

**LABOR AGREEMENT
2019-2020**

between

**POPE COUNTY
BOARD OF COMMISSIONERS**

and

**MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT
EMPLOYEES' UNION,
LOCAL NO. 320**

**Representing
COURTHOUSE EMPLOYEES**

Effective January 1, 2019 through December 31, 2020

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LABOR AGREEMENT
between
POPE COUNTY BOARD OF COMMISSIONERS
and
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL No. 320
(Courthouse Employees)

ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is entered into between the Pope County Board of Commissioners, hereafter called the "Employer" and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320, hereafter called the "Union."

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication of the highest quality service to the citizens of Pope County. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under the Public Employee Labor Relations Act of 1971, as amended, for all personnel in the following bargaining unit:

"All employees employed by Pope County, Glenwood, MN, who are public employees within the meaning of Minnesota Statute Section 179A.03, Subd. 14, excluding employees of the Highway Department, Law Enforcement, supervisory, confidential, and essential 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.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the Employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against Employees because of race, color, creed, religion, national origin, sex, age, marital

status or because of physical handicap with respect to a position, the duties of which can be performed adequately by an individual with such a physical handicap, without danger to the health or safety of the physically handicapped person or to others.

ARTICLE 3: DEFINITIONS

The words defined in this Article shall have the meaning indicated herein for purposes of this Agreement, unless the context clearly indicates otherwise.

- 3.1 BOARD: The Pope County Board of Commissioners.
- 3.2 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.3 EMPLOYER: The Pope County Board of Commissioners representing the County of Pope.
- 3.4 REGULAR FULL TIME EMPLOYEE: Any Employee hired to fill a regular full-time position in the bargaining unit who has completed the initial hire probation period.
- 3.5 REGULAR PART TIME EMPLOYEE: Any Employee who works fourteen (14) hours or more per week or thirty-five percent (35%) of the normal work week. All benefits to be pro-rated, unless otherwise stated.
- 3.6 UNION: Minnesota Teamsters Public and Law Enforcement Union Local No. 320.
- 3.7 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Union Local No. 320.
- 3.8 REHIRE: Re-employment of a prior Employee after termination of employment. This term does not include persons recalled from lay-off or returning from unpaid leave status.
- 3.9 PRORATION: Will be calculated on hours, i.e., two thousand eighty (2,080) or one thousand nine-hundred and fifty (1,950), depending on the number of regularly scheduled hours for that work unit.
- 3.10 IMMEDIATE FAMILY: Employee's spouse, child, step children, foster children, parent, brother or sister, grandparent, grandchild, uncle or aunt, niece or nephew, in-law or domestic partner.
- 3.11 ANNIVERSARY DATE: Also known as the start date, this date shall be the first date of employment with the Employer and shall be used in determining benefits. The new Anniversary Date following an unpaid leave of absence of more than thirty (30) days shall be determined upon completion of one thousand nine-hundred and fifty (1,950) working hours from the last Anniversary Date (for those Employees scheduled to work thirty-seven and one-half (37.5) hours per week); or two thousand and eighty (2,080) working hours from the last Anniversary Date (for those Employees scheduled to work forty (40) hours per week). The classification Anniversary Date following a change in position shall be the effective date of the change in position and shall be used in determining bumping rights and lay-off order. The Anniversary Date for a Regular Part-Time Employee shall be the completion of one thousand nine-hundred and fifty (1,950) working hours from the last Anniversary Date (for those Employees in a department whose Regular Full-Time Employees are scheduled to work thirty-seven and one-half (37.5) hours per week); or two thousand and eighty (2,080) working hours from the last Anniversary Date (for

those Employees in a department whose Regular Full-Time Employees are scheduled to work forty (40) hours per week). The calculation of these hours does not include overtime.

ARTICLE 4: EMPLOYER SECURITY

The Union, its officers and the covered Employees agree that they will not engage in, encourage, sanction, support or suggest any strike and they agree that they will not withhold in whole or in part the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended. In the event of a violation of this Article, the Union shall join with the Employer to warn Employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

ARTICLE 5: EMPLOYER AUTHORITY

- 5.1 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 functions not specifically limited by this Agreement.
- 5.2 Any term or 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.
- 5.3 The Union recognizes that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives and orders issued by the Employer, provided that such rules, regulations, directives and orders are not inconsistent with the provisions of the Agreement or applicable State and Federal Statutes, Rules and Regulations having the force and effect of law.

ARTICLE 6: UNION SECURITY

- 6.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate two (2) Employees from the bargaining unit to act as stewards. The Union shall inform the Employer in writing of the Employees designated and of any changes in such designation.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of official Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees that on the Employer's premises and without loss of pay, the Union steward shall be allowed to post official Union notices; transmit communication authorized by the Union

or its officers under the terms of this Agreement; to consult with the Employer, his/her representative, Union officers or the Union representative concerning the enforcement of any provision of this Agreement, so long as such action does not interfere with regular Employee duties. The Union shall not take Employees from the performance of their assigned responsibilities without prior approval of the Employer's designated representative.

- 6.6 The steward(s) is authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of the Agreement and any supplementary Agreements. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against the steward(s) because of the performance of such duties.

ARTICLE 7: EMPLOYEE RIGHTS- GRIEVANCE PROCEDURE

- 7.1 **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.
- 7.2 **Union Representatives.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.
- 7.3 **Processing of a Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereafter 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 a Union representative 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 designated supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 **Procedure.** Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

STEP 1.

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

STEP 2.

If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative-County Coordinator (or his/her designee). The

Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3.

If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative-County Board through the County Coordinator. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 4.

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 Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority

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

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

ARTICLE 8: SENIORITY, PROBATIONARY PERIODS, TRANSFERS AND PROMOTIONS

- 8.1 The Employer shall establish two (2) seniority lists updated annually as follows:
- A. A total current service list shall identify the number of hours worked, exclusive of overtime, since the initial date of hire or the last date of Rehire, whichever is later.
 - B. A classification seniority list which shall identify the hours worked, exclusive of overtime, by department and by classification. This list shall be the basis for determining bumping rights and layoff order within departments in which Employees in the bargaining unit are employed.

The Employer shall concurrently post the seniority lists and deliver them to the Union stewards. Any Employee or the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) calendar days of such posting. If no error is reported within thirty (30) calendar days, the list will stand correct as posted.

- 8.2 For seniority purposes, any person who takes an Employer approved non-compensated leave of absence or who is on lay-off status and returns to active employment pursuant to the terms of this Agreement shall be entitled to the credit for all seniority that had accrued as of the time the leave or layoff commenced.
- 8.3 Any Employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within a department shall retain seniority in the prior classification. A reduction in work force will be accomplished on the basis of classification seniority within each department.
- 8.4 Except in those instances where senior Employees are not qualified to perform remaining duties, departmental seniority by classification shall determine the order of lay-off and recall from lay-off. Lay-off shall be in inverse order of departmental class seniority, provided that any Employee who is to be laid off and has previously served in a lower or equal pay grade or in another department may request to exercise seniority rights in such lower classification or such prior department. In the event of a layoff or recall, seniority as determined by number of hours worked in the classification shall govern.
- 8.5 The Employer shall notify affected Employees of a pending lay-off and the reasons for the lay-off thirty (30) calendar days prior to said lay-off whenever possible.
- 8.6 Recall from lay-off shall be in the order of seniority within each department and classification, provided that a recalled Employee must return to work within fourteen (14) calendar days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment. Notice of recall shall be by certified mail with a return receipt requested.
- 8.7 An Employee shall remain on the recall roster for one (1) year, unless he/she fails to respond to a recall notification. At the end of said year, all employment and seniority rights shall terminate.
- 8.8 If there is a vacant position covered by this Agreement for which a person on a lay-off is qualified, the person on lay-off shall be offered the vacant position. Any Employee on lay-off status who is offered employment in a substantially equal position is required to accept such employment in order to retain status on the lay-off list.

- 8.9 All newly hired Employees or Rehired Employees shall serve a probationary period based on 1040 regularly scheduled hours for those employees scheduled at forty (40) hours per week or 975 hours for those employees scheduled at thirty-seven and half (37.5) hours per week, which can be extended for just cause for up to an additional 1040 or 975 hours, during which time they may be terminated at the sole discretion of the Employer.
- 8.10 Upon completion of the probationary period, new or Rehired Employees within the meaning of this Agreement shall become regular Employees and shall be credited with seniority, based upon their Anniversary Date.
- 8.11 During the new or Rehire probationary period, Employees shall earn vacation and sick leave benefits but such benefits shall not vest until regular status has been attained. Probationary Employees may use the equivalent of three (3) working days of vacation during the six (6) month probationary period. There shall be no limit on vacation after six (6) months of employment. Sick leave may also be used but the amount of sick leave and vacation used must be repaid if the probationary period is not successfully completed.
- 8.12 An Employee who has been transferred or promoted, shall serve a one (1) month trial period in which the Employee or his/her supervisor may request a return to the Employee's former position. The County Coordinator, or his/her designee, may extend the trial period up to an additional three (3) months. The Union and the Employee will be notified of the extension and shall be given reasons in writing for the extension. Likewise, if the Employee fails to obtain permanent status, reasons will be given in writing. Failure to obtain permanent status within six (6) months upon transfer or promotion shall not be grievable. An Employee shall be assigned to his/her previous job upon failure to attain permanent status or promotion.
- 8.13 Any vacancy or newly created position shall be posted and advertised on a bulletin board designated by the Employer and on any Union bulletin board for at least seven (7) calendar days. Concurrently, advertisements may be placed in appropriate newspapers and/or professional, technical or employment publications, as well as the Employer's website. Reasonable efforts shall be made to notify any eligible Employee(s) from the department who are on compensated leave, an approved unpaid leave at the time of posting or an Employee who is on lay-off status. Reasonable effort is county email, bulletin boards and website.

The notice shall include a description of the responsibilities and duties of the position; qualifications necessary to fill the position; anticipated salary range; normal work hours and the position classification.

The Employer will not be obligated to consider a request for a promotion or lateral transfer from an Employee who has not submitted a request in writing to the Employer on or before the seventh (7th) calendar day the job is posted.

- 8.14 **Promotions and Vacancies.** The Employer is committed to hiring the most qualified candidates for Employer service. The Employer retains the right to accept applications for all bargaining unit positions from both within and outside the bargaining unit. If all other job relevant qualifications are equal the most senior bargaining unit Employee in the department shall receive a promotion. If the senior applicant does not receive the position, the reason shall be given to the Employee in writing.

ARTICLE 9: LEGAL PROTECTION

9.1 The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered Employees under the laws of the United States or of the State of Minnesota.

ARTICLE 10: DISCIPLINE

- 10.1 The Employer will discipline for just cause only. Discipline will be in the form of:
- A. Oral Reprimand – Oral Reprimands are verbal. Written documentation of an oral reprimand shall note date and general topic of the reprimand and be placed in the employee's confidential file in Human Resources. Written documentation of a verbal reprimand shall remain in the confidential file for a period of one year, if not part of a continuing record and shall be removed upon the employee's written request to the Human Resources office.
 - B. Written Reprimand
 - C. Suspension
 - D. Demotion
 - E. Discharge
- 10.2 Suspensions, demotions and discharge will be in written form.
- 10.3 Written reprimands to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Any Employee receiving a written reprimand, notice of suspension, or notice of discharge will receive a copy of the same. The Union will also receive a copy of the same, if so requested by the subject Employee. Written reprimands shall be removed from an Employee's personnel file after four (4) years upon the Employee's written request to the Human Resources office if not a part of a continuing record.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this Article shall be initiated by the Union in Step 3 of the Grievance Procedure under Article 7.
- 10.8 Nothing in this Agreement shall provide a non-regular Employee with a right to binding arbitration with regard to disciplinary action.

ARTICLE 11: WORK SCHEDULES AND OVERTIME

- 11.1 The normal work week for full time Employees shall consist of forty (40) hours. All Employees working in full time positions that are currently thirty-seven and one-half (37½) hours per week shall also be considered full time Employees.