

AGREEMENT

BETWEEN

COUNTY OF ITASCA



Itasca County
Minnesota

AND

LAW ENFORCEMENT LABOR SERVICES



**Law Enforcement
Labor Services**

Representing:

(DEPUTY SHERIFF/ROAD DEPUTY UNIT)

As of October 18, 2023

JANUARY 1, 2022 - DECEMBER 31, 2024

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This agreement dated the first day of January, 2022, entered into between the County of Itasca, hereinafter referred to as the Employer, and Local Union No. 493 of Law Enforcement Labor Services, hereinafter referred to as the Union.

ARTICLE 1. PREAMBLE AND PURPOSE OF AGREEMENT

Section 1. This memorandum of understanding, hereinafter referred to as the Agreement, is entered into between the County of Itasca, hereinafter called the Employer, and Local No. 493 of Law Enforcement Labor Services, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Express, in written form, the complete Agreement between the parties on hours, wages, and all other conditions of employment.
- 1.2 Establish orderly procedures for the resolution of disputes.
- 1.3 Specify the full and complete understanding of the parties.
- 1.4 Maintain and improve greater individual productivity and quality of services.
- 1.5 Insure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. The parties recognize that this Agreement is not intended to modify any of the authority vested in the Itasca County Sheriff or the Itasca County Board of Commissioners.

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative as certified by the Bureau of Mediation Services, BMS Case No. 22PRE0454, for a bargaining unit composed of:

All essential employees of the Itasca County Sheriff's Department, Grand Rapids, Minnesota, employed in the classification of Road Deputy, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.

Section 2. The Union recognizes the labor relations representative designated by the Employer as the exclusive representative of the Employer and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the Union and the Employer shall be binding upon the Employer or the Union unless the witnessed signature of the Employer's designated labor relations representative and Union Business Agent is affixed thereon.

Section 3. The Employer agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions set forth in this Agreement, except through certified representatives as designated in Article 3, Section 5.

Section 4. The Employer and Union acknowledge that Road Deputy classifications include Deputies and Sergeants.

ARTICLE 3. UNION SECURITY

Section 1. In recognition of the Union as the exclusive representative:

- 3.1.1 The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the County, and
- 3.1.2 The Employer shall remit such deductions to Law Enforcement Labor Services with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Section 2. 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 this Article.

Section 3. The Union may designate certain employees from within the bargaining unit to act as stewards and shall, within 5 days of such designation, certify to the Employer, in writing, of 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.

- 3.3.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section subject to the following stipulations:
- 3.3.2 There shall be no more than 3 stewards.
- 3.3.3 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 Employer relating to subsequent contracts.
- 3.3.4 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 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.
- 3.3.5 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. EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY

Section 1. The Employer retains the right to operate and manage all 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 transfer personnel for just cause; to contract with vendors or others for goods and/or services so long as the act is performed in good faith, it represents a reasonable business decision and it does not subvert the agreement between the parties; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act (PELRA) of 1971.

Section 2. The Employer shall have the right to designate responsibility for employer functions required under this Agreement pursuant to applicable statutory provision and to designate representatives authorized to act on its behalf with respect to matters arising under this Agreement.

ARTICLE 5. INDIVIDUAL RIGHTS

Section 1. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

Section 2. In accordance with applicable law, the Employer and the Union agree to apply the provisions of this Agreement equally to all employees, without discrimination as to any protected class as defined in federal, state statute or rule.

ARTICLE 6. WORK STOPPAGE LIMITATIONS

Section 1. In recognition of the provisions included in this Agreement for a grievance procedure providing for arbitration to be used for resolution of disputes, the Union agrees that neither the Union, its officers or agent, nor any of the employees covered by this Agreement will engage in work stoppage. Any or all employees who violate the provisions of the Article will be subject to discharge or other discipline as appropriate under applicable Civil Service Rules and/or County policies.

ARTICLE 7. GRIEVANCE PROCEDURE

A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCES through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both unless required by state or federal law. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

- Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion and provided to the grievant(s) and the Union.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

- Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.
- Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 14 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 28 calendar days following the EMPLOYER-designated representative's final Step 3 response.
- Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.
- Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA except that for grievance matters involving written disciplinary action, discharge or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances, the selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCES as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 8. HOURS OF WORK- PREMIUM PAY

Section 1. General

- 8.1.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay.
- 8.1.2 Employees assigned to a higher job class shall receive the higher rate of pay on a temporary or regular basis.
- 8.1.3 The Employer agrees that split shift work will not be scheduled for the employees covered by this Agreement except in case of emergency and in that event only for the time involved in the emergency.
- 8.1.4 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications

Section 2. Normal Work Day and Week

- 8.2.1 The normal work week for regular Deputy Sheriff/Road Deputy shall consist of an average of 42 hours per week based on a consistent scheduling procedure.

Section 3. Overtime

8.3.1 Any Deputy Sheriff/Road Deputy required to work in excess of their regularly scheduled shift on a daily or pay period basis shall be compensated for all such hours at 1½ times the employee's regular hourly rate of pay. Deputy Sheriff/Road Deputy regular hourly rate of pay shall be computed as follows:

$$\frac{(\text{hourly rate of pay} * 2184 \text{ hours}) * 1.5 = \text{Overtime Rate of Pay}}{(2080 \text{ hours})}$$

8.3.2 Assignment of overtime shall be at the discretion of the Employer and shall be divided as equally as practicable among all employees within their respective classifications.

8.3.3 Overtime shall be paid at the rate applicable to the classification in which it is worked.

8.3.4 All employees who work overtime shall have the option to be paid at the rate of 1½ times their regular hourly rate of pay for all overtime hours worked or compensatory time off at the rate of 1½ hours off for each hour of overtime worked. Compensatory time off may be banked to a maximum of 80 hours. All compensatory time off must be approved by the employee's immediate supervisor.

8.3.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer. Vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Section 4. Call Outs

8.4.1 Road Deputies, when called out for non-scheduled work, shall be compensated at a 1 ½ time rate per hour with a minimum of 2 hours compensation for each call out. In addition, deputies shall be compensated at a 1 ½ time rate per hour for time put in for purposes of official business which occurs in hours other than their regular schedule. For purposes such as these, there shall be a minimum compensation of 2 hours at the 1 ½ rate.

Section 5. Court Time

8.5.1 For any employee who is required to appear in court as part of his/her duty assignment at times other than their regular duty time, it is agreed that a minimum of 2 hours credit computed at overtime rates shall be earned and paid. Court time in excess of 2 hours at times other than regular duty time shall be paid also at a 1 ½ time rate. Employees required to place charges and sign complaints against persons arrested shall be reimbursed at a 1 ½ time rate for this time put in at times other than his/her regular duty time.

Section 6. Scheduling Procedures

8.6.1 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications.

Section 7. On-call

8.7.1 A Deputy Sheriff/Road Deputy who is scheduled to be on-call shall be compensated at the rate of \$2.00 per hour.

ARTICLE 9- HOLIDAY PROVISIONS

Section 1. All employees covered by the bargaining unit shall receive the following paid holidays provided said employees perform work or are on vacation in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday unless they have failed to work because of sickness or because of death in the immediate family or because of similar cause:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Eve Day
12. Christmas Day
13. One Floating Holiday
14. Martin Luther King Day

Section 2. Provided when the following holidays fall on Sunday, the following day shall be a holiday. Provided when the following holidays fall on Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day July 4 - Independence Day November 11 - Veterans Day
December 24 – Christmas Eve Day December 25 - Christmas Day

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

Section 3. Whenever an employee is required to work on any holiday, they shall receive 1 ½ times the regular rate of pay for all such hours worked, in addition to their regular compensation.

For shift work employees, time and one-half holiday pay shall be payable on the day the shift commences on the day of the holiday actually occurs, notwithstanding Section 2 above.

Section 4. When a paid holiday falls on an employee's scheduled day off or during the employee's vacation period, the employee shall receive 8.4 hours of holiday pay.

Section 5. Initial employment probationary status employees cannot take floating holiday until the one-year probationary period has been successfully completed at which time the floating holiday is earned for the year in which the probationary period was completed. Floating holidays do not carry over. In the event of an employee with a hire date occurring in the timeframe of the last payroll of the year being run and the employee successfully completing the 1-year probation, the employee will be given a one-month extension from date of hire to take the floating holiday earned the first year. Thereafter, the employee must take floating holidays prior to the last payroll of the year being run or will lose the floating holiday.

ARTICLE 10. SHIFT DIFFERENTIAL

All employees shall be paid shift differential in the amount of \$1.05 per hour for hours worked between 5 PM and 6 AM.

ARTICLE 11. VACATIONS

Section 1. All full-time employees shall earn vacation time and shall be paid vacation leave benefits at their current pay rate.

Section 2. Vacation benefits shall accrue each pay period in accordance with the following schedule and in which pay period the employee has worked or been on earned leave at least 50% of the time:

<u>Completed Months Of Service:</u>	<u>Rate of Accumulation of Vacation Hours Per Pay Period: 42 hr wk</u>
0-59 mths	3.231 hrs
60-119 mths	4.847 hrs
120-179 mths	6.462 hrs
180+ mths	8.078 hrs

Section 3. The Employer agrees to post vacation schedule request lists and the first choice of vacation scheduling shall be given on a seniority basis within each division of the department. Where a system of second choice of time is required, such choice shall also be based on the seniority system. The Employer has the right to limit the number of personnel in each division and in each grade who can be on vacation at any given time as necessary to maintain adequate personnel complement for the division.

Section 4. No employee shall exceed 248 hours of vacation accumulation after the last payroll of the year is run (including bonus vacation). In the event an employee has an accumulation of 248 hours prior to the last payroll of the year, the employee shall have all hours in excess of 248 converted to a contribution to their post-retirement health care savings plan (HCSP). This contribution may not exceed 50 hours and all additional hours shall be lost.

Section 5. Regular employees who have accumulated 630 hours (42-hr wk) of sick leave shall be granted a bonus vacation and sick leave as set forth in Article 12 Sick Leave.

ARTICLE 12. SICK LEAVE

Section 1. Full-time employees shall earn sick leave at the rate of 3.877 hours per pay period (42-hr wk) accumulated to an annual maximum of 1050 working hours (42-hr wk), in which pay period the employee has worked or been on earned leave at least 50% of the time.

Section 2. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian

Sick leave usage shall be subject to approval and verification by the Employer, and the employee may be required to furnish a report from a recognized physician or mental health authority satisfactory to the Employer attesting to the necessity of the leave and such other information as the Employer deems necessary to establish the employee's fitness for employment.

Section 3. Sick leave benefits shall be paid at the employee's current rate of pay.

Section 4. Bonus Vacation. Employees considered as 42-hour week employees shall earn 1.939 hours bonus vacation for any pay period in which the employee has not used sick leave, providing the beginning balance of sick leave is 630 or more.

Section 5. Bereavement Leave. Regular employees shall be allowed up to 3 shifts off with pay based on normal hours of shift assignment in case of death in the immediate family.

Immediate family shall mean domestic partner or guardian, a brother, sister, son, daughter, father, mother, grandchild, grandparent or spouse of either the employee or the employee's spouse. Two additional shifts maybe used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements.

Section 6. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall receive as severance pay 75% of the employee's accumulated but unused sick leave from first day of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits, and shall be paid. The

employee shall apply the 25% balance of unused sick leave to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Any payment made upon termination due to death will be paid in accordance to State and Federal Regulations. In the event of an active employee's death, 100% of his/her accrued sick leave shall be paid out to the surviving spouse or to the estate of the employee who has passed away.

An employee will not receive severance pay if:

- 6.1 The employee has less than 5 years of continuous service with Itasca County; or
- 6.2 The employee is terminated by the Employer for cause.

For employees hired after ratification of the 1994 - 1996 contract which is August 23, 1994, the maximum County payment for the 75% dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$10,000. (That is, 75% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 25% dollar value of an employee's accumulated unused sick leave which shall be deposited into the Employee's Post Health Care Savings Plan.

For employees hired before the ratification date (which was August 23, 1994) of the 1994- 1996 AFSCME Local 639 contract who choose to formally separate employment with the Employer shall allocate 100% of the employee's accumulated but unused sick leave into the employee's Post Health Care Savings Plan (HCSP).

ARTICLE 13. LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

Section 1. The parties recognize that employees working in the Sheriff's Office and covered by this Agreement face a high potential for injury due to the nature of their employment. Such employee who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury while in performance of assigned duties shall be compensated in an amount equal to the difference between the employee's regular net rate of pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to 240 times the employee's regular hourly rate of pay per disabling injury. To be eligible for Worker's Compensation pursuant to this Section, the disabling injury must have been incurred while performing services for the County.

ARTICLE 14. SENIORITY

Section 1.

14.1.1 The Employer shall maintain seniority lists as of the effective date of this Agreement structured by each work classification to include and rank, in order of highest to lowest seniority, all regular full-time and part-time employees in the bargaining unit and will provide said list to the Union upon request.

Seniority standing shall be granted to all employees who have completed the required probationary period (12months) and have attained regular full-time and part-time status with the department. The initial probationary period shall commence on the first day of employment with the department. Upon successful completion of the initial probationary period, seniority and anniversary date of each employee attaining regular full-time and part-time status shall revert back to the first day of employment. Seniority accrues from date of hire.

An employee who is awarded a posting for another bargaining unit position in a different classification or pay grade, shall be subject to a trial period during which the Employer shall assess the employee's performance, abilities and competencies, and shall provide quarterly written assessments. If, within the first 6 months in the new position, the employee desires to return to their previous position, written notification to the Sheriff and the Union president shall be required, and the employee shall be re-assigned within 30 calendar days of the notice, if a position is open at that time. If no vacancy is available, the Sheriff shall ask the employee if they wish to return when the next available slot opens up in the employee's previous job classification and shall return the employee without the formal posting if the employee indicates a desire to return. If the Employer determines that the employee is not meeting standards of expectations, written notice shall also be provided of the re-assignment back to their previous position, and this action shall not be considered a disciplinary or a grievable action. The trial period for a transfer or promotion shall be 12 months.

An employee who is transferred or promoted or demoted to a position outside this bargaining unit shall maintain, but shall not accrue, additional classification seniority in classification(s) held by the employee within this bargaining unit, so long as the employee continued to be employed by Itasca County Sheriff's office.

14.1.2 There shall be three types of seniority established by the Agreement; they are:

14.1.21 Service Seniority, which shall be the total length of continuous service with the County as a regular employee. Regular employee is a member of the exclusively recognized bargaining unit as defined in the Article entitled "Recognition" who has completed the initial probationary period.

14.1.22 Department Seniority, which shall be the total length of service within the Sheriff's Department.

14.1.23 Classification Seniority, which shall be the total length of service within a work classification.

14.1.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, failure to accept recall from layoff or retirement.

14.1.4 Regular part-time employees will accumulate seniority according to the hours actually worked.

Section 2. Seniority shall determine the order of:

14.2.1 Layoff, which shall be by classification in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any

other employee in any equal or lower ranked classification with less department seniority, provided that the employee who is exercising bumping rights shall be qualified to perform the duties of the classification into which he/she is bumping. Employees who have maintained classification seniority within this bargaining unit may exercise their seniority to bump back into a classification within this bargaining unit in the event of layoff from a position outside this unit. Employees and the Union shall be given a 14-day notice prior to being laid off. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Sheriff to the specific position into which the employee intends to bump.

14.2.2 Recall from lay-off, which shall be by classification within a department, in inverse order of layoff, provided, that, if an employee does not return to work within two weeks of recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for 2 years, at which time all rights to recall shall terminate.

14.2.3 No new employees shall be hired in a work classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

Section 3. Within Grade Transfers-Posting of Vacancies-Prior to appointing any persons from outside the bargaining unit, all vacancies shall be posted for a minimum of 7 calendar days. If an eligible employee requests more time to consider the vacancy, the posting period will be automatically extended 7 calendar days. Employees currently serving in the same job classification as the vacancy will submit in writing a request to the Sheriff to be appointed to the vacant position.

When training, work record, job performance and experience are equal, seniority shall prevail as the final determining factor in awarding the position.

When vacancies occur in Deputy Sheriff/Road Deputy positions the Sheriff shall appoint the person he/she feels most able and suited to fill those duty assignments from eligible employees applying.

ARTICLE 15. CLOTHING ALLOWANCE

Section 1. The Employer shall supply all clothing necessary in the execution of his/her duties to include uniform pants, shirt, tie, jacket and any additional uniform clothing necessary to carrying out the employee's duties.

ARTICLE 16. ELECTION DAYS

Section 1. Time off for voting will be as per MS 204C.04 or as amended.

ARTICLE 17. MILITARY RESERVE TRAINING

Section 1. In accordance with state and federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at the employee's current base pay rate for the period of the active duty required for such training, not to exceed 15 calendar days.

ARTICLE 18. PAY PLAN

Section 1. The pay rates set forth on the attached schedules entitled Sheriff's Department Pay Plan are made a part of this Agreement, and shall apply for the duration of this Agreement, with effective dates as indicated on Addendum A, except as otherwise indicated in this Article. Employees covered by this bargaining unit shall receive effective 01/01/2022 a 2% increase; 01/01/2023 a 2% increase; and 01/01/2024 a 2.65% increase. In addition, there will be a 1% market increase on January 1 of 2022, 2023 and 2024 in addition to the general increases.

Section 2. New employees who are considered so qualified by education or previous work experience may, with the recommendation of the department head and approval by the County Administrator, be started in a higher step than the first step of the pay grade.

Current employees who are offered a job change and have education or pre-county work experience for which they have not previously received credit may, with the recommendation of the department head and approval by the County Administrator, be started in a higher step on the pay grade.

ARTICLE 19. GROUP INSURANCE PROGRAM

Section 1.

1.1 All regular County employees shall be eligible for hospital/medical insurance from the first date of employment, provided all necessary application forms have been completed. Employees shall be eligible for life insurance on the first day of the month following the date of employment provided all necessary application forms have been completed. Regular employees shall be eligible for dental insurance coverage on the first day of the month following the date of employment, provided all necessary application forms have been filled out and signed by the employee.

Regular employees, who have opted not to be covered by hospital/medical or dental insurance and later choose to be covered by same may be covered by said insurance provided they are eligible for a mid-plan year change due to a qualified life event.

Regular employees who are temporarily laid off for more than 30 days, or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premiums themselves during the period of such leave of absence, or orders of temporary lay-offs (under the provisions of COBRA). At the time of approved leaves of absence, or orders of temporary layoffs, the County shall provide a written statement to the affected employee advising the employee of the status of the employee's

insurance coverage during the period of absence. Upon returning to work, such employee need not re-establish eligibility.

Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month.

Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month. Accrued earned leave (i.e., vacation, sick, comp) and holiday shall be considered such days so worked. Employees who voluntarily terminate such employment without due notice to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to such Employer contributions. Employees who are discharged for cause shall forfeit all rights to such Employer contributions.

Section 2 (Flexible Spending Account). The County may provide flexible spending account programs. Employees may elect to participate.

Section 3. (Retired Employees).

3.1 Definition: Effective January 1, 2000, "retiree" or 'to retire' means leaving Itasca County employment at a time when the employee has at least 15 years of service in Itasca County employment and will be eligible for PERA retirement annuity upon leaving the service of Itasca County. Provided, however, any employee on the payroll as of April 25, 2000, who does not have 15 years of service with Itasca County when retiring at a time when eligible for a PERA retirement annuity shall be exempt from the 15-year requirement.

3.2 Total Disability: For all regular employees, who qualify for a total disability pension under the eligibility stipulations set by the Minnesota Public Employees Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his/her dependents' hospital/medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits. (For retiree coverage, see Section 7.)

Section 4. (Group Life Insurance).

4.1 Active Employees. The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$25,000.00 for each eligible employee, said insurance includes a double indemnity clause, for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. All employer-provided

insurance and employee-elected additional insurance will terminate upon employee leaving employment.

Section 5 (Coverage – Group Hospital and Medical Insurance).

5.1 Active Employees. High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

5.2 The Employer will pay 80% of the annual deductible via an HSA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan.

a. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid year.

b. Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

c. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts in January for employees who are enrolled in the health insurance plan for the year.

5.3 The employee shall have the option to elect either plan during an open enrollment period or when a qualified event occurs. The premium participation for said plans shall be 80% by the Employer and 20% by the employee.

5.4 The employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

5.5 In the event during the term of the Agreement the County Board elects to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital-medical insurance and dental insurance plans covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's and Union's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

Section 6. (Group Dental Insurance)

6.1 Active Employees Only. The Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent with maximum annual benefit of \$1,500 per person.

The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance The employee shall pay 20% of the dependents' cost of said insurance.

The employee shall have the option to enroll in the program when newly eligible or during an open enrollment period.

Section 7. (Coverage – Group Health and Medical Insurance – Retired Employees)

Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) or High Deductible Plan (Option 2) both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency coverage cost shall be paid by the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted.

For employees hired after January 1, 1998, the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

Section 8. Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program: The bargaining unit representatives on the Committee will be as follows:

LELS Local 493	2 representatives
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The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

Section 9 (Post Health Care Savings Plan)

9.1 All employees shall be enrolled in the Post Health Care Savings Plan, (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, shift differential, meals, severance pay, overtime).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

ARTICLE 20. ADMINISTRATIVE REQUIREMENTS

Section 1. Pay Periods and Pay Dates. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday.

The pay period shall be a period of 2 consecutive weeks commencing at 12:01 a.m. Sunday of the first day of such period and ending at 11:59 p.m. on Saturday of said 2-week period.

Section 2. Changes in employment status of regular employees affecting pay or fringe benefits shall be submitted to the county auditor in writing by the department head not less than 10 regular working days before the end of the pay period for which such changes become effective; otherwise, reflection of such changes in employment status will be delayed until the next ensuing pay period.

Section 3. Time for Filing Payroll Deduction Authorization or Discontinuance. Any requests for added payroll deductions or changes in payroll deductions must be submitted in writing to the county auditor by the employee concerned not later than 10 days before the end of the pay period for which such deduction or change is effective.

Section 4. Jury Duty. Whenever any employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. and the compensation for jury duty be paid to the fund from which the employee is paid. Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

ARTICLE 21. LEAVES OF ABSENCE

Section 1. All requests for a leave of absence shall be submitted in writing by the employee to the employee's supervisor as soon as the need for such leave is known.

Section 2. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or

placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Section 3. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer.

Section 4. After an employee has used all accumulated earned leave and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed six months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

Section 5. Personal Leave of Absence:

1. A leave of absence without pay may be granted by the department head for a period not to exceed 10 days in each calendar year.
2. A leave of absence in excess of 10 working days may be granted by the County Administrator.
3. No leaves of absence shall be granted for an employee to engage in other employment.

ARTICLE 22. DRUG AND ALCOHOL TESTING

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 23. TRAINING TIME

Attendance at department-mandated training shall be paid time. For employees holding a full-time peace officer license required for their position, up to 24 hours per year of attendance at state-mandated training necessary to maintain the employee's license certification shall be paid time. The schedule of training attendance shall be subject to the sheriff's approval. Paid training time shall count as hours worked for purposes of computing overtime eligibility under Article 8.

ARTICLE 24. MILITARY LEAVE POOL

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool. Eligibility for the Pool and other provisions are as set forth in County policy.

ARTICLE 25. SEPARABILITY

Section 1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of the Agreement are separable, and, if any phrase, clauses, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Employer and the Union agree that they will meet within a 30-day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 26. TERM OF AGREEMENT

Except as otherwise provided, this Agreement shall be in full force and effect from January 1, 2022, to December 31, 2024, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least 60 days prior to December 31 that it desires to modify or terminate this Agreement. The present contract shall remain in force in the event settlement for the ensuing contract year has not been reached at the time this contract expires.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed this 21st day of November, 2023.

FOR: LOCAL NO. LAW ENFORCEMENT
LABOR SERVICES

FOR: COUNTY OF ITASCA

Keith Terlinden
Business Agent

Burl Ives
County Board Chair

Date: _____

Date: _____

Union Staff Representative

Brett Skyles
County Administrator

Date: _____

Date: _____

APPENDIX A										
01/01/2022 493 ANNUAL PAY PLAN										
3.00% on 2021 base										
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Deputy Sheriff Road Deputy	10	\$26.39	\$27.78	\$29.17	\$30.56	\$31.95	\$33.33	\$34.72	\$36.12	Deputy Sheriff Road Deputy
Deputy Sheriff Sergeant	11	\$27.44	\$28.88	\$30.33	\$31.79	\$33.23	\$34.67	\$36.11	\$37.56	Deputy Sheriff Sergeant

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX A										
01/01/2023 493 ANNUAL PAY PLAN										
3.00% on 2022 base										
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Deputy Sheriff Road Deputy	10	\$27.18	\$28.61	\$30.05	\$31.48	\$32.91	\$34.33	\$35.76	\$37.20	Deputy Sheriff Road Deputy
Deputy Sheriff Sergeant	11	\$28.26	\$29.75	\$31.24	\$32.74	\$34.23	\$35.71	\$37.19	\$38.69	Deputy Sheriff Sergeant

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX A										
01/01/2024 493 ANNUAL PAY PLAN										
3.65% on 2023 base										
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Deputy Sheriff Road Deputy	10	\$28.17	\$29.65	\$31.15	\$32.63	\$34.11	\$35.58	\$37.07	\$38.56	Deputy Sheriff Road Deputy
Deputy Sheriff Sergeant	11	\$29.29	\$30.84	\$32.38	\$33.94	\$35.48	\$37.01	\$38.55	\$40.10	Deputy Sheriff Sergeant

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

These pay rates reflect an additional 1% market increase on January 1 of 2022, 2023 and 2024

ADDENDUM B-Retiree Insurance

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Addendum B.

Employees who were hired by the Sheriff Department prior to January 1, 1998 are not subject to the \$10,000 retirement health insurance cap and include the following employees listed below. In order for these employees to be eligible for retiree health insurance, they must be eligible for a PERA retirement annuity upon leaving the service of Itasca County.

Jeffrey Bryngelson
Thomas Williams
Ryan Gunderson
James Brooks
Mark Greiner