

Labor Agreement

between

Dodge County

and

Law Enforcement Labor Services, Inc.

(Local #240)

January 1, 2016 through December 31, 2018

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ARTICLE I PURPOSE

This Agreement is entered into between the County of Dodge, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Maintain and increase individual productivity and quality of service.
- 1.2 Provide an orderly procedure for the resolution of grievances.
- 1.3 Prevent any interruptions of work or interference with the efficient operation of the Department.

The parties recognize that the agreement to be formulated is not intended to modify any of the authority vested in the County of Dodge and/or the Sheriff by the statutes and laws of the State of Minnesota.

ARTICLE II RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statute 179A.03 Sub. 8 for all employees in the Dodge County Sheriff's Department classified as Full-time, Licensed Deputy, Investigator, or Sergeant.

ARTICLE III DEFINITIONS

- 3.1 UNION: The Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The County of Dodge.
- 3.5 DEPARTMENT: The Dodge County Sheriff's Department.
- 3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.7 OVERTIME: Work performed at the express authorization of the Employer in excess of 80 hours per pay period.
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a meal

break to be compensated for at regular rate unless overtime rate.

- 3.9 REST BREAKS: Two 15 minute periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 LUNCH BREAK: A 30 minute period during the SCHEDULED SHIFT in which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 FULL-TIME EMPLOYEE: An employee in the bargaining unit who has completed the required evaluation period and who is normally scheduled to work an average forty (40) hour week.
- 3.12 PART-TIME EMPLOYEE: An employee who is employed in a position designated as part-time by the County Board. An employee who works an average of 14 hours per week during a normal work year is classified as a public employee. An employee who works an average of 20 hours per week during each six month period (1-1 to 6-30), (7-1 to 12-31) is entitled to benefits on a prorated basis.
- 3.13 TENURE: Tenure is the total length of continuous employment with Dodge County, minus unpaid leaves of absence in excess of 30 days, but including other approved leaves of absence and aggregate time served. The accumulation of those benefits related to years of service (such as eligibility for service awards, PTO) is based on tenure.

ARTICLE IV NON-DISCRIMINATION

- 4.1 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, status as to public assistance or because of a physical handicap. Provided the duties of the position 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 V EMPLOYER AUTHORITY

- 5.1 It is recognized that, except as expressly stated herein, the County shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the County Sheriff's Office in all of its various aspects, including but not limited to the right to direct the working forces, to plan, direct, and control all the operations and services of the department, to determine the methods, means, organization, and the number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime, to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons,

to make and enforce reasonable rules and regulations, and to change or eliminate existing methods, equipment or facilities, or assign particular new functions and programs which are the responsibility of the County according to state law or rule and regulations having the force and effect of law.

- 5.2 In accordance with the provisions of Minnesota Statutes 179A.19, the Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or in the absence in whole or in part of the full, faithful, and proper performance of the duties of employment, regardless of the reason for so doing.
- 5.3 Any employee who violates any provision of this Article may be subject to disciplinary action including discharge.

ARTICLE VI UNION SECURITY

- 6.1 In recognition of the Union as the exclusive representative. The Employer shall:
- a. Deduct from each payroll, an amount sufficient to provide payment of dues, (or a "fair share" deduction, as provided in Minnesota State Statute 179A.06, subdivision 3, if the employee elects not to become a member of the Union) established by the Union from the wages of all employees authorizing, in writing, such a deduction; and
 - b. Remit such deduction to the appropriate designated officers of the Union.
- 6.2 The Union may designate not more than two (2) employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice.
- 6.3 The Employer agrees to notify the Union within thirty (30) days from the first date of employment of any new employee in any unit covered by this Agreement.
- 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 shall make space available on the Employee bulletin board for posting Union notices and announcements.
- 6.6 Non-employee representatives of the Union shall be permitted to come on the premises of the employer at reasonable times for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the

employee. The Union representative shall give notice to the Employer representative of his or her presence at the work site in advance (call ahead).

- 6.7 The Union agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on Employer's time and/or during normal Courthouse hours, other than Union stewards.

ARTICLE VII GRIEVANCE PROCEDURE

- 7.1 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 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 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 in 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 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 fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the Employee Relations Director. The Employee Relations Director 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 Employee Relations Director'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 County Administrator. The County Administrator 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 County Administrator'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 the grievance is not settled in Step 2 the parties shall submit the matter to mediation through the Bureau of Mediation Services for assistance in amicably resolving the matter. Step 3 may be waived by mutual consent of both the Employer and the Union.
- 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 as amended. The selection of an arbitrator shall be made in accordance with the Rules and Regulations 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 close of the hearing or the submission of briefs by the parties, whichever is 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.
If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

- 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, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.
- 7.6 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 at that step and immediately appeal 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.
- 7.7 If, as a result of the written Employer response in Step 1, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required evaluation period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Personnel Appeals Board or Veterans Preference. The aggrieved employee shall indicate in writing which procedure is to be utilized. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission as stipulated by law.

ARTICLE VIII SENIORITY

- 8.1 Seniority shall be determined by the employee's total length of service as a full-time licensed peace officer with the Dodge County Sheriff's Department.
- 8.2 A reduction of work force will be accomplished on the basis of classification seniority within the bargaining unit. An employee in a position to be reduced from force retains departmental seniority in each of the bargaining unit classes in which the employee had worked. An employee may choose demotion instead of layoff if a lower level vacancy exists or the employee may choose the position of another employee with less departmental seniority in a formerly held position. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before any new employee is hired, except that, any employee on layoff who is notified at the last mailing address listed by the employee with the Employer must indicate within twelve (12) days a desire to return to work and if he/she fails to return to work within thirty (30) workdays of notification of intent to return shall be considered to have voluntarily terminated employment with the County. Employees on layoff status shall be recalled on the basis of seniority.

- 8.3 An employee in the bargaining unit, who transfers from another County Department, shall accumulate tenure at the County only for purposes of calculating PTO leave, and for retaining PERA benefits.
- 8.4 When a vacancy exists in a promotional position, the most senior and qualified employees will be given preference with regard to transfer, job classification assignments, and promotions when the job relevant qualifications are equal. Despite such seniority preference, the County may deny the filling of any position on the basis of just cause. Qualification will be determined solely by the Sheriff or his/her designee.

ARTICLE IX PHYSICALS

- 9.1 A pre-employment physical at County expense is mandatory. Employment may be denied based on the outcome of the Physical.

ARTICLE X DISCIPLINE

- 10.1 The Employer will discipline employees who have completed the required evaluation period only for just cause. A written reprimand, suspension, demotion or discharge of an employee who has completed the required evaluation period may be appealed through the grievance procedure as contained in Article VII of this Agreement subject to the limitations as set forth in Article VII, Section 7.7.
- 10.2 Suspensions, discharges and demotions 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. Employees may request the Union to receive a copy of such reprimands and notices of suspension and discharge. Such information, more than eighteen (18) months old, may not be used for promotional evaluation or disciplinary action and will be removed unless the original signed letter of discipline indicates otherwise.
- 10.4 Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer. Pursuant to the Minnesota Government Data Practices Act, employees may obtain copies of all public and private data within their personnel files, at their request, upon payment of the reasonable costs associated with retrieving and copying the data.
- 10.5 Where an employee is questioned regarding an investigation of a matter that may lead to disciplinary action, such questioning will be conducted in a manner not to unreasonably embarrass the employee before other employees or the public. If in the course of an investigation it is determined that disciplinary action will be taken against an employee, the employee will be given an opportunity to have a Union steward or representative

present before the Employer proceeds further to question the employee regarding the matter.

- 10.6 Grievances relating to this Article shall be initiated by the Union in Step 2 of the Grievance Procedure, under Article VII.

ARTICLE XI JOB POSTINGS AND EXAMINATIONS FOR PROMOTIONS

- 11.1 Any position newly created in the Department and covered by this Agreement when vacant shall be posted for ten (10) calendar days in a prominent place for information of the members of the unit.
- 11.2 Promotions and the announcement of vacancies shall be in accordance with the County Personnel System.

ARTICLE XII WORKING OUT OF CLASSIFICATION

- 12.1 In the event that any employee at the direction of the Sheriff or his designee, is assigned to perform in a higher classification, for four (4) consecutive hours or more, the employee shall be paid a five (5) percent premium or the maximum of the higher classification's pay scale (whichever is less) for hours worked in the higher classification.
- 12.2 Officer of the Day: In the absence of the Sheriff, Chief Deputy, Captain, and in the absence of the duty Sergeant, the Sheriff or his designee, will assign one full-time (as defined in section 3.11) deputy on duty as the Officer of the Day to provide leadership and work direction to the other deputies. The assigned Officer of the Day shall be paid one dollar (\$1.00) per hour or starting Sergeant pay (whichever is less) for all hours worked in this capacity during normally scheduled Sergeant work hours. Seniority will not be a factor considered in this assignment.
- 12.3 Full-time deputies currently on a corrective action plan, performance improvement plan, in the disciplinary process, or with disciplinary letters less than 12 months old, are not qualified for the OOD, unless the Sheriff decides otherwise. If no qualified on-duty full-time deputies are available, the Sheriff or his designee will assign another officer on duty to fulfill the OOD.

ARTICLE XIII HOURS OF WORK - OVERTIME

- 13.1 The normal work year is two thousand eighty (2080) hours to be accounted for by each employee through:
- a. Hours worked on assigned shifts
 - b. Authorized leave time
 - c. Assigned training

d. Holidays

Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

13.2 Overtime. Work performed by employees under the following conditions shall be considered overtime and the employee shall be compensated at one and one-half (1½) times the employee's regular base pay rate:

- a. Deputies and Sergeants: All hours worked in excess of the eight (8) hour, ten (10) hour, or twelve (12) hour shift that the employee is working.
- b. All hours in excess of 80 hours per pay period.
- c. Compensatory Time Off. Compensatory time off shall be taken and used only with the prior approval of the Sheriff. The employer will keep and record individual compensatory time earned and taken. All hours worked in excess of a 80 hour pay period shall be compensated in cash at the rate of one and one-half (1½) times the employee's regular hourly rate or in compensatory time off as set forth herein. Compensatory time off shall:
 1. Be earned like overtime
 2. Be accrued to a maximum of eighty (80) hours and be allowed to maintain 80 hours.
 3. Be requested at the employee's option instead of overtime pay with the final decision being at the discretion of the Sheriff.

Because of the duties of the investigator position, investigators may be required to work rotating shifts, nights, weekends, and holidays with erratic meal periods. The employer may need to adjust the 8 hour work shift to accommodate the activities of the office. The employee may also adjust his or her schedule to accommodate the activities of the office with prior approval of the Sheriff or his or her designee.

Under no circumstances may compensation be paid more than once for the same hours under any provisions of this agreement.

13.3 Call-Back. The employer shall have the right to call-back employees to duty.

- a. Employees who are off duty and who are called back to duty and who commence work at a time other than their scheduled work shift, which is not contiguous to a scheduled work shift, shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly pay rate for all hours worked, or a minimum of two (2) hours at the overtime rate, whichever is greater.

- b. In the event that it is necessary to call-back employees, the call-back opportunity shall be offered by seniority to employees within the job classification in which the Employer has determined a call-back opportunity exists, when time and circumstances permit. If there are no volunteers for call-back duty, the Employer shall have the right to call-back employees, by inverse seniority.

ARTICLE XIV COURT TIME AND CALL BACK

- 14.1 An employee who is required to appear in court or is not given a 24 hour notice of cancellation or who is called to duty during off duty time shall receive a minimum of two (2) hours of pay at time and one-half (1 ½). An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum. Overtime provisions would apply.

ARTICLE XV SHIFT DIFFERENTIAL

- 15.1 Effective January 1, 2016, an employee working between the hours of 6:00 p.m. and 6:00 a.m. shall receive an additional \$.85 per hour shift differential. Effective January 1, 2017, an employee working between the hours of 6:00 p.m. and 6:00 a.m. shall receive an additional \$.90 per hour shift differential. Effective January 1, 2018, an employee working between the the hours of 6:00 p.m. and 6:00 a.m. shall receive an additional \$1.00 per hour shift differential.

ARTICLE XVI FIELD TRAINING OFFICER

- 16.1 Employees who are assigned by the Sergeant, Captain, Chief Deputy, or Sheriff as a Field Training Officer (FTO) shall receive an additional \$1.10 per hour for hours that they perform that assigned training function.
- 16.2 Use of Force (PPCT)/First Responder/CPR/Fire Arms Instructor: An employee trained in and providing these trainings shall receive an additional \$1.10 per hour for all hours actually conducting these trainings. Set-up time on the day of the training and breaks in between groups the day of the training will be included in this pay. This does not include other preparation or recertification time.

ARTICLE XVII MILEAGE

- 17.1 Any reimbursement for mileage for the use of a private vehicle on work related activities, must have prior approval by the Sheriff or his designee, shall be at the rate received by other county employees.

ARTICLE XVIII CLOTHING ALLOWANCE AND MAINTENANCE

- 18.1 The Employer will provide the initial uniform to new employees. See addendum for list of articles. Following the completion of twelve (12) months of employment, employees will receive the clothing and maintenance allowance as set forth in Section 19.2.
- 18.2 The Employer will provide seven hundred and fifty dollars (\$750.00) annually to replace and maintain articles of the uniform.

For employees not working a full calendar year, but a minimum of 120 hours in a six (6) month period, this amount will be adjusted on a pro rata basis. The allowance will be paid on a separate check in two (2) equal installments in January and July. If an employee leaves employment during the year, any paid uniform allowance will be prorated and taken from the last pay check.

- 18.3 Items damaged beyond reasonable repair in the line of duty through no fault of the employee shall be replaced by the employer when accompanied by appropriate documentation.
- 18.4 In the event the County should determine a Ship's Store for uniforms would better serve the needs of the department, it will be established and a minimum of three (3) months notice will be given.

ARTICLE XIX HOLIDAYS

- 19.1 Full-time employees covered by this Agreement shall receive the following paid holidays

<u>Date</u>	<u>Holiday Celebrated</u>
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving	Thanksgiving Friday
December 24 - 1/2 day	Christmas Eve Day
December 25	Christmas Day

- 19.2 Holiday pay for employees working on a holiday shall be provided as follows:
 - a. The Sheriff retains the right to schedule employees, and to assign employees to work on designated holidays.

- b. Employees who are assigned to work on a designated holiday, shall receive additional time and one-half (1½) for all hours worked. Employees who are assigned to work on Christmas Day shall be paid two (2) times the regular base pay for all hour worked. For purposes of computing holiday pay, an employee's shift starts at 12:01 a.m.
- c. Employees shall receive on the first (1st) pay period in December of each year the ten and one-half (10½) days of holiday pay.

19.3 Holidays that fall on Sunday shall be observed on Monday by those employees working Monday through Friday. Holidays falling on Saturday shall be observed the preceding Friday by those employees working Monday through Friday.

ARTICLE XX LEAVES OF ABSENCE

20.1 All requests for leaves of absence totaling thirty-one (31) days or more, shall be forwarded to the Employee Relations Office by the Sheriff. Leave requests totaling thirty (30) days or less shall be approved by the Sheriff. An employee may request a sequence of leaves, including the use of accrued PTO leave when appropriate, which will result in a combination of both paid and unpaid leave provided that the accrued PTO leave is used prior to the commencement of the relevant unpaid leave. Salary review dates will be adjusted for unpaid leaves of absence in excess of thirty (30) days.

- a. Employees on paid leave of absence shall receive the same regular compensation and benefits they would otherwise receive had the leave day(s) been covered by earned PTO time.
- b. Employees on unpaid leaves of absence shall not be compensated for any work day or holiday which occurs during their leave of absence, nor shall said employees earn any other benefits, privilege or right on an unpaid leave day.
- c. PTO time shall not accumulate during any unpaid leave of absence, but accrued amounts of both shall remain on record at the inception of the leave and shall resume upon the return of the employee. Seniority shall continue to accrue during unpaid leaves of absence of thirty (30) days or less. Except where otherwise provided by law, Employer-paid insurance benefits described in Article XXI shall terminate at the end of the month during which any unpaid leave of absence commences unless the employee requests in writing to the Employee Relations Office that the benefits continue at the employee's own expense. Employer-paid insurance benefits shall be reinstated on the first work day of the first full month following return to employment. If the first day of the month is the first day of return to employment, paid insurance benefits shall commence

immediately.

20.2 Types of Leave.

- a. Family and Medical Leave Act (FMLA) An employee who has been employed for at least one (1) year and who has worked for at least 1,250 hours during that time, shall be eligible for a leave of absence pursuant to the FMLA. The terms regarding such leave shall be governed by the provisions of the County's FMLA plan adopted by the County Board.
- b. Employees who are members of any reserve component of the military forces of the United States shall be granted paid military leave not to exceed fifteen (15) work days in one year in order to go on active duty for such training periods as are necessary in fulfilling participation in a reserve training program. All requests for military leave shall be presented to the Employer within one (1) week of the employee receiving military orders. Copies of military orders requiring leave shall be submitted to the Employee Relations Office prior to the approval of the leave. An employee may supplement an approved military leave with either approved use of PTO or approved personal leave.

All existing federal and state statutes applicable to the rights of any employee who is on leave of absence from the Employer for military service shall be applicable under this Agreement.

- c. Employees subpoenaed as witnesses for employment related actions or called and selected for jury duty shall be granted paid court duty leave. Pay received for jury or witness duty must be given to the County by the employee. Pay for expenses may be kept by the employee.
- d. An employee may request an unpaid disability leave in the event that any mental or physical illness, injury or condition (including pregnancy) renders the employee unable to safely perform normal duties. Said request shall be accompanied by a physician's statement which (1) identifies the disability, (2) indicates the date on which the employee will become or became unable to perform regular duties, and (3) the date on which the employee will be able to return to work. The Employer reserves the right to require that any employee requesting or engaging in a disability leave submit additional medical documentation or undergo a medical examination by a physician selected by the Employer (at Employer's expense).

No disability leave shall, under any circumstances, extend beyond the period of the employee's actual disability.

All employees returning from disability leave shall submit a physicians' statement

which indicates what duties the employee is safely able to perform.

For the purposes of this provision, an employee who is receiving disability related compensation from the Employer or any other secondary source while on disability leave, will be regarded as on unpaid leave but will continue to accrue seniority and tenure.

Except in unusual circumstances, a disability leave of absence shall not exceed two (2) years from the beginning of such leave. If an employee is rehired after expiration of a disability leave the employee's seniority dates for purposes of benefit accrual shall be the date in effect as of commencement of the leave.

- e. A personal leave is an unpaid leave of absence granted at the approval of the Employer for any reasonable purpose. Personal leaves may be granted for a period up to six (6) months. Leaves may be extended to a maximum of six (6) additional months. The employee on leave will supply the Employer with an updated address. The Employer may terminate the personal leave upon determination that leave time is not being utilized under the terms by which it was granted. In the event a personal leave is terminated or ends of its own accord, the employee will be notified. An employee returning from an approved leave of absence of less than sixty (60) calendar days will be returned to the position previously held, contingent upon its continued existence.

20.3 Requests for leaves of absence shall be granted or denied on the basis of the following factors:

- a. Applicable state and federal laws and regulations;
- b. The length of the requested leave not to exceed 12 months;
- c. The current and projected work load of the affected department;
- d. The expense and availability of any required replacement; and
- e. Any other legitimate business needs of the Employer.

20.4 Except as otherwise provided herein, upon completion of the leave of absence the Employer will, when practicable, return the employee to the position held prior to the commencement of the leave; if said position is no longer available, the Employer will offer the employee another available position for which the employee is eligible. An employee returning from an approved leave of absence of sixty (60) days or more will be assigned the first available position in the employee's classification in the event the Employer has elected to fill the employee's previously held position with a regular

appointment. If no position is available in the employee's classification, the employee may bump the least senior employee in the classification pursuant to Article VIII. When a personal leave is taken in conjunction with PTO, the PTO shall be applied first prior to any personal leave.

ARTICLE XXI INSURANCE

- 21.1 The employer shall furnish and pay for a group medical plan on each employee and a group life insurance plan in the face amount of Twenty Thousand (\$20,000.00) dollars per employee as found on Schedule C (See Addendum). Dodge County agrees to maintain an insurance committee to recommend annual changes in the group health and life insurance plans. The Union will select one employee to represent its membership on the committee. In the event the County adopts plan changes, the Union agrees to participate on the same basis as other employees.
- 21.2 An employee receiving compensation, under Workers' Compensation, will be processed in the following manner, which applies only so long as the employee has accumulated unused leave.
- a. The employee will keep the Workers' Compensation check and provide the payroll department with a copy of the check.
 - b. The County will pay the employee the difference between the Workers' Compensation check and full salary.
 - c. The employee's accrued leave will be reduced by the amount of pay in (b) translated into hours and days.

If an employee does not wish to have accumulated leave reduced through the process described above, such employee may choose the option of declining compensation by the Employer and retain of the Workers' Compensation checks. A doctor's certificate shall be required to show the ability to work at the former job classification.

- 21.3 Benefits are provided under the Minnesota Workers' Compensation law for each separate incident of personal injury arising out of and in the course of employment with the Dodge County Sheriff's Department.

Each employee shall receive disability (from accrued unused leave; i.e. PTO) pay to equalize the employees normal salary, not to include any premium pay. Disability pay shall not apply to an employee who was injured while in the employment of someone other than Dodge County. Disability pay shall be subject to all state and federal tax laws and Public Employee Retirement Act regulations. At no time shall the combination of an employee's workers compensation benefits and disability benefits exceed the net wages

the employee would have received at the time of injury, providing all wages and deductions remain the same.

ARTICLE XXII PAID TIME OFF

22.1 Application of the County PTO policy for LELS covered Employees participating in PTO

- a. An employee who requests PTO in writing prior to May 1 and is denied, in writing, and a documented attempt to reschedule has also been denied will be allowed to exceed the limit of 480 hours by the number of hours denied. That allowed carryover must be used by January 1 of the following year.
- b. Short-term disability leave will be paid at 80% of the qualifying employees salary at the time of the event between the 41st hour and 90th day of the leave. Employees must use 40 consecutive hours of PTO or be non-compensated prior to utilizing STD.

Maternity Leave (normal delivery), for STD usage purposes, is considered six weeks in length. Any additional time exceeding the six weeks would be without pay or paid by utilizing banked PTO days.

Paternity Leave will be granted when medically necessary and the request must accompany appropriate medical documentation.

Disability Leaves will only be approved when a Physician Statement is received stating the purpose for the leave. A statement attesting to the employee's ability to return to work may also be required before the employee returns to work. The employer has the right to request a 2nd opinion at the employers' expense.

Employees will become eligible for STDL and LTD as dictated by the policy in the Dodge County Personnel Manual. Eligible persons will be covered on long-term disability effective on the first of the month following or coinciding with 60 days following the date of full-time employment. Short-term Disability Leave coverage will be effective the first of the month following 12 months of full-time employment for all employees becoming full-time on or after January 1, 2014.

- c. Retiring employees hired prior to January 1, 2008 are eligible to continue health benefits under the following conditions after retirement if they have applied for and will receive retirement benefits from PERA and/or Social Security. The Employee must have completed 15 years of employment in the Sheriff's Department for five years of continued benefits. The Employee will be eligible to receive these benefits for the years indicated above or until Age 65 whichever comes first. These benefits will be provided in a manner equal to current retirees

of the County (core plan). Retirees will be subject to any changes in costs or benefits which affect other Dodge County employees.

- d. Retiring employees hired after to January 1, 2008 are eligible to continue health benefits under the following conditions after retirement if they have applied for and will receive retirement benefits from PERA and/or Social Security. The employee must have completed 20 years of employment in the Sheriff's Department to receive a maximum of four hundred and fifty dollars (\$450.00) contribution per month towards the cost of continued health coverage with Dodge County for the five years following retirement. Retirees will be responsible for the additional cost of the coverage. The employee will be eligible to receive these benefits for the years indicated above or until Age 65 whichever comes first.

22.2 Since PTO provides a necessary period of rest, and relaxation, all employees are expected to take their accumulated PTO within the year following accrual. Unused PTO leave may be accumulated to a 480 hour maximum. Employees may earn more than 480 hours in any calendar year but must take all time over 480 hours by December 31 of each year or lose it. Every effort should be made by the Sheriff or his/her designee to encourage the employee to take the PTO earned during the year in which it was earned. Every effort should be made by the Sheriff or his/her designee to schedule the work load so that PTO is possible for every eligible employee. Employees may not accrue PTO beyond the maximums as set forth above. Any proposed reductions in the PTO accrual rates will be negotiated with the union.

22.3 PTO preferences which have been communicated in writing to the Sheriff or his/her designee by March 1 of each year shall be granted on the basis of seniority. PTO requests submitted in writing thereafter shall be granted on the basis of first come first served. For the purpose, of this section, PTO days shall not include normally scheduled days off. The Sheriff or his/her designee shall approve or deny PTO requests by May 1 of each calendar year for PTO by seniority.

22.4 When the use of PTO is immediate, the Employee must notify the Sheriff or his/her designee of the need for leave at the earliest possible moment and preferably before the start of the scheduled working hours. Failure to make a diligent effort to give such notice may result in a payroll deduction of such time taken.

ARTICLE XXIII SCHOOLING

23.1 The Employer will pay for costs of P.O.S.T. legislated schools. Determination of validity of the required school shall be made by the Sheriff. Time spent in mandated training sessions, unless shift scheduling allows on-duty attendance will be paid at the overtime rate if overtime is warranted.

The duty status of officers attending training will be determined, in advance, between the officer and Sheriff's Office Administration. Generally the following guidelines will be followed:

Mandatory Training: These are training programs, which are required by law, POST Board or by the Sheriff's Office, and enhance the efficient operation of the department and are usually a condition of employment; as well as program Instructor re-certifications. If scheduled while off duty, regular overtime provisions apply.

Recommended Training: Training courses for which officers may apply which offer a direct benefit to the department and the officer. Officers who apply and are approved may attend when on-duty if approved by the Sheriff. Any such recommended training must have all details of duty status and expenses agreed to by both the officer and the Sheriff's Office Administration prior to approval. Officers who attend training without an agreement in advance will do so on their own time and expense.

- a. The Sheriff's Office Administration may change the officers off time within any pay period to accommodate recommended training.
- b. If the officer's schedule cannot be flexed within the same pay period to accommodate training on duty, the Sheriff's Office Administration staff will decide whether the officer is sent to the training, regular overtime provisions applying, or if the officer is not sent to the training at this time.

All training requests must have the approval of the Sheriff's Office Administration in advance of the training. Training of any type is subject to:

- a) Availability of personnel
- b) Availability of training funds
- c) Number of officers trained in that area
- d) If the training is remedial in nature
- e) If the officer is best suited to receive the type of training.

23.2 Non-required classroom training may be available to Deputies within the scheduled work week if determined appropriate by the Sheriff. The Sheriff may limit eligibility for training leave under this provision not to be less than the P.O.S.T. continuing education mandates.

23.3 The employer will pay 100% of an Employee's POST license fee when proof of renewal is submitted to the finance department.

ARTICLE XXIV TRIAL WORK PERIOD

- 24.1 All newly hired or rehired employees will serve a twelve (12) month trial work period. Employees who are promoted from within the Dodge County Sheriff's Department will serve a three (3) month trial work period.
- 24.2 All employees will serve a trial work period in any job classification in which the employee has not served a trial work period.
- 24.3 At any time during the trial work period, a newly hired or rehired employee may be terminated at the sole discretion of the employer without recourse to the grievance procedure.
- 24.4 At any time during the trial work period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the employer.
- 24.5 PTO benefits shall be earned during a trial work period and may be used by the employee.

ARTICLE XXV LEGAL SERVICES

- 25.1 The County shall defend and indemnify employees sued for alleged acts or omissions arising out of or occurring within the scope of such employee's employment of official duties up to the maximum limits established by Minn. Stat. 466.

ARTICLE XXVI AMENDMENTS

- 26.1 Amendments may be made to this Agreement at any time by resolution of the Employer and the Union.

ARTICLE XXVII WAGE RATES

- 27.1 Subject to County Employee Relations Manual, full-time employees, upon satisfactory performance, will be eligible for salary increase upon completion of the initial twelve (12) month evaluation period and subject to the Union Contract.

ARTICLE XXVIII DURATION


- 28.1 This Agreement shall remain in full force and effect for a period commencing January 1, 2016 through December 31, 2018, and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act. If either party desires to modify or amend the Agreement commencing January 1, 2019, written notice of such intent shall be given on or before September 1, 2018.

28.2 This agreement constitutes the full and complete agreement between the County and the Union representing the employees in the appropriate bargaining unit covered by this agreement. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Any term or condition of employment not explicitly established by this agreement shall remain with the County to establish, modify, or eliminate, including applying a definition to any term not expressly defined in the agreement.

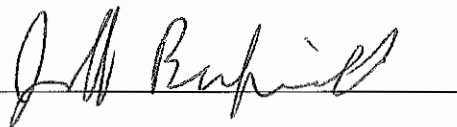
28.3 If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. In the event that any Article or Section is held invalid, the parties affected shall upon written notice by either the Employer or the Union, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement thereof.

IN WITNESS WHEREOF the undersigned have caused this agreement to be executed this 22nd day of December, 2015.

FOR LAW ENFORCEMENT LABOR SERVICES, INC.








FOR DODGE COUNTY:



County Board Chair



County Administrator


Employee Relations Director

*A copy of the PTO plan is attached but may be modified with the consent of the insurance committee or enhanced during the term of the agreement.

APPENDIX A

*** Wage Scale effective January 1, 2016 (Represents a 2.00% Increase)**

	Start	12	24	36	48	60	72	84	96	120
Deputy	\$ 21.55	\$ 22.29	\$ 23.86	\$ 25.53	\$ 26.42	\$ 27.31	\$ 27.96	\$ 28.65	29.22	\$ 29.80
Sergeant	\$ 30.60	\$ 31.22	\$ 31.74	\$ 32.23	\$ 33.05	\$ 33.70	\$ 34.37			
Investigator	\$ 30.60	\$ 31.22	\$ 31.74	\$ 32.23	\$ 33.05	\$ 33.70	\$ 34.37			

*** Wage Scale effective January 1, 2017 (Represents a 2.25% Increase)**

	Start	12	24	36	48	60	72	84	96	120
Deputy	\$ 22.03	\$ 22.79	\$ 24.39	\$ 26.11	\$ 27.01	\$ 27.92	\$ 28.59	\$ 29.30	\$ 29.88	\$ 30.47
Sergeant	\$ 31.29	\$ 31.92	\$ 32.46	\$ 32.96	\$ 33.79	\$ 34.46	\$ 35.15			
Investigator	\$ 31.29	\$ 31.92	\$ 32.46	\$ 32.96	\$ 33.79	\$ 34.46	\$ 35.15			

*** Wage Scale effective January 1, 2018 (Represents a 2.75% Increase)**

	Start	12	24	36	48	60	72	84	96	120
Deputy	\$ 22.64	\$ 23.42	\$ 25.07	\$ 26.82	\$ 27.76	\$ 28.69	\$ 29.37	\$ 30.10	\$ 30.70	\$ 31.31
Sergeant	\$ 32.15	\$ 32.80	\$ 33.35	\$ 33.86	\$ 34.72	\$ 35.41	\$ 36.11			
Investigator	\$ 32.15	\$ 32.80	\$ 33.35	\$ 33.86	\$ 34.72	\$ 35.41	\$ 36.11			

*In the event the hourly rate exceeds the allowable maximum salary for the position under Dodge County's Compensation Plan, the amount which exceeds the hourly maximum will be paid in lump sum payments each pay period, not added to the base wage.

Upon promotion Patrol Sergeants and Investigators will begin at the start wage of their new classification.