

AGREEMENT

BETWEEN

THE COUNTY OF SHERBURNE

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

Licensed Supervisors Unit

TERM

JANUARY 1, 2016 - DECEMBER 31, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	Preamble	1
II	Recognition	1
III	Management Rights and Division of Responsibility	2
IV	Union Security	3
V	Employer Security	4
VI	Equal Application	4
VII	Grievance Procedure	5
VIII	Discipline	7
IX	Compensation	8
X	Uniforms	8
XI	Insurance	9
XII	Hours of Work - Premium Pay	10
XIII	Holidays	11
XIV	Probation	12
XV	Seniority	12
XVI	Promotions	13
XVII	Paid Time Off (PTO)	13
XVIII	Extended Sick Leave Bank (ESLB)	16
XIX	Leaves of Absence	17
XX	Injury on Duty	18
XXI	Severance	19
XXII	Training	20
XXIII	Seniority	20
XXIV	Scope of Agreement	21
XXV	Saving Clause	21
XXVI	Mutual Consent Contingency	21
XXVII	Duration and Execution	22
	Appendix A and Appendix A-1	

ARTICLE I
PREAMBLE

Section 1. This Agreement, is made and entered into by and between the County of Sherburne, hereinafter referred to as the Employer and Law Enforcement Labor Services, Inc., hereinafter referred to as the Union.

Section 2. It is the intent and purpose of this Agreement to assure mutually beneficial working and economic relationships between the parties hereto; to establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and to place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

Section 3. The parties recognize that this Agreement is not intended to modify any of the authority vested in the County of Sherburne and/or the Sherburne County Sheriff by the statutes and laws of the State of Minnesota.

Section 4. The Employer and the Union through this Agreement shall continue their dedication to the highest quality service and protection to the County of Sherburne. Both parties recognize this Agreement as a pledge of this dedication.

Section 5. This Agreement is not intended to set forth each and every working condition of employment. This Agreement does incorporate by reference the existing Sherburne County Personnel Rules and Policies, insofar as those policies are not inconsistent with any provisions of this Agreement. In the event of a conflict between this Agreement and the Sherburne County Personnel Rules and Policies, this Agreement shall prevail.

ARTICLE II
RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative under Minnesota Statutes Section 179A.03 Subdivision 8, for employees of the Sherburne County bargaining unit identified by the Bureau of Mediation Services, Certification Unit Determination Order dated September 17, 2002 Case # 03-PCE-225 and described as:

All licensed essential supervisory employees employed by the Sherburne County Sheriff's Department, Elk River, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other employees.

Section 2. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 3. The Employer agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this Agreement which in any way conflict with the terms and conditions set forth in this Agreement, except through the certified representative.

ARTICLE III
MANAGEMENT RIGHTS AND DIVISION OF RESPONSIBILITY

Section 1. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

Section 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.

Section 3. The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The County will provide notice of and will make copies of any proposed change in any applicable policy available to the Union at least thirty (30) days prior to implementation of the policy.

Section 4. The Employer signatories to this contract shall have the right to designate responsibility for Employer functions required under this Agreement pursuant to applicable statutory provisions and to designate representatives authorized to act on their behalf with respect to matters arising under this Agreement.

Section 5. Specifically the County Board responsibility as Employer shall be limited to matters relating to maintenance of appropriate pay rates and payment thereof, specific fringe benefit authorizations in the area of insurance, paid time off, severance pay, holidays and related economic computations. For all other matters covered in the Agreement the Sheriff shall be considered the Employer.

Section 6. In the event that it is unclear as to the appropriate Employer authority, an employee or the Union may request that a determination be made as to the appropriate Employer for purposes of the particular dispute involved. Such requests shall be submitted to the County Sheriff with a copy to the County Board or its designated representative. On receipt of such request, the County Board or its designated representative shall make a determination based on the facts of the issue as to the appropriate Employer and such determination shall be final. In the event that the County Board or its designated representative is determined to be the appropriate Employer for purposes of the matter at issue, a grievance brought pursuant to Article VIII shall be processed through the Chief Deputy who shall request that the County Human Resources Director sit in on discussion of the grievance; in such case, if the grievance is not resolved at that step in the procedure, the County Sheriff and the County Human Resources Director or their designee shall act as Employer for Step 2 of the grievance procedure provided in Article VIII. In any case, not otherwise determined by the County Board or its designated representative, the Employer shall be deemed to be the Sheriff.

ARTICLE IV
UNION SECURITY

Section 1. Upon receipt of a signed authorization from an employee, the regular monthly dues of the Union shall be deducted from such employee's pay. The Financial Officer of the Union shall notify the Employer by mail of the amount of union dues to be deducted. Deductions shall be made each month and shall be remitted promptly to the Financial Officer of the Union.

Section 2. All employees who are covered by this Agreement and who are not members of the Union may be required by the Union to contribute a fair share fee for services rendered by the Union; and the Employer, upon notification in writing by the Union of such employees, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed the lesser of 85% of the monthly union dues or a pro-rata share of the special expenses incurred for services rendered by the Union in relationship to negotiations and administration of grievance procedures.

Section 3. The Union agrees to give the Employer thirty (30) days notice of any change in the amount of dues deducted and the Union further agrees to refund to the Employer, or the employee as appropriate, any amount paid to the Union in error on account of the dues deduction provision.

Section 4. The Union shall indemnify the Employer and any agency of the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer or Department of the Employer for the purpose of complying with the provisions of this Article.

Section 5. The Union may designate one member and one alternate to act as steward for the unit. The Union shall promptly inform the Employer of such choice and any changes in writing.

Section 6. The Employer agrees to make space available on the Employer bulletin board for the posting of Union official notice(s) and announcements.

Section 7. The Employer agrees to allow the steward to interrupt his or her work for a reasonable amount of time for the purpose of Union business with approval of the employer and the steward shall notify the Employer upon resumption of his or her work. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer.

Section 8. The Employer agrees to post all promotional opportunities within the bargaining unit; to post the method by which promotion to bargaining unit positions will be made and will make copies of all work rules and regulations available for members of the bargaining unit to read. .

Section 9. Non-employee business representatives of the Union, previously certified to the Employer as provided herein; may, with approval of the Employer, come on the premises of the Employer for the purpose of negotiations or investigating and presenting grievances. The Union may use the Employer's premises or facilities for Union business only with prior approval of the Employer.

ARTICLE V EMPLOYER SECURITY

Section 1. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will authorize, institute, aid, condone, engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment:

Section 2. Upon request by the Employer, the Union agrees to have its assigned business representative and the appropriate local Union officer or steward notify all bargaining unit members of their obligation and responsibility for maintaining compliance with this Article and to encourage employees violating Section 1 to refrain from continuing the violation. The union recognizes and shall inform its members of the employer's remedies that are available under M.S. 179A.19 (illegal strikes) and accepts responsibility as a collective bargaining unit under M.S. 179A.

Section 3. Nothing contained in this Article shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE VI EQUAL APPLICATION

Section 1. In accordance with applicable law, the Employer and the Union agree to apply the provisions of this Agreement equally to all employees without discrimination as to age, sex, marital status, status with regard to public assistance, disability, religion, race, color, creed, national origin, sexual orientation, political belief or employee organization affiliation.

Section 2. The Employer shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union or participate in any official capacity on behalf of the Union, which is in accordance with the provisions of the Agreement. The Union shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union and will not discriminate against any employee in the administration of the Agreement because of non-membership in the Union.

Section 3. The Union accepts its responsibilities as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1. Definition Of A Grievance. For the purpose of this Agreement the term "grievance" means a dispute arising from and concerning the interpretation or application of the express provisions of this Agreement. In the event of such grievance arising there shall be no suspension of operations but an good faith effort shall be made to resolve such grievances in the manner prescribed by this Agreement.

Section 2. Availability: The grievance procedure is available to an employee during the initial probationary period up to but not including arbitration. However, the grievance procedure is not available to a promoted employee with respect to a decision of the Employer to return the employee to his/her prior status during the probation period involved in the promotion.

Section 3. Processing Of A Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and 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.

Section 4. Procedure: Grievances, as defined by Section 1, shall be resolved in accordance with the following procedure;

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) working days after such alleged violation has occurred, present such grievance to the Chief Deputy or other Employer-designated representative. The Employer-designated representative will discuss and give 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 the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer-designated representative's final answer in Step 1. Any grievance not specific as to facts, contract provisions violated or remedy requested or 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 Sheriff. The Sheriff shall give the Union the Employer's step 2 answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the Sheriff's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) working days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 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.

Section 5. Arbitrator's Authority : 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.

The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

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

Section 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 may proceed 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.

Section 7. Choice Of Remedy: Any matters governed by statutory provisions except as expressly provided for in this Agreement, shall not be considered grievances under this Agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure. Selection of a remedy or appeal procedure other than that provided herein (such as Veterans Preference, Human Rights or other remedies) shall exclude members from remedies provided under this contract.

ARTICLE VIII
DISCIPLINE

Section 1. The following disciplinary procedures shall apply.

- (1) The Employer will discipline employees for just cause only. Just cause will be reduced to writing when applied pursuant to this Article. Discipline will be in any one of the following forms:
 - (a) Discharge
 - (b) Demotion
 - (c) Suspension
 - (d) Written reprimand
 - (e) Oral reprimand

The above listing does not include any required step progression for disciplinary action; appropriate action will be taken based on the circumstances of each situation. Cause is not required for discipline or removal of employees serving a probationary period.

- (2) Suspensions, demotions and discharges will be in written form.
- (3) Written reprimands, to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands, notices of suspension and discharge.
- (4) Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer.
- (5) Discharges will be preceded by a five (5) day suspension without pay.
- (6) A Union representative shall have the right to be present at any questioning of any employee concerning investigation for disciplinary action against that employee. The Union representative's role at such questioning shall be governed by the rules governing an attorney representing an accused in a grand jury proceeding.

ARTICLE IX COMPENSATION

Section 1. Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked Appendix A. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern. The attached wage schedule shall be considered part of this Agreement.

Section 2. Except as qualified below, an employee shall be paid differential pay for each hour worked between 6:00 p.m. and 6:00 a.m. Only those hours of a shift which are actually worked between the hours of 6:00 p.m. and 6:00 a.m. shall receive the differential pay. The differential pay shall be \$0.80 per hour.

ARTICLE X UNIFORMS

Section 1. The Employer agrees to provide each new employee that is required to wear a uniform the following, at no cost to the employee:

- 1 campaign uniform hat (felt)
- 1 campaign uniform hat (straw)
- 1 gold acorn hat braid
- 1 brown knit stocking hat (winter)
- 1 brown uniform jacket (all season)
- 1 rain jacket (uniform patrol personnel only)
- 3 short sleeve uniform shirts
- 3 long sleeve uniform shirts
- 4 uniform pants
- 1 uniform belt
- 2 neckties
- 1 hat badge
- 2 chest badges
- 2 sets collar insignia
- 2 name plates

If the employee does not complete his/her probationary period, these items shall be returned to the Employer before the final paycheck is released to the employee.

Section 2. The Employer agrees to provide each employee an annual uniform allowance of One Thousand One Hundred and Thirty-One Dollars (\$1,131.00). Fifty percent of the annual uniform allowance shall be issued with the first full payroll period in March of each year, and the remaining fifty percent of the annual uniform allowance shall be issued with the first full payroll period for the month of October of each year. Only those employees who have been employed at least six months on March first and October first of each year shall be eligible for the semi-annual uniform allowance. An employee who has been off work on leave status for six consecutive months or more shall not be eligible for the next semi-annual uniform allowance payment.

Section 3. Uniforms as listed in Section 1 damaged in the line of duty shall be reported to the Sheriff and shall be replaced at no expense to the employee.

Section 4. Leather holster belt and leather belt accessories damaged in the line of duty shall be reported to the Sheriff and shall be repaired or replaced at no expense to the employee.

Section 5. Personal items damaged in the line of duty such as eyeglasses, wristwatches, gloves, etc. not included in the items listed in Section 1 and not covered by any insurance will be the responsibility of the employee.

Section 6. Uniforms shall not be used by employees for off-duty activities.

ARTICLE XI INSURANCE

Section 1. Provision of Benefits. The employer agrees to enroll each employee who is regularly scheduled to work 30 or more hours per week in the “cafeteria” benefit plan as established from time to time by the employer after acceptance of bids and in consultation with the labor/management Benefits Advisory Committee. Each employee shall be provided with the opportunity to design an individual plan which best meets his/her personal circumstances within the restrictions and requirements of the employer-approved plan.

Section 2. Employer Contribution. The employer shall provide a “base” employer contribution as indicated below. This amount will be pro-rated for eligible part-time employees.

2016

- \$869.10

2017

- Single = \$744.10
- Single + Spouse = \$894.10
- Single + Child(ren) = \$844.10
- Family = \$994.10

2018

- Single = \$619.10
- Single + Spouse = \$919.10
- Single + Child(ren) = \$819.10
- Family = \$1,119.10

The employer contribution shall first be applied to the selected health insurance plan and then to the required basic life insurance plan. The remainder of the employer contribution, if any, will then be applied to other selected plan options. Any remaining contribution not applied to plan options shall be added to payroll. In addition, should an employee choose to enroll in a high deductible health plan (HDHP) with an associated Voluntary Employees' Beneficiary Association (VEBA) trust, the employer agrees to fund a predetermined portion of the deductible. Employer contribution to the VEBA will reduce the employer "base" contribution.

Section 3. Dependents. The employer agrees to allow each eligible employee to enroll his/her eligible dependents in the various components of the cafeteria benefit plan under the terms and conditions established by the separate plan provider contracts and as required by existing state and federal law.

Section 4. Life Insurance. The employer agrees to provide each employee with a Life Insurance Policy in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) as a required "core benefit" in the cafeteria benefit plan.

The employer agrees to allow employees to enroll their eligible dependents in the Life Insurance Plan as a cafeteria plan component.

Section 5. Section 125 Plan. The employer will provide employees with the opportunity to pre-tax their salary under all options allowed in Section 125 of the Federal Tax Code as a component of the cafeteria benefit plan.

Section 6. Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

ARTICLE XII HOURS OF WORK - PREMIUM PAY

Section 1. Overtime Accrual. Employees will be compensated at one and one-half (1½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this article.

Section 2. Distribution and Calculation. Overtime will be distributed as equally as practicable. Overtime refused by employees will, for record purposes under this article, be considered as unpaid overtime worked. Overtime will be calculated to the nearest fifteen (15) minutes.

Section 3. Compensatory Time. Employees will be allowed to accrue compensatory time off in lieu of overtime pay under the following conditions:

- (1) The maximum accumulation of compensatory time shall be 160 hours. Compensatory time in excess of 160 hours shall be paid through payroll check.
- (2) The use of compensatory time off will be allowed at the discretion of the employee's immediate supervisor.
 - a. Supervisors will ensure that the needs of the county will be met when dealing with authorizing compensatory time off.
 - b. The use of compensatory time off will not be allowed when it requires the hiring of other personnel at overtime pay to fill the void.

Section 4. Compounding Compensation. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this agreement, nor shall there be any pyramiding of premium compensation.

Section 5. Hours of Work. Employees shall be entitled to compensation for their entire shift including a paid lunch period during which the employee shall remain on continual duty and be responsible for assigned duties.

Section 6. Court Time. An employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum. If an employee is required to appear in court during scheduled off-duty time and the court appearance is canceled less than 24 hours in advance, the minimum of three hours pay shall apply. An extension or early report to a shift for court appearance does not qualify the employee for this minimum payment.

Section 7. Call Back Time. An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base pay rate. An extension of or an early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum. If the call back work assignment and the employee's regular work shift overlap, the employee shall be paid the call back rate of time and one-half (1½) until his/her regular shift begins.

ARTICLE XIII HOLIDAYS

Section 1. Ten (10) normal work days during a calendar year shall be considered paid holidays for full-time employees.

B. Employees shall not observe holidays on the calendar days at which they appear. In lieu thereof, the Employer will provide the holiday benefit payment to such employees, on or about the first paycheck in December of each calendar year, on the basis of straight time for the ten holidays. The amount shall be prorated for new employees. In addition to the cash payment provided for in this section, each employee covered by this section shall receive an

additional one-half (½) hour's pay for each hour worked between 0001 hours and 2400 hours on the following calendar dates:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25

ARTICLE XIV PROBATION

Section 1. Probation Period. All newly hired employees shall be designated as “probationary” for 2,080 paid hours or twelve (12) months, whichever occurs first, and all promoted employees shall be designated as “probationary” for 1,040 paid hours or six (6) months, whichever occurs first, such hours to include hours actually worked, excluding paid overtime and unpaid leaves. During the probationary period a newly hired employee may be discharged at the sole discretion of the employer, such discharge is not grievable. During the probationary period a promoted or reassigned employee may be returned to his/her previous position at the sole discretion of the employer, this action is not grievable.

Section 2. Promotions and Probation. Probationary employees who have been promoted from within the sheriff's department shall have all benefit levels determined based on the total length of service with the sheriff's department.

Section 3. Probation and Benefits. Probationary employees hired from outside the sheriff's department may use up to 16 hours accrued Paid Time Off during the first six months of the probationary period, but must repay the county for any such days used if their employment is terminated prior to successful completion of the first six months of the probationary period.

Section 4. Extensions. An employee's probationary period may be extended for a period not to exceed six (6) months at the sole discretion of the employer. The employee and the union shall be notified in writing of the reason for the extension.

ARTICLE XV SENIORITY

Seniority shall be determined by the length of full-time compensated service by classification within the department. Employees promoted to supervisory positions within the department shall retain seniority in the classification from which promoted.

ARTICLE XVI
PROMOTIONS

Section 1. Promotion Compensation. Salary increases associated with any promotion (within the bargaining unit or into the bargaining unit) shall become effective on the date of the promotion. An employee promoted during the term of this Agreement will be awarded a promotion increase of four percent (4.0%) or be brought to the minimum of the Grade Range to which promoted, whichever is greater. Except, an employee who has a minimum of two years longevity with Sherburne County who is promoted from a non-supervisory to a supervisory position will be awarded a promotion increase of six percent (6.0%) or be brought to the minimum of the Grade Range to which promoted, whichever is greater. In no case shall the increase exceed the maximum of the salary grade to which promoted.

Section 2. Demotion After Promotion. If the performance of an employee falls below a minimum standard during the probation period after a promotion, the employee may be demoted to a position for which he or she is qualified. If a position is not available to which the employee may be demoted, the employee shall be reinstated to his/her previous non-probationary position. If an employee is demoted during a probation period after a promotion, the salary shall be reduced to the pre-promotion salary level on the effective date of the demotion.

ARTICLE XVII
PAID TIME OFF (PTO) LEAVE

Section 1. Rate of Accrual. Employees shall earn PTO at the following rates:

COMPLETED YEARS OF SERVICE	HOURS	ANNUAL ACCRUAL RATE
0 - 4 Years	0 - 8,320	168 hours
5 - 9 Years	8,321 - 18,720	192 hours
10 - 14 Years	18,721 - 29,120	216 hours
15 - 19 Years	29,121 - 39,520	240 hours
20+ Years	39,521 +	264 hours

Section 2. When the employee's length of service reaches the next higher rate of accrual; accrual at the new rate shall begin on the first day of the pay period following the date of eligibility.

Section 3. PTO shall not accrue during a period of unpaid leave of absence of 40 hours or more except it shall continue to accrue during an approved workers compensation medical leave or a leave covered by short term disability insurance.

Section 4. PTO is accrued bi-monthly and may be used subsequent to being earned in increments of not less than 15 minutes.

Section 5. PTO can be utilized for any purpose, subject only to necessary request and approval procedures consistent with departmental policy and this labor agreement.

Section 6. PTO requests should be submitted to the supervisor as soon as practical, and at a minimum two weeks prior to the commencement of requested non-emergency PTO. While every effort will be made to give employees the paid time off of their preference, PTO will be scheduled so as not to cause an interruption in the normal operation of the department. Should a conflict in scheduling occur, it will be resolved on the basis of the first request, and then seniority at the time of the request.

Section 7. Probationary employees may use no more than sixteen (16) hours of PTO during the first six months of employment. PTO does not vest until after six (6) months of full time equivalent work (1,040 paid hours). If employment is terminated prior to vesting, any PTO advanced for utilization shall be deducted from the last paycheck. After completion of the first six months of the probationary period, PTO shall be vested and may be utilized according to these policies.

Section 8. Maximum carry-over of PTO from one year to the next is seven hundred (700) hours. Any PTO in an employee's account which exceeds 700 hours as of December 31st of each year shall be paid in accordance with Article 21, Section 4.

Section 9. Medical Certification: A doctor's certificate stating the nature and duration of an illness or injury and verifying that the employee is unable to perform the duties and responsibilities of the employee's position due to that illness or injury may be required at the discretion of the supervisor before the use of emergency PTO is approved. A statement attesting to the employee's ability to return to work and perform the essential functions of that employee's position may also be required before the employee returns to work.

Section 10. Leave Transfer Eligibility: Employees may transfer accrued PTO from the account of one employee to the account of another employee only if all the following circumstances are met.

- 1) The employee is unable to work for one or more of the following reasons:
 - a) The employee is unable to work due to a catastrophic medical event affecting themselves, spouse, child or parent.
 - b) The death of a spouse, child or parent.
- 2) The employee has exhausted, or it is apparent will soon exhaust, all of their own paid leave time to include PTO, ESLB, Holiday Bank and CT.
- 3) The employee is eligible to use PTO.
- 4) If receiving short term disability or workers compensation payments, the employee may receive only enough donated time so that the STD or WC payments plus the paid leave do not exceed normal pay.

Notification: To be eligible to receive donated leave, an employee must complete a request form and submit it to the Human Resources Director for approval. The request form shall provide the reason for the work absence, the expected duration of the absence and state that solicitation for donations is

approved. The request form must also specifically state what information can be provided to other employees in order to solicit donations. A signed authorization to release private data must be included with the form. The donated leave will be considered wages of the employee receiving the donation.

Exercise of the PTO Leave Transfer Policy shall not establish a precedent or practice and shall not be subject to the grievance procedure. The County reserves the right to determine eligibility for PTO transfers on a case-by case-basis.

Leave Donations: Employees who wish to donate leave will do so under the following conditions:

1. A written request to donate leave must be made to the Human Resources Department on forms designated by the Human Resources Department for that purpose. The name of the employee who is to receive the donation will be noted on the form.
2. An employee may not transfer ESLB hours to another employee under any circumstances.
3. Names of donors will not be revealed to the recipient, if so requested by the donor.
4. The Human Resources Department will track donations and use them on a "first received" basis. PTO can only be donated when all accrued leave of the recipient has been exhausted. Each pay period, an amount of PTO will be transferred to cover the recipient's unpaid hours.
5. The number of hours donated (not the dollar value) will be subtracted from the accrued balances of the donor and those hours will be credited to the PTO balance of the recipient.
6. Any leave donations used by the recipient become the property of the recipient and are not refundable to the donor.
7. An employee must maintain a minimum balance of 40 hours of PTO when donating leave.
8. All transfers must be in increments of one (1) hour.
9. An employee may use donated leave up to 180 days from the first day missed due to the catastrophic medical event. Due to the death of a spouse, child or parent, the recipient may use donated leave up to 30 days from the first day missed due to the death.
10. Donations may be made retroactively, but not more than 60 days retroactively.
11. Once the employee returns to work, or is no longer eligible for donated leave, any remaining unused donation forms will be returned to the donors without any leave deductions occurring.

Section 11. Annual Cash-Out: Employees may cash-out or convert to the County's deferred compensation program (subject to maximum deferral regulations of the IRS) up to 20% of their PTO balance not to exceed 100 hours each year provided that they have used a minimum of 30% of their annual accrual during the current calendar year. Conversion to cash or deferred compensation shall occur in December of each calendar year. Payroll will notify employees by November 1 of each year as to the dates and methods of requesting the annual cash-out or conversion which will be included.

with a regular payroll and will not be paid in a separate check. The cash-out shall be at the employee's regular rate of pay at the time of cash-out. "Regular rate" for the purpose of this section is the employee's straight time rate not including any overtime, shift differential added to certain hours worked, out of class adjustment, or any other additions to regular pay.

Section 12. Severance Pay: Upon termination of employment in good standing and with a minimum of two weeks notice, employees shall receive payment of accrued, unused PTO at the employee's regular rate of pay on the date of termination. Payment may be issued as cash or to the county's approved deferred compensation plan, subject to IRS maximum deferral regulations. The two week notice requirement may be waived only by the Human Resources Director or County Sheriff. Termination pay, PTO or ESLB may not be used to extend the employee's date of termination beyond the last scheduled working day.

Section 13. Those employees who have reached the maximum of their pay grade and are thus not eligible for an annual merit increase may receive a longevity benefit of additional PTO. Based on performance criteria used for the performance evaluation (same as for a merit increase) the supervisor may grant up to 16 additional hours PTO added to that employee's accrual. Employees with 20 or more years of uninterrupted longevity with Sherburne County may receive up to 24 additional hours of PTO. The amount for part-time employees shall be pro-rated. Denial of all or part of the longevity benefit based on the performance evaluation shall not be subject to the grievance procedure. The PTO longevity benefit may be used as time off, or all or part may be cashed out with the December PTO cash-out, at the choice of the employee.

Those employees who have not reached the maximum of the pay grade, but are less than 2.4% from the maximum, are eligible to receive a combination of salary increase to the grade maximum plus hours of PTO, the combined value of the salary increase plus the additional PTO not to exceed the lesser of 2.4% of salary or the value of 16 hours of PTO (24 hours if the employee has 20 or more years of uninterrupted longevity with Sherburne County).

ARTICLE XVIII EXTENDED SICK LEAVE BANK

Section 1. Use of accumulated Extended Sick Leave Bank (ESLB) may be approved for paid employee absences for the following reasons:

- a) Because of employee illness or injury which prevents the employee from performing job duties and responsibilities;
- b) Because of employee medical or dental care which cannot be scheduled at a time other than during the employee's normal work day;
- c) To make necessary nursing care arrangements because of illness or injury to a member of the employee's immediate family, not to exceed three (3) days. "Immediate family" shall be defined as the employee's spouse, minor children, or parent living in the household of the employee and where the parent has no other person who can arrange necessary medical care.

Section 2. The systematic use of ESLB or the request for use of sick leave for three (3) or more consecutive days may require written medical verification at the discretion of the Sheriff.

Section 3. Misuse of the Extended Sick Leave Bank benefit shall be just cause for disciplinary action consistent with the provisions of this Agreement.

Section 4. Notification: Employees unable to report for their work day because of illness or injury shall notify the Sheriff or designee at least two (2) hours prior to their scheduled starting time when practicable. Employees returning to work from sick leave shall notify the Sheriff or designee at least one (1) calendar day prior to their scheduled starting time when practicable. Employees failing to give such notice may be subject to discipline.

Section 5. Severance Pay: Twenty-five percent (25%) of accumulated Extended Sick Leave Bank up to a maximum of 200 hours will be paid to any covered employee or the employee's estate upon termination in good standing.

ARTICLE XIX LEAVES OF ABSENCE

Section 1. Unpaid Medical Leave. An unpaid leave of absence for sickness, disability or work-related injury may be granted to an employee who has used all accumulated Extended Sick Leave Bank and PTO. If qualified, the provisions of the county's Family and Medical Leave Act policy shall apply. In the event the employee is not eligible for a FMLA leave or has exhausted the FMLA leave, he/she may request an unpaid medical leave under this section. The employee shall submit a written request for medical leave of absence to the Sheriff. All unpaid medical leave of absence longer than thirty (30) calendar days must be approved by the County Board of Commissioners, except if said leave is required by law. An employee on an approved medical leave of absence as a result of a work-related injury shall continue to be covered by group life and health insurance benefits as provided for herein.

Section 3. Personal Leave. Personal leave without compensation for up to six (6) months may be granted to an employee for any reasonable purpose and extended for any reasonable period. Employees shall submit a written request for personal leave to the Sheriff. Any unpaid leave over thirty (30) calendar days must be approved by the County Board. Upon return from personal leave, the employee shall be assigned to their previous position or a position in a comparable class.

Section 4. Court Duty Leave. Employees subpoenaed as a witness in connection with County employment or called for jury duty shall receive their regular compensation and other benefits, or the jury/witness fees, but not both. Employees shall notify their supervisor when served with a subpoena or notice of jury duty. If regular compensation is paid for that day, then any court fees received shall be remitted to the County Treasurer within ten (10) days following receipt by the employees. Employees shall return to their regular work duties if released from court duty during their scheduled hours of work.

Section 5. Military Duty Leave. Employees who are members of any reserve component of the military forces of the United States or National Guard shall be granted leave of absence with compensation not to exceed fifteen (15) working days per year when ordered to training, or as provided by law.

Employees shall be entitled to military leaves of absence either as defined by law or herein. Under this agreement, employees shall be entitled to a leave of absence without compensation not to exceed four (4) years for service in the armed forces of the United State, provided a war or national emergency has been declared at the time of induction. Reinstatement to a comparable position within ninety (90) days of discharge from active duty shall be available to such employees:

Section 6. Family and Medical Leave Policy. Employees shall be provided leave pursuant to the Federal Family and Medical Leave Act, Public Law 103-3, February 4, 1993. This leave shall be provided under the requirements and benefits of the Family and Medical Leave Policy set forth in the Sherburne County Personnel Rules and Policies. Should the requirements of the federal law and the county policy conflict, the federal law shall govern.

Section 7. Benefits While on Unpaid Leave of Absence. Employees shall not accrue PTO while on unpaid leave of absences. Cafeteria pay shall not accrue while on unpaid leave of absence, except for FMLA and Workers Compensation leaves. Any seniority privileges shall continue to be recognized during the period that the employee is on leave. Employees shall not be entitled to normal salary compensation nor payment for any holidays observed during the unpaid leave of absence.

ARTICLE XX INJURY ON DUTY

The employer shall grant full salary to any employee who is injured while on duty, through no intentional fault of the employee, for thirty (30) days provided a doctor's statement is filed with the county human resources director stating that the employee is not able to return to work due to the work related injury through this period. The County Board of Commissioners may continue to grant such salary to an employee beyond the thirty (30) day period upon further evidence from a doctor stating that such employee is still unable to return to work as a result of the work-related injury. The amount of worker's compensation being received shall be reported to the employer and shall be credited against the amount paid by the county so that the aggregate of the two shall equal the employee's regular salary. Should the County Board determine not to grant the employee an extension of the initial thirty (30) day period during which it shall pay full salary, the employee may elect to use accumulated PTO or ESLB (if the absence meets the requirements for the use of ESLB set forth in this agreement) to make up the difference between the worker's compensation payment and the employee's regular salary.

If the employee is incapacitated from regular employment duties due to the work-related injury, other duties may be assigned as alternate responsibilities if deemed appropriate by the Employer and consistent with medical limitations and restrictions and consistent with Minnesota Statutes Chapter 176.

ARTICLE XXI SEVERANCE

Section 1: Severance Payments. Employees who leave the county service in good standing shall receive pay equal to the amount of accumulated unused PTO and twenty-five percent (25%) of accumulated unused ESLB up to a maximum of two hundred (200) hours. Severance pay shall also include payment for all accumulated compensatory time. Severance pay of a deceased employee shall be paid to the employee's designated beneficiary or estate. The rate of pay to be used in computing severance pay shall be that salary rate existing for the employee at the time of termination.

Section 2: Retirement Longevity Pay. Employees shall be eligible for the Retirement Longevity Pay Plan as set forth in Section 10.2 of the Sherburne County Personnel Rules and Policies.

Section 3: Health Insurance Continuation. Employees retiring under circumstances meeting PERA requirements may continue health insurance coverage under the County group health plan by paying the full premium until they become eligible for Medicare.

Section 4: Post Employment Health Care Savings Plan. Effective June 1, 2004 a post employment health care savings plan shall be implemented and administered by the Minnesota State Retirement System (MSRS) for members of this bargaining unit. The plan will be established pursuant to Minnesota Statute 352.98 and shall be administered as provided by law. The members of this bargaining unit shall participate in this plan until such time as this contract provision is amended or repealed. Any amendment is subject to the approval of the health care plan administrator. This plan is subject to fees, regulations and conditions established by the plan administrator, the Minnesota State Retirement System. The funding of the plan shall be contributions from the bargaining unit members as follows:

- 1) On termination of employment, the members shall place 100% of any Extended Sick Leave Bank (ESLB) severance payment into the fund.
- 2) On termination of employment, the members shall place 100% of any Paid Time Off (PTO) severance payment into the fund.
- 3) Prior to termination of employment, members who have less than twenty (20) years service with Sherburne County shall place one percent (1%) of gross salary into the fund. Members who have twenty (20) or more years service with Sherburne County shall place two percent (2%) of gross salary into the fund. The amount shall be determined at the beginning of the calendar year for withdrawal in 24 increments (first two bi-weekly checks of each month) throughout the year.
- 4) Annually, the value of any Paid Time Off (PTO) benefit accruals in excess of seven hundred (700) hours shall be placed into the fund. The value will be determined by taking the total unused PTO hours accrued as of December 31 of each year, subtracting 700 hours, and multiplying the product by the employee's hourly rate as of December 31 of that year.

The employer shall be liable only to remit such payments to the MSRS's Health Care Plan Administrator. The definition of service as used only in Article 21 Section 3 shall include time as a licensed supervisor as well as time spent as an employee of the County of Sherburne in any capacity.

ARTICLE XXII TRAINING.

The employer shall provide sixteen (16) hours of in-service training annually for each covered employee. Employees on duty may be assigned to attend training as part of the scheduled shift. Employees who are not on duty shall be compensated at the overtime rate for all hours involved in such training within the state of Minnesota, including travel time, provided that employee will be paid, at a maximum, the hours of the employees' full shift for off-duty training and travel time. Employees shall not be compensated at the overtime rate for out-of-state travel for trainings unless authorized by the Sheriff. Some training may be mandatory and, if so, the employee will be so notified. All sessions not declared mandatory may be voluntarily attended by those who wish to attend.

Employees shall also be eligible for training and development benefits under the Sherburne County Personnel Rules and Policies.

ARTICLE XXIII SENIORITY

Section 1. Definition and Rosters. Seniority shall be determined by the employee's length of continuous full-time employment in a position within the Sheriff's Department. Seniority rosters may be maintained by the Sheriff on the basis of time in grade and time within specific classifications and shall be posted in an appropriate location.

Section 2. Promotion, Transfers and Shift Bidding. Senior employees will be given preference to fill vacancies within the bargaining unit when the vacancy is permanent and when the job relevant qualifications of employees are equal. Senior employees will be given preference once each year to bid for transfer and assignments within classifications, with reassignments to be effective at the beginning of the eight week schedule rotation which falls closest to January 1 of each year, subject to employer approval, based on equality of job relevant qualifications and needs of the department.

The Employer agrees to publish and post procedures for promotion, including promotion to the supervisory levels. Employees promoted to supervisory positions within the department shall retain seniority in the classification from which promoted.

Section 3. Layoffs. A reduction of the work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.

Section 4. Vacation Selection. Vacation period shall be selected on the basis of seniority until March 15 of each calendar year.

ARTICLE XXIV
SCOPE OF AGREEMENT

This Agreement shall represent the complete Agreement between the Union and the Employer. The parties acknowledge that 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 that the complete understandings of 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 waive the right and each agrees that 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 matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXV
SAVINGS CLAUSE

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

ARTICLE XXVI
MUTUAL CONSENT CONTINGENCY

This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE XXVII
DURATION

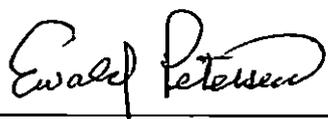
This agreement shall be in full force and effect from January 1, 2016 through December 31, 2018, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, 2018 or by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement

to be executed this 31st day of March, 2016.

FOR SHERBURNE COUNTY

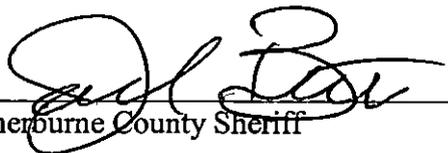
FOR LAW ENFORCEMENT LABOR SERVICES



Chairperson, Sherburne County Board
Board of Commissioners



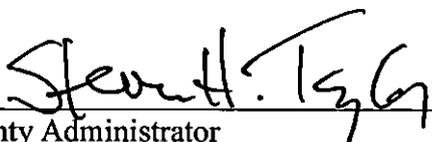
Business Agent



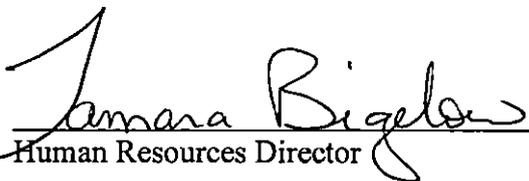
Sherburne County Sheriff



Steward



County Administrator



Human Resources Director

**SHERBURNE COUNTY
SHERIFF - SUPERVISOR'S UNIT
LABOR AGREEMENT 2016 – 2018
APPENDIX A – COMPENSATION PLAN PROVISIONS**

1. Each employee shall be placed on the applicable salary table as indicated below pursuant to the County's Classification and Compensation Plan Implementation.

2016

95% of Market Average Compensation Plan with 1% general adjustment.

2017

97.5% of Market Average Compensation Plan with 2.5% general adjustment.

2018

Market Average Compensation Plan with 2.5% general adjustment.

2. An employee promoted during the term of this Agreement will, effective the date of promotion, be awarded a promotion increase of four percent (4.0%) or be brought to the minimum of the Grade Range to which promoted, whichever is greater. Except, an employee who has a minimum of two years longevity as a Sherburne County employee who is promoted from a non-supervisory to a supervisory position will be awarded a promotion increase of six percent (6.0%) or be brought to the minimum of the Grade Range to which promoted, whichever is greater. In no case shall a promotion place an employee above the Range Maximum applicable to the promoted position.
3. Eligibility for performance pay range movement, based on the results of the performance evaluation, shall be after one calendar year of full-time employment since the start date of regular employment with Sherburne County or one calendar year since the last performance pay increase, whichever is later. Promotion shall not change the eligibility date. The eligibility date following a leave of absence of more than thirty (30) days shall be determined upon completion of 2,080 hours of work since the last performance pay increase.
4. Each employee below Job Rate is eligible, based on a satisfactory performance evaluation, for up to a four and three tenths percent (4.3%) performance pay increase on their eligibility date.
5. Each employee at or above Job Rate is eligible, based on a satisfactory performance evaluation, for up to a two and four tenths percent (2.4%) performance pay increase on their eligibility date. No award shall result in placement above the range maximum.
6. If a merit increase is withheld or reduced as a result of the performance evaluation, the employee will not be eligible for a merit pay increase until the next eligibility date in the subsequent year. Withholding or reduction of merit pay increases as a result of the performance evaluation shall not be subject to the grievance procedure.

7. For purposes of the Pay Plan, range movement, or the calculation of other fringe benefit eligibility, the action date for changes shall be the actual calendar date of eligibility.
8. Computation of hourly rates, where necessary for pro rata determinations, shall be based on 173.3 hours per month, 2,080 hours per year.
9. The Employer shall pay the license renewal fee for Peace Officer Standards and Training (P.O.S.T.) licenses for those employees for whom holding a peace officer license is a requirement of the position.
10. Members of this bargaining unit shall be provided the option of participating in the Sherburne County Sheriff's Department Voluntary Fitness Incentive Program.

**SHERBURNE COUNTY
 SHERIFF - SUPERVISOR'S UNIT
 LABOR AGREEMENT 2016 – 2018
 APPENDIX A-1**

SALARY SCHEDULE

Transport/Court Security Sergeant

<u>Year</u>	<u>Start</u>	<u>Job Rate</u>	<u>Maximum</u>
2016	\$26.62	\$33.55	\$37.27
2017	\$27.64	\$34.82	\$38.69
2018	\$28.69	\$36.14	\$40.16

Investigative Sergeant and Patrol Sergeant

<u>Year</u>	<u>Start</u>	<u>Job Rate</u>	<u>Maximum</u>
2016	\$28.49	\$35.89	\$39.88
2017	\$29.57	\$37.26	\$41.40
2018	\$30.69	\$38.67	\$42.97

Patrol Captain and Investigations Captain

<u>Year</u>	<u>Start</u>	<u>Job Rate</u>	<u>Maximum</u>
2016	\$32.61	\$41.09	\$45.66
2017	\$33.86	\$42.66	\$47.40
2018	\$35.14	\$44.28	\$49.2

Operations Commander

<u>Year</u>	<u>Start</u>	<u>Job Rate</u>	<u>Maximum</u>
2016	\$37.34	\$47.05	\$52.28
2017	\$38.76	\$48.84	\$54.27
2018	\$40.23	\$50.69	\$56.33

MEMORANDUM OF UNDERSTANDING

The County of Sherburne

-and-

Law Enforcement Labor Services, Inc. – Licensed Supervisors

The parties agree that senior employees at the maximum of their respective pay range as of 12/31/15 and who are "leapfrogged" by a junior employee in the same job classification during the years 2016, 2017 and 2018 shall receive a lump sum payment. This lump sum payment shall reflect the additional compensation the junior employee would receive each year due to his or her anniversary date taking place before the senior employee's anniversary date. These lump sum payments shall be made upon executed agreement in 2016 and in January of 2017 and 2018 to the senior employees who meet the criteria.

The parties agree that all provisions of the Collective Bargaining Agreement not in conflict with this Memorandum of Understanding shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 31st day of March, 2016.

FOR SHERBURNE COUNTY:



County Board Chair



County Administrator

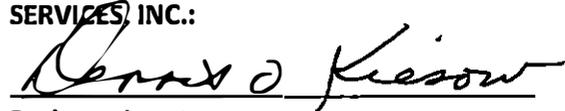


County Sheriff



Human Resources Director

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.:



Business Agent



Steward

MEMORANDUM OF UNDERSTANDING

The County of Sherburne

-and-

Law Enforcement Labor Services, Inc. – Licensed Supervisors

The parties agree that effective January 1, 2017, the \$30 Co-Pay Plan will no longer be a health insurance plan option for members of this bargaining unit.

The parties agree that all provisions of the Collective Bargaining Agreement not in conflict with this Memorandum of Understanding shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 31st day of March, 2016.

FOR SHERBURNE COUNTY:



County Board Chair



County Administrator



County Sheriff



Human Resources Director

FOR LAW ENFORCEMENT LABOR SERVICES, INC.:



Business Agent



Steward