

**AGREEMENT**

**between**

**SHERBURNE COUNTY**

**and**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
Patrol/Investigations Unit**

**January 1, 2016- December 31, 2018**

## TABLE OF CONTENTS

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
I.	Purpose of Agreement .....	3
II.	Recognition .....	3
III.	Definitions .....	4
IV.	Employer Security .....	5
V.	Employer Authority .....	5
VI.	Union Security .....	5
VII.	Employee Rights - Grievance Procedure .....	6
VIII.	Savings Clause .....	8
IX.	Seniority .....	8
X.	Discipline .....	9
XI.	Constitutional Protection .....	10
XII.	Work Schedule .....	10
XIII.	Overtime .....	11
XIV.	Court Time .....	12
XV.	Call Back Time .....	12
XVI.	Working Out of Classification .....	12
XVII.	Standby Time .....	12
XVIII.	Extended Sick Leave Bank .....	13
XIX.	Paid Time Off.....	14
XX	Cafeteria Benefit Plan .....	18
XXI.	Uniforms .....	19
XXII.	Holidays .....	20
XXIII.	Injury on Duty .....	21
XXIV.	Training .....	21
XXV.	Compensation Plan .....	21
XXVI.	Duration .....	22
	Signature Page .....	22

ATTACHMENTS: Appendix A - Miscellaneous Compensation Plan Provisions  
Appendix A-1 Pay Plan

ARTICLE I  
PURPOSE OF AGREEMENT

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

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

ARTICLE II  
RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 8, for employees of the Sherburne County bargaining unit identified by the Bureau of Mediation Services Unit Clarification Order dated January 4, 2011 Case Number 11PCL0497 and described as:

All essential licensed employees in the position of Investigator and Patrol Deputy 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 supervisory and confidential employees.

- 2.2 Part time or temporary employees excluded from the definition of "public employee" contained in Minnesota Statutes, 179A.03, subd. 14, as amended, are excluded from the unit.
- 2.3 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III  
DEFINITIONS

- 3.1 UNION: 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 DEPARTMENT: The Sherburne County Sheriff's Department.
- 3.5 EMPLOYER: The County of Sherburne, Minnesota. The Employer signatories to this Agreement 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. The Sheriff shall be designated as the appointing authority and as the sole employer designated representative for all grievance matters involving decisions relating to determining just cause for discipline, including reprimands, demotions, suspensions or discharge, and for all matters involving direction and scheduling of employees.
- 3.6 SHERIFF: The Sheriff of Sherburne County, Minnesota.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local No. 158.
- 3.8 OVERTIME: Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive eight (8), eight and one half (8½), ten (10) or twelve (12) hour work period , as determined by the County Sheriff, including break periods.
- 3.10 REST AND LUNCH BREAKS: Break periods during the scheduled shift may be taken according to the following schedule:

Eight hour shift – 60 minutes  
Eight and one-half (8½) hour shift – 60 minutes  
Ten (10) hour shift – 75 minutes  
Twelve (12) hour shift – 90 minutes

During rest and lunch breaks the employee remains on continual duty and is responsible for assigned duties.

- 3.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE IV  
EMPLOYER SECURITY

The Union agrees that during the life of this Agreement the Union will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer.

ARTICLE V  
EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 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.

ARTICLE VI  
UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE VII  
EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 DEFINITION OF A GRIEVANCE. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 UNION REPRESENTATIVE. 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 this Agreement.
- 7.3 PROCESSING OF A GRIEVANCE. It is recognized and accepted by the Union and the Employer that the processing of grievances, as 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 PROCEDURE. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present, in writing, such grievance to the employee's supervisor as designated by the Employer. The supervisor 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 provisions or provision of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union to the Chief Deputy Sheriff and discussed. The Chief Deputy 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 Chief Deputy's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

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

Step 3a. If the parties are unable to reach agreement within ten (10) days after the Step 3 meeting, the parties may mutually request mediation from the State Bureau of Mediation Services. If resolution of the grievance is not reached through mediation the parties will proceed to Step 4.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Bureau of Mediation Services. If the Union does not request striking of names within twenty-one (21) calendar days following receipt of a list of arbitrators, the grievance involved shall be considered waived.

## 7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made provided it pays for the records. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 7.6 WAIVER. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied 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 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. 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 SAVINGS CLAUSE

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

#### ARTICLE IX SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous full-time employment in a position within the 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.



- 9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the Employer. The probation period on initial employment and on promotion shall be one (1) year. The Employer agrees to publish and post procedures for promotion, including promotion to supervisory levels. Employees promoted to supervisory positions within the department shall retain seniority in the classification from which promoted.
- 9.3 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.
- 9.4 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year.
- 9.5 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.

#### ARTICLE X DISCIPLINE

- 10.1 The Employer shall discipline employees for just cause only. Discipline shall be in one of the following forms:
- a) oral reprimand
  - b) written reprimand
  - c) suspension
  - d) demotion, or
  - e) discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this Article and involving suspension, demotion or discharge, shall be initiated by the Union in Step 3 of the Grievance Procedure under ARTICLE VII.

ARTICLE XI  
CONSTITUTIONAL PROTECTION

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

ARTICLE XII  
WORK SCHEDULE

- 12.1 The normal work year will be thirteen (13) twenty-eight (28) day work rosters. Each employee will be required to work 2080 hours per year. This will be accomplished through:
  - a) hours worked on assigned shifts including holidays worked;
  - b) assigned training or hours worked and designated by employee to reach required 2080;
  - c) authorized leave time.
- 12.2 Employees not accomplishing the required 2080 hours of work will be required to use accumulated Paid Time Off (PTO) or accumulated compensatory time to make up the required 2080 hours.
- 12.3 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.

ARTICLE XIII  
OVERTIME

- 13.1 Employees will be compensated at one and one-half (1-1/2) 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.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by employees will, for record purposes under Section 13.2, be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.6 Employees have an obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the employee from so working.
- 13.7 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 will be 160 hours.
  - 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 deciding on 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.
  - 3) One hour compensatory time per day will be provided to those employees designated by the employer as the primary training officer during the formal training period for new employees.
  - 4) During slack periods in departmental operations, the Department Head may require employees to take time off to reduce accumulated hours of compensatory time.

ARTICLE XIV  
COURT TIME

- 14.1 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 (1-1/2) 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.
- 14.2 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.

ARTICLE XV  
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 (1-1/2) 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 (1-1/2) until his/her regular shift begins.

ARTICLE XVI  
WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification for one (1) work period or more shall receive the salary of the higher classification for the duration of the assignment.

ARTICLE XVII  
STANDBY TIME

Employees required by the Employer or his/her designee to standby shall be paid for such standby time at the rate of one hour pay for each hour on standby. Such orders shall be logged in the Sheriff's radio log or shall be in writing when reasonably practicable.

ARTICLE XVIII  
EXTENDED SICK LEAVE BANK

- 18.1 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 nursing care.
- 18.4 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.
- 18.5 Misuse of the Extended Sick Leave Bank benefit shall be just cause for disciplinary action as provided by ARTICLE X (DISCIPLINE).
- 18.6 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 as provided in ARTICLE X (DISCIPLINE).
- 18.7 Severance Pay. Twenty-five percent (25%) of accumulated Extended Sick Leave Bank (maximum 200 hours) will be paid to any covered employee or the employee's estate upon termination in good standing.
- 18.8 Retirement. 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.
- 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.

- 18.9 The Employer and the Union agree that the Family and Medical Leave Policy as set forth in Section 7.4.5 of the Sherburne County Personnel Rules and Policies shall apply to members of this bargaining unit.

ARTICLE XIX  
PAID TIME OFF (PTO) LEAVE

- 19.1 Employees shall earn paid PTO at the following rate:

<u>Years of Service</u>	<u>Hours</u>	<u>Annual Accrual Rate</u>
0- 4 Yrs.	0 - 8,320	168 hours
5- 9 Yrs.	8,321 - 18,720	192 hours
10-14 Yrs.	18,721 - 29,120	216 hours
15-19 Yrs.	29,121 - 39,520	240 hours
20+ Yrs.	39,521 -	264 hours

- 19.2 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.
- 19.3 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.
- 19.4 PTO is accrued bi-weekly and may be used subsequent to being earned in increments of not less than 15 minutes.
- 19.5 PTO can be utilized for any purpose, subject only to necessary request and approval procedures consistent with departmental policy and this labor agreement.
- 19.5 Non-emergency use of PTO must be requested in advance according to departmental policies. Emergency use may require documentation of the emergency. Non-scheduled PTO requests may be denied. Failure to follow departmental policies regarding advance approval or appropriate emergency use of PTO will subject the employee to disciplinary action consistent with this bargaining agreement.
- 19.6 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 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.

- 19.7 Maximum carry-over of PTO from one year to the next is seven hundred (700) hours.
- 19.8 **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.
- 19.9 **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.

19.10 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.



- 19.11 **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.
- 19.12 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 added to that employee's accrual. 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 for those employees with less than 20 years longevity with Sherburne County and up to 24 hours for those with 20 or more years longevity. 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.
- 19.13 Post Employment Health Care Savings Plan. Effective January 1, 2010 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:

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.

ARTICLE XX  
CAFETERIA BENEFIT PLAN

- 20.1 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.
- 20.2 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.

- 20.3 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.
- 20.4 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.

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

20.6 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 XXI UNIFORMS

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

- 1 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
- 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.

21.2 The Employer agrees to provide each employee an annual uniform allowance of \$1,131.00. Fifty percent of the annual uniform allowance shall be paid with the first full payroll period in March of each year, and the remaining fifty percent of the annual uniform allowance shall be paid 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.

- 21.3 Uniforms as listed in 21.1 damaged in the line of duty shall be reported to the Sheriff and shall be replaced at no expense to the employee.
- 21.4 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.
- 21.5 Personal items damaged in the line of duty such as eyeglasses, wristwatches, gloves, etc. not included in the items listed in 21.1 and not covered by any insurance will be the responsibility of the employee.
- 21.6 Uniforms shall not be used by employees for off-duty activities.

ARTICLE XXII  
HOLIDAYS

- 22.1 Ten (10) normal work days during a calendar year shall be considered paid holidays for full-time employees.
- 22.2 For full-time employees scheduled to work a normal Monday through Friday work week, the following holidays shall be observed:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in Jan.
President's Day	3rd Monday in Feb.
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in Sept.
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thurs. in Nov.
Friday after Thanksgiving	
Christmas Day	December 25

When a holiday falls on a Sunday, the following Monday shall be observed.  
When a holiday falls on a Saturday, the previous Friday shall be observed.

- 22.3 Employees whose positions require a seven day per week schedule shall not observe holidays on the calendar days at which they appear. In lieu thereof, the Employer will provide the holiday benefit by making a cash payment to such employees with the first paycheck in December of each calendar year, on the basis of straight time. 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 (1/2) hour's pay for each hour worked on the holidays listed in Section 22.3.

ARTICLE XXIII  
INJURY ON DUTY

The Employer shall grant full salary to any employee who is injured while on duty, through no fault of the employee, for thirty (30) days provided a doctor's certificate is filed with the County Auditor stating that the employee is not able to return to work during the thirty (30) day period. The County Board 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 his/her injury on the job. 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 (2) shall equal the employee's regular salary.

ARTICLE XXIV  
TRAINING

- 24.1 The Employer shall provide sixteen (16) hours of in-service training annually for each covered employee. Employees on duty may be assigned to attend 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, including travel time, provided that employees will be paid, at a maximum, the hours of the employees' full shift for off-duty training and travel time. Some training may be mandatory and, if so, the employees will be so notified. All sessions not declared mandatory shall be voluntarily attended by those who wish to attend.
- 24.2 One hour compensatory time per day will be provided to those employees designated by the employer as the primary training officer during the formal training period for new employees.

ARTICLE XXV  
COMPENSATION PLAN

The Compensation Plan applicable to employees covered by this Agreement is set forth on APPENDIX A and A-1 attached hereto and hereby made a part of this Agreement.

ARTICLE XXVI  
DURATION

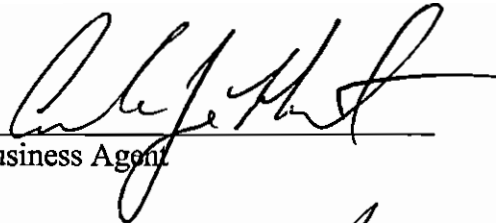
This Agreement shall be effective as of the first full day of January 1, 2016, and shall remain in full force and effect until December 31, 2018.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 12/14 day of April, 2016.

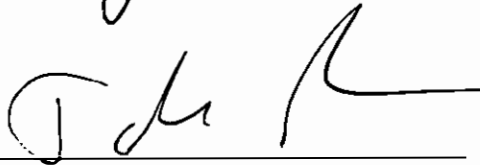
**FOR SHERBURNE COUNTY:**

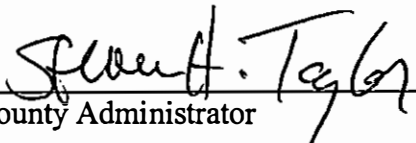
**LAW ENFORCEMENT LABOR SERVICES, INC.**

  
\_\_\_\_\_  
Chair, Sherburne County  
Board of Commissioners

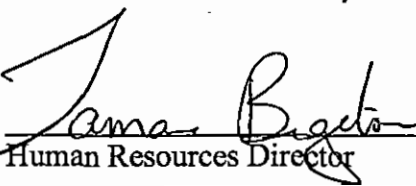
  
\_\_\_\_\_  
Business Agent

  
\_\_\_\_\_  
Sherburne County Sheriff

  
\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
Human Resources Director

**MISCELLANEOUS COMPENSATION  
PLAN PROVISIONS**

1. An employee promoted during the term of this Agreement will, effective with the start of the first payroll period following 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. In no case, shall a promotion place an employee above the Range Maximum applicable to the promoted position.
2. Range movement may be denied by the Employer for just cause. If denied, the affected employee shall be notified of the reasons therefore at least ten (10) days prior to the appropriate anniversary date, and the Grievance Procedure shall apply if the employee contends that the reasons for denial are insufficient.
3. Annual Anniversary Date: Eligibility for 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 an unpaid leave of absence of more than thirty (30) days shall be upon completion of 2,080 hours of work since the last performance pay increase.
4. Each employee below Job Rate is eligible, based on the results of the performance evaluation, for a merit increase from zero to not more than 4.3% on their anniversary date.
5. For purposes of the Pay Plan, range movement or calculation of other fringe benefit eligibility, the action date for changes shall be the actual calendar date of eligibility.
6. Computation of hourly rates, where necessary for pro rata determinations, shall be based on 173.3 hours per month, 2080 hours per year.
7. Each employee at or above Job Rate of their classification is eligible, based on the results of the performance evaluation, for a merit increase from zero to not more than 2.4% on their anniversary date. No award shall result in placement above the maximum of the range.

APPENDIX A, PAGE 2

8. If a merit increase is awarded that is less than the maximum allowable increase as a result of the performance evaluation, an individual employee development plan will be prepared for the employee by the supervisor. The supervisor shall discuss the development plan with the employee and shall consider any employee comments on the plan. The employee's performance and progress with the requirements of the development plan will be reviewed and discussed with the employee and written reviews will be provided after three and six months. The employee will be eligible for the withheld merit increase effective as of the date of the review which indicates satisfactorily meeting the performance requirements of the plan. Said increases will not be retroactive and will not be considered after six months from the original eligibility date. Withholding of merit increases, all or in part, and requirements of the development plan shall not be subject to the grievance procedure.
9. Probationary Increase: Employees hired or promoted at the minimum of the pay range are eligible for a merit increase of up to 4.3% after their first six months of employment. Subsequent range movement will be on the anniversary date and then every twelve months thereafter in accordance with paragraphs two through eight above.
10. Employees shall be paid differential pay as listed below 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.  
  
2016 - \$0.80  
2017 - \$0.80  
2018 - \$0.80
11. 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.
12. The Employer and the Union agree that the Meal Expense Reimbursement Policy as set forth in Section 19.5.2.1 of the Sherburne County Personnel Rules and Policies shall apply to members of this bargaining unit.
13. Members of this bargaining unit shall be provided the option of participating in the Sherburne County Sheriff's Department Voluntary Fitness Incentive Program. Pursuant to rules promulgated by the U. S. Department of Labor in accordance with the Affordable Care Act, the fitness incentive may not exceed a figure that is 30% of the annual premium of the least expensive single health insurance plan offered by the employer.



SHERBURNE COUNTY – Sheriff Patrol/Investigations Unit  
APPENDIX A-1  
Labor Agreement – 2016 – 2018

**SALARY SCHEDULE**

**PATROL DEPUTY**

<u>Year</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
2016	\$24.88	\$31.35	\$34.83
2017	\$25.83	\$32.55	\$36.16
2018	\$26.81	\$33.78	\$37.53

**INVESTIGATOR**

<u>Year</u>	<u>Minimum</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

# MEMORANDUM OF UNDERSTANDING

The County of Sherburne

-and-

Law Enforcement Labor Services, Inc. – Patrol/Investigator Unit

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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.

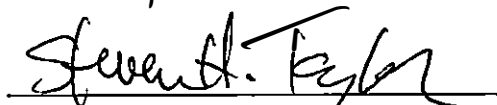
The parties agree that all provisions of the Collective Bargaining Agreement not in conflict with this Memorandum of Understanding shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 14<sup>th</sup> day of April, 2016.

FOR SHERBURNE COUNTY:



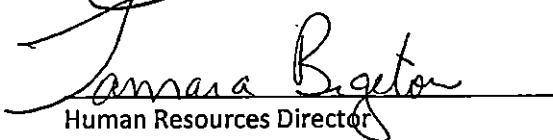
County Board Chair



County Administrator



County Sheriff

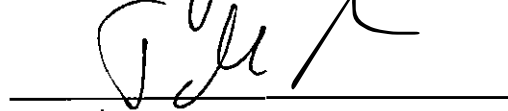


Human Resources Director

FOR LAW ENFORCEMENT LABOR  
SERVICES, INC.:



Business Agent



Steward

## MEMORANDUM OF UNDERSTANDING

**The County of Sherburne**

**- and -**

**Law Enforcement Labor Services, Inc. – Patrol/Investigator Unit**

**Term: January 1, 2016 to December 31, 2018**

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The parties agree that the provisions of paragraphs 4 and 7 of Appendix A of the Collective Bargaining Agreement for the term of January 1, 2016 through December 31, 2018 shall be interpreted to provide the maximum allowable merit salary increase (4.3%, 2.4% or maximum of range) if the performance evaluation results in a determination of fully satisfactory job performance.

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 Memo of Understanding to be executed this 14<sup>th</sup> day of April, 2016.

**FOR SHERBURNE COUNTY:**



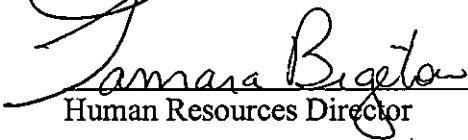
County Board Chair



County Administrator



County Sheriff



Human Resources Director

**FOR LAW ENFORCEMENT LABOR SERVICES, INC.**



Business Agent



Steward

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# MEMORANDUM OF UNDERSTANDING

The County of Sherburne

-and-

Law Enforcement Labor Services, Inc. – Patrol/Investigator Unit

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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.

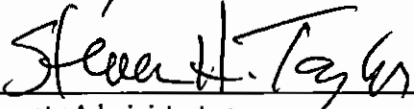
The parties agree that the rotating Investigator Out-of-Class Assignment shall be taken into consideration when determining the employees who meet the lump sum payment criteria. The determination of who shall receive the lump sum payment shall be made by looking at the classification/assignment the employee is in on January 1 for the years 2016, 2017 and 2018.

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.

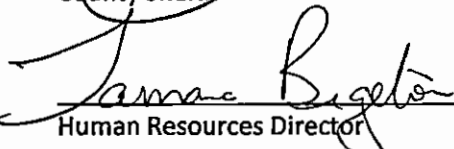
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 14<sup>th</sup> day of April, 2016.

FOR SHERBURNE COUNTY:

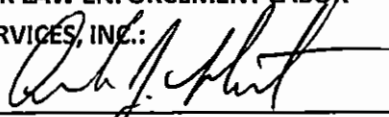
  
\_\_\_\_\_  
County Board Chair

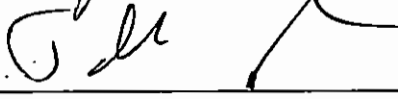
  
\_\_\_\_\_  
County Administrator

  
\_\_\_\_\_  
County Sheriff

  
\_\_\_\_\_  
Human Resources Director

FOR LAW ENFORCEMENT LABOR  
SERVICES, INC.:

  
\_\_\_\_\_  
Business Agent

  
\_\_\_\_\_  
Steward