

**LABOR AGREEMENT**

between

THE COUNTY OF PINE

and

AFSCME MN Council 65, Local #1904, AFL-CIO  
Non-Licensed Employees of Sheriff's Department

January 1, 2014 through December 31, 2016

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

**ARTICLE 1. PURPOSE OF AGREEMENT**

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

**ARTICLE 2 . RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for the employees in the following units:

*All essential non-licensed employees employed by the Pine County Sheriff's Department, Pine City Minnesota, who are public employees within the meaning of Minnesota Statute Section 179A.03,*

*Subd. 14, excluding supervisory, confidential and all other employees.*

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3. UNION SECURITY**

- 3.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees

shall be remitted together with an itemized statement to the representative by the first of the succeeding month, after such deductions are made.

3.2 Any fair share fee collected by the Employer shall be processed in accordance with Minn. Stat. §179A.06, Subd. 3.

3.3 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such notice and changes in the position of steward and/or alternate.

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

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

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

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

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

3.7 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### **ARTICLE 4. EMPLOYER AUTHORITY**

- 4.1 The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organization structure; to select, direct, and determine the number of personnel; to transfer personnel for just cause, to contract with vendors and others for goods and/or services; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment labor Relations Act of 1971, as amended.
- 4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.
- 4.3 The Employer retains the right to subcontract the work performed by members of the bargaining unit. The Employer agrees to provide at least twenty (20) days written notice to the Union and to meet and confer regarding the impacts of such subcontracting before it shall be implemented.

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

- 5.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 5.2 Processing a Grievance: It is recognized and accepted by the Union and the Employer that the processing of a grievance hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representatives shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the Employer or his/her designee who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.
- 5.3 Procedure. Grievances shall be resolved in conformance with the following procedure:

**Step 1.** An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days, after such alleged violation has occurred, present such grievance in writing to the Jail Administrator. The Jail Administrator will discuss and give, in writing, an answer to such Step 1 grievance within ten (10) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) working days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within five (5) working days shall be considered waived.

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

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

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

**Step 5.** A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the Rules of the Bureau

of Mediation Services, except the list of arbitrators for selection shall be obtained from the Bureau of Mediation Services

- 5.4 Arbitrator's Authority: The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.
- 5.5 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within specified time limits, the Union may elect to treat the grievance as denied and move the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

## **ARTICLE 6. DEFINITIONS**

- 6.1 Employees: A member of the exclusively recognized bargaining unit.
- 6.2 Union: AFSCME MN COUNCIL 65, Local 1904, AFL-CIO.
- 6.3 Employer: The County of Pine, Pine City, Minnesota.
- 6.4 Working Days: Monday through Friday; excluding designated holidays and weekends.

- 6.5 Probationary Period: The first twelve (12) months of continuous service in a classification for which an employee is originally hired.
- 6.6 Trial Period- Promoted or reassigned employees shall serve a one hundred eighty (180) day probationary period during which the employees shall demonstrate their ability to perform the job. During the first sixty (60) days of the one-hundred-eighty (180) day trial period, the promoted or reassigned employee may exercise the right to return to their previously held position. At any time during the one-hundred-eighty (180) day trial period a promoted or reassigned employee may be returned to the employee's previous position at the sole discretion of the Employer.
- 6.7 Full Month of Service: Any calendar month during which an employee is compensated for twenty (20) working days.
- 6.8 Regular Employee: An employee hired to work a normal full-time shift and who has completed the probationary period.
- 6.9 Part-time Employee: A part time employee hired to work less than full- time or on a regular basis. Such employees shall earn sick leave, vacation, personnel days and holiday benefits on a pro rata basis based upon the FTE most often worked by the employee, insurance benefits will be provided if the employee's level of employment complies with the terms of the employer's insurance plan; such employees shall not earn seniority for layoff, promotion, or benefit purposes.

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

- 7.1 County seniority shall be the length of continuous employment based on hours employed with the Employer.
- 7.2 Classification seniority shall be the continuous length of full-time service in a particular classification within the bargaining unit. Employees shall not attain classification seniority until the completion of the probationary period in the classification, at which time classification seniority shall relate back to the date of the promotion.
- 7.3 Bargaining unit seniority shall be the continuous length of service based on hours employed in the bargaining unit.
- 7.4 A reduction of the work force shall be accomplished on the basis of inverse classification seniority, provided all initial probationary period and temporary employees in the classification are laid off first. An employee

about to be laid off may bump back into a lower classification if the employee has greater bargaining unit seniority, provided the employer determines that the employee is qualified to perform all the duties of that classification, his/her new salary shall be the lesser of the employee's present salary or the maximum of the new classification.

- 7.5 An employee being laid off from the bargaining unit retains seniority in the bargaining unit for a period of two (2) years. Employees shall be recalled by classification in inverse order of lay-off. No new employees shall be hired in a classification where employees are on layoff, demotion, or reduction status until all employees on sum status in the classification desiring to return to the classification have been recalled or upgraded. Notice of recall shall be sent to an employee at their last known address by certified or registered mail. If an employee fails to return to work, the employee shall be considered as having resigned.
- 7.6 The Employer is committed to hiring the most qualified candidate for county service. If all other job relevant qualifications are equal, the most senior bargaining unit employee shall receive the promotion. Job vacancies shall be posted in the unit.
- 7.7 When vacancies occur within the bargaining unit or when new positions or assignments are created within the bargaining unit, notices of such vacancies, new positions or assignments shall be posted within the department. Within seven (7) days of the posting, any employee wishing to be considered for such vacancy, new position or assignment shall apply, in writing, to the Sheriff.

**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 vacation with pay as follows:

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

8.2 Employees will have the opportunity to sign up for vacation on May 31 and November 30 each year by signifying first and second choice preferences, with the most senior employee given the first consideration. The County will notify employees of approval or denial of their vacation requests within three weeks of submission of the request. 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. An employee shall not lose vacation if requested in accordance with this Agreement and the request is denied by the Employer.

8.3 Unused vacation leave may be accumulated to a total of two-hundred-forty (240) hours.

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

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

8.6 Full-time corrections officers shall bid for shifts every six months. A minimum of two correction officers of each gender shall be scheduled for each shift and consistent with this requirement, shift bidding shall occur by seniority.

Part-time corrections officers shall not bid in this process. The shift bidding process shall be completed 2 weeks before the vacation bidding deadline.

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

## **ARTICLE 9. INSURANCE**

9.1 Any Employee who qualifies for benefits of the Pine County Health Plan shall be entitled for insurance coverage as specified in the Plans with the following Employer/Employee contribution levels effective January 1, 2014.

The County's 2014 and 2015 contribution rates will be effective retroactive to the January 1, 2014 payroll, and the Employer shall reimburse the difference from 2014 and 2015 contributions back to January 1, 2014.

**Comprehensive Major Medical- CMM (both plans):**

The monthly Employer contribution to single coverage for the Comprehensive Major Medical Plan (CMM) shall be \$493 for 2014 and for 2015 \$570.50 or the dollar amount equal to the single premium for the 1500/ 4000 CMM plan, whichever is greater. For 2016, Employer will pay an amount equal to lowest cost premium plan for single coverage.

The monthly Employer contribution to family coverage of the Comprehensive Major Medical Plan (CMM) shall be \$1,074 for 2014 and for 2015 \$1,143.55. For 2016, Employer will pay an amount equal to 65% of the premium increase for 2016 and Employee will pay 35% premium increase for family coverage for the 1500/ 4000 CMM plan.

**Blue Cross Blue Shield -VEBA:**

The total monthly Employer contributions to the premium plus the VEBA savings account for single coverage of the VEBA Plan shall equal \$493 per month for 2014, 2015 shall equal \$570.50 per month and 2016 shall be the dollar amount equal to the single premium for the 1500/ 4000 CMM plan, whichever is greater. Contributions shall be made at the beginning of the year for the savings portion.

The total monthly Employer contributions to the premium plus the VEBA savings account for family coverage of the VEBA Plan shall equal \$1,074 per month for 2014, for 2015 shall equal \$1,143.55 per month and for 2016 shall equal 65% of the premium increase in family coverage for the 1500/ 4000 CMM plan. Contributions shall be made at the beginning of the year for the savings portion.

9.2 The Health Insurance Committee will consider recommendation to the County Board that would create a policy to allow waiver of Employer-sponsored health insurance upon proof of other coverage.

9.3 Health Care Savings Plan: The Employer will administer a Health Care Savings Plan at no cost to the Employer, other than administration of the plan. The Employer must make contributions according to terms of the approved plan.

## ARTICLE 10. HOLIDAYS

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

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

Holidays for the purpose of this Agreement shall be the entire calendar day on which the holiday occurs.

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

## ARTICLE 11. SICK LEAVE

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

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

- 11.2 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, and parent).

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

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

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

## ARTICLE 12. LEAVES OF ABSENCE

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

## ARTICLE 13. OVERTIME, CALL OUT

- 13.1 Each employee will be paid at one and one-half (1.5) times the regular hourly rate for each hour in excess of a normal scheduled shift.
- 13.2 Computation: Overtime will be distributed as equally as practicable; overtime refused by employees will be considered as if it has been worked for record purposes in computing equality of distribution. Changes of shifts do not qualify an employee for overtime. Overtime will be calculated to the

nearest fifteen (15) minutes. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

- 13.3 Court Time: An employee who is required to appear in court during their scheduled off-duty time shall be credited with a minimum of four (4) hours extra work. An extension or early report to a regularly scheduled shift for court appearances does not qualify the employee for the four (4) hour minimum.
- 13.4 Call Back Time: An employee who is called to duty during their scheduled off-duty time shall be credited with a minimum of four (4) hours extra work. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the four (4) hour minimum.
- 13.5 Employees shall have the choice of receiving compensatory time in lieu of overtime pay by noting the selection on the employee's time card. Employees shall be entitled to cash out up to 80 hours of comp time on July 1<sup>st</sup> of each year. On December 1 of each year, employees may cash out any compensatory time. Any hours in excess of 80 as of December 31 will be paid into the employees post employment health care savings plan.

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

##### 14.1 Wages:

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

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

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

- 14.2 Hiring above Step:  
Newly hired employees with previous law enforcement, jailing, or dispatching experience may be hired up to Step 4.
- 14.3 Shift Differential:  
A shift differential of \$0.95 shall be paid to all employees whose shift commences for any hours worked between the hours of 5:00 p.m. and 5:00 a.m.
- 14.4 Training Pay Differential:  
Employees providing formal training approved by their supervisor to a employee shall receive an additional one dollar each (\$1.00) each hour for which they are providing training.
- 14.5 Officer in Charge Differential:  
Effective January 1, 2010, Employees appointed to serve as the Officer In Charge (OIC) Shall receive an additional one dollar (\$1.00) each hour for which they are designated OIC.

#### **ARTICLE 15. UNIFORMS**

The Employer shall furnish uniforms to employees, working as corrections/dispatchers, which will make it clear they are part of the Pine County Law Enforcement Unit. Employees shall receive an annual uniform allowance up to \$600.00. This allowance will include, but is not limited to the purchase of the following items: Uniforms, Footwear, and Seasonal Jackets

Items covered under the uniform allowance will require pre-approval by the Sheriff or designee.

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

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

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

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

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

**ARTICLE 18. SAVINGS CLAUSE**

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

**ARTICLE 19. GENERAL PROVISIONS**

- 19.1 Pay Periods: Employees shall be paid bi-weekly as scheduled when this Agreement was negotiated. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose each payday.
  
- 19.2 Bonds and Premiums: Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by Pine County. The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within thirty (30) days, they must so notify the employee in writing. The employee shall be allowed thirty (30) days from the date of such written notice to make their own bonding requirements, standard premiums only on said bond to be paid by Pine County. A standard premium shall be that premium paid

by Pine County for bonds applicable to all other of its employees in similar classification. Any excess premium is to be paid by the employee.

- 19.3 Identification: Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by Pine County.
- 19.4 Loss or Damage: Employees shall not be charged for loss or damage to equipment unless proof of negligence is shown. This Article is not to be construed as applying to charging employees for normal usage or wear and tear on equipment.
- 19.5 School: When an employee is required by the Employer to attend classes in Law Enforcement, said employee shall be compensated at the regular rate of pay, but not to exceed eight (8) hours for anyone (1) given day. This Section is drafted to compensate an employee who may have to attend these classes on their day off.
- 19.6 Mileage and Expenses: An employee shall not be required to furnish cars. When an employee, as directed to do so by the Employer, does use their own car while on duty, they shall be reimbursed in accordance with Pine County Policies. All employees, when away from their homes overnight because of their duty, or outside the County, shall receive meal and/or lodging expenses during their absence in accordance with the then in effect policy of Pine County.
- 19.7 Probationary Periods. The Employer, at its sole discretion, may discharge a probationary employee at any time during the probationary period. Such action shall not cause a breach of this agreement or be eligible for grievance as provided in Article V of this agreement.

**ARTICLE 20. WORK YEAR**

- 20.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each employee through:
  - 1. hours worked on assigned shifts;
  - 2. holidays;
  - 3. assigned training;
  - 4. authorized leave time.

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

## **ARTICLE 21. DISCIPLINE**

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

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

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

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

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

21.5 Discharges will be preceded by a five (5) day suspension without pay.

21.6 The Employer may question employees concerning investigation for potential disciplinary action. When the investigation has focused on an individual (or individuals), the employee may request that a Union representative be present for that questioning.

21.7 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article V.

## **ARTICLE 22. CONSTITUTIONAL PROTECTION**

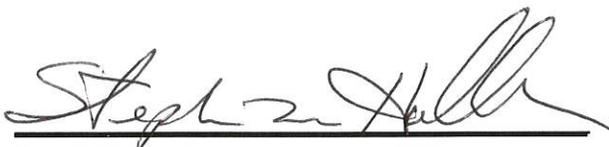
Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

**ARTICLE 23. DURATION**

- 23.1 This Agreement shall be effective from January 1, 2014 through December 31, 2016.
- 23.2 This Agreement may be opened by either party by giving to the other party sixty (60) days notice prior to December 31, 2016. Such notice may be given either personally or by mail.

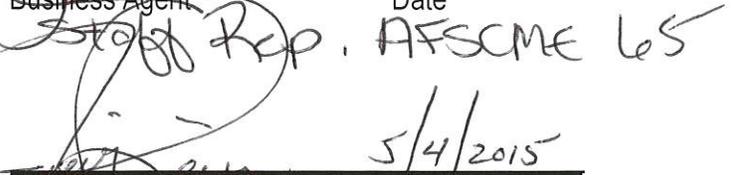
**PINE COUNTY**

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

  
\_\_\_\_\_  
Board Chairman                      Date

 5/20/15  
\_\_\_\_\_  
Business Agent                      Date

 5-5-15  
\_\_\_\_\_  
County Administrator                      Date

 5/4/2015  
\_\_\_\_\_  
Steward                      Date

Correctional Officers/Dispatchers  
2014-2016  
Salary Schedule

2014  
Salary Schedule

	Step 3	Step 4	Step 5	Step 6	Step 7	Yr 10
B21	13.94	14.57	15.30	15.90	17.08	18.34
B22	15.11	15.83	16.68	17.42	18.76	20.04
B23	16.28	17.09	18.07	18.91	20.43	21.72
B24	17.45	18.34	19.45	20.40	22.14	23.40
B31	18.02	19.00	20.15	21.15	22.97	24.17

2015  
Salary Schedule

	Step 3	Step 4	Step 5	Step 6	Step 7	Yr 10
B21	14.29	14.93	15.68	16.30	17.50	18.80
B22	15.49	16.23	17.10	17.86	19.23	20.54
B23	16.69	17.51	18.52	19.38	20.94	22.26
B24	17.89	18.80	19.94	20.91	22.69	23.99
B31	18.47	19.47	20.65	21.68	23.55	24.77

2016  
Salary Schedule

	Step 3	Step 4	Step 5	Step 6	Step 7	Yr 10
B21	14.64	15.30	16.07	16.71	17.94	19.27
B22	15.87	16.63	17.52	18.30	19.71	21.05
B23	17.11	17.95	18.98	19.86	21.47	22.82
B24	18.34	19.27	20.43	21.43	23.26	24.59
B31	18.93	19.96	21.17	22.22	24.14	25.39