

**AGREEMENT
BETWEEN
COOK COUNTY
AND
COOK COUNTY SHERIFF'S UNIT
L.E.L.S. (LOCAL #348)**



JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

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ARTICLE 1- PREAMBLE

This Agreement is entered into between the COUNTY OF COOK, MINNESOTA, hereinafter called the "Employer," and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the "Union." The provisions of this Agreement shall be effective as of, January 1, 2021 except as otherwise provided in the specific provisions of this Agreement.

ARTICLE 2- AGREEMENT PURPOSE

The purpose of this Agreement, which is entered into pursuant to the provisions of the Minnesota Public Employees Labor Relations Act of 1984, as amended, is to establish the formal agreement and understanding relative to terms and conditions of employment; to provide an equitable grievance procedure pursuant to the requirements of the Act; and thereby, to promote harmonious relations between the Employer and its covered employees in the furtherance of efficient governmental services.

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT DEFINITION

Section 1 The Employer hereby recognizes the Union as the exclusive representative of a bargaining unit consisting of all essential employees of the Cook County Sheriff's Department, Grand Marais, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees.

Section 2 The positions and names of personnel filling those positions as of the effective date of this Agreement are set forth in APPENDIX A, attached hereto and hereby made a part of this Agreement. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 3 The Employer agrees not to enter into any additional agreements with covered employees, individually or collectively, concerning terms or conditions of employment except through the Union, during the term of this Agreement.

Section 4 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leave of absence, with prior approval and without pay, for the purpose of conducting legitimate Union business when such time off will not unduly interfere with the operations of the Department. The Union may designate one (1) covered employee to act as a Steward and another covered employee to act as an alternate. The Union shall inform the Employer of the names of such employees and of any subsequent change in designation.

Section 5 The Employer agrees to deduct regular monthly dues for those employees who request, in writing, to have Union dues checked off by payroll deduction. The

Employer agrees to remit the amounts thus deducted to the Union monthly. 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 Section.

Section 6 The Employer agrees to make space available on an appropriate bulletin board for the posting of Union notices and announcements. The Employer further agrees to make space available for Union meetings when such space use and meeting times do not conflict with operations of the Department.

ARTICLE 4 - MANAGEMENT RIGHTS AND EMPLOYMENT SECURITY

Section 1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to select, assign, direct and determine the number of personnel; to establish work schedules and to perform any managerial function not specifically limited by this Agreement. All right and authority which the Employer has not specifically abridged, delegated or modified by expressed provisions in this Agreement are retained by the Employer.

Section 2 The Union, its officers and the covered employees agree that they will not engage in, encourage, sanction, support or suggest any strike or work stoppage. They agree that they will not withhold in whole or in part the full performance of their duties as employees of the Department during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1984, as amended. In the event of a violation of this Article, the Union shall join with the Employer to warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

ARTICLE 5 - NON-DISCRIMINATION

Section 1 The provisions of this Agreement shall be applied equally to all covered employees without discrimination as to race, color, creed, sex, national origin, religion, political affiliation, or any other protected class. The Union and the employees covered by this Agreement shall share equally with the Employer the responsibilities of this Article.

Section 2 Both the Employer and the Union agree that they will not discriminate against, interfere with, restrain or coerce any employee in the exercise of that employee's right to join or not to join the Union or to participate in an official capacity on behalf of the Union, in accordance with the provisions of this Agreement. The Union accepts its responsibilities as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1 For purposes of this Agreement, the term, "grievance", means any dispute between one or more covered employees and the Employer concerning, but limited to, the interpretation or application of the specific, expressed provisions of this Agreement.

Section 2 The Employer and the Union agree that the investigation and processing of grievances may be accomplished during the normal work day, without a reduction in wages or loss of leave time to the aggrieved employee or the appropriate Union Steward, provided that the investigation and processing can be accomplished consistent with employee duties and responsibilities, and provided that the employee and the Union representative have notified and received the approval of the designated supervisor, which approval shall be given if such absence is reasonable and would not be detrimental to the work programs of the Department.

Section 3 Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1 An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance to the Sheriff. The Sheriff will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer. 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 appealed, the written grievance shall be presented by the Union and discussed with the Cook County Board of Commissioners. The Cook County Board of Commissioner's representative shall give the Union the Employer's answer, in writing, within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be

appealed to Step 4 within ten (10) calendar days following the Cook County Board of Commissioner's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 3 of the grievance procedure.

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 1984, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Minnesota Bureau of Mediation Services.

Section 4 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's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.

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

Section 5 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. Grievances post-marked within the time limits herein shall be considered to have met the time limits.

Section 6 **Choice of Remedy**

If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of this ARTICLE 6 or a procedure such as Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 3 of this ARTICLE 6, the grievance is not subject to the arbitration procedure as provided in Step 3 of this ARTICLE 6. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 3 of ARTICLE 6 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of ARTICLE 6. Except that with respect to statutes under the jurisdiction of the U.S. Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 7 - DISCIPLINE PROCEDURES

Section 1 The Employer will discipline for just cause only. Disciplinary actions shall be in one or more of the following forms, based on the nature of the offense or breach of expected conduct and the history of performance of the employee:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension
- (d) Demotion
- (e) Discharge

Section 2 Disciplinary actions need not be taken in order indicated in Section 1. Written disciplinary measures including written reprimands, notices of suspension, notices of demotion or discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee shall be given a copy of such reprimands or notices and if the employee does not sign and acknowledge receipt thereof, the Employer shall indicate that the copy was given to or mailed to the employee and shall indicate the date of such action.

Section 3 Action to suspend, demote or discharge shall be in written form and shall state the reasons for the action taken. Such notices shall also indicate the effective date or the time period, if appropriate, for which the action shall be effective. A demotion action shall state the classification to which the employee is demoted.

Section 4 The Union shall be provided with a copy of any notice of suspension, demotion or discharge and 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

Section 5 A suspension of not less than five (5) calendar days, without pay, shall precede the effective date of any discharge action.

Section 6 Covered employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 7 Grievances relating to a discharge may be initiated by the Union in Step 4 of the GRIEVANCE PROCEDURE.

ARTICLE 8 - SENIORITY

Section 1 Seniority shall mean an employee's length of service with the Employer since the employee's initial date of hire. Only time in bargaining group counts toward seniority for shift bids, and district positions. Seniority roster as it exists on 10-29-2020, will not be impacted by this language change. An employee's continuous service record shall be broken only by separation from service by reason of discharge prior to completion of the probation period, discharge for cause, resignation, retirement or death. If two or more employees have the same seniority date, their position on the seniority list shall be determined by lot. Part time employees shall accrue seniority in accordance with hours worked.

Section 2 Seniority shall determine the order of lay-off, which shall be in inverse order of seniority within each work classification, provided that any employee who is laid off and has previously served in a lower work classification covered by this Agreement may request demotion to and exercise of seniority rights in such lower classification. Recall from lay-off shall be in order of seniority within each work classification, provided that if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, employment shall automatically be terminated. Employees who terminate their employment with the Employer or are on lay-off status in excess of two years shall not have any seniority rights under this Agreement.

ARTICLE 9 - PROBATION

Section 1 A newly hired or rehired employee shall serve a probationary period of twelve (12) calendar months following the hiring or employment date. During such probationary period, the employee may be discharged at the sole discretion of the Employer. The probationary period may be extended up to six months.

Section 2 If an employee receives an unpaid leave of absence during the twelve month probationary period, such probationary period will be extended by the length of the unpaid leave.

Section 3 A promoted or reassigned employee shall be on probation with respect to such promotional reassignment for a period of six (6) calendar months following the promotion or reassignment date. During this promotional probationary period, the employee may be returned to the employee's previous position at the sole discretion of the Employer.

ARTICLE 10 - PROMOTIONAL OPPORTUNITIES

Section 1 The Employer agrees to post all promotional opportunities for positions within the bargaining unit covered by this Agreement, and to publish the method by which promotions will be made within the Department.

ARTICLE 11 - SAFETY AND WORK RULES

Section 1 The Employer and the Union recognize that safety practices and programs are of mutual interest. The Employer agrees to provide necessary training in safety practices, to provide for a continuing program to prevent accidents, and to provide safe working conditions. The employees agree to cooperate in programs to promote safety to themselves and the public that they serve, and they agree to comply with rules promulgated to ensure safety. The employees hereby recognize and agree to make proper use of all safety devices in accordance with recognized safety procedures.

Section 2 The Employer agrees to post or make copies of all work rules and regulations available to all employees.

ARTICLE 12 - HOURS OF WORK AND PREMIUM PAY

Section 1 The normal work year shall be based on 2,080 hours per year. Premium pay in the form of cash or compensatory time off, at one and one-half (1 1/2) times the base rate, shall be paid for hours worked or taken as paid leave in excess of the normal schedule cycle as a proportion of the normal work year. Premium pay shall be earned for hours worked in excess of the normal schedule day unless such hours are necessary to develop the required hours in the normal schedule cycle, again, based on a normal work year of 2,080 hours. Employees shall receive the two (2) hour minimum at the overtime rate to attend mandatory meetings on a regularly scheduled day off or on an approved time off. Employees shall be entitled to bank up to one hundred twenty (120) hours of compensatory time for later use.

Section 2 Court time or call back time which does not directly follow a normal work shift shall be paid at a minimum of two (2) hours. Premium pay shall apply if the time worked or the minimum, when added to hours worked in the regular work cycle in which the call back or court time is earned, exceeds normal cycle hours. If an employee is told to report to work and that report to work is cancelled with less

than 24 hour-notice qualifies for the two (2) hour overtime.

Section 3

The normal work schedule for full-time employees shall equal a forty hour work week when averaged over a six week cycle. The normal shift shall include two fifteen (15) minute breaks and one-half (1/2) hour lunch period available but subject to call. Dispatchers scheduled to work alone shall be paid an additional thirty (30) minutes at straight time rates for each four (4) hours worked in lieu of a break.

Section 4

The employees will maintain a record keeping system to be used when offering overtime assignments. Overtime will be offered to available employees based on seniority. Overtime refused by an employee will, for record purposes, be considered as unpaid overtime worked. For the purpose of computing premium pay, hours worked shall not be pyramided, compounded or paid twice for the same hours. Overtime shall be calculated to the nearest fifteen (15) minutes. Changes in shift do not qualify an employee for overtime premium pay.

Section 5

The Employer may honor voluntary requests and acceptance of shift exchanges between bargaining unit employees, but only in the event that there is no adverse effect upon the Department program and functions. Refusal to grant shift exchanges shall not be grievable.

Section 6

\$1.50 per hour will be added to the Deputies rate of pay as a shift differential for all hours worked between 6:00 p.m. (1800) and 6:00 a.m. (0600). \$.75 per hour will be added to the Dispatchers rate of pay as an afternoon shift differential, and \$1.50 per hour as a night shift differential. If employees are held over at work on a night shift that extends into a day shift for reasons beyond their control, the night shift differential shall remain in effect. \$1.50 per hour will be added to the rate of pay as shift differential for all hours worked on shifts that start on Saturdays or Sundays. (Ex: 0:00pm-6:00am on Friday night to Saturday morning would not receive premium pay. 6:00pm-6:00am on Sunday night to Monday morning would receive premium pay)

Section 7

Employees scheduled to be "on call" to provide emergency Sheriff's Department coverage shall be paid \$3.00 per "on call" hour. "On call" time includes situations in which employees receive directives to not leave the County, or to be readily available by phone, because of an emergency, such as a forest fire.

Section 8

An employee shall have \$3.00 per hour added to their base pay for all FTO hours.

Section 9

When an employee works daylight savings time in the fall and has to work the extra hour for that day due to the fall back, that employee will be paid at time and half (1 1/2) for the extra hour of work. When an employee works the spring ahead, that employee will be given the option to take Paid Leave time or be given an opportunity to work an hour extra within that week to achieve their 40 hours

ARTICLE 13 - HEALTH CARE AND DEPENDENT DAY CARE EXPENSE REIMBURSEMENT PLAN (FLEX PLAN)

Employees who work at least 200 hours per year can participate in the Cook County Health Care and Dependent Day Care Expense Reimbursement Plan (FLEX Plan). This allows employees to set aside salary on a pre-tax basis to pay for County health insurance premiums and eligible health care and dependent day care expenses. Employees are eligible to enroll in the FLEX Plan on the first working day following successful completion of six months of employment. A summary FLEX Plan Description will be given to each employee upon eligibility, and at any other time upon request.

ARTICLE 14 - EMPLOYEE INSURANCE

Section 1 Cook County will provide qualifying health insurance to Full-time employees who are regularly scheduled to work thirty (30) or more hours per week and at least 1,560 hours per year are eligible for health insurance coverage. Full-time employees hired before February 1, 2012 who become part-time with a work schedule of seventeen and one-half (17.5) to thirty (30) hours per week and at least 910 to 1,560 hours per year, shall remain eligible for health insurance coverage as a part-time employee.

The County Health Plan will be reviewed by an employee committee with representatives from all employee groups. The committee will work with county administration to make a recommendation to the board annually. Premiums for the County health plan will be paid 80% by the county and 20% by the employee via pretax payroll deduction. In the event that the employee share for monthly premiums increases by more than 10% LELS wishes to have the option to call for a re-opener.

The Employer shall also contribute \$1,200 per year into an individual VEBA personal health account for each full-time employee enrolled in the plan and \$1,100 per year for each part-time employee enrolled in the plan, as defined above. The annual contribution shall be divided into equal monthly payments and placed into VEBA accounts.

The failure of any insurance carrier, medical association, or any underwriter to provide any of the benefits for which such contract shall be made, shall result in no liability to the Employer, nor shall such failure of any such insurance carrier, medical association or underwriter be considered a breach of any of the obligations of the Employer undertaken by this or any other agreement with the bargaining unit, excluding negligence or intentional wrongdoing on the part of the Employer. Such insurance contracts and medical and surgical coverage will cover the eligible employees above specified, but if any such contract is cancelled, the Employer shall immediately do whatever may be reasonably necessary to provide substitute

contracts to the best of its ability.

In the event that obligations or penalties are incurred under the Affordable Care Act (Health Care reform), L.E.L.S. (Local #348) or the Employer may reopen the labor agreement to provisions associated with those obligations or penalties.

Section 2 Life: For each employee covered by this Agreement who regularly works at least thirty (30) hours per week, the Employer shall pay the full premium on a \$10,000 term life insurance policy under the Cook County Group Life Insurance Program presently existing. Additional insurance may be purchased by each employee pursuant to the terms of said Program.

Section 3 Disability: For each employee covered by this Agreement who regularly works at least thirty (30) hours per week, the Employer shall pay the full premium under the Cook County Group Income Disability Insurance Program presently existing.

Section 4 Dental Insurance The County shall administer a voluntary single/family dental insurance group plan, with premiums being the sole responsibility of the employee, paid through pre-tax payroll deduction. Eligibility criteria for this benefit shall be subject to the insurance carrier's requirements.

ARTICLE 15 - DEFERRED COMPENSATION

Employees shall be eligible to participate in any of the Cook County Deferred Compensation Programs administered by the county. The County shall match up to a maximum of 3% of an employee's gross salary into the plan on a payroll by payroll basis.

ARTICLE 16 - HEALTH CARE SAVINGS PLAN

Employees shall be enrolled in the Employer-administrated Minnesota State Retirement System Post Retirement Health Care Savings Plan following successful completion of six (6) months of employment with the county. Upon termination of employment from the county in good standing, 25% of an employee's remaining Paid Leave balance shall also be paid into his/her account.

ARTICLE 17 - HOLIDAYS

Section 1 Because of the twenty-four (24) hour nature of law enforcement scheduling requirements and the difficulties created by shifting schedules to accommodate holidays, it is agreed that the Employer will pay a lump sum payment for official holidays, rather than providing time off, by separate check between the 23rd and 24th payroll period of the year. Full-time employees shall receive 12 hours of pay for each holiday of the calendar year, at their regular rate of pay at the time of payment. Part-time employees shall receive pro-rated pay based on the regular number of hours they worked during the preceding 23 pay periods. Holiday pay eligibility for employees who were on leave without pay status and for employees

who begin or end employment mid-year shall be consistent with the number of holidays that occurred during the time that they worked.

Section 2 Official Holidays for this Agreement:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	4 th Friday in November
Christmas Day	December 25

ARTICLE 18 - PAID LEAVE

Section 1 Purpose

Cook County provides Paid Leave (PL) to compensate employees who are absent from work for any personal reason. Implementation of the Paid Leave Policy replaces old policies and agreements regarding vacation, sick leave, and personal leave.

Section 2 Eligibility

All regular and probationary full-time and part-time employees shall receive Paid Leave.

Section 3 Omitted

Section 4 Accrual Rates

Paid Leave shall accrue on each regular hour that is paid, excluding paid overtime, on call time, and paid lunch/break time. For purposes of accrual rates, years of services are based on full-time equivalency. No employee will lose their current rate of accrual with the implementation of this change in the accrual scale.

<u>Years of Service</u>	<u>Hourly Accrual Rate</u>	<u>Annual Accrual Rate</u>
0<5 years	.08462	176 hours
5<10	.09615	200 hours
10<15	.11538	240 hours
15+	.13462	280 hours

When the employee's length of service makes the employee eligible for the next higher rate of accrual, accrual at the new rate shall begin on the first day of eligibility. The maximum PL accrual that can carry over at year-end to the first payroll period of the following year is 520 hours.

Section 5

Use: Paid Leave can be utilized for any purpose, subject only to necessary request/approval procedures. Planned use of PL must be requested in advance. The Sheriff is responsible for scheduling PL for eligible employees and shall do so in a manner consistent with the interest of the public and convenience of the Department. Consideration shall be given to seasonal demands and department staffing needs prior to granting leave requests. The employee's preference in order of seniority is to be considered, but the Sheriff shall have final approval of any planned use of PL. The Employer shall establish a system of PL selection which allows Dispatchers/Jailers to select their major leave time by April 1 in any given year for the available PL time in the following year, based upon seniority from date of hire. PL selection for Deputy and Bailiff/Transport shall be based on seniority and consistent with shift bidding process. Selections thereafter may be made on a first come first serve basis with Employer approval. Unplanned use of PL must be reported to the employee's supervisor as soon as possible. PL may be used in increments of not less than 15 minutes. PL hours shall count toward the calculation of overtime. Employees receiving Worker's Compensation benefits may use accrued PL hours to return to 100% of their net salary.

Section 6

Unpaid Leave of Absences

Employees who request and are granted an unpaid leave of absences for other than medical reasons must use all accrued PL hours before beginning the leave. Employees who request and are granted unpaid leave of absences for medical reasons must have no more than sixty (60) hours remaining in their Paid Leave banks and must have used all Extended Sick Leave Bank hours before beginning the leave.

Section 7

Medical Return to Work

Employees absent from work for three or more days due to a medical condition, or when otherwise indicated, may be required to obtain a medical release certifying their ability to resume full or modified duties upon returning to work. The County may require evidence from a medical professional. If such requirement is made, the cost of such examination shall be the responsibility of the County.

Section 8

Pay-Off

Pay-off of unused Paid Leave hours is made once a year on the payroll covering December 31st. Pay-offs are at the employee's regular rate of pay as of that date.

Employees can request payment for unused Paid Leave hours under the following conditions:

- a written request for pay-off must be sent to the Human Resource Generalist by December 1st

- employees must have used at least forty (40) PL hours during the year

- employees must carry a minimum of forty (40) PL hours into the next year

All hours in an employee's Paid Leave bank in excess of 520 hours shall automatically be paid off at the end of the year. Employees whose PL balances place them in this status are required to use eighty (80) hours of PL during the year they are subject to such pay-off.

Section 9

Donations

Employees may donate accrued Paid Leave to the Paid Leave bank of another County employee who suffers from a serious illness, injury or for any reason that causes the employee to be on FMLA leave. An Employee must be scheduled to use up all of their accrued paid leave, comp time and before soliciting paid leave donations from other employees. The County Administrator shall first contact the potential recipient for permission, and then shall issue a memo to ask employees if they would like to donate. The individual and collective amount of Paid Leave hours donated shall remain confidential to everyone other than the payroll clerk who must calculate the transfers. The transfer of time will be computed at the hourly salary rate of the donor in proportion to the hourly salary rate of the recipient.

Section 10

Separation Payment

Upon separation from employment with Cook County in good standing and with a minimum of two (2) weeks' notice, employees shall be paid in full for the balance of their accumulated Paid Leave. This payment, subject to Article 16, shall be made on the employee's last paycheck at the rate of pay in effect at the time of separation. Separation pay cannot be used to extend the employee's date of termination beyond the last scheduled work day.

A probationary employee who resigns or is terminated is not eligible to receive a pay-off of accumulated Paid Leave. In addition, the cost of any Paid Leave used during employment shall be deducted from the probationary employee's last paycheck.

ARTICLE 19 - OTHER LEAVES WITH PAY

Section 1.

Jury or Witness Duty: Employees subpoenaed as witnesses or called for jury duty during times they are scheduled to work shall receive their regular wages less any jury or witness fee.

Section 2.

Military Leave: The Employer shall provide compensation to employees during required military service as required by State and/or Federal Law.

Section 3. Funeral Leave: Regular and probationary full-time and part-time employees shall be allowed up to 3 days of paid leave in the event of the death of a spouse, or the death of a parent, step parent, guardian, grandparent, step grandparent, sibling, step sibling, child or step child of the employee or of the employee's spouse. Funeral leave compensates for regularly scheduled hours only.

ARTICLE 20 - LEAVES WITHOUT PAY

Section 1 Types of Leave Without Pay: Leaves without pay may be granted for extended physical illness or injury, mental illness, chemical dependency treatment, parenting leave, extended military service, educational leave and other substantial personal reasons.

- A. Parenting Leave: A parenting leave of absence without pay shall be granted upon request to an employee who becomes the parent of a child by childbirth or adoption. The leave may be for up to six (6) weeks during the period from one (1) month prior to childbirth or adoption to six (6) weeks after, provided, however, any period of incapacitation as documented by a physician shall be excluded in computing either six week period. The leave may be extended up to six (6) months at the option of the Employer, if requested by the employee. An employee may also use accumulated Paid Leave and compensatory time in conjunction with the unpaid leave under this paragraph, and may use accumulated Extended Sick Leave during the period of the employee's disability due to childbirth.
- B. School Leave: Leave shall be granted for employees to attend school conferences or classroom activities related to the employee's child in conformance with Minnesota law.
- C. Family and Medical Leave Act.: Leave shall be granted for employees in conformance with applicable State and Federal law.

Section 2 Limitations

- A. Requests for leaves of absence may be approved by the Sheriff for periods of up to Ninety (90) calendar days, which includes any combination of both paid and unpaid leave. Requests for leaves greater than Ninety (90) days, including extensions, must be approved by the County Board. Requests for unpaid leaves are limited to a maximum of Six (6) calendar months but may be extended upon approval of the County Board.
- B. An employee may not be absent for more than twelve (12) calendar months from any combination of paid and unpaid leaves. Extensions beyond twelve (12) months may be granted for reasonable periods in unusual cases of illness in the sole discretion of the Employer. Generally,

probationary employees shall not be eligible for unpaid leave of absence except for disabilities covered by worker's compensation or reasons protected under State or Federal laws.

- C. The decision to grant or deny an unpaid leave for physical illness or injury, mental illness or chemical dependency, shall be at the discretion of the Employer and shall be made in the best interest of the public and convenience of the Department, considering the following factors, among others:
1. Can the employee's position be reasonably left vacant or filled on a temporary basis during the leave period?
 2. Is there a reasonable expectation that the employee will be willing and able to return to work after the leave has expired?
 3. Are there significant risks, costs or benefits to the Employer for granting the leave request?
 4. Other unpaid leaves shall be in the sole discretion of the Employer except where required by State or Federal law.

Section 3 Procedures

- A. The employee shall submit a written request for unpaid leave to the Employer as far in advance as practical. The request shall include the beginning and ending dates of the leave, purpose of the leave, and a description, if necessary, of how any accrued Paid Leave or Extended Sick Leave is to be used in connection with the unpaid leave. Requests for extensions should be made about one (1) month prior to the expected return date.
- B. An employee may request to be allowed to return prior to the end of an approved leave. Such requests require the approval of the Employer.
- C. Prior to returning from a medical leave of absence, the employee must provide a written statement from a physician approving the employee's return to work.

ARTICLE 21 - INJURY ON DUTY

Employees who are injured while on duty are covered by Worker's Compensation. Employees unable to work their regularly scheduled hours may use accrued paid leave and/or compensatory time if they are absent for three or less days. Employees who are absent for four or more days shall receive Worker's Compensation payments. The employee may also use accrued paid leave and/or comp time earned hours to return to 100% of their net salary if desired. Employees with extended sick leave hours in their bank may use them in a similar manner, if desired, and can have immediate access to those hours without having to first spend down their paid leave bank.

ARTICLE 22- PAY PLAN

- Section 1** The pay plan for 2021 is shown on Appendix B attached. It includes an adjustment to the base pay commensurate with a wage increase of 1% effective January 1, 2021, plus a 1% wage increase effective July 1, 2021.
- Section 2** In addition to the pay scales shown there will be longevity increases added to the base pay scale of 4% after 10 years of service with the county, 7% after 15 years and 9% after 20 years.
- Section 3** Newly hired, promoted or transferred employees who have prior relevant experience elsewhere may be given credit for said experience in the sole discretion of the Employer, when placing the employee on the step salary schedule.
- Section 4** Full-time employees shall move to the next step of the pay plan on the specified anniversary date of their employment with the Employer. Part-time employees and employees who were on Leave Without Pay Status during the year shall move to the next step on the pay plan after completion of the specified years of full-time equivalency service based on a 2,080-hour year.
- Section 5** Employees shall be evaluated yearly, usually in conjunction with an Employee's anniversary date, or more often at the discretion of the Employer. The evaluation shall be conducted using forms furnished by the Employer. Evaluation forms shall be a part of the Employee's permanent personnel file. An Employee shall be notified of any written information in the Employee's personnel file.

ARTICLE 23 - SCOPE OF AGREEMENT

- Section 1** This Agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding and agreement arrived at by the parties after the exercise of that right and opportunity

is set forth in this Agreement.

Section 2 This Agreement is subject to the laws of the United States and of the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be negotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

Section 3 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.

Section 4 The parties hereby incorporate by reference all of the benefits, rights, privileges, restrictions and limitations contained in the Cook County Employee Handbook, a copy of which is attached as Appendix C, except insofar as such Policies are inconsistent with any expressed terms of this Agreement. The parties further recognize that the Cook County Board of Commissioners may amend such Policies from time to time by resolution, but it is agreed that such amendment must first be sent to the Union for review and comment at least 20 days prior to adoption. It is further agreed that no amendment shall be effective as to the parties if it results in a decrease in an economic benefit presently existing for the employees.

ARTICLE 24 - UNIFORMS

Section 1 The parties agree that the following items constitute the complete uniform for each employee:

A. Deputies are responsible for purchasing, maintaining, and replacing the following required personal uniform and equipment items: short and/or long sleeve shirts as the season dictates; trousers; jacket; tie; duty belt; shoes/boots; and name tag or name badge; handcuffs; flashlight and cone; tape recorder. Deputies are responsible for purchasing, maintaining and replacing optional personal items including but not limited to: summer/winter hat; summer/winter gloves; rain pants; trouser belt; snowmobile suit, mittens, and/or boots; sweater; clipboard; off duty holster; badge carrier; or other work related items which are approved in the sole discretion of the Sheriff. In addition, the county will initially provide each Deputy with a portion of the cost for one body armor vest as mandated by M.S. 299A.38, subd. 2 to coincide with POST reimbursement eligibility. Personal items are the property of the Deputy and need not be returned to the county.

- B. The county shall provide the following county owned items and equipment for each Deputy: badge, pistol, magazines, baton, portable radio, mace, and PBT. The county may, at its discretion, also provide the following items: shotgun, camera, axe, shovel, saw, sleeping bag, first aid kit, life jacket, snowshoes, and rescue blanket. Deputies shall strive to take good care of these county owned items and shall return them to the Sheriff upon separation from employment with the county.
- C. Dispatchers are responsible for purchasing, maintaining, and replacing the following personal items: short and/or long sleeve shirts, and pants. Optional personal items: uniform sweater, pant belt, or other items which are approved in the sole discretion of the Sheriff. Personal items are the property of the Dispatcher and need not be returned to the county.

Section 2.

At the time of initial employment, the Employer shall furnish Deputies with the items as noted above, provided that; an Employee may substitute the employee's personally owned items with the permission of the Employer. Deputies and Dispatchers are responsible for obtaining their personal items as noted above from vendors stipulated by the Employer so that the employee is appropriately outfitted to report for duty.

Newly hired Deputy Sheriffs shall receive a one-time check of \$850.00. Thereafter Deputy Sheriffs shall receive \$850.00 payable in a lump sum payment between the 23rd and 24th payroll period for uniform and personal item maintenance.

Newly hired Dispatchers shall receive a one-time check of \$550 to assist with initial personal item purchases. Thereafter Dispatchers shall receive \$550 payable in a lump sum payment between the 23rd and 24th payroll period for uniform and personal maintenance.

Newly hired Technicians shall receive a one-time check of \$550 to assist with initial personal item purchases. Thereafter Technicians shall receive \$550 payable in a lump sum payment between the 23rd and 24th payroll period For uniform and personal maintenance.

Part-time employees shall receive pro-rated lump sum checks for uniform maintenance based on the regular number of hours they worked during the preceding 23 pay periods. Lump sum checks for employees who begin or end employment mid- year shall be consistent with their start or end date.

Failure to maintain uniforms and/or equipment in a manner such that readiness for duty and/or professional appearance are compromised shall be subject to disciplinary measures pursuant to Article 7.

ARTICLE 25 - TRAINING

Section 1 Upon prior approval of the Employer, the employee shall be reimbursed by the Employer for out-of-pocket expenses for mileage, meals, lodging and tuition for training required of the employee to maintain their license as a Law Enforcement Officer under Minnesota Statutes, Section 626.84 or certifications required of Dispatchers. Said expenses shall be reimbursed at the rates then applicable to all other County employees.

Section 2 The Employer shall also pay each employee at their applicable rate of pay for all hours actually attended by the employee for required training, subject to a maximum of 16 hours per year. Employees shall also receive said pay if attendance is required by the Employer and the 16 hour maximum has already been achieved for that year.


Section 3 The Employer shall pay the POST license renewal cost for each Deputy Sheriff every three years.

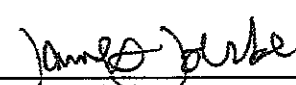
ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the first day of January 1, 2021 to the thirty first day of December 2021, and shall automatically be renewed from year to year, thereafter, unless either party shall notify the other in writing by October 1 prior to any subsequent anniversary date, that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 9th day of March, 2021

COOK COUNTY

Signed: 
Chair, Board of Commissioners

Attest: 
Cook County Administrator

LAW ENFORCEMENT LABOR SERVICES,
INC.


Business Agent


Steward

APPENDIX A - As of January 1, 2021

DEPUTY SHERIFFS

Employee	County Hire Date	Last Step	Next step	New Seniority Date
Leif Lunde	6/27/1998	7(15)	7(20)	5/27/1998
Paul Spry	10/5/2003	7(15)	7(20)	5/23/2002
Christopher Schrupp	7/1/2013	7	7	7/1/2013
Jesse Johnson	11/5/2014	7	7	11/5/2014
Jason Hughes	5/6/2015	7	7	5/6/2015
Mike Running	10/1/2017	5	6	10/1/2017
Ben Hallberg	12/16/2004	7	7	12/16/2004
Katherine Ochtrup	12/08/2020	0	1	12/08/2020
Andrew Hayes	01/08/2018	4	5	01/08/2018
Jamie Green	01/08/2018	4	5	01/08/2018

DISPATCHERS

Darcy Ziller	05/21/1998	7(15)	7(20)	5/21/1998
Heather Wicklander	11/10/2015	6	7	11/10/2015
Mikala Schliep	06/07/2020	1	2	06/07/2020
Laura Andrews	02/01/2021	1	2	02/01/2021
Trace McQuatters	02/01/2021	1	2	02/01/2021
Amanda Anderson	09/28/2018	3	4	09/28/2018

LEAD DISPATCHER

Lindsay Mielke	6/1/2006	7	7	12/13/2004
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SHERIFF'S TECHNICIAN

Melissa Rexrode	09/05/2013	7	7	09/05/2013
Britta Muus	07/10/2017	2	3	07/10/2017

APPENDIX B: 2021 BASE PAY SALARY SCHEDULE

Effective 01-01-21- 1% general wage increase, plus a 1% general wage increase effective 07-01-21.

January - June 2021	Starting Rate	Step Step (1)	Step Step (2)	Step Step (3)	Step Step (4)	Step Step (5)	Step Step (6)	Step Step (7)
Deputy/Bailiff Transport/Lead Dispatcher (170)	\$ 24.19	\$ 25.31	\$ 26.47	\$ 27.69	\$ 28.96	\$ 30.29	\$ 31.69	\$ 33.14
Dispatch/Jailer (140)	\$ 19.41	\$ 20.31	\$ 21.24	\$ 22.22	\$ 23.24	\$ 24.31	\$ 25.43	\$ 26.60
Sheriff's Technician (160)	\$ 22.33	\$ 23.35	\$ 24.43	\$ 25.55	\$ 26.73	\$ 27.96	\$ 29.24	\$ 30.59
Longevity Increases added to base wage	4% for ten years of service or more 7% for 15 years of service or more 9% for 20 years of service or more							

July - December 2021	Starting Rate	Step Step (1)	Step Step (2)	Step Step (3)	Step Step (4)	Step Step (5)	Step Step (6)	Step Step (7)
2021 Deputy/Bailiff Transport/Lead Dispatcher (170)	\$ 24.43	\$ 25.56	\$ 26.73	\$ 27.96	\$ 29.25	\$ 30.60	\$ 32.00	\$ 33.48
Dispatch/Jailer (140)	\$ 19.61	\$ 20.51	\$ 21.45	\$ 22.44	\$ 23.47	\$ 24.55	\$ 25.68	\$ 26.86
Sheriff's Technician (160)	\$ 22.55	\$ 23.59	\$ 24.67	\$ 25.81	\$ 26.99	\$ 28.24	\$ 29.54	\$ 30.89
Longevity Increases added to base wage	4% for ten years of service or more 7% for 15 years of service or more 9% for 20 years of service or more							

