



**LABOR AGREEMENT
BETWEEN
THE COUNTY OF CARLTON**

AND

**LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL 374
(SHERIFF'S SUPERVISORS UNIT)**

JANUARY 1, 2024 -- DECEMBER 31, 2026

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ARTICLE 1. PURPOSE OF AGREEMENT

1.1 **Generally.** This Agreement is entered into as of January 1, 2024, between the County of Carlton hereinafter called the Employer, and the Law Enforcement Labor Services, Inc. (Local No. 374) hereinafter called the Union. It is the intent and purpose of this Agreement to:

1. Assure sound and mutually beneficial working and economic relationships between the parties hereto;
2. Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application; and
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 law enforcement service and protection of the residents of Carlton County. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

- 2.1 **Exclusive Representative.** The Employer recognizes the Union as the exclusive representative for all essential supervisory employees of the Carlton County Sheriff's Office, Carlton, MN, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding elected officials and all other employees.
- 2.2 **Job Class Issues.** In the event the Employer and the Union are unable to agree 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 3. UNION SECURITY

- 3.1 **Generally.** In recognition of the Union as the exclusive representative:
 1. The Employer shall deduct an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and the Employer shall remit such deductions to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made; and
 2. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 3.2 **Indemnification.** 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 action taken by the Employer under all provisions of Article 3.1.

- 3.3 **Stewards; Generally.** The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five days of such designation, certify to the Employer, in writing, such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) upon execution of this Agreement.
- 3.4 **Stewards; Limitations.** The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
1. There shall be no more than three (3) stewards.
 2. The Employer agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with approval of the Employer and they shall notify the Employer upon resumption of their work. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer and negotiation sessions with the Employer relating to subsequent contracts.
 3. Stewards who are not on duty during quarterly Union/Management meetings, or other meetings authorized by the Sheriff, shall be paid at their regular rate of pay for all time spent in attendance at such meetings.
- 3.5 **Business Agents.** Non-employee business representatives of the Union, previously certified to the Employer as provided herein, may, with approval of the Employer, come on the premises of the Employer for the purpose of negotiations or investigating and presenting grievances. The Union may use the Employer's premises or facilities for Union business with prior approval of the Employer.
- 3.6 **Bulletin Boards.** The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union election, Union election returns, Union appointments to office, and Union recreational or social affairs and other items specifically approved by the Employer.

ARTICLE 4. REPRESENTATION

- 4.1 **Contracts; Agreements.** Carlton County and the Carlton County Sheriff agree not to enter into any contract or agreement with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 5. DEFINITIONS

- 5.1 **Employer.** Carlton County, for budgetary items only; Carlton County Sheriff, for all management items.
- 5.2 **Sheriff.** Sheriff shall be defined as the elected Sheriff of Carlton County and shall serve as an Employer Representative for the purposes of office and contract administration.

ARTICLE 6. MANAGEMENT RIGHTS

- 6.1 **Vested Right of Management.** The right to employ, transfer, and/or discipline employees and the management of the property and equipment of the Sheriff's Office is reserved by and shall be vested exclusively in the Employer. The Employer shall have the right to determine how many employees will be employed or retained, together with the right to exercise full control and discipline in the proper conduct of the Sheriff's Office operation. The Employer shall have the sole right to contract for any work it chooses, and direct employees to perform such work wherever located in its jurisdiction. The Employer shall have the exclusive right to determine the hours of employment and the length of the work week and to make changes in the detail of the employment of the various employees from time to time as deemed necessary for the efficient operation of the Sheriff's Office. The Union and the members agree to cooperate with the Employer and its representatives in all respects to promote the efficient operation of the Sheriff's Office. The Union will be notified by the Employer of any said changes or adjustments. The provisions of this Article are subject to the rights of the employees as set forth in other Articles contained in this Agreement.

ARTICLE 7. DISCIPLINE

- 7.1 **Generally.** 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:
1. Oral reprimand
 2. Written reprimand
 3. Suspension
 4. Demotion
 5. Discharge
- 7.2 **Process.** Disciplinary actions need not be taken in the order indicated in Article 7.1. Written disciplinary measures including written reprimands, notices of suspension and 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.
- 7.3 **Content of Notice.** Action to suspend, demote, or discharge shall be in written form and shall state the reason(s) for said action. Such notices shall also indicate the effective date of the action or the time period for which the action shall be effective, if appropriate. A demotion action shall state the classification to which the employee is demoted.
- 7.4 **Provision of Notice; Representation.** The Union shall be provided with a copy of any notice of suspension, demotion or discharge. Employees will not be questioned

concerning an investigation that could result in disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

- 7.5 **Discharge; Suspension Required.** A suspension of not less than five (5) calendar days, without pay, shall precede the effective date of any discharge action.
- 7.6 **Review of Personnel Files.** Covered employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 7.7 **Grievance of Disciplinary Action.** Grievances relating to disciplinary action may be initiated by the Union at Step 3 of the Grievance Procedure.

ARTICLE 8. GRIEVANCE PROCEDURE

- 8.1 **Generally.** A grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this contract, including all disciplinary actions. Grievances as so defined shall be processed in the following manner:

Step 1: Within fourteen (14) calendar days after the first occurrence of the event giving rise to the claimed violation, the Employee, his/her representative, or both, shall submit the grievance in writing to his/her supervisor, who shall within fourteen (14) calendar days provide a response in writing.

Step 2: If the grievance is not settled at Step 1 and the Employee wishes to appeal the grievance, it shall be submitted in writing to the Sheriff within ten (10) calendar days after receipt of the response from the Step 1 proceedings herein. The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the provision(s) of the agreement allegedly violated and the relief requested. Within ten (10) calendar days of receipt of such written grievance, the Sheriff shall arrange a meeting with the Employee or the Employee's representative, or both, at a mutually agreeable time to discuss the matter. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by both the Sheriff and the Employee. If a settlement is not reached, the Sheriff shall submit a written decision to the Union within ten (10) calendar days following said meeting.

Step 3: If the grievance is not settled at Step 2, the Union may appeal in writing to the County Grievance Board within ten (10) calendar days after receipt of the written response of the Sheriff. The makeup of the County Grievance Board shall be left to the discretion of the County. Within ten (10) calendar days of receipt of such written grievance, the County Grievance Board shall review the matter, after which it shall render its decision no later than ten (10) calendar days thereafter.

Step 4: 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 5: A grievance unresolved at Step 4 and appealed to Step 5 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. The parties may agree to use the Bureau of Mediation Services' list of arbitrators for any grievance.

- 8.2 **Arbitrator's Responsibility.** The arbitrator shall have no right to amend or modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the Employer and the Union, and shall have no authority to make decisions on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law under state or federal statutes. If the arbitrator finds that the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, the arbitrator shall return the matter to the parties without decision. The decision of the arbitrator shall be final and binding on all parties.
- 8.3 **Arbitration Fees.** The fees and expenses of arbitration shall be divided equally between the Employer and the Union.
- 8.4 **Limitations.** If a grievance is not presented within the time limits set forth above, it shall be considered waived. If the grievance is not appealed 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 limits at each step may be extended either upon good cause shown or by mutual written agreement between the Employer and the Union representative involved at each step.
- 8.5 **Appeal.** If, as a result of the written Employer response at Step 3, 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 5 of Article 8, Section 8.1, or a procedure such as Veteran's Preference or Human Rights Commission Hearing. If appealed to any procedure other than Step 5 of Section 8.1, the grievance is not subject to the arbitration procedure as provided in Step 5 of Section 8.1. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 5 of Section 8.1 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 subsequent appeal through Step 5 of Section 8.1. An employee pursuing a statutory remedy under the jurisdiction of the Equal Employment Opportunity Commission (EEOC) is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 9. PAY PERIODS/DEDUCTIONS

- 9.1 **Pay.** All employees covered by this Agreement shall be paid in full bi-weekly. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.
- 9.2 **Health Care Savings Plan.** All full-time members of LELS Local 374 shall have \$25.00 deducted from the first payroll of each month and directed to the Minnesota State Retirement System (MSRS) administered Post-Retirement Health Care Savings Plan, and be subject to the terms and conditions of such plan.

ARTICLE 10. PHYSICALS

- 10.1 **Physical Examinations.** Physical examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations and the Union shall be given written notice of such examinations prior to them being scheduled. Examinations are to be taken at the nearest medical facility within Carlton County and are not to exceed one (1) in any one (1) calendar year, unless the employee has suffered serious injury or illness during the year. Employees shall be required to take examinations during their working hours, and receive compensation for all hours spent during such examination. The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

ARTICLE 11. STANDARD OF BENEFITS

- 11.1 **Conditions of Employment.** The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and other benefits shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 12. LEAVES OF ABSENCE

- 12.1 **Union Activities.** The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided ten (10) calendar days written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.
- 12.2 **General Leave of Absence.** Any employee desiring unpaid leave of absence from employment shall secure written permission from the Sheriff. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Preliminary approval for extension must be secured from the Sheriff with final approval by the

County Board. During the period of absence, the employee shall not engage in gainful employment.

- 12.3 **Family and Medical Leave Act (FMLA) Leave.** Employees who have completed at least one (1) year of service, have worked at least 1,250 hours over the previous twelve (12) months, and have a serious health condition as defined in the Federal Family and Medical Leave Act As Amended, may request up to twelve (12) weeks of leave per year during which their health insurance coverage will be maintained with the employee only responsible for the employee share of the premium. An employee may retain up to six (6) weeks of previously earned paid leave for use upon return to work.
- 12.4 **Parental Leave.** Subject to the provisions of this Article and applicable state and federal statutes, up to twelve (12) weeks of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. The provisions of this Section shall not be in addition to FMLA leave and shall be consistent with MN Statutes 181.941 and 181.943. In order to be eligible for parental leave, the employee must have been employed with the Employer for at least twelve (12) months and worked at least half (1/2) time over the preceding twelve (12) months. The employee must take the parental leave within twelve (12) months after the birth or adoption of the child, and must request the parental leave in writing to the Employer at least four (4) weeks in advance of the commencement of the leave. Upon expiration of parental leave and return to work, the employee shall be assigned to the employee's former position or a position of comparable duties, hours and pay.

If during a parental leave the Employer experiences a layoff and the employee would have lost his/her position, pursuant to the layoff and recall provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the former or comparable position and, in such circumstances, the employee shall retain all rights under the layoff and recall provisions of this Agreement, as if the employee had not taken the parental leave.

Employees may request that parental leave be extended up to a maximum of six (6) months, which extension shall be optional at the sole discretion of the Employer. When an employee requests and is granted an extension of parental leave, and if reasonable to the needs of the Employer, arrangements may be made for the employee to return to his/her position or a like position at the end of the extended parental leave period.

ARTICLE 13. EQUIPMENT, TRAVEL AND LICENSES

- 13.1 **Vehicles.** No employee shall be required to drive a vehicle that does not comply with all state and county safety regulations. All vehicles shall be equipped with adequate heaters, defrosters and matting.
- 13.2 **Travel Expenses.** All employees, when away from their homes overnight because of duty or job-related travel outside the County, shall receive food and lodging expenses during their absence in accordance with the established policy of the Employer.

- 13.3 Peace Officer Standards and Training (POST) License. The Employer shall pay the cost of regular POST license renewal.

ARTICLE 14. EMPLOYMENT STATUS

- 14.1 Full-time Employee. A regular full-time employee is hereby defined as a person hired to fill a permanent position with full employment (1.0 FTE) annually.
- 14.2 Part-time Employee. Part-time employees are defined as any employees designated in the relevant Carlton County position description as permanent employees who were hired to work less than 1.0 full-time equivalent (FTE), but who would not meet the definition of a temporary or seasonal employee under the Public Employment Labor Relations Act (PELRA).

Part-time employees will be required to serve the equivalent of twelve (12) months FTE on probation, but will be eligible to receive their first step increase consistent with the current step scale progression based upon FTE worked. They shall be eligible to receive vacation time and sick time at a rate of two (2) hours of vacation and two (2) hours of sick time for every forty (40) hours worked. Holidays worked shall be compensated at the same rate as full-time employees. Holidays not worked will be prorated based upon budgeted FTE. Floating holidays shall be prorated based upon budgeted FTE.

Part-time employees who work at least .7 budgeted FTE shall be eligible to receive health care benefits at a cost to the county equal to their budgeted FTE for single coverage. The employee shall be responsible to cover the remaining costs of the single coverage, and shall be responsible for covering all additional costs associated with family coverage. Part-time employees are not eligible for life insurance at county expense. Part-time employees are eligible to participate in the county's voluntary dental plan.

- 14.3 Temporary Employee. A temporary employee is defined as a person hired for a period of time not to exceed one hundred twenty (120) days. Temporary employees shall accrue no rights or benefits pursuant to this contract and shall be so informed when hired. A temporary employee retained beyond one hundred twenty (120) days shall receive all benefits covered by this agreement, except health insurance.

ARTICLE 15. PROBATIONARY PERIODS

- 15.1 Probationary Period. All newly hired full-time employees shall serve a one (1) year probationary period of continuous service. During such probationary period they shall not attain any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure.
- 15.2 Seniority Rights. Upon completion of the probationary period, the employee shall be granted seniority rights from the date of hire and shall be paid not less than wages paid in the Wage Schedule (Appendix A).

- 15.3 **Benefits.** During the first six (6) months of the probationary period, the employee will not be entitled to any of the benefits provided by this Agreement, except wages, holidays, sick leave, vacation, health, dental and life insurance. However, upon satisfactory completion of the first six (6) months of the probationary period, the employee shall be entitled to all of the benefits provided by this Agreement, computed from the starting date of employment, except as noted in Article 15.1.

ARTICLE 16. SENIORITY

- 16.1 **Departmental Seniority.** Departmental seniority is defined as an employee's total length of service with the Carlton County Sheriff's Office from the most recent date of hire.
- 16.2 **Classification Seniority.** Classification seniority is defined as the total amount of time that an employee has worked in the specific job classification.
- 16.3 **Layoffs.** Layoffs shall be accomplished by use of inverse classification seniority in the affected classification.
- 16.4 **Supervisor Bumping Rights.** An employee in a supervisory classification who is to be laid off may bump into a previously held classification if he/she has greater departmental seniority than the individual to be bumped and previous classification seniority in the class being bumped into. Bumping from a supervisory classification into a non-supervisory classification shall occur if allowed by the non-supervisory bargaining unit. Should a vacancy occur while such an employee is on lay-off status, they shall be offered such position, at its assigned pay grade, prior to the Employer filling the vacancy through other means. Such offer shall be subject to the terms outlined in Section 16.7.
- 16.5 **Exception to Seniority.** The Employer may disregard an employee's seniority for layoff or bumping if necessary to meet state or federal requirements concerning staffing.
- 16.6 **Trial Period.** An employee who exercises his/her right to bump into a different division pursuant to Section 16.4 must serve a trial period of sixty (60) days in which he/she shall be retrained for the new position. If more than sixty (60) days of retraining are required, the employee may be laid off without further bumping rights. The Employer, at its option, may extend the trial period for an additional thirty (30) days, if the employee has not achieved sufficient proficiency in the new position but the Employer feels that such proficiency may be attained in the extended period. The Union will receive notice if a trial period is extended.
- 16.7 **County Board Review.** The Employer may designate whether the employee exercising his/her rights under Section 16.4 shall be placed in the jail, dispatch, or road division. The employee being assigned by the Employer may inform the Employer of his/her preference in assignment. If the Employer disagrees with the employee's preference, the employee, within ten (10) calendar days, may refer the assignment to the County Board for review and determination. The decision of the County Board shall not be subject to arbitration under the grievance procedure.

- 16.8 **Salary Classification.** An employee exercising his/her rights under Section 16.4 shall be placed at the appropriate salary for his/her new classification taking into account his/her departmental seniority.
- 16.9 **Termination of Seniority.** Seniority shall terminate if an employee:
1. Separates from Carlton County;
 2. Is discharged for cause and is not reinstated as provided under Article 8; or
 3. Will be absent due to a lay-off for a period exceeding one (1) year.
- 16.10 **Seniority List.** The seniority list shall be updated annually by the Human Resources Office. A copy of the list shall be made available to the Union for posting and distribution. Said seniority list shall contain the name, department date and classification date of each employee in the Union. Temporary and part-time employees shall be denoted as such.
- 16.11 **Recall.** Recall from layoff of an employee shall be accomplished per the following procedure. Initially, the Employer shall attempt to locate the employee by telephone at the last telephone number on record in the Human Resources Office. If that attempt is unsuccessful, the Employer shall send a certified, return receipt letter via U.S. Mail to the employee's last known address on record in the Human Resources Office. If the employee fails to respond to said letter within a five (5) calendar day period from the date of receipt of the letter or notification from the U.S. Postal Service that said notice is undeliverable, his/her seniority shall be considered to be broken and he/she shall be removed from the seniority list accordingly.
- 16.12 **Seniority as Tiebreaker.** When qualifications and ability are equal, seniority shall prevail.
- 16.13 **Chief Deputy.** Whenever an employee is promoted specifically to serve as Chief Deputy, that employee's seniority within the Sheriff's Office shall be preserved and that individual shall maintain bumping rights back to his/her former position in the unit if laid off from the Chief Deputy position.

ARTICLE 17. PROMOTIONS/SECURITY

- 17.1 **Vacancies.** In making promotions and in filling vacancies for supervisory positions that are or will be part of this bargaining unit, preference shall be given to those employees with the greatest departmental seniority, provided, however, that the qualifications and physical fitness of the employees being considered for the position are relatively equal. In judging employee qualifications for the position, the following factors shall be considered:
1. ability to perform essential functions
 2. attitude
 3. aptitude
 4. versatility
 5. efficiency
 6. employment record

- 17.2 **Posting for Vacancies.** All vacancies or new positions shall be posted ten (10) business days prior to the filling of said vacancies or new positions. Such notice shall state the minimum qualifications for the position to be filled and said qualifications shall be consistent with the requirements of the position. All employees shall be eligible to apply for the vacancy or new position in writing.
- 17.3 **Temporary Assignments.** The Employer may make immediate temporary assignments to fill any vacancies or new positions while the job posting procedures are being carried out.
- 17.4 **Pay Upon Promotion.** Any staff within the Sheriff's Office with less than ten (10) years of experience with Carlton County who promote to a position within this unit shall be placed on the scale at the step at least forty-five (45) cents more than their current step, then move to the next step upon successful completion of the ninety (90) day trial period. Any staff within the Sheriff's Office with ten (10) or more years of experience with Carlton County who promote to a position within this unit shall be placed on the scale at the step at least forty-five (45) cents more than their current step, then move two (2) steps upon successful completion of the 90-day trial period.
- This rule shall be applied to all current employees within the unit, effective the first day of the first full pay period of 2022. Those employees who receive either a one or two step increase shall not see a change in their current promotional anniversary date. In the event that the contract is not finalized in a timely manner, wages at the new step shall be retroactive to the first day of the first full pay period of 2022.
- 17.5 **Trial Period.** The successful applicant shall have a ninety (90) day trial period in which to demonstrate his/her ability to perform the essential functions of the position. If during said period the Employer considers the employee unqualified, he/she shall be returned to his/her former position without loss of seniority rights.
- 17.6 **Notice.** When an employee is considered to have not met the minimum qualifications for a posted vacancy or new position, the Employer will advise the employee in writing of its reasons for disqualification upon written request by the employee.
- 17.7 **Grievances.** All grievances in connection with the filling of vacancies or new positions may be referred to the grievance procedure under Article 8 of this Agreement. Such grievances must be initiated and signed by the grievant within ten (10) calendar days of award of the position.

ARTICLE 18. SAVINGS CLAUSE

- 18.1 **Generally.** This Agreement is subject to the laws of the United States, the State of Minnesota, and Carlton County. 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 provision shall be voided and negotiation shall begin on the voided provision within fifteen (15) days. All other provisions shall continue in full force and effect.

ARTICLE 19. VACATION

19.1 **Generally.** Vacation shall accrue at the following rate for permanent employees with the following continuous service:

	<u>Hours per year</u>	<u>Hours per pay period</u>
1st year	48	1.85
2 through 4 years	96	3.69
5 through 9 years	120	4.62
10 through 14 years	144	5.54
15 through 19 years	168	6.46
20 through 24 years	200	7.69
25 years and up	216	8.31

19.2 **Maximum Accrual.** There shall be no accumulation of vacation beyond 200 hours for full-time employees and a pro-rated maximum accumulation for part-time employees. The accounting date for vacation accrual shall be December 31 of each year.

19.3 **Vacation Sign-up.** Employees shall sign up for vacation in writing, delineating first and second choice preference if requesting multiple dates, with the most senior employee given first consideration for dates for which there are multiple requests.

19.4 **Posting of Vacation Schedules.** Vacations shall be scheduled and posted by March 1st. If the working schedule is changed for any reason, then the employee shall have the right to change his/her approved scheduled vacation.

19.5 **Vacation Payout.** An employee who leaves employment for reasons other than termination shall receive his/her pro-rated vacation accruals paid out provided he/she has worked his/her first full year with the Employer according to the schedule set forth in Section 19.1.

19.6 **Holiday during Vacation.** If a holiday falls during an employee's scheduled vacation, the employee may elect to be paid for the day as a holiday rather than a vacation day.

ARTICLE 20. HEALTH AND WELFARE

20.1 **Health Insurance.** The Employer shall pay the cost of health insurance for the eligible employee and 80 percent of the cost of health insurance for the employee's dependents. When two spouses are eligible for health insurance through the county's health insurance program, they must choose either one single policy with dependent coverage, or two single policies. They may not choose one single policy and a second single policy with dependent coverage. This rule shall be effective January 1, 2022. Any spouses who have a single policy and a single policy with dependent coverage prior to January 1, 2022 shall be permitted to collect the full VEBA contributions on both policies until such time that they drop one or both policies; however, they must elect either two single policies or one single policy with dependent coverage.

- 20.2 **Life Insurance.** The Employer will provide fifty thousand dollars (\$50,000.00) term life insurance for each full-time employee covered by this Agreement, with the premium being paid by the Employer. Employees age seventy (70) years old or older are eligible for twenty-five thousand dollars (\$25,000).
- 20.3 **Employee Assistance Program.** The Employer will contract with a third-party provider to establish and maintain an Employee Assistance Program.
- 20.4 **Dental Insurance.** A voluntary employee paid dental insurance plan is available. No cost shall accrue to the Employer as a result of the provision or maintenance of such plan.
- 20.5 **Fitness for Duty.** Employees shall have the option to exercise while on duty. This is a voluntary Fitness-on-Duty program, which allows employees engaged in stressful and sometimes sedentary jobs an opportunity to; 1) improve job performance, 2) reduce health risks, 3) reduce job-related injuries, 4) reduce absenteeism, and 5) improve overall fitness. Employees will be permitted to use up to one-half hour of paid time, in addition to their one-half hour of paid lunch time, to exercise while on duty. They shall not be permitted to claim the hour of exercise time as overtime. Any exercising while off-duty, including immediately before or immediately after a scheduled shift, shall be considered unpaid time. The Sheriff or their designee shall have final authority to designate when, where, and how the employee shall exercise while on duty. Shift demands may make it impossible for an employee to exercise during one or more shift, and nothing in this article guarantees that an employee will be able to exercise on any given shift or shifts, or "double up" exercising during a subsequent shift.

ARTICLE 21. RETIREMENT

- 21.1 **PERA.** The present retirement plan, Public Employees Retirement Association (PERA), is to be maintained by the Employer for each employee covered by this Agreement.
- 21.2 **Health Insurance Premiums.** An employee who chooses to retire prior to age sixty-five (65), who has reached at least the age of fifty (50), who is eligible for retirement benefits from PERA, and who has at least ten (10) years of service (defined as "uninterrupted employment with the Employer, whether part-time or full-time"), shall receive health insurance premiums paid for in part or whole by the Employer up to becoming eligible for Medicare in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Employer Share of Premium</u>
Ten (10) years	50%
Twenty (20) years	66%
Twenty-five (25) years	85%
Thirty (30) years	Not to exceed the active employee rates.

- 21.3 **Sick Leave Payment at Retirement.** Any employee who retires with zero to nine (0-9) years of continuous service with the Employer shall not be entitled to payment for any day of accumulated sick leave. Retiring employees with ten (10) years of continuous

service or more with the Employer shall receive sick leave payment in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Unused Sick Leave Accumulation</u>
Ten (10) years	Fifty percent (50%)
Eleven (11) years	Sixty percent (60%)
Twelve (12) years	Seventy percent (70%)
Thirteen (13) years	Eighty percent (80%)
Fourteen (14) years	Ninety percent (90%)
Fifteen (15)+ years	One hundred percent (100%)

- 21.4 **Payout Limit.** No payment shall be made to exceed one-thousand and forty (1040) hours.
- 21.5 **HCSP.** All retiring employees of the Sheriff's Unit who are eligible for sick leave payout in accordance with this Article, shall have 100% of their eligible payout directed to the Minnesota State Retirement System (MSRS) administered Post-Retirement Health Care Savings Plan (HCSP), and be subject to all terms and conditions of said plan.
- 21.6 **Deceased Employees.** Severance benefits will be paid to a deceased employee's legal representative or beneficiary, in accordance with the above schedule.

ARTICLE 22. HOLIDAYS

- 22.1 **Paid Holidays.** Regular full-time employees shall be paid eight (8) hours pay at their straight time hourly rate for the following holidays, or days celebrated as such, and when not worked except as noted below:
- | | |
|------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veterans' Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Juneteenth | Christmas Eve |
| Independence Day | Christmas Day |
- 22.2 **Pay for Holidays Worked.** When working on the above holidays, the employee shall be paid two and one-half (2-1/2) times the regular rate for the holiday portion of the shift.
- 22.3 **Call-out Pay.** When called out on an unscheduled holiday, hours worked shall be compensable as follows: eight (8) hours straight time plus the employee's hourly rate x 2.25 x hours actually worked.
- 22.4 **Holiday Distinguished.** The holiday shall be the day stated above and not the legal holiday if such days are different.
- 22.5 **Floating Holidays.** Each employee shall receive forty-eight (48) floating holiday hours each year. All floating holiday hours must be taken during the calendar year in which they are allotted; there shall be no carryover of hours from year to year. Floating holiday

hours may be taken during the probationary period. Floating holiday hours shall be prorated for the calendar year in which an employee is first employed according to the following schedule:

<u>First Working Day</u>	<u>Hours Earned</u>
Jan 1 to Apr 30	48 hours
May 1 to Aug 31	32 hours
Sep 1 to Dec 31	24 hours

ARTICLE 23. WORK SCHEDULE

- 23.1 **Standard Work Year.** The standard work year is two thousand and eighty (2,080) hours to be accounted for by each Employee through:
- A. hours worked on assigned shifts;
 - B. holidays;
 - C. authorized leave time.
- 23.2 **Maximum/Minimum Hours.** 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.
- 23.3 **Shift Cancellation.** Any shift cancelled within forty-eight (48) hours for third party contracts and twenty-four (24) hours for all other situations of the time that the shift is scheduled to start, including Court Duty in Article 30.1 and 30.2, shall be compensated by four (4) hours of straight pay or six (6) hours of compensatory time, unless the funding source does not permit such compensatory time, in which case four (4) hours of straight pay shall be given.

ARTICLE 24. OVERTIME

- 24.1 **Rate of Compensation.** 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 in shift do not qualify an Employee for overtime under this Article.
- 24.2 **Application of Seniority.** Overtime will be offered to employees in order of class seniority. As relates to Jail/Corrections staff, in emergency and other similar situations wherein a Jail/Corrections staff person's absence is unforeseeable, the Sheriff or their designee may hold over a Jail/Corrections staff person currently on duty for up to three hours. Overtime refused by senior employees shall be assigned to the least senior employee qualified to perform the essential functions of the position.
- 24.3 **Ten Day Rule.** The following rules will serve to provide guidance on rights and responsibilities regarding signing up for overtime:

1. An employee may bump a less senior employee who is signed up for an overtime shift until ten (10) calendar days before the shift.
 2. When less than ten (10) calendar days exist before the shift, the Sheriff will first offer the overtime shift to employees in accordance with the seniority list.
 3. When less than ten (10) calendar days exist before the shift, bumping is not allowed.
 4. An employee may cancel his/her vacation with less than thirty (30) calendar days' notice if the shift has not been posted for overtime or scheduled to be covered with another employee.
- 24.4 **Pyramiding and Compounding Prohibited.** For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 24.5 **Calculation.** Overtime will be calculated to the nearest fifteen (15) minutes.
- 24.6 **Duty to Work.** Employees have the obligation to work overtime or call outs if requested by the Employer.

ARTICLE 25. COMPENSATORY TIME

- 25.1 **Generally.** Compensatory time may be banked in lieu of overtime payment in cash to a maximum of one hundred (100) hours. Authorization from the Sheriff or their designee shall be required before an employee may utilize banked compensatory time. An Employee may cash out unused compensatory time two (2) times per calendar year. All compensatory time banked and unused in excess of fifty (50) hours as of the first pay period end date in December shall be placed into the Employee's individual health care savings account. This payment shall be made on the last pay period end date in December. Garcia compensatory time shall be accrued at the rate of 24 hours per 12 week scheduling rotation for deputies assigned to the 12 hour rotating shifts. Employees earning Garcia compensatory time must schedule accrued time off at their discretion with supervisor approval within the 12-week scheduling rotation in which it was earned. This compensatory time may not be cashed out at any time.
- 25.2 **Special Classifications.** Employees classified or assigned by the Employer to the classification of Field Training Officer (FTO), Dispatch Training Officer (DTO) or Jail Training Officer (JTO) shall earn two (2) hours of compensatory time per shift when working as an FTO, DTO or JTO. Members of the Consolidated Emergency Response Team (CERT), Extrication/Mobile Field Force Team, Chemical Agent Response Team (CART) and Drone Team shall receive two (2) hours compensation per month for any months when they are attending pre-approved training or responding to an official team call-out above and/or in addition to what is earned during CERT, Extrication/Mobile Field Force Team, or Drone Team training and/or callouts. All instructors designated by the employer shall receive two (2) hours of compensatory time per month for any months that they provide instruction related to any other employer approved trainings not listed above.

- 25.3 K-9. Employees classified or assigned by the Employer to the Canine (K-9) Deputy shall receive .5 (1/2) hour of compensatory time per day for canine maintenance. The Canine Deputy will be compensated at the same rate of pay for both officer and canine care duties. Overtime compensation for the Canine Deputy shall be calculated in the same manner as it is calculated for a non-canine deputy.
- 25.4 Workplace Closure. When the County makes the decision to close all county buildings, or should the County close the Law Enforcement Center only, Employees scheduled to work during the day of the closure will receive regular pay for all regular hours worked and overtime pay as appropriate. Employees who are unable to get to work will be compensated in the same manner as non-essential employees under the County's Facility Closure policy.

ARTICLE 26. CALL OUT

- 26.1 Generally. Employees called to duty during their scheduled off-duty time shall be paid at the applicable rate of pay, but in no case shall they receive less than three (3) hours pay at one and one-half times their hourly rate. An extension of or early report to a regularly scheduled shift does not qualify the employee for the three (3) hours pay at one and one-half times their hourly rate minimum. In the event of a non-planned emergency situation in which time is of the essence, the Sheriff may call out qualified personnel closest to the emergency site without following seniority.

ARTICLE 27. SICK LEAVE

- 27.1 Personal and Family Sick Leave. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in law, father-in-law, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave for the employee's own absence. Sick leave may be paid for the employee's absence because of inability to perform their duties by reason of illness or injury, by necessity for medical or dental care, by exposure to a contagious disease under circumstances in which the health of the employee with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty.
- 27.2 Earned Sick & Safe Time (ESST) Leave Designation. Earned Sick and Safe Time (ESST) pursuant to state law may be used for any of the purposes of that statute and for those family members set forth therein.
- 27.3 Rate. Permanent, full-time employees shall accrue paid sick leave at the rate of eight (8) hours per month with a maximum accumulation of one thousand four hundred forty (1,440) hours.
- 27.4 Impact on Workers Compensation. Where injuries have occurred on the job and Workers' Compensation insurance is making payment to an employee, sick leave may be used to insure the employee's full salary. This sick leave will be deducted from the employee's accumulation on a pro rata basis.

- 27.5 **Sick Leave Bank.** On January 1st, 2026 the parties agree to sunset the sick leave bank and replace it with an advanced leave option in combination with coverage from the paid family medical leave act or a qualifying alternative. The first full pay period following January 1st, 2026, the sick leave bank will return net positive hours to employees currently in the sick leave bank. Any employees with a negative balance will pay the county back 1 hour for every 75 hours worked.

Based on the number of hours that employee has previously placed into the bank (excluding any negative balances), employees can choose to be paid back in one of the following three options:

- 1) 100% vacation
- 2) 100% sick
- 3) 50% sick & 50% vacation

Employees will receive a cash payout for all hours returned that are above their sick or vacation accrual max.

On January 1, 2026, the new state paid family leave plan or an equivalent private alternative will cover 12 weeks of qualifying leave. The county will then offer a 12-week advance leave program that the county administers paying out employees that qualify 100% of their pay and cover the employer's portion of health insurance. Employees will not be terminated while participating in the advanced leave program.

If before January 1, 2026 the state's family medical leave act or the county's qualifying equivalent private plan has a reduction in their benefit level, and the union asks to renegotiate, then the employer will return to the table and negotiate a new plan.

- 27.6 **Health Insurance Premium.** Employees reaching their maximum sick leave accumulation of 1440 hours may elect to contribute unused days over the maximum toward payment of the employee portion of their health insurance premium. Election must be made on an annual basis, cannot be changed during the year, and to be eligible the employee must have reached the maximum accumulation as of December of the year immediately preceding the election.

ARTICLE 28. BEREAVEMENT LEAVE

- 28.1 **Generally.** Employees shall be allowed up to five (5) days paid leave for mourning the death of an employee's spouse, child, stillborn child (CDC definition), parent, sibling, grandparent, stepchild, stepparent, grandchild, legal ward, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, and the employee's spouse's grandparent. Up to three (3) days paid leave shall be allowed for the purpose of attending the wake and funeral of the employee's aunt, uncle, niece, and nephew. Relation to aunt, uncle, niece and nephew is by blood or adoption. One (1) day paid leave may be granted for the purpose of attending the wake and/or funeral of a current Carlton County

Employee, with the understanding that some staff may be required to staff the Sheriff's Office, as directed by the Sheriff or his/her designee.

ARTICLE 29. TRAINING

29.1 Rate of Compensation. Where an employee is expected to attend approved classes in Law Enforcement as a condition of employment, said employee shall be compensated at his/her regular rate of pay for hours spent in attendance of said classes. Documentation of actual class time must be provided. Direct travel time to and from class shall also be considered as paid work time. If approved training meets the definition of overtime in Section 24.1, employees shall be compensated at time and one-half pay or compensatory time for all overtime hours worked.

If class/training attendance will not encompass a full shift, then employees may make up the hours missed within the following two weeks from the date of class/training, or use vacation, comp or personal leave to account for regular hours missed. Such make-up hours shall be subject to supervisor's approval, shall not be construed as overtime, and must be worked as an addition to a scheduled shift.

29.2 CERT Training. When authorized in advance by the Sheriff, or the Sheriff's Designee, Consolidated Emergency Response Team (CERT) training shall be paid as time and one-half compensatory time.

ARTICLE 30. COURT DUTY

30.1 Pay for Court Appearance. An employee who is required to appear in court during their 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 regular rate of pay or in compensation time. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum. Employees shall not be required to work office or street duty to qualify for the court time minimum.

30.2 Notice for Court Appearance. An employee who is required to appear in court during their scheduled off-duty time shall be given 24 hours' prior notification of cancellation of the court appearance. If the notification is not given 24 hours prior to the scheduled court time, the employee will receive the four (4) hours straight time pay or compensation time.

30.3 Stand-by for Court Appearance. An employee who is placed on standby for court during their scheduled off-duty time shall be given 24 hours prior notification of cancellation of the court appearance. If the notification is not given 24 hours prior to the scheduled court time, the employee will receive three (3) hours at one and one-half times the employee's regular rate of pay or in compensation time. If the standby period is extended beyond three hours, the employee will be compensated for the actual time at one and one-half times employee's regular rate of pay or in compensation time.

30.4 Jury Duty. An employee who appears for jury duty will not be required to work eight (8) hours prior to or eight (8) hours after being relieved from jury duty for the day. If jury

duty responsibility will not encompass a full shift, then employees may make up their hours missed within the following two weeks from the date of jury duty, or use vacation, comp or personal leave to account for regular hours missed. Such make-up hours shall be subject to supervisor's approval, shall not be construed as overtime, and must be worked as an addition to a scheduled shift. Any hours served on jury duty shall count toward, but not exceed, the employee's regularly scheduled hours for any hours that the scheduled shift and Jury Duty hours overlap. Hours of jury duty services shall be calculated to the nearest fifteen (15) minutes.

ARTICLE 31. SHIFT DIFFERENTIAL

31.1 **Generally.** Employees assigned to and working any of the hours between the hours of 6:00 p.m. and 6:00 a.m., and those hours worked as an extension to a shift encompassing the hours of 6:00 p.m. to 6:00 a.m., shall receive a night shift differential of one dollar and forty cents (\$1.40) per hour. Shift differential shall be an add-on to base pay and shall not be compounded or otherwise multiplied for premium pay situations.

ARTICLE 32. LONGEVITY

32.1 **Eligibility.** All Union regular and part-time employees shall be eligible for longevity pay, regardless of their hire date. A regular employee shall become eligible to receive longevity pay upon the completion of his/her fifth (5th) and tenth (10th) year(s) of service, respectively. A part-time employee will become eligible when they have worked a number of hours equivalent to five (5) and ten (10) years of full-time employment, respectively, said hours calculated based upon their percentage FTE. A temporary employee shall not become eligible for longevity pay, regardless of how long they have worked for the Employer. At such a time that a temporary employee becomes a regular or part-time employee, they will receive no credit for any time spent working as a temporary employee as regards the calculation of their five (5) and ten (10) year anniversary of hire dates.

32.2 **Payment.** Longevity pay shall be equal to one (1) percent of the employee's hourly salary upon completion of five (5) years of service and an additional one (1) percent of the employee's hourly salary upon completion of ten (10) years of service. Once an employee has received his/her longevity pay, the pay cannot be withheld for any reason.

32.3 **Disciplinary Action.** The Sheriff or their designee will maintain an accurate list of all Sheriff's Office employee anniversary of hire dates. Within the twenty-eight (28) calendar days prior to the employee's anniversary date, the Sheriff or their designee will undertake to determine whether the employee has received any incidents of disciplinary action documented in the employee's personnel file within the past five (5) years starting from their anniversary of hire date, or is the subject of any pending disciplinary actions. For purposes of this Article, discipline is defined as any of the disciplinary actions described in Article 7, Section 7.1 of this Agreement. Discipline is not final until a final disposition has occurred, consistent with Minnesota Statutes Section 13.43.

1. If the employee has no documented disciplinary action within the previous five (5) years from their anniversary of hire date, they will receive the longevity pay increase beginning on the five (5) year or ten (10) year anniversary date of hire, retroactive to that date if necessary.
2. If the employee has documented disciplinary action(s) within the previous five (5) years from the anniversary date of hire, they will not receive a longevity pay increase at that time. However, they will be eligible for a longevity pay review within a predetermined time period from their anniversary date of hire (hereafter, "abeyance period; see paragraph 4). If they have had no disciplinary action(s) taken, nor any pending, during that abeyance period, they will be granted longevity pay effective on the last day of the abeyance period. (The longevity pay will not be made retroactive to the initial five (5) or ten (10) year review.) Should the employee not be eligible after the first abeyance period review, they will continue to be reviewed until they become eligible, and will receive their longevity pay effective on the last day of the most recent abeyance period.
3. If the employee has no documented disciplinary action(s) within the previous five (5) years from their anniversary date of hire, but they are at the time of review the subject of disciplinary action, the longevity pay increase will be held in abeyance pending the outcome of the disciplinary action.
 - a. If, at the end of the investigation, no disciplinary action is imposed, the employee will receive their longevity pay increase retroactive to their anniversary date of hire.
 - b. If disciplinary action is imposed, the employee will be eligible for a longevity pay review at the end of the abeyance period regardless of when the disciplinary action was finalized, such that the disciplinary action for purposes of this paragraph will be considered to have been taken at the time the investigation was initiated, and consistent with the process outlined in paragraph 2, supra.
 - c. If disciplinary action is imposed and subsequently withdrawn by the County or overturned during mediation or arbitration, the employee shall receive his/her longevity pay increase retroactive to his/her anniversary date of hire.
4. For purposes of this Article, the "abeyance period" shall be as follows:
 - Oral reprimand – 3 months
 - Written reprimand – 6 months
 - Suspension – 12 months
 - Involuntary demotion – 12 monthsThe abeyance period shall be no longer than twelve (12) months, regardless of the level or number of disciplinary actions. For example, if an employee has an oral reprimand in the look-back period, the employee will be reviewed three (3) months after the anniversary of his/her date of hire. If the employee has one (1) oral reprimand and one (1) written reprimand in the look-back period, the employee will be reviewed six (6) months after the anniversary of his/her date of hire. If the employee has one (1) suspension and subsequently receives a written reprimand, the employee will be reviewed twelve (12) months after the anniversary of his/her date of hire.

ARTICLE 33. MILEAGE

- 33.1 **Generally.** An employee shall not be required to furnish his/her own car for duty. Where an employee, as agreed to by the Employer, does use his/her own car on duty, he/she shall be reimbursed in accordance with the established policy of the Employer.

ARTICLE 34. WAGES

- 34.1 **Generally.** Wages and classifications as recommended by the Keystone Study shall be attached to this Agreement as Wage Schedule.
- 34.2 **Wages.** First day of the first full pay period of 2024 – 3.25% general increase. First day of the first full pay period of 2025 – 3.75% general increase. First day of the first full pay period of 2026 – 3.25% general increase. This benefit shall be applied retroactively, if necessary.
- 34.3 **Position Reevaluations.** It is understood that employee position descriptions and rates of pay need to be re-evaluated on a regular basis and in a fair and uniform manner that takes into consideration both internal and external factors. It is agreed that all Carlton County employees will have their position descriptions and rates of pay re-evaluated automatically on a regular schedule once every two years, followed by one year of no scheduled reviews. The general understanding is that the schedule will involve dividing the membership of each of the County's Unions and the non-bargaining/confidential unit into eight relatively equal groups, with one group being re-evaluated in each quarter of the two-year period, followed by one year of no scheduled reviews.

ARTICLE 35. UNIFORMS

- 35.1 **Corrections and Field Divisions.** Carlton County shall provide and maintain uniforms for employees in the Jail and Field divisions. Such uniforms shall consist of three summer uniforms, three winter uniforms and two jackets. In addition, uniformed field employees shall be provided one parka and one raincoat. Employees of the Field and Jail divisions shall be reimbursed up to \$200.00 per year for the purchase of approved foot wear, including socks, to be worn while on duty. Foot wear selection must be approved in advance by the Lieutenant or above.
- 35.2 **All Other Personnel.** The Employer agrees to furnish and maintain three (3) summer and three (3) winter shirts, two (2) pairs of slacks and one (1) jacket for all other Sheriff's Office personnel. Dry cleaning shall be paid for by the Employer.

ARTICLE 36. NO STRIKE

- 36.1. **Generally.** It is agreed by and between the parties hereto that there will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, picketing, or lockout during the term of this Agreement, or during any period of time while

negotiations are in progress between the parties hereto for the continuance or renewal of this Agreement.

ARTICLE 37. DIVISIONS

37.1 Generally. The Employer shall establish four (4) divisions within the Sheriff's Office:

1. Field Division
2. Jail/Transportation Division
3. Communications Division
4. Headquarters and Special Services Division

37.2 Filling. Vacant shifts and overtime will be scheduled within the division, when possible.

ARTICLE 38. OUTSIDE EMPLOYMENT

38.1 Generally. An employee may accept outside employment during off-duty hours, provided such employment is not illegal and would not bring discredit to his/her position or to the Sheriff's Office. Employees must notify the Sheriff, in writing, prior to commencing such employment and may be required, by the Employer, to justify continued employment if the Employer receives complaints relative to conflict of interest or other valid objection to the employment. An employee may not hold himself as a county employee to his/her other employer or to the public when engaged in outside employment.

ARTICLE 39. TERM OF AGREEMENT

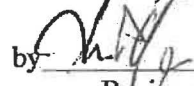
39.1 Generally. This Agreement shall be effective from the 1st day of January, 2024, and shall continue in full force and effect up to and including the 31st day of December, 2026, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to December 31, 2026. In the event such notice is given, negotiations shall begin no later than one hundred fifty (150) days prior to December 31, 2026. This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of May, 2024.

COUNTY OF CARLTON


LAW ENFORCEMENT LABOR SERVICES, INC., (LOCAL 374)

by 
County Board Chair


by 
Business Agent

Dated: 4/30/2024

Attest:

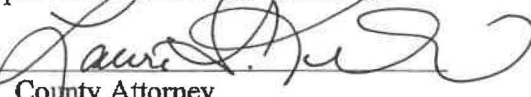
by 
County Auditor

by 
Steward

by 
County Sheriff

by 
Steward

Approved as to form and execution:

by 
County Attorney

Dated: 5/1/2024

APPENDIX A

Carlton County Wage Schedule - 2024									
LELS									
Grades	New Minimum	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
100	\$20.93	\$21.64	\$22.40	\$23.18	\$24.01	\$24.88			
110	\$21.82	\$22.58	\$23.37	\$24.18	\$25.04	\$25.98			
120	\$23.32	\$24.12	\$24.98	\$25.84	\$26.75	\$27.73			
130	\$25.12	\$25.99	\$26.90	\$27.85	\$28.83	\$29.90			
130-5 yr (1%)	\$25.37	\$26.25	\$27.17	\$28.13	\$29.12	\$30.20			
130-10 yr (1%)	\$25.62	\$26.51	\$27.44	\$28.41	\$29.41	\$30.50			
140	\$26.70	\$27.63	\$28.60	\$29.60	\$30.64	\$31.77			
140-5 yr (1%)	\$26.97	\$27.91	\$28.89	\$29.90	\$30.95	\$32.09			
140-10 yr (1%)	\$27.24	\$28.19	\$29.18	\$30.20	\$31.26	\$32.41			
150	\$28.53	\$29.55	\$30.57	\$31.65	\$32.76	\$33.99			
150-5 yr (1%)	\$28.82	\$29.85	\$30.88	\$31.97	\$33.09	\$34.33			
150-10 yr (1%)	\$29.11	\$30.15	\$31.19	\$32.29	\$33.42	\$34.67			
160	\$31.31	\$32.42	\$33.54	\$34.72	\$35.95	\$37.28			
160-5 yr (1%)	\$31.62	\$32.74	\$33.88	\$35.07	\$36.31	\$37.65			
160-10 yr (1%)	\$31.94	\$33.07	\$34.22	\$35.42	\$36.67	\$38.03			
170	\$32.74	\$33.89	\$35.07	\$36.31	\$37.58	\$38.98			
170-5 yr (1%)	\$33.07	\$34.23	\$35.42	\$36.67	\$37.96	\$39.37			
170-10 yr (1%)	\$33.40	\$34.57	\$35.77	\$37.04	\$38.34	\$39.76			
180	\$34.12	\$35.05	\$36.04	\$37.06	\$38.10	\$39.17	\$40.26	\$41.38	\$42.64
180-5 yr (1%)	\$34.46	\$35.40	\$36.40	\$37.43	\$38.48	\$39.56	\$40.66	\$41.79	\$43.07
180-10 yr (1%)	\$34.80	\$35.75	\$36.76	\$37.80	\$38.86	\$39.96	\$41.07	\$42.21	\$43.50
190	\$36.50	\$37.52	\$38.57	\$39.65	\$40.76	\$41.91	\$43.08	\$44.28	\$45.63
190-5 yr (1%)	\$36.87	\$37.90	\$38.96	\$40.05	\$41.17	\$42.33	\$43.51	\$44.72	\$46.09
190-10 yr (1%)	\$37.24	\$38.28	\$39.35	\$40.45	\$41.58	\$42.75	\$43.94	\$45.17	\$46.55
200	\$39.11	\$40.23	\$41.35	\$42.51	\$43.70	\$44.94	\$46.18	\$47.47	\$48.91
200-5yr (1%)	\$39.50	\$40.63	\$41.76	\$42.94	\$44.14	\$45.39	\$46.64	\$47.94	\$49.40
200-10 yr (1%)	\$39.90	\$41.03	\$42.18	\$43.37	\$44.57	\$45.84	\$47.11	\$48.42	\$49.89
210	\$42.77	\$43.95	\$45.17	\$46.45	\$47.77	\$49.10	\$50.47	\$51.88	\$53.45
220	\$45.81	\$47.07	\$48.42	\$49.78	\$51.14	\$52.59	\$54.07	\$55.58	\$57.26
230	\$49.61	\$51.00	\$52.42	\$53.89	\$55.41	\$56.96	\$58.55	\$60.18	\$62.02
240	\$53.70	\$55.21	\$56.75	\$58.35	\$59.98	\$61.65	\$63.36	\$65.15	\$67.13
250	\$58.08	\$59.72	\$61.39	\$63.12	\$64.87	\$66.68	\$68.56	\$70.49	\$72.61

APPENDIX B

Carlton County Wage Schedule - 2025									
LELS									
Grades	New Minimum	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
100	\$21.71	\$22.45	\$23.24	\$24.05	\$24.91	\$25.81			
110	\$22.64	\$23.43	\$24.25	\$25.09	\$25.98	\$26.95			
120	\$24.19	\$25.02	\$25.92	\$26.81	\$27.75	\$28.77			
130	\$26.06	\$26.96	\$27.91	\$28.89	\$29.91	\$31.02			
130-5 yr (1%)	\$26.32	\$27.23	\$28.19	\$29.18	\$30.21	\$31.33			
130-10 yr (1%)	\$26.58	\$27.50	\$28.47	\$29.47	\$30.51	\$31.64			
140	\$27.70	\$28.67	\$29.67	\$30.71	\$31.79	\$32.96			
140-5 yr (1%)	\$27.98	\$28.96	\$29.97	\$31.02	\$32.11	\$33.29			
140-10 yr (1%)	\$28.26	\$29.25	\$30.27	\$31.33	\$32.43	\$33.62			
150	\$29.60	\$30.66	\$31.72	\$32.84	\$33.99	\$35.26			
150-5 yr (1%)	\$29.90	\$30.97	\$32.04	\$33.17	\$34.33	\$35.61			
150-10 yr (1%)	\$30.20	\$31.28	\$32.36	\$33.50	\$34.67	\$35.97			
160	\$32.48	\$33.64	\$34.80	\$36.02	\$37.30	\$38.68			
160-5 yr (1%)	\$32.80	\$33.98	\$35.15	\$36.38	\$37.67	\$39.07			
160-10 yr (1%)	\$33.13	\$34.32	\$35.50	\$36.74	\$38.05	\$39.46			
170	\$33.97	\$35.16	\$36.39	\$37.67	\$38.99	\$40.44			
170-5 yr (1%)	\$34.31	\$35.51	\$36.75	\$38.05	\$39.38	\$40.84			
170-10 yr (1%)	\$34.65	\$35.87	\$37.12	\$38.43	\$39.77	\$41.25			
180	\$35.40	\$36.36	\$37.39	\$38.45	\$39.53	\$40.64	\$41.77	\$42.93	\$44.24
180-5 yr (1%)	\$35.75	\$36.72	\$37.76	\$38.83	\$39.93	\$41.05	\$42.19	\$43.36	\$44.68
180-10 yr (1%)	\$36.11	\$37.09	\$38.14	\$39.22	\$40.33	\$41.46	\$42.61	\$43.79	\$45.13
190	\$37.87	\$38.93	\$40.02	\$41.14	\$42.29	\$43.48	\$44.70	\$45.94	\$47.34
190-5 yr (1%)	\$38.25	\$39.32	\$40.42	\$41.55	\$42.71	\$43.91	\$45.15	\$46.40	\$47.81
190-10 yr (1%)	\$38.63	\$39.71	\$40.82	\$41.97	\$43.14	\$44.35	\$45.60	\$46.86	\$48.29
200	\$40.58	\$41.74	\$42.90	\$44.10	\$45.34	\$46.63	\$47.91	\$49.25	\$50.74
200-5yr (1%)	\$40.99	\$42.16	\$43.33	\$44.54	\$45.79	\$47.10	\$48.39	\$49.74	\$51.25
200-10 yr (1%)	\$41.40	\$42.58	\$43.76	\$44.99	\$46.25	\$47.57	\$48.87	\$50.24	\$51.76
210	\$44.37	\$45.60	\$46.86	\$48.19	\$49.56	\$50.94	\$52.36	\$53.83	\$55.45
220	\$47.53	\$48.84	\$50.24	\$51.65	\$53.06	\$54.56	\$56.10	\$57.66	\$59.41
230	\$51.47	\$52.91	\$54.39	\$55.91	\$57.49	\$58.72	\$60.75	\$62.44	\$64.35
240	\$55.71	\$57.28	\$58.88	\$60.54	\$62.23	\$63.96	\$65.74	\$67.59	\$69.65
250	\$60.26	\$61.96	\$63.69	\$65.49	\$67.30	\$69.18	\$71.13	\$73.13	\$75.33

APPENDIX C

Carlton County Wage Schedule - 2026									
LELS									
Grades	New Minimum	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
100	\$22.42	\$23.18	\$24.00	\$24.83	\$25.72	\$26.65			
110	\$23.38	\$24.19	\$25.04	\$25.91	\$26.82	\$27.83			
120	\$24.98	\$25.83	\$26.76	\$27.68	\$28.65	\$29.71			
130	\$26.91	\$27.84	\$28.82	\$29.83	\$30.88	\$32.03			
130-5 yr (1%)	\$27.18	\$28.12	\$29.11	\$30.13	\$31.19	\$32.35			
130-10 yr (1%)	\$27.45	\$28.40	\$29.40	\$30.43	\$31.50	\$32.67			
140	\$28.60	\$29.60	\$30.63	\$31.71	\$32.82	\$34.03			
140-5 yr (1%)	\$28.89	\$29.90	\$30.94	\$32.03	\$33.15	\$34.37			
140-10 yr (1%)	\$29.18	\$30.20	\$31.25	\$32.35	\$33.48	\$34.71			
150	\$30.56	\$31.66	\$32.75	\$33.91	\$35.09	\$36.41			
150-5 yr (1%)	\$30.87	\$31.98	\$33.08	\$34.25	\$35.44	\$36.77			
150-10 yr (1%)	\$31.18	\$32.30	\$33.41	\$34.59	\$35.79	\$37.14			
160	\$33.54	\$34.73	\$35.93	\$37.19	\$38.51	\$39.94			
160-5 yr (1%)	\$33.88	\$35.08	\$36.29	\$37.56	\$38.90	\$40.34			
160-10 yr (1%)	\$34.22	\$35.43	\$36.65	\$37.94	\$39.29	\$40.74			
170	\$35.07	\$36.30	\$37.57	\$38.89	\$40.26	\$41.75			
170-5 yr (1%)	\$35.42	\$36.66	\$37.95	\$39.28	\$40.66	\$42.17			
170-10 yr (1%)	\$35.77	\$37.03	\$38.33	\$39.67	\$41.07	\$42.59			
180	\$36.55	\$37.54	\$38.61	\$39.70	\$40.81	\$41.96	\$43.13	\$44.33	\$45.68
180-5 yr (1%)	\$36.92	\$37.92	\$39.00	\$40.10	\$41.22	\$42.38	\$43.56	\$44.77	\$46.14
180-10 yr (1%)	\$37.29	\$38.30	\$39.39	\$40.50	\$41.63	\$42.80	\$44.00	\$45.22	\$46.60
190	\$39.10	\$40.20	\$41.32	\$42.48	\$43.66	\$44.89	\$46.15	\$47.43	\$48.88
190-5 yr (1%)	\$39.49	\$40.60	\$41.73	\$42.90	\$44.10	\$45.34	\$46.61	\$47.90	\$49.37
190-10 yr (1%)	\$39.88	\$41.01	\$42.15	\$43.33	\$44.54	\$45.79	\$47.08	\$48.38	\$49.86
200	\$41.90	\$43.10	\$44.29	\$45.53	\$46.81	\$48.15	\$49.47	\$50.85	\$52.39
200-5yr (1%)	\$42.32	\$43.53	\$44.73	\$45.99	\$47.28	\$48.63	\$49.96	\$51.36	\$52.91
200-10 yr (1%)	\$42.74	\$43.97	\$45.18	\$46.45	\$47.75	\$49.12	\$50.46	\$51.87	\$53.44
210	\$45.81	\$47.08	\$48.38	\$49.76	\$51.17	\$52.60	\$54.06	\$55.58	\$57.25
220	\$49.07	\$50.43	\$51.87	\$53.33	\$54.78	\$56.33	\$57.92	\$59.53	\$61.34
230	\$53.14	\$54.63	\$56.16	\$57.73	\$59.36	\$60.63	\$62.72	\$64.47	\$66.44
240	\$57.52	\$59.14	\$60.79	\$62.51	\$64.25	\$66.04	\$67.88	\$69.79	\$71.91
250	\$62.22	\$63.97	\$65.76	\$67.62	\$69.49	\$71.43	\$73.44	\$75.51	\$77.78