

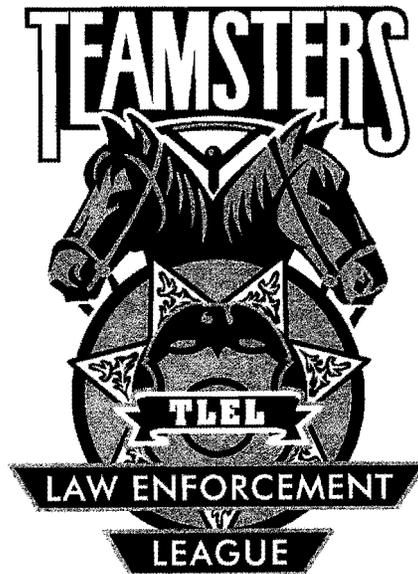
# LABOR AGREEMENT

BETWEEN

**THE COUNTY OF PINE**

**AND**

**MINNESOTA TEAMSTERS PUBLIC & LAW ENFORCEMENT EMPLOYEES'  
UNION, LOCAL NO. 320  
(Essential Licensed Employee Unit)  
(Deputies)**



January 1, 2016 through December 31, 2018

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## **ARTICLE 1. PURPOSE OF AGREEMENT**

- 1.1 This Agreement is entered into between the County of Pine, hereinafter called the Employer, and the Minnesota Teamsters Public & Law Enforcement Employees' Union, Local No. 320, 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 the exclusive representative for the employees in the following units:

*All essential 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) There shall be no more than one (1) steward and one (1) alternate designated at any one time.
  - (2) Stewards and other employee Union officers shall not leave their workstations without the

prior permission of their immediate supervisor(s) and they shall notify their designated supervisor(s) upon their return to their workstations. Permission to leave a workstation for Union business will be limited to the investigation and presentation of grievances and negotiations.

- (3) Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of 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 notice(s) and announcement(s) 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 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 days (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 Sheriff. The Sheriff 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 ten (10) working days to the Human Resources Director's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Human Resources Director. The Human Resources Director 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 ten (10) working days following the Employer's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) 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. The County Administrator shall give the Union the Employer's answer in writing within ten (10) working days after meeting concerning such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) working days following the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) 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, 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 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 expense 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.
- 5.6 Choice of remedy: An employee pursuing a statutory remedy under the jurisdiction of the EEOC is not precluded from also pursuing all appeal under this grievance procedure.

## **ARTICLE 6. DEFINITIONS**

- 6.1 Employees: A member of the exclusively recognized bargaining unit.
- 6.2 Union: Minnesota Teamsters Public & Law Enforcement Employees' Union No. 320.
- 6.3 Employer: The County of Pine, Pine City, Minnesota.
- 6.4 Probationary Period: The first twelve (12) months of continuous service in a classification for which an employee is originally hired. Any Employee promoted to a classification subject to licensure pursuant to Minn. Stat. Sect. 626.84 et. seq. that has not served a twelve (12) month probationary period in such classification shall be required to do so prior to certification in that classification.
- 6.5 Trial Period: A promoted or reassigned employee shall serve a ninety (90) day period during which the employee shall demonstrate his/her ability to perform the job.
- 6.6 Regular Employee: An employee hired to work a normal full time shift and who has completed the probationary period.
- 6.7 Part-time Employee: An employee hired to work on a less than full-time or a regular basis. Such employees shall earn sick leave, vacation and holiday benefits on a prorated basis based upon the FTE of 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. Part-time employees shall receive the same compensation based on a determination of the hours of employment on a full-time employee's calendar year and provided the part time employees work sufficient hours or days to be considered

a public employee, as defined in this contract.

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

- 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.
- 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 may bump back into a lower classification on the basis of bargaining unit seniority, provided he or she is qualified to perform all the duties of that classification to avoid a layoff, his/her new salary shall be the lesser of his/her 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 from layoff according to their bargaining unit seniority. No new employees shall be hired in a classification where employees are on layoff, demotion, or reduction status until all employees on such 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 ten (10) days of the posting, any employee wishing to be considered for such vacancy, new position or assignment shall make a written request, completing a County application, to the Sheriff and/or the Human Resources Department, as requested on the individual posting.
- 7.7(a) Should the need for the assignment constitute an emergency, the Sheriff may exercise the right to select the internal candidate of their choice. An emergency is defined as: sudden, urgent, usually unforeseen occurrence or occasion requiring immediate action. (Random House College Dictionary, 1982, p. 432.)
- 7.8 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment. Except as noted in the preceding sentence, shift assignments shall be bid on the basis of seniority for winter and summer schedules: Winter shift bidding shall

occur September 1- September 8, with new shift assignments to be effective November 1. Summer shift bidding shall occur March 1 - March 8, with new shift assignment to be effective May 1. All bids will be posted between the above dates and will be conducted expeditiously. All bids need to be recognized and initialed by either the Chief Deputy and/or Sheriff prior to the next bidding.

7.8(a) An employee who has been part of this unit, who is removed from the unit because of promotion or a change in job duties, but who remains an employee of the Pine County Sheriff's Department, shall retain seniority in the unit for bumping purposes in the case of a layoff.

7.9 Candidates hired with at least one (1) year of previous law enforcement experience may receive credit for experience, year for year, up to a maximum wage offer not to exceed Step 3. Credit will be given for years of experience completed. For example, if the candidate has two and one-half (2.5) years of previous law enforcement experience, they shall receive credit for two (2) years and be hired at Step 2.

## ARTICLE 8. VACATIONS

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 a vacation with pay as follows, based on an eight (8) hour workday:

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	1.5 days per month; 18 days per year
Commencing 15 - 19 years of service	1.75 per month; 21 days per year
Commencing 20 years and thereafter	2.25 days per month; 27 days per year

Current vacation accruals shall be adjusted according to the above, retroactive to January 1, 2008. Vacation accruals will be adjusted for part-time employees on a pro rata basis.

8.2 Employees will have the opportunity to sign up for vacation/PTO on May 15 and November 15 each year by signifying first and second choice preferences, with the most senior employee given the first consideration. Any requests for vacations made at other times of the year shall be granted on a first come, first served basis without regard to seniority. All requests for vacation/PTO days must be made at least three (3) weeks in advance or less at the discretion of administration. An employee shall not lose vacation if requested in accordance with this Agreement and the request is denied by the Employer. Vacation/PTO request will not be unreasonably denied and will be responded to in a reasonable time.

8.3 Unused vacation leave may be accumulated to a total of 240 hours.

8.4 Employees shall receive all accumulated unused vacation earned when terminating their employment.

8.5 Employees may donate vacation time to a sick leave bank for employees pursuant to the Pine County Vacation Donation Program Policy.

- 8.6 Employees may request to cash in their unused vacation twice each year and up to a maximum of eighty (80) hours per year. In order to qualify for such cash out, employees must have a minimum of 100 hours in their vacation bank at the time of the request.
- 8.7 **PTO Program:** Current employees will have a one-time opportunity to go to the County PTO program. Employees will be given thirty (30) days from contract settlement to decide. Employees electing to remain on the current sick/vacation plan will maintain their current program. Employees hired after January 1, 2016 will be placed on the PTO program.

For employees who elect the PTO program:

- A) Current sick and catastrophic bank would be combined into a single bank. No pay out when separated from employment. Time can be used for any legitimate "sick time" purpose.
- B) Vacation bank will roll to the PTO account and employees will accrue and use it under the terms of the County policy.
- C) Employees electing PTO will have two (2) additional personal days, for a total of five (5) days per year.

New employees will be automatically enrolled in the PTO program upon hire.

**PAID TIME OFF (P.T.O.)**

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 FT. PTO shall accrue beginning with the first month of employment.

**Paid Time Off Accrual**

Date of hire through Year 4 -16.00 hours per month  
Start of Year 5 through Year 9 -18.00 hours per month  
Start of Year 10 through Year 14- 20.00 hours per month  
Start of 15 through Year 19- 22.00 hours per month  
Start of Year 20 and beyond -24.00 hours per month  
(Maximum PTO accrual amount shall not exceed 640 hours)

**Anniversary Date**

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

**Availability of Paid Time Off**

PTO is earned and credited each pay period. PTO is available for use as it is earned.

**Maximum Accrual**

Employees shall not accrue more than six hundred forty (640) hours into his/her PTO account. Hours earned in excess of six hundred forty (640) hours shall automatically be forfeited.

**Existing Sick Leave Balances**

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 or parent).

Sick leave may be used to attend medical or dental appointments or to transport a family member to such an appointment. 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.

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.

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 they will not be able to come to work.

### **Personal Days**

All full-time unit employees will receive five (5) Personal Days on January 1 of each year. Personal Days must be used by December 1 or unused days will be deposited into a Health Care Savings Account administered by the Minnesota State Retirement System to be used following separation of County service. Part-time employees will not be entitled to Personal Days. The scheduling of these personal days shall require three (3) weeks advance written notice or discretion of administration.

### **Requesting/Scheduling Paid Time Off**

Employees will have the opportunity to sign up for PTO/vacation on May 15 and November 15 each year by signifying first and second choice preferences. All PTO requests will not be unreasonably denied and will be responded to in a timely manner.

### **Payment for Unused PTO.**

The County will pay up to six hundred forty (640) hours of unused PTO to all unit employees at the employee's then current level of compensation upon death of an employee to the employee's estate or designated beneficiary. Up to six hundred forty (640) hours of PTO at time of resignation or retirement shall be paid 50% as cash and 50% deposited into a Health Care Savings Account administered by the Minnesota State Retirement System as a severance to be used following separation of County service.

### **PTO Cashout.**

Employees with a minimum accrued PTO of three hundred twenty (320) hours may cash out eighty (80) hours of PTO in conjunction with using eighty (80) hours of PTO within the current year. PTO must be used in forty (40) hour consecutive increments or eighty (80) consecutive hours for a total of eighty (80) PTO hours to qualify for the cash-out. Holiday pay cannot be used towards the PTO total.

Cash-out forms can be obtained from payroll. The form must be submitted no later than seven (7) working days prior to the end of the eighty (80) hour PTO usage. The PTO cash out will be paid the first pay date following the end of the eighty (80) hours of PTO usage.

**ARTICLE 9. INSURANCE - GROUP INSURANCE BENEFITS COVERAGE OF REGULAR EMPLOYEES**

- 9.1 The Union has elected to use the Public Employees Insurance Program (PEIP) as described in Minnesota Statute §43A.316. The County's obligation for group health insurance shall consist of the County's contribution to PEIP.
- 9.2 The Union may move to the Teamsters Health and Welfare Fund for health insurance with 90 days written notice to the County provided the move meets the requirements of the provider contract.
- 9.3 The county contribution, per month is:  
2016 Single Coverage \$678.33                      Family Coverage \$1,328.15  
2017 and 2018 The County shall contribute an amount for single and family coverage that is the same as agreed to with other bargaining units.
- 9.4 **POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN:** The Employer will administer a Post-Employment Health Care Savings Plan at no cost to the Employer, other than administration of the plan. The Employee must make contributions according to terms of the approved plan.

**ARTICLE 10 HOLIDAYS**

- 10.1 Full-time employees shall be paid up to schedule at straight time hourly rate for the following ten (10) holidays, or days celebrated as such and when not worked. For purposes of this section, probationary employees will not be deemed to be "regular employees".

1st of January	(New Year's Day)
3rd Monday in February	(President's 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)

There shall be one (1) floating holiday. This holiday shall be in lieu of Martin Luther King Day. A floating holiday cannot be carried forward from one (1) calendar year to the next and shall be scheduled in the same manner as vacation.

- 10.2 When working the above holidays, the employees shall be paid the one and one-half (1.5) times the rate plus the holiday pay.
- 10.3 Holidays for the purpose of this Agreement shall be the day on which the holiday occurs as listed in Section 1 of this Article.
- 10.4 **PERSONAL DAYS**  
For employees on the vacation/sick program three (3) personal days shall be granted each

calendar year with non-accruing status to be used at any time during the course of the year, upon receiving them. If personal days are not used by the last pay period in November, any remaining personal days will be contributed to the employee's Post-Employment Health Care Savings Account.

The scheduling of these personal days shall require three (3) weeks advance written notice or discretion of administration.

## **ARTICLE 11. INJURED ON DUTY**

An employee injured on duty shall receive the employee's net salary, less any Worker's Compensation and disability insurance benefits for not more than one hundred twenty (120) working days. An employee may use accrued sick and/or vacation time to supplement Worker's Compensation and disability reimbursement.

## **ARTICLE 12. SICK LEAVE**

12.1 Sick leave shall be provided to all full-time employees at the rate of one (1) day eight (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 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.

12.2 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 or parent).

Sick leave may be used to attend medical or dental appointments or to transport a family member to such an appointment.

12.3 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.

12.4 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.

12.5 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 they will not be able to come to work.

12.6 Upon retirement or death of an eligible employee, 35% of any unused sick leave hours (subject to a maximum payout of 800 hours) will be paid into a Health Care Savings Plan at the employee's current rate of pay. To be considered as an eligible employee under this section, the employee must have a minimum balance of 400 hours of unused sick leave at the time of retirement or death, and must have completed 20 years of continuous employment with Pine County.

## 12.7 Donation of Leave:

A bargaining unit employee may donate a maximum of three (3) days (24 hours), of vacation and sick leave to another employee within their units (Deputies, Jailers, Dispatchers) who have suffered a catastrophic health situation and has previously used all his/her vacation and sick time.

A catastrophic health situation would apply to the employees only (not family members). The employee must initially 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 time to members within the bargaining unit is voluntary. Employees are in no way obligated to donate.

Donated leave shall be credited 50% from sick leave and 50% from vacation leave, up to (3) three days (24 hours), per bona fide occurrence.

For example, an employee donating the full three (3) day maximum would pledge one and one-half (1.5) days of sick leave and one and one-half (1.5) days of vacation leave to a qualified employee.

## **ARTICLE 13. LEAVES OF ABSENCE**

13.1 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 (6) months 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.

13.2 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 men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

13.3 In the event of a death of a family member; (as defined by the Pine County Policies and Procedures) funeral leave is available following the Pine County Personnel Policy.

## **ARTICLE 14. OVERTIME, CALL OUT**

14.1 Overtime and Compensatory time is granted at the discretion of the Employer. 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.

14.2 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.

- 14.3 Court Time: An employee who is required to appear in court during his/her 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.
- 14.4 Call Back Time: An employee who is called to duty during his/her 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.
- 14.5 Employees shall have the choice of receiving compensatory time in lieu of overtime pay.

Employees may cash out compensatory time up to 30 hours per request, not to exceed three (3) requests per year.

Effective January 15 of each year all hours earned in excess of sixty (60) hours shall be paid into the employee's post-employment health care savings plan.

The scheduling of compensatory time off shall require three (3) weeks advance notice.

## **ARTICLE 15. UNIFORMS**

- 15.1 Upon hire, the Employer shall provide uniforms for each sworn officer. Such uniforms shall consist of two (2) summer uniforms, with jacket and two (2) winter uniforms, with jacket. The Employer will provide a flashlight.
- 15.2 Effective the 1st of January following one's hire date, the new employee may begin to utilize the clothing allowance as listed below.
- 15.3 Employees shall receive annual uniform allowance up to \$800 effective January 1, 2016, up to \$850 effective January 1, 2017 and January 1, 2018 for the maintenance of uniforms. This allowance will include, but is not limited to the purchase of the following items:
- Uniforms
  - Footwear
  - Seasonal Jackets
  - Flashlights
  - Other law enforcement related items
- 15.4 Employees shall be responsible for the initial purchase of their own weapons and leathers. (The Employer shall replace and maintain the weapons and leathers it determines were damaged in the line of duty.)
- 15.5 Items covered under the uniform allowance will require pre-approval by the Sheriff or Chief Deputy. 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**

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. In the event that an employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

**ARTICLE 17. COMPENSATION**

Effective January 1, 2016 all employees covered by this Agreement shall be compensated in accordance with the following wage schedule:

2016	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 10
C42	\$21.84	\$23.02	\$24.13	\$15.29	\$27.17	\$27.55	\$27.93	\$28.68
C43	\$22.39	\$23.94	\$25.15	\$26.32	\$28.31	\$28.74	\$29.23	\$29.99

Effective January 1, 2017 all employees covered by this Agreement shall be compensated in accordance with the following wage schedule:

2017	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 10
C42	\$22.60	\$23.83	\$24.97	\$26.18	\$28.12	\$28.51	\$28.91	\$29.68
C43	\$23.17	\$24.78	\$26.03	\$27.24	\$29.30	\$29.75	\$30.25	\$31.04

Effective January 1, 2018 all employees covered by this agreement shall be compensated in accordance with the following wage schedule:

2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 10
C42	\$23.39	\$24.66	\$25.84	\$27.10	\$29.10	\$29.51	\$29.92	\$30.72
C43	\$23.98	\$25.65	\$26.94	\$28.19	\$30.33	\$30.79	\$31.31	\$32.13

A shift differential of ninety-five cents (\$.95) per hour shall be paid for the years 2016, 2017 and 2018 to all employees for all hours worked between the hours of 5:00 p.m. and 5:00 a.m.

**ARTICLE 18. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 18.1 This Agreement shall represent the complete Agreement between the Union and the Employer.
- 18.2 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 19. 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 20. GENERAL PROVISIONS**

- 20.1 Pay Periods: Full-time employees shall be paid 2,080 hours a year divided bi-weekly. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose each payday.
- 20.2 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 requirement, 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 to be paid by the employee.
- 20.3 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.
- 20.4 Safety Equipment: No employee shall be required to drive a vehicle that does not comply with all state safety regulations. All vehicles shall be equipped with adequate heaters, defrosters, and matting.
- 20.5 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.
- 20.6 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 any one (1) given day. This Section is drafted to compensate all employees who may have to attend these classes on his/her day off.
- 20.7 P.O.S.T. License Fee: The County shall pay the P.O.S.T. License Fee for employees.
- 20.8 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 the, then in effect, policy of Pine County. 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.

20.9 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.

20.10 Employer will offer short term disability insurance. An employee who chooses to purchase such insurance is responsible for the entire premium.

## **ARTICLE 21. WORK YEAR**

21.1 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.

21.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts.

21.3 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 22. DISCIPLINE**

22.1 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; or
5. Discharge.

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

22.3 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.

22.4 Employee may examine their individual personnel files at reasonable times under the direct supervision of the Employer.

- 22.5 Discharges will be preceded by a five (5) day suspension without pay.
- 22.6 The Employer may question employees concerning investigation for potential disciplinary action. When the investigation has focused on all individual (\*or individuals), the employee may request that a Union representative be present for that questioning.
- 22.7 Grievances relating to suspensions with or without pay, demotion, or discharge shall be initiated by the Union in Step 2 of the grievance procedure under Article 5.

#### ARTICLE 23. CONSTITUTIONAL PROTECTION

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

#### ARTICLE 24. DURATION

- 24.1 This Agreement shall be effective from January 1, 2016 through December 31, 2018.
- 24.2 This Agreement may be opened by either party by giving to the other party sixty (60) days notice prior to December 31, 2018. Such notice may be given either personally or by mail.

#### PINE COUNTY



Stephen M. Hallan, Board Chair

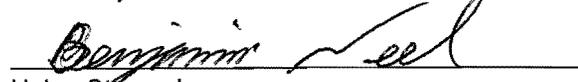


David J. Minke, County Administrator

#### MINNESOTA TEAMSTERS PUBLIC & LAW ENFORCEMENT EMPLOYEE'S UNION, LOCAL 320



Erik Skoog, Business Agent



Union Steward