payment upon the completion of their probationary period, prorated for the portion of the year between the date of completion of probation and the date of the first regular payment.
- 21.2 Replacement: Employees will be provided with an annual cash uniform allowance payment for replacing and maintaining their uniforms and equipment on January 31<sup>st</sup>. New employees will receive their first replacement/maintenance payment on the first regularly scheduled payment date following the completion of their probationary period. The allowance is as follows: \$550.00.
- 21.3 Part-time employees will be provided necessary uniforms by the Employer.

21.4 Maintenance of Uniforms: The Office Head reserves the right to require that uniforms be maintained appropriately and replaced by employees when deemed by the Office Head to be worn out or not presentable.

**ARTICLE 22: INJURY ON DUTY**

In the event that an employee is injured in the line of duty and permanently or temporarily disabled, the employee will be charged sick leave for the first three days, prorated with Workers' Compensation, so the employee will receive a full week's pay. Thereafter, the employee will receive his/her normal compensation for a maximum of one year. Any worker's compensation benefits that the employee receives will be surrendered to Mahnomen County, except that any permanent partial or permanent total disability awards from the Worker's Compensation Bureau will be made the exclusive property of the employee.

**ARTICLE 23: COURT TIME - CALL BACK TIME**

23.1 An employee called back to work outside of the employee's regularly posted schedule will be paid for a minimum of two hours at one and one-half times the employee's regular base pay rate. An extension of or early report to a regularly scheduled shift does not qualify the employee for the two hour minimum.

23.2 An employee who is required to appear in court during the employee's scheduled off-duty time will receive a minimum of two hours pay at one and one-half times the employee's base pay rate. An extension of or early report to a regularly scheduled shift does not qualify the employee for the two hour minimum.

**ARTICLE 24: TRANSFERS**

In the event that a current permanent employee of Mahnomen County becomes an employee under this Agreement, the Union and the Employer agree that the employee may transfer and retain previously accumulated but unused sick leave and vacation balances. In addition, the employee will earn vacation on the basis of his/her original date of hire as a permanent employee of Mahnomen County.

**ARTICLE 25: WAGES**

Employees will be paid in accordance with the wage schedule marked "Appendix A" attached hereto and made part of this Agreement.

**ARTICE 26: LICENSE FEES**

The Employer will pay the initial fee necessary for employees to acquire required licenses and will pay all fees necessary to renew their licenses thereafter.

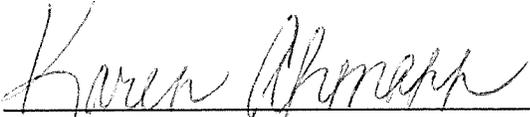
**ARTICLE 27: DURATION**

This Agreement will be effective as of January 1, 2018, and will remain in full force and effect through the 31<sup>st</sup> day of December, 2020.

In witness whereof, the parties hereto have executed this Agreement on the 12<sup>th</sup> day of June, 2018

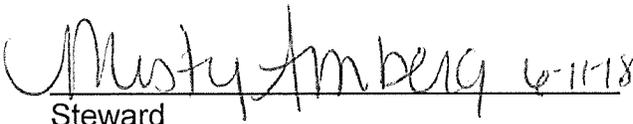
FOR THE COUNTY OF MAHNOMEN

FOR AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES – LOCAL 3064

  
\_\_\_\_\_  
Chair, Mahnomen County

 6/12/18  
\_\_\_\_\_  
Staff Representative

  
\_\_\_\_\_  
Vice Chair

 6-11-18  
\_\_\_\_\_  
Steward

MAHONOMEN COUNTY JAILER/DISPATCHER  
Afsome Jailer/Dispatcher Union Wage Scale

Appendix A

January 1, 2018 to December 31, 2020

POSITION	Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Jail Administrator	2018	\$18.72	\$19.27	\$19.82	\$20.37	\$20.92	\$21.47	\$22.02	\$22.57	\$23.12	\$23.67	\$24.22
	1%	\$18.91	\$19.46	\$20.02	\$20.57	\$21.13	\$21.68	\$22.24	\$22.80	\$23.35	\$23.91	\$24.46
	2%	\$19.29	\$19.85	\$20.42	\$20.98	\$21.55	\$22.11	\$22.68	\$23.26	\$23.82	\$24.39	\$24.95
TAC Officer	2018	\$18.72	\$19.27	\$19.82	\$20.37	\$20.92	\$21.47	\$22.02	\$22.57	\$23.12	\$23.67	\$24.22
	1%	\$18.91	\$19.46	\$20.02	\$20.57	\$21.13	\$21.68	\$22.24	\$22.80	\$23.35	\$23.91	\$24.46
	2%	\$19.29	\$19.85	\$20.42	\$20.98	\$21.55	\$22.11	\$22.68	\$23.26	\$23.82	\$24.39	\$24.95
Jailer/Dispatcher	2018	\$17.98	\$18.51	\$19.03	\$19.56	\$20.09	\$20.61	\$21.14	\$21.67	\$22.19	\$22.72	\$23.25
	1%	\$18.16	\$18.70	\$19.22	\$19.76	\$20.29	\$20.82	\$21.35	\$21.89	\$22.41	\$22.95	\$23.48
	2%	\$18.52	\$19.07	\$19.60	\$20.16	\$20.70	\$21.24	\$21.78	\$22.33	\$22.86	\$23.41	\$23.95

**Shift Differential**

Employees assigned by the Employer to shifts that include any of the hours between 1900 and 0700 will receive a shift differential for only those assigned hours worked between 1900 and 0700. This differential does not apply to call-backs or to extensions of or early reports to shifts.

2018 - \$0.45 per hour for shift differential

2019 - \$0.45 per hour for shift differential

2020 - \$0.45 per hour for shift differential