

LABOR AGREEMENT

BETWEEN

**LAW ENFORCEMENT LABOR SERVICES, INC
(LOCAL #16)**

CORRECTIONAL OFFICERS

AND

CROW WING COUNTY



January 1, 2022, through December 31, 2024

TABLE OF CONTENTS

ARTICLE 1. PURPOSE OF AGREEMENT 3

ARTICLE 2. RECOGNITION 3

ARTICLE 3. DEFINITIONS 3

ARTICLE 4. EMPLOYEE SECURITY 3

ARTICLE 5. EMPLOYER AUTHORITY 4

ARTICLE 6. EMPLOYEE RIGHTS GRIEVANCE PROCEDURE 5

ARTICLE 7. WORK SCHEDULES 6

ARTICLE 8. OVERTIME 7

ARTICLE 9. EMPLOYEE BENEFITS 7

ARTICLE 10. HOLIDAYS 10

ARTICLE 11. LEAVE OF ABSENCE 10

ARTICLE 12. INSURANCE 13

ARTICLE 16. OUTSIDE EMPLOYMENT 17

ARTICLE 17. JOB SAFETY 17

ARTICLE 18. WAGES 17

ARTICLE 19. WAIVER 18

ARTICLE 20. SAVINGS CLAUSE 19

APPENDIX B 22

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between Crow Wing County, hereinafter called Employer, and the Law Enforcement Labor Services, Inc., hereinafter called LELS. The intent of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.2 Specify the full and complete understanding of the parties; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes LELS as a sole and exclusive bargaining agent under Minn. Stat. 179a.03, Subd.8 for essential Non-Licensed employees in the Crow Wing County Sheriff's Office, Jail Division who work more than fourteen (14) hours per week and sixty-seven (67) days per year excluding supervisory employees, confidential employees, and all other County employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 LELS: The Law Enforcement Labor Services, Inc., the Exclusive Bargaining Agent
- 3.2 EMPLOYER: Crow Wing County or its representatives.
- 3.3 LELS MEMBER: A member of LELS.
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 REGULAR EMPLOYEE: Employee who has successfully completed the required probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.
- 3.7 SENIORITY: Length of continuous service with the Employer.
- 3.8 LELS OFFICER: Duly appointed or elected officer of LELS.
- 3.9 ORIGINAL DATE OF HIRE: This date refers to the accrual of benefits that are accrued based on time employed by Crow Wing County. Examples: PTO days.
- 3.10 CLASSIFICATION SENIORITY: This date refers to seniority within the bargaining unit and is applied benefits designated within this agreement.
- 3.11 PART-TIME EMPLOYEE: Employee who works more than an average of 14 hours per week and sixty-seven (67) days per year. Part-time employees shall receive benefits, for which they are eligible, based on the following: Part-time employees who average twenty (20) or more hours per week shall receive a 50% prorated benefit level. Part-time employees average thirty (30) or more hours per week shall receive a 75% prorated benefit level.

ARTICLE 4. EMPLOYEE SECURITY

- 4.1 There shall be no discrimination against any Employee because of LELS membership or non-membership.

- 4.2 LELS may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of the names of such stewards.
- 4.3 LELS with the consent of a Department Head, shall have access to the premises of the Employer at reasonable times subject to reasonable rules to investigate grievances and for other reasonable purposes.
- 4.4 The Employer shall deduct from the first pay of each month, for those employees who certify it in writing, the regular monthly dues and forward such monies to the designated officer of LELS.
- 4.5 All employees who are covered by this Agreement and who are not members of the Union, may choose to contribute a fair share fee for services rendered by the Union; and the Employer, upon notification in writing by the Union of such employees, along with a signed document by the employee shall be obligated to check off said fee from the earnings of the employee and transmit the same to the union.
- 4.6 LELS agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the County and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken by the County under the provisions of this Article.
- 4.7 The Employer agrees not to enter into any agreement with employees individually or collectively, covered by this Agreement, which conflicts with the provisions of this Agreement.
- 4.8 The Employer agrees to make space available on the Employer physical and/or electronic bulletin board for the posting of LELS notice(s) and announcements and to make space available on the Employer physical and/or electronic bulletin board for meetings when it does not conflict with the operation of the department.
- 4.9 Any employee who is called in for an internal investigation may request and shall have the right to have a representative of LELS present during any questioning. The Employer shall be under no obligation to inform the Employee of this provision prior to questioning.
- 4.10 The employer agrees to allow the officers and representatives of the bargaining unit reasonable time off, with prior approval, for the purpose of conducting LELS business. This will be limited to one employee from the Jailer Operations. If the time off occurs during the regularly scheduled shift hours, the employee will be paid his/her regular rate. If the employee is on his/her regularly scheduled time off, there will be no compensation.
- 4.11 Employees shall have the rights granted to all citizens by the Constitution of the United States and the State of Minnesota.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with the discretion of the Employer to modify, establish, or eliminate.
- 5.3 LELS specifically recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the Sheriff's Department within its legal limitations and the Employer's primary obligation to protect the lives and property of persons within the County.

ARTICLE 6. EMPLOYEE RIGHTS GRIEVANCE PROCEDURE

- 6.1 DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 UNION REPRESENTATIVE: The Employer will recognize Representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and their successors when so designated.
- 6.3 PROCESSING OF A GRIEVANCE: It is recognized and accepted by LELS and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved Employee and a Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.
- 6.4 PROCEDURE: Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure.

- Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty (20) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative shall discuss and give an answer to such Step 1 grievance within twenty (20) 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 by the Union within ten (10) calendar days. A grievance not appealed to Step 2 in ten (10) days shall be considered waived.
- Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give LELS the Employers 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. A grievance not appealed in ten (10) days shall be considered waived.
- Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the Employer-designated Step 3 representative. The Employer-designated 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 Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 within ten (10) days shall be considered waived.
- Step 4. Upon completion of the previous procedure and prior to requesting arbitration, either the Union or the Employer may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) working days following the decision in Step 3. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 5.
- Step 5. A grievance unresolved in Step 3 and appealed to Step 4 by LELS 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.

6.5 ARBITRATOR'S AUTHORITY;

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing to him/her by the Employer and LELS.
- B. The arbitrator shall have no power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearings or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of the Agreement in regard to the grievance submitted to him.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and LELS, 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 records to be made, providing it pays for the record. If both parties desire a verbatim record of proceedings, the cost shall be shared equally.

6.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the employer and the Union in each step.

6.7 POSTMARK: A grievance shall be considered to have been presented within the time limits set forth in this Article if it is postmarked via regular mail or electronically dated via email, within the time limits specified.

ARTICLE 7. WORK SCHEDULES

7.1 The County shall be the sole authority in determining work schedules.

7.2 For Corrections employees the normal work period shall be 28 consecutive days. The normal workweek shall be an average of 40 hours per week or 160 hours in consecutive day periods.

7.3 The normal work year shall consist of two-thousand eighty (2,080) hours, accounted for by each employee through:

- a. Scheduled hours of work (including vacations);
- b. Holidays;
- c. Roll Call;
- d. Training;

7.4 Nothing in this or any other Article shall be construed as a guarantee of a maximum or a minimum number of hours of work.

7.5 Voluntary shift switching may be arranged provided it is agreeable to the employee's immediate supervisor and provided further such switching is not used as the basis for a claim of overtime. Shift switches must be completed within two (2) consecutive payroll cycles.

7.6 Any training taken at the employer's expense, which is not successfully completed unless beyond the employee's control, shall be retaken within 18 months or at the earliest opportunity deemed by the Sheriff's office at the employer's expense unless directed by the Sheriff Office Administration.

7.7 All employees who work a continuous four (4) hour period shall be allowed a fifteen (15) minute break. Employees are not allowed to work during their normal break period in order to leave early.

ARTICLE 8. OVERTIME

8.1 All hours worked by an employee in excess of a normally scheduled work shift shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular straight-time rate of pay. In computing overtime compensation, overtime hours shall not be pyramided, compounded, or paid twice for the same hours worked.

For Corrections employees, non-mandatory training or committee hours, for which the employee receives regular county paid wages, is included in hours worked for the purpose of determining overtime when total hours worked and/or paid exceed 171 hours in a 28 day period.

8.2 Overtime required by Subsection 8.1 may be in the form of equivalent compensatory time off, provided:

8.2.1 It is agreed upon by the employee and his/her immediate supervisor.

8.2.2 Compensatory time off shall be limited to a maximum accumulation of forty (40) hours at any one time. Compensatory time earned up to 40 hours will be paid out to the employee with the last payroll check of the year it is earned. Compensatory time earned does not roll over to the next year.

8.2.3 Compensatory time may be banked in one (1) hour increments and taken in one-half (1/2) hour increments as mutually agreed upon by the employee and his/her immediate supervisor.

8.3 A change of shift does not qualify an employee for overtime under the provisions of this Article.

8.4 Employees required to appear in court during their off-duty hours shall receive a minimum of 2 hours (2) pay at one and one-half times their regular straight-time hourly rate. Employees who are scheduled for Court will receive a minimum of 2 hours pay at the overtime rate if Court is canceled without a 24-hour notice prior to the date of the scheduled Court. If the Court is scheduled on a Monday, notification must be made before 4:30 p.m. on the preceding Friday.

8.5 Employees called back to work during their off-duty hours shall be paid a minimum of two (2) hours pay at one and one-half (1½) times their regular straight-time hourly rate.

8.6 Overtime will be distributed as equally as practicable by classification. Overtime refused by an employee shall, for record purposes, be considered as unpaid overtime worked.

ARTICLE 9. EMPLOYEE BENEFITS

9.1 PAID TIME OFF (PTO)

Employee shall earn Paid Time Off on the following basis.

9.1.1 Accrual Rates

The following PTO benefits are available to all full-time regular employees.

Years of Service	Days Earned Per Month	Hours Earned Per Month	Days Earned Per Year	Hours Earned Per Year
0-3 Years	1.75	14	21	168
4-5 Years	2.00	16	24	192
6-7 Years	2.25	18	27	216
8-15 Years	2.50	20	30	240
16-19 Years	2.75	22	33	264
20+ Years	2.83	22.67	34	272

PTO is earned in hours per pay period according to the benefit schedule and may be used in future pay periods, after being earned, in increments of not less than 30 minutes.

When the employee's length of service reaches the next higher rate of accrual, the new rate of accrual shall begin on the first day of the pay period following the date of eligibility. For example, the initial accrual rate changes at the beginning of the fourth year of continuous employment as measured by the original date of hire.

Part-time employees regularly scheduled to work twenty (20) or more hours per week shall accrue PTO on a pro-rated basis.

9.1.2 Restrictions

PTO shall not accrue during a period of unpaid leave of absence.

Maximum PTO accrual is 480 hours. PTO accruals are suspended at any time the accrued benefit exceeds 480 hours.

9.1.3 Separation from Employment

Payment for unused PTO shall be paid out to separating employees in good standing. Any employee who is separated from employment by layoff, resignation, retirement, disability or death, shall be paid for the unused PTO accrued to his/her credit. Any employee terminated for cause or resigns pending charges of misconduct or other grounds for termination, shall not be entitled to this benefit and shall forfeit all accrued PTO.

9.1.4 Scheduling

PTO requests are to be submitted to the supervisor in compliance with departmental procedures. Employees shall provide written notice of vacation time preferred by November 1st of each year to become effective January 1st of the following year. Vacation periods shall be established on the basis of such preferences provided they do not interfere with normal operations. In the case of conflict as to proposed vacation periods, seniority shall apply.

Employees shall notify their supervisor by telephone or other means at the earliest opportunity when they will be unable to report to work as scheduled because of illness. Such notice shall be given at least four hours prior to the start of the shift which will be missed because of illness whenever possible.

Unscheduled PTO usage may require certification of the basis for the unscheduled absence. Unreliable attendance relating to unscheduled PTO usage and/or failure to follow departmental policies regarding advance approval of PTO may subject the employee to disciplinary action.

9.1.5 Medical Certification

Physician's certification stating the nature and duration of an illness or injury and/or verification of the employee's inability to perform the duties and responsibilities of his/her assignment may be required at the discretion of the supervisor before the use of unscheduled/emergency PTO is approved. A statement attesting to the employee's ability to return to work and perform the essential functions of that employee's position may also be required before the employee returns to work.

9.2 EXTENDED LEAVE BANK (ELB)

Employees hired before January 1, 2009, may have accrued hours in the Extended Leave Bank (ELB) according to the conversion policies of the Crow Wing County Paid Time Off (PTO) Plan approved by the County Board of Commissioners on October 23, 2007. The ELB may be used for illness or disability for the employee or to care for immediate family members of greater than three workdays on the same basis as the prior sick leave. Absence due to illness, disability, or injury may be taken from the ELB or the PTO

Plan, at the employee's choice; however, the supervisor may require acceptable medical verification that the absence qualified under the prior sick leave requirements before approving the use of ELB time.

9.2.1 Application of Extended Leave Bank Hours

Extended Leave Bank hours may be accessed following the third consecutive day of absence attributable to the employee's illness and/or disability. Extended Leave Bank hours may also be used following the third consecutive day of absence attributable to the serious illness or injury of an employee's immediate family. Immediate family, for the purpose of this section, shall be limited to the employee's spouse, children, and parents, and step-children when no other person is available to provide the necessary nursing care. The three (3) day eligibility waiting period, once satisfied, does not apply to recurring absences relating to the original illness or injury when they return to work period is less than thirty (30) days.

9.2.2 Medical Certification

Physician's certification stating the nature and duration of an illness or injury and/or verification of the employee's inability to perform the duties and responsibilities of his/her assignment may be required at the discretion of the supervisor before the use unscheduled/emergency ELB is approved. A statement attesting to the employee's ability to return to work and perform the essential functions of that employee's position may also be required before the employee returns to work. ELB usage attributable to the illness or injury of a member of the employee's immediate family may require a physician's certification and/or verification of the illness of the family member.

9.2.3 Extended Leave Bank Abuse

The abuse of these provisions may subject the employee to disciplinary action by the Employer.

9.2.4 Separation from Employment

Any County employee separating his/her employment with the County will forfeit any accrued Extended Leave Bank Hours unless otherwise provided as defined by applicable severance language.

9.2.5 Extended Leave Bank Accumulation

Extended Leave Bank hours represent the employee's accrued unused sick leave as of 12/31/08. No additional accruals may be earned following 12/31/08.

9.3 PTO LEAVE TRANSFER

Employees may transfer up to forty (40) hours of accrued PTO from their personal PTO account to the PTO Bank, providing they have used a minimum of eighty (80) hours of PTO in the preceding calendar year. The PTO donation is irrevocable. Donors may not designate a recipient for their PTO donation. Employees may request up to eighty (80) hours of donated PTO from the PTO Bank annually only if all of the following conditions are met:

- a. The employee is unable to work due to a medical emergency that will require a prolonged absence. Verification of the medical emergency is required before any leave transfer is approved.
- b. The employee has exhausted, or it is apparent will soon exhaust, all of their own paid leave time including PTO and ELB.
- c. The employee is not receiving worker's compensation payments for the absence.
- d. If receiving short-term disability payments, the combination of short-term disability and donated time may not exceed normal pay.

The county reserves the right to determine eligibility for PTO transfer on a case-by-case basis. An employee requesting leave donations will complete the donation request form and submit it to the human resource department for approval. The employee may appeal to the county administrator for review and consideration if the request was denied.

The decision of the county administrator shall be final. Approved donation requests will be eligible to receive PTO donation for the duration of the medical emergency or eighty (80) hours annually, whichever occurs first. The donated leave will be transferred at the donor’s pay rate and used at the recipient’s pay rate. Exercise of the PTO transfer policy shall not establish a precedent or practice and shall not be subject to the grievance procedure.

9.4 PTO CASH-IN-LIEU

The cash-in-lieu of PTO offers employees an opportunity to receive a cash payment of up to 40 hours of PTO annually. Cash in-lieu of PTO requests can only be made during the benefits open enrollment period. It is an irrevocable election to receive pay in lieu of PTO that will be accrued in the next calendar year. Payments are issued during the first pay period in May following the cash-in-lieu of PTO election. Participants will receive pay for the amount of cash-in-lieu of PTO requested or the PTO accrual balance in their account as of April 30th, whichever is less. To be eligible for this program participants must have a minimum PTO balance of 200 hours in their account at the time of election and have used 80 hours or more of PTO in the preceding calendar year.

9.5 CONTINUATION OF BENEFITS

To the extent that the employee makes use of PTO or ELB, as provided herein, the employee shall not suffer any loss of seniority or other fringe benefits as provided by County employment.

ARTICLE 10. HOLIDAYS

10.1 The following days shall be paid holidays for all full-time employees;

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veteran’s Day |
| President’s Day | Thanksgiving |
| Memorial Day | Day After Thanksgiving |
| Fourth of July | Christmas Eve |
| | Christmas Day |

10.2 Employees, who are regularly scheduled for work on holidays on a shift in excess of eight hours, shall receive holiday pay for the entire length of the scheduled shift.

10.3 An Employee called into work or who works overtime, during a holiday, shall receive pay at two (2) times his/her regular straight-time hourly rate.

10.4 A part-time employee who works on any of the above mentioned holidays shall receive pay for the holiday pro-rated according to the terms outlined in Article 3.11 of this agreement plus pay at one and one-half (1 ½)times his/her regular straight-time hourly rate for all hours actually worked on such holidays.

10.5 In order for the employee to qualify for the holiday pay provided by this Article, he/she must be on pay status on his/her last scheduled workday immediately preceding the holiday, and his/her first scheduled workday immediately following the holiday.

10.6 Holiday premium pay of one and one half (1 1/2) times the employee's regular straight-time rate of pay, will be paid from midnight to midnight, on the day of the holiday, for hours actually worked.

ARTICLE 11. LEAVE OF ABSENCE

11.1 FAMILY AND MEDICAL LEAVE ACT

The employer agrees to adhere to the Family and Medical Leave Act (FMLA) and its regulations and the state leave law and its regulations for all eligible employees in the bargaining unit.

Employees eligible for taking FMLA to leave shall be required to use all accumulated Extended Leave Bank and Personal Time Off balances during the leave period except that employees may elect to reserve up to eighty (80) hours of extended leave bank and up to eighty (80) hours of Personal Time Off for future use. FMLA administrative policy guidelines are contained in the employer's Personnel Manual.

11.2 PARENTING LEAVE

Pursuant to Minnesota Statute 181.941, the County will grant an unpaid leave of absence to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child. If an employee is eligible for both the Minnesota parenting leave and FMLA, the two leaves will run concurrently. Administrative guidelines for such leave are contained in the employer's Personnel Manual.

11.3 SCHOOL CONFERENCES AND ACTIVITIES LEAVE

Pursuant to Minnesota Statute 181.9412 Subd 2, employees may utilize up to 16 hours of unpaid leave in any 12-month period to attend school conferences and classroom activities related to the employee's child if these activities cannot be scheduled during non-work hours. An employee may substitute paid time off benefits, for unpaid leave under this section. Administrative guidelines for such leave are contained in the employer's Personnel Manual.

11.4 SICK OR INJURED CHILD CARE LEAVE

An employee may use accrued extended leave bank hours, subject to eligibility waiting periods, or accrued personal time off benefits due to illness or injury of the employee's child, for such reasonable periods as may be necessary for the employee to care for the child, on the same terms as the employee is able to use extended leave bank hours and personal time off benefits for his or her own illness or injury. For the purposes of sick or injured child care leave, "child" is defined as an individual under 18 years of age or an individual under the age of 20 who is still attending a secondary school.

11.5 MEDICAL LEAVE OF ABSENCE (NON-FMLA)

In situations where an employee is suffering from a serious medical condition or disability which prevents the employee from working, where the employee is ineligible for or has exhausted all available FMLA benefits, the employee may make a written request for a medical leave of absence, along with supporting medical verification setting forth the length of time the employee is expected to be absent from work and the reason why. The employee's Department Head may grant such leave up to 10 workdays, at his/her sole discretion. The County Administrator, at his/her sole discretion, may grant a medical leave of absence of up to one calendar year. An extension beyond one year may be granted where a specific date that the employee is expected to be able to return to work has been provided by the employee's physician. Periodic updates from the certified healthcare provider may be required during the leave period.

Employees are required to utilize all but 80 hours of available personal time off and 80 hours of extended leave bank hours during periods of medical leave whether FMLA or non-FMLA qualifying leave.

11.6 HEALTH AND LIFE INSURANCE CONTINUANCE

Benefits will accrue during periods of paid medical leave. Paid medical leave is defined as those in which the employee has sufficient personal time off or extended leave benefits to maintain regular full-time or benefit eligible part-time status or those periods in which the employee is receiving short-term disability benefits from the employer. Health insurance continuation during periods of paid medical leave will require the employee to pay the regular employee premium contribution throughout the qualifying leave period. For those periods of unpaid medical leaves, excluding unpaid leaves that are FMLA qualifying and including those paid through workers compensation insurance or long term disability insurance, where the employee has exhausted all available paid time off and extended leave benefits, the County will continue to pay its portion of the employee's health and life insurance premiums on the following schedule:

- A. A full-time employee or eligible part-time employee with less than six months of employment, the employee pays 100% of the group rate.
- B. A full-time employee or eligible part-time employee with six months of employment but less than three (3) years of uninterrupted employment, the County will pay the county's portion of the premium for the first two (2) months of the leave of absence.

- C. A full-time employee or eligible part-time employee with three (3) years of uninterrupted employment or more, the County will pay the County's portion of the premium for the first three (3) months of the leave of absence.
- D. Upon the expiration of the County's premium contribution period as defined in this Article, the employee may extend the health and life insurance coverage as provided through COBRA.

11.7 OTHER BENEFITS WHILE ON UNPAID LEAVE OF ABSENCE

Employees shall not accrue personal time off benefits while on an unpaid leave of absence. Employees shall not be entitled to compensation for holidays observed during an unpaid leave of absence.

11.8 REINSTATEMENT

If during a leave, the County experiences a layoff and the employee would have lost a position had the employee not been on leave, the employee is not entitled to reinstatement to his/her former or comparable position. In such circumstances, the employee retains rights under the layoff and recall system, as if leave wasn't taken.

11.9 GENERAL UNPAID LEAVE OF ABSENCE

A general unpaid leave of absence is a leave of absence from work for personal reasons and commences when personal time off is exhausted. Under special circumstances, general leaves of absence without pay may be granted without exhausting personal time off at the sole discretion of the Employer.

11.9.1 Written Request

All general unpaid leaves of absence up to ten (10) days annually may be approved by the Department Head; leaves greater than ten (10) days annually must receive formal approval from the County Administrator. All such requests must be made in writing.

11.9.2 Maximum Request

The general unpaid leave of absence period shall not exceed ninety (90) days.

11.9.3 Benefits While on General Unpaid Leave of Absence

Employees shall not accrue personal time off benefits while on unpaid leave of absence. Employees shall not be entitled to compensation for holidays observed during unpaid leave of absence. Health, dental, and life insurance benefits may be extended by the employee paying the full premium cost during the approved leave period.

11.9.4 Reinstatement

An employee who is granted a leave of absence without pay shall have the right to reinstatement to his/her position or equivalent position if such leave is for ninety (90) calendar days or less, except if his/her position is abolished during the leave of absence period in which case reinstatement will no longer be available.

11.10 WORKER'S COMPENSATION

Injury on duty: For employees receiving benefits under the Worker's Compensation Law, the County shall pay the difference between the Worker's Compensation check and the employee's base wage for a period of ninety (90) working days. Effective on the ninety-first day compensatory time off accumulated pursuant to Article 8.2 may be used to make up the difference between such benefits and the employee's normal net earnings for each period. After all accumulated compensatory time is used, Extended Leave Bank hours may be used for absences of four or more days, or Personal Time Off hours may be used to make up the difference between such benefit and the employee's normal net earnings each period.

11.11 JURY DUTY & WITNESS LEAVE

After notice to the proper Department Head or supervisor an employee shall be granted leave with pay for:

- A. Service on a jury

- B. Appearance before a court, legislative committee, or other judicial or quasi-judicial body as a witness in an action involving the Federal Government, State of Minnesota, or a political subdivision thereof in response to a subpoena, unless the employee is a part of the action.

11.11.1 Non-payment

Any absence, whether voluntary or in response to a subpoena or order to appear and testify in a private litigation not as an employee of the County, but as an individual, shall be taken as personal time off or as an unpaid leave of absence. This section shall not be construed as granting paid leave to an employee bringing an action, civil or administrative, against the County.

11.12 MILITARY LEAVE OF ABSENCE

Military leave shall be granted and administered pursuant to the provisions of state and federal law.

11.13 FUNERAL LEAVE

All full-time employees shall be allowed to use up to three (3) days or a maximum of twenty-four (24) hours of funeral leave per instance in the event of the death of any member of the employee's immediate family, for attendance at the funeral, burial, will-reading, making funeral arrangements or other event or activity related to the death of a member of the immediate family. At the discretion of the Department Head, an employee may be required to present proof of death, such as a copy of the obituary or death certificate.

Immediate family is defined as the employee and his/her spouse, their parents, children, siblings, grandparents, and grandchildren whether by birth, marriage, or adoption.

Color Guard or Pallbearer

Up to one (1) day or a maximum of eight hours (8) of funeral leave may be taken by an employee for color guard or pallbearer responsibilities.

ARTICLE 12. INSURANCE

12.1 HEALTH AND DENTAL INSURANCE

Group health and group dental benefits are bundled as a single med-lock plan and as such cannot be purchased separately while actively employed. Staff who have terminated employment may continue dental, health, or life benefits individually or as a whole, as provided through COBRA.

12.2 HEALTH INSURANCE

Group health insurance coverage is available to all regular full-time employees and regular part-time employees who are regularly scheduled to work 30 hours or more per week. Eligibility for coverage begins on the first of the month following 30 days of qualifying employment. Enrollment must occur within thirty days of qualifying employment to avoid late enrollment penalties. For those employees who are eligible to participate and choose to enroll in the group health and group dental plan, the County will contribute set dollar amounts toward this coverage.

The monthly employer premium contribution for group health insurance will be 80% of the monthly premium cost inclusive of the monthly employer HSA or VEBA contribution.

The health plans are as follows:

- \$2800 (S) and \$5600 (F) High Deductible Health Plan with HSA/VEBA contribution
- \$3375 (S) and \$6750 (F) High Deductible Health Plan with HSA/VEBA contribution
- \$6750 (S) and \$13500 (F) Minimum Value Plan with HSA/VEBA contribution

Monthly HSA and VEBA contributions will be as follows not to exceed IRS limits:

- Single Coverage – 50% of single deductible
- Single + One Coverage – 75% of single deductible
- Family Coverage – 100% of single deductible

Eligible regular part-time employees who are regularly scheduled to work 30 or more hours per week will be eligible for a prorated employer premium contribution equal to 75% of the regular full-time employer premium.

12.3 DENTAL INSURANCE

Group dental insurance coverage is available to all regular full-time employees and regular part-time employees who are regularly scheduled to work 30 hours or more per week. Eligibility for coverage begins on the first of the month following 30 days of qualifying employment and requires enrollment in the group health plan.

The monthly employer dental premium contribution is 80%

The monthly employee dental premium contribution is 20%

12.4 HEALTH INSURANCE - RETIREES

For retired regular full-time employees and eligible regular part-time employees who meet the eligibility requirement for retirement under the Public Employee's Retirement Act, the County shall contribute to the payment of health insurance premiums for these employees through age sixty-five (65), on the following basis:

- A. Employees with less than seven (7) years of continuous qualifying service: the insured pays 100% of the group rate.
- B. Employees with seven (7) years of continuous qualifying service: the County pays one-third of the premium.
- C. Employees with fifteen (15) years of continuous qualifying service: the County pays two-thirds of the premium.
- D. Employees with twenty-five (25) years of continuous qualifying service: the County pays the full cost of the premium.
- E. All retirees and surviving spouses receiving contributions towards health insurance under this section shall be required to obtain Medicare Part B at their own expense upon becoming eligible and present the County with proof of participation in the Medicare Plan upon request.

Enrollment in the county-sponsored Medicare Supplement Plan is mandatory for all Medicare-eligible retirees receiving a premium subsidy from the County.

The County's contribution to the payment of Health Insurance for retired regular full-time employees and eligible regular part-time employees or the employee's surviving spouse of this policy does not apply to any employee that was hired after November 23, 2004.

Effective January 1, 2008, no employee, having once qualified for retiree health insurance benefits as defined, who maintains continuous qualifying service with the employer, shall experience an increase or decrease in length of coverage, covered dependents, and eligibility dates as a result of promotion, transfer or demotion to a bargaining unit or non-contract classification which may contain language that is different than the language used to establish their initial retiree health insurance eligibility unless such changes are negotiated or implemented following January 1, 2008.

12.5 HEALTH CARE SAVINGS PLAN

Employees hired after January 1, 2004, will be eligible for a post-retirement Health Care Savings Plan (HCSP) that will be funded by the employer and the employee. The employer will contribute twenty-five dollars (\$25.00) per month and the employee will contribute \$25.00 per month.

12.6 LIFE INSURANCE

All regular full-time employees and regular part-time employees who are regularly scheduled to work 30 hours or more per week, shall be provided a term life insurance policy of \$50,000.

12.7 SHORT TERM DISABILITY

All regular full-time employees and regular part-time employees who are regularly scheduled 30 or more hours per week will be enrolled in the county's short-term disability plan following six months of regular employment.

12.8 LONG TERM DISABILITY

All regular full-time employees and regular part-time employees who are regularly scheduled to work 30 or more hours per week and are enrolled in the county's long-term disability insurance coverage following 180 days of continuous employment.

12.9 LIABILITY INSURANCE

The Employer shall continue its present liability insurance plan.

12.10 TERMINATION OF COVERAGE

Coverage under the insurance benefit plan terminates with the termination of employment or the last day of the month for which the premium is paid either by the employee, the County, or a combination of both, said the termination of coverage dependent on the contract(s) with insurance provider(s). Certain types of coverage may be continued at the employee's expense for the period allowed under federal law known as COBRA or as provided by MN Statute 471.61. Terminating employees are required to notify the employer's designated COBRA Administrator of their intent to continue coverage under COBRA.

12.11 WELLNESS PROGRAM(S)

Employees who are enrolled in Employer-sponsored group health plans are eligible to participate in Wellness Programs made available through the provider. Participation in the Wellness Programs by employees is completely voluntary.

ARTICLE 13. PROBATIONARY PERIODS, SENIORITY, PERSONNEL RECORDS

13.1 Newly hired or rehired employees shall be on probation for one (1) year. Probationary employees may be terminated at the sole discretion of the Employer.

13.2 Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement, and shall be credited with seniority dating from the first date of continuous employment within the classification. Seniority within the classification is cumulative of all service within the classification with the Employer.

13.2.1 The principles of seniority shall apply in layoffs, recalls, and transfers, provided however no regular employee shall be laid off while probationary employees are working and provided further the senior employee is qualified to perform the work available.

13.3 All department job openings and promotional opportunities shall be posted on the Crow Wing County website, and employees shall have five (5) working days in which to apply.

13.3.1 Qualified employees from the Department who apply for a position shall be interviewed. In the event that qualifications are determined to be equal, classification seniority shall be the tiebreaker.

13.3.2 An employee selected to fill an opening shall be entitled to a trial period of ninety (90) calendar days and may elect to return to his/her old position within that period without loss of classification seniority. A determination by the Employer within that period that the employee is not qualified shall be subject to the grievance procedure set forth in Article 6.

13.3.3 The ninety (90) day trial period provided by Subsection 13.3.2 may be extended by the Employer if deemed necessary.

- 13.3.4 Employees shall bid for shifts based on classification seniority by October 1st of each year to become effective the first pay period beginning on or after January 1st of the following year, provided the employee is qualified to perform the work.
- 13.3.5 When a vacancy occurs that is temporary in nature, the Sheriff may temporarily promote an employee to that position without posting, provided that the expected vacancy is not more than ninety (90) days in duration, and, that the position shall be posted as soon as the vacancy becomes permanent of at the conclusion of the ninety (90) day temporary promotion, whichever comes first.
- 13.4 Within thirty (30) days of execution of this Labor Agreement, the Employer and LELS shall jointly prepare a seniority list including each qualified employee's name, the first date of continuous employment in the classification. This list shall then be posted in a mutually agreed location in the Law Enforcement Center. Any person whose name appears on this list who disagrees with his/her placement on it shall have ten (10) working days from the date of posting to request a classification seniority change and to supply any necessary written documentation or proof to support the request.
- 13.5 Within twenty (20) working days after posting, the Employer and LELS shall meet to evaluate any and all written requests for modification of the list submitted, pursuant to Subsection 13.4 and they shall make such changes in the list as they mutually agree are appropriate.
- 13.6 A final classification seniority list shall thereupon be jointly prepared by the Employer and LELS. This final classification seniority list shall be binding on the Employer and LELS and any employee. This list shall be kept up to date by the Employer during the year to reflect any changes resulting from the deletion of personnel caused by retirement, death, resignation, lay-off, termination, or addition of new employees.
- 13.7 Each year the Employer and LELS shall jointly review, modify if necessary, and post such list, which shall then be subject to the provisions of Subsection 13.4 and 13.5. Following those steps, the list shall become the new final list until modified, which list shall be binding on the Employer, LELS, and the employee.
- 13.8 Personnel Record of Employees: The County shall maintain a personnel record of each employee. It is the responsibility of each employee to check at least annually to ensure that the data is correct, and reflect current information about the employee. It shall be the employee's responsibility to see that the following items are kept current at all times:
1. Correct home address and telephone number.
 2. Changes in dependents.
 3. Person to contact in case of emergency.
 4. Beneficiary changes (Group Life Insurance Pension).
 5. Legal change in name.
- 13.9 Personnel Records: Personnel records, including examinations, service rating reports, individual personal records, and histories, shall be open for inspection and review by the employee concerned, his/her authorized representative, and County personnel authorized access to employment records during office hours.
- 13.10 All information about an employee shall be accumulated and disseminated according to M.S. 13.43 the MN Government Data Practice Act.
- 13.11 Employees shall be furnished copies of the Department work rules and regulations.

ARTICLE 14. DRUG & ALCOHOL TESTING

See Appendix B

ARTICLE 15. DISCIPLINE

- 15.1 Regular employees shall be disciplined for just cause only and discipline may take any of the following forms:
 - A. Oral reprimand
 - B. Written reprimand
 - C. Suspension without pay
 - D. Demotion
 - E. Dismissal
- 15.2 Prior to demoting or suspending an employee as disciplinary action for an alleged violation of published rules and/or regulations, the Employer shall prepare and serve a statement of charges as outlined in this Article. If the intent is a demotion, the position to be demoted to shall be identified: if the intent is a suspension, the intended time of suspension shall be identified.
- 15.3 If the Employer, because of the serious nature of pending charges against an employee, causes the immediate suspension of said employee, the statement of charges shall be served within forty-eight (48) hours.
- 15.4 The statement of charges shall be in written form and shall contain the allegations that will be presented by the Employer at any hearing, to justify the intended action. The charges shall be served upon the Employee by personal service or certified mail. If requested by the employee, charges shall be mailed by first-class mail to LELS.
- 15.5 Employer actions under this article shall be subject to appeal under Article 6, provided that in the case of a discharge the grievance, if any, may be introduced at Step 2.
- 15.6 If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

ARTICLE 16. OUTSIDE EMPLOYMENT

- 16.1 Employees shall obtain approval from the Employer before engaging in any outside employment and shall not be allowed to hold an outside position if it is deemed incompatible with his/her duties as a County employee. The required approval or disapproval shall be given within a reasonable time after it is requested. Such approval will not be unreasonably withheld. Lack of response within seven calendar days shall be deemed to be approval of the request.

ARTICLE 17. JOB SAFETY

- 17.1 It shall be the policy of the Employer that the safety of employees, the protection of work areas, adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities. Toward this end, the Employer agrees to comply with all Federal and State job safety requirements.
- 17.2 It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

ARTICLE 18. WAGES

- 18.1 All employees shall be paid in accordance with Appendix "A" attached hereto and made a part of this Agreement.

- 18.2 New employees shall be furnished with the initial issue of uniforms, weapons, brass, and leather for the first year of service. Upon successful completion of the probationary period (1 year), new employees will receive a prorated clothing allowance based upon the number of full months remaining in the calendar year from their original hire date. A prorated uniform allowance will be paid in the following payroll after the completion of the probationary period. Thereafter, employees shall receive an annual clothing allowance of eight hundred and fifty dollars (\$850.00) processed in a separate direct deposit check in February. A uniform allowance covers the calendar year from January 1st to December 31.

Examples:

Original hire date: May 16, 2022

Probationary period ends May 17, 2023

Uniform allowance due after May 17, 2023, = 7 months or \$495.83 paid the next payroll after May 17, 2023

Full Uniform Allowance or \$850.00 is then paid February 2024

Original hire date: February 7, 2022

Probationary period ends February 8, 2023

Uniform allowance due after February 8th = 10 months or \$708.33 paid the next payroll after February 8, 2023

Full uniform allowance or 850.000 is then paid February 2024

Equipment issued in accordance with this Subsection shall remain the property of the County, and must be returned to the County upon termination of employment. Unacceptable uniforms shall be replaced at the employee's expense if that employee's uniform allowance has been exhausted. Uniforms damaged in the line of duty shall be replaced by the County.

Regular Part-time employees will receive a prorated portion of the uniform allowance on the following basis: Those working 20-29 hours shall receive 50% of the uniform allowance and regular part-time employees working 30 or more hours per week shall receive 75% of the uniform allowance.

- 18.3 Jail Programmers may use their uniform allowance to purchase clothing appropriate for the position.
- 18.4 Employees shall receive their wages every two weeks.
- 18.5 Employees assigned to a special assignment as a Programmer, Training Coordinator, or Classification Officer will receive a three percent (3%) wage adjustment upon the assignment.
- 18.6 Correctional Officers assigned as trainers will receive an additional \$1.00/per hour while engaged in training duties.
- 18.7 Shift Differential: Shift Differential shall be paid according to the following schedules:
- 6:00 p.m. – 6:00 a.m. \$.70 per hour effective January 1, 2019
- 18.8 Correctional Officers assigned as the officer in charge of a work shift at the direction of the Employer, will receive an Officer in Charge premium of \$1.00 per hour for each hour engaged in those duties.
- 18.9 Employees wishing to resign shall provide two (2) weeks written notice

ARTICLE 19. WAIVER

- 19.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

- 19.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 20. SAVINGS CLAUSE

- 20.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Crow Wing. 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 of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 21. DURATION

- 21.1 Except as otherwise indicated this Agreement shall be effective January 1, 2022, and shall continue in full force and effect until December 31, 2024, and shall continue thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend, modify, or terminate this Agreement shall notify the other in writing at least sixty (60) days prior to the termination date or any anniversary thereof.

Remainder of page intentionally left blank


In witness thereof, the parties hereto have hereunto set their hands.

CROW WING COUNTY
BOARD OF COMMISSIONERS

DocuSigned by:

4F5602453B4D4A7...
Chair
Board of Commissioners

Date: 11/25/2021


DocuSigned by:

37DA1E68013D47A...
Meliene Fontaine-Laska
Human Resource Director

Date: 11/29/2021

DocuSigned by:

E8DE3A3DF5514FE...
Scott Goddard
Crow Wing County Sheriff


Date: 11/25/2021

DocuSigned by:

F791D79D4943428...
Timothy J. Houle
County Administrator


Date: 11/29/2021

Board Approved: November 23, 2021


LAW ENFORCEMENT LABOR SERVICES, INC.
REPRESENTING LOCAL 16 (Correctional Officers)

DocuSigned by:

1E8699CB37E3488...
Sean McKnight
Business Agent

Date: 11/23/2021

DocuSigned by:

9FBB5DB83D664AA...
Pete Carlson
Steward

Date: 11/24/2021

DocuSigned by:

0F4A5B88296C488...
Brian Burke
Steward

Date: 11/25/2021

Remainder of page intentionally left blank

APPENDIX A

Position Title	Grade
Correctional Officer	140

January 1, 2022 – December 31, 2022, Salary Schedule

GRADE	MIN	1/4	MID	3/4	MAX	GRADE
140	\$45,719	\$51,434	\$57,149	\$62,864	\$68,579	140

January 1, 2023 – December 31, 2023, Salary Schedule

GRADE	MIN	1/4	MID	3/4	MAX	GRADE
140	\$46,862	\$52,720	\$58,578	\$64,436	\$70,294	140

January 1, 2024 – December 31, 2024, Salary Schedule

GRADE	MIN	1/4	MID	3/4	MAX	GRADE
140	\$48,034	\$54,038	\$60,042	\$66,046	\$72,050	140

PERFORMANCE	MIN-1/4	1/4-MID	MID-3/4	3/4-MAX
Out Performing	+ 2.00%			
Performing	5.00%	4.00%	3.00%	2.00%
Under Performing	0.00%	0.00%	0.00%	0.00%

Employees shall be eligible for a performance-based pay adjustment in accordance with the performance-based pay matrix as outlined in Appendix A and subject to the terms and conditions referenced in the Performance Management and Planning Process as published in the County Personnel Manual as Appendix D.

APPENDIX B

Drug & Alcohol Testing

General Procedures

Any alcohol and/or drug testing undertaken by the County shall be in accordance with Minnesota Statutes 181.950-.957, the Minnesota Drug and Alcohol Testing in the Workplace Act, as amended. Any employee who has a confirmed positive drug or alcohol test may be removed from their position pending review by the County and a decision regarding the employee's status. The first time an employee has a confirmed positive test result said employee will be allowed to participate in either drug or alcohol counseling or a rehabilitation program. The employee will be responsible for expenses incurred for the counseling or rehabilitation program. The employee may be subject to disciplinary action up to and including termination of employment.

Data Disclosure

The County will not disclose the drug and/or alcohol test result reports and other information acquired in the drug and alcohol testing process to another employer or a third party individual, governmental agency, or private organization without the written consent of the employee tested unless permitted by law or court order.

Pre-Employment Testing

Applicants for positions shall be notified of the required drug and alcohol testing at the time of application for employment. Pre-employment drug and alcohol testing will be given after a conditional offer of employment has been made. Receipt of a negative drug test result is required prior to employment.

Post Incident Testing

All employees **will be** subject to drug and alcohol testing when the following conditions occur:

- A. an accident involving a citation for unsafe or unlawful operation of a county vehicle or county-owned motorized equipment;
- B. an accident involving a fatality;
- C. an accident involving a county vehicle, county motorized equipment, or county machinery requiring medical treatment for any party, away from the accident site.

Reasonable Suspicion Testing

All employees may be subject to drug and alcohol testing if the County has a reasonable suspicion that the employee:

- A. is under the influence of drugs or alcohol;
- B. has violated the County's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the County's premises or operating the County's vehicle, machinery, or equipment;
- C. has sustained a personal injury arising out of and in the course of employment, or has caused another employee to sustain a personal injury; or
- D. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

A reasonable suspicion referral for testing will be made on the basis of specific facts and rational inferences drawn from those facts.

Treatment Program Testing

The County may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the County for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In this case, the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period up to two (2) years following completion of any prescribed chemical dependency treatment program.

Employee Rights during Drug and/or Alcohol Testing

If an employee or job applicant refuses to take an alcohol or drug test, no test shall be given. However, if an employee refuses a test, they will be considered insubordinate and will be subject to disciplinary action, up to and including termination of employment. A job applicant who refuses to take a drug or alcohol test shall be deemed to have withdrawn their application for employment.

No employee or job applicant who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee or job applicant also refuses to undergo drug or alcohol testing of a urine sample.

Within three (3) working days after receipt of a test result report, the County will inform the employee or job applicant of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test, and of the employee's or job applicant's right to request and receive from the County a copy of the test result report. An employee or job applicant who tests positive for drug use will be given written notice of the right to explain the positive test, and the County may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

An employee or job applicant has a right to offer the County a written explanation of a positive test result on a confirmatory test within three (3) working days after notice of the positive test result. They also have the right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at another licensed testing laboratory at the employee's or job applicant's own expense.

Consequences of Violations

An employee violating this policy may be referred to treatment and/or be subject to disciplinary action up to and including termination of employment. Each situation will be reviewed on a case-by-case basis evaluating the severity and circumstances involved.

An employee will not be disciplined or discharged on the basis of a positive test result that has not been verified by a confirmatory test. An employee will not be discharged based on the employee's first confirmed positive test result unless: (1) the County has given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is appropriate; and (2) the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a confirmed positive test result after completion of the program.

Employee Notification of this Policy

The County will post a notice that this policy providing for drug and alcohol testing has been adopted, and the County will provide a copy of this policy to every employee currently employed by the County. New employees of the County will receive a copy of this policy with their orientation materials. Every job applicant subject to drug and alcohol testing will be given a copy of this policy prior to any testing. Copies of this policy are available for inspection during regular business hours.

Additional MOU's

Memo of Understanding

This Memorandum of Understanding is entered into between the County of Crow Wing (hereafter "County") and the Law Enforcement Labor Services, Inc., (hereafter "Union) representing Local 16.

WHEREAS, The County and the Union are parties to a collective bargaining agreement covering the contract period of January 1, 2022 – December 31, 2024; and

WHEREAS, the County will make a one-time non-precedent setting wage adjustment of four-hundred dollars (\$ 400.00) to nine (9) Correctional officers, after their 2021 annual "Performing" increase is calculated based on the new 2022 pay matrix; and

WHEREAS, the one-time non-precedent setting wage adjustment is limited to the following Correctional Officers as part of the contract settlement agreement only:

- Doug Alderson
- Stacy Brown
- Brain Burke
- Peter Carlson
- Travis Svoboda
- Kristy Tetzlaff
- Michael Triplett
- Mathew Vaughn
- Mark Workman

NOW THEREFORE, the parties agree to the following:


The County will make this one-time non-precedent setting wage adjustment effective January 1, 2022. If any of the above officers are over the max of the grade 140, a lump sum is calculated and applied according to our compensation plan rules. As an example, any portion of an increase that is over the max of the grade is calculated in a lump sum.

The effective date of this one-time adjustment is effective January 1, 2022. Increases are on payroll checks January 14, 2022.

This Agreement constitutes the full and complete agreement regarding this matter.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

CROW WING COUNTY

DocuSigned by:

 37DA1E88013D47A...
 Meliene Fontaine-Laska
 Human Resource Director

Date: 12/7/2021

LAW ENFORCEMENT LABOR SERVICES, INC.
REPRESENTING LOCAL 16 (Corrections Officers)

DocuSigned by:

 1E8699CB37E3488...
 Sean McKnight
 Business Agent

Date: 12/7/2021

Contract settlement 11.23.2021

Board approved 11.23.21