

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF WASHINGTON AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL #372

ESSENTIAL CAPTAIN/COMMANDER UNIT

January 1, 2024 – December 31, 2025

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ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 This AGREEMENT to be effective as of January 1, 2024 through December 31, 2025 between the County of Washington, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. hereinafter called the UNION.
- 1.2 It is the intent and purpose of the AGREEMENT to:
 - (1) Assure sound and mutually beneficial working and economic relationships between the parties hereto:
 - (2) Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.
 - (3) Place in written form the parties' complete agreement upon terms and conditions of employment for the duration of this AGREEMENT.
- 1.3 All personnel policies unless otherwise stated, shall be applied uniformly across the entire bargaining unit.

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for the employees in the following unit:

All employees in the classification of Captain, Commander and Jail Administrator employed by the Washington County Sheriff's Office, Stillwater, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, Subd. 14, excluding all other employees.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The UNION recognizes the Washington County Board of Commissioners as the representative of the EMPLOYER, and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided for in the AGREEMENT. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the witnessed signature of the EMPLOYER'S designated bargaining representative(s) is affixed thereon.
- 2.4 The EMPLOYER in accordance with the provisions of Minnesota Statutes §179A.03, Subd. 8, 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 the certified representative. No agreement covering the terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the UNION unless the witnessed signature of the UNION'S representative is affixed thereon.

ARTICLE 2A. NON-DISCRIMINATION

- 2A.1 No employee shall be discriminated against under the provision of this AGREEMENT by either the EMPLOYER or the UNION on any basis prohibited by law.

ARTICLE 3. UNION SECURITY

- 3.1 The EMPLOYER agrees to deduct the UNION dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the EMPLOYER by a representative of the UNION in itemized bill format, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the representative by the first of the succeeding month, after such deductions are made.
- 3.3 The UNION may designate certain employees from the unit to act as officers and shall, within five (5) days of such designation, certify to the EMPLOYER, in writing, of such choice and the designation of successors to former officers. The UNION shall also certify to the EMPLOYER a complete and current list of its officers.
- 3.4 The EMPLOYER agrees to recognize stewards certified by the UNION as provided in this Section, subject to the following stipulations:
 - A. There shall be no more than one (1) steward and one (1) alternate designated at any one time.
 - B. Stewards and other employee UNION officers shall not leave their work assignments for UNION business without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER. No more than one (1) steward shall be paid time to investigate or present a grievance.
- 3.5 The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election return, UNION appointments to office, and UNION recreational or social affairs, and any other items specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to the bulletin board space designated by the EMPLOYER.
- 3.6 The UNION shall represent all members of the unit fairly and without regard for UNION membership or non-membership or other factor.
- 3.7 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this article.

ARTICLE 4. WORK SCHEDULES

- 4.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of compensatory time. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 4.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the EMPLOYER.
- 4.3 The normal work schedule shall be five (5) eight (8) hour days on duty, Monday through Friday, followed by two (2) days off duty, Saturday and Sunday. Other work schedules may be authorized to accommodate the services performed by the EMPLOYER.

ARTICLE 5. HOLIDAYS

5.1 2024 and 2025 holidays are defined as:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
One Floating Holiday	

5.2 Employees shall be eligible for one (1) floating holiday, up to eight (8) hours each calendar year. The floating holiday shall be scheduled in the same manner as approved time off – and must be used prior to December 31 of each calendar year or it shall be lost. Floating holidays are ineligible to be paid out upon termination of employment. Part-time employees are eligible for a pro-rated floating holiday equivalent to their budgeted FTE.

5.3 Provided a holiday falls on a Saturday, the day before shall be observed as the holiday. If a holiday falls on a Sunday, the day after shall be observed as the holiday.

5.3 Employees shall be eligible for holiday pay provided they are in paid status on the work day before and the workday after the holiday.

5.4 When a paid holiday falls during an employee's vacation period, the employee shall not be charged PTO time for that day.

ARTICLE 6. PAID TIME OFF

6.1 Paid Time Off – Policy guidelines for the Paid Time Off Plan (PTO) are in County Policy and shall apply to this agreement.

6.2 Effective January 1, 2019 the PTO accrual rates are as follows:

Years of Service	Accrual per Hour of Service (to maximum hours/days per year)
For Employees hired January 1, 2019 and after: Less than 5 years of service	.0769 hours per hour worked (160 hours/20 days per year)
For Employees hired December 31, 2018 and prior: Less than 5 years of service	.0808 hours per hour (168 hours/21 days per year)
Completed 5 years but less than 10 years of service	.0923 hours per hour (192 hours/24 days per year)
Completed 10 years but less than 15 years of service	.1039 hours per hour (216 hours/27 days per year)
Completed 15 years but less than 20 years of service	.1154 hours per hour (240 hours/30 days per year)
Completed 20 years of service	.1385 hours per hour (288 hours/36 days per year)

ARTICLE 7. EXTENDED SICK LEAVE

7.1 Extended sick leave may be authorized for the following reasons with limitations as specified.

- (1) For illness or injury, dental or medical treatment for the employee. Sick leave usage by the employee may be subject to approval by the department head. The EMPLOYER may require verification for an absence only when there is a rational basis to believe that there is misuse of sick leave on the part of the employee; from a recognized medical authority attesting to the necessity of the leave, ability to return to duty or other information deemed necessary.
 - (2) Illness to the immediate family for such period as necessary subject to certification by medical authority. The term "immediate family" shall be limited to spouse, children, or parent where the parent has no other person available to provide necessary domestic care and who lives in the household of the employee.
- 7.2 An employee must present a physician's statement attesting to their fitness to return to work if requested by EMPLOYER.
- 7.3 Employees shall not be entitled to receive extended sick leave benefits during the period they are qualified to receive disability insurance benefits as provided by the EMPLOYER.
- 7.4 An employee who is injured on the job, regardless of the extent of the injury, shall notify the employee's supervisor of the injury, immediately, but no later than twenty-four (24) hours after sustaining the injury.
- 7.5 An employee who is receiving workers' compensation for an injury received while working for the EMPLOYER will remain in paid status for the first three (3) days and may supplement workers' compensation with other accumulated benefits (PTO, Extended Sick Leave, compensatory time) to receive a normal base salary (base hourly rate of pay times FTE). Upon completion of temporary total/partial disability payments, the employee may elect to supplement the difference between normal salary and the Workers' Compensation payments received by supplementing with other accumulated benefits (PTO, Extended Sick Leave, compensatory time).
- 7.6 To be eligible for extended sick leave payment, an employee must notify the employee's supervisor or the supervisor's designee as soon as possible, but no later than one (1) hour after the starting time for the employee's scheduled shift. The EMPLOYER may waive the necessity of said notice when an employee conclusively established that the employee could not comply with this requirement because of circumstances beyond the employee's control.
- 7.7 Should illness occur while an employee is on PTO, the period of illness may be charged to extended sick leave and the charge to PTO leave or compensatory time be reduced accordingly. An employee requesting such a change may be required to submit a written statement of a physician attesting to illness and the period of disability.

ARTICLE 8. DISCHARGE AND DISCIPLINE

- 8.1 The EMPLOYER will discipline employees who have completed the required probationary period for just cause only. Discipline depending upon the severity of the infraction will be in the form of the following:
- Oral Reprimand;
 - Written Reprimand;
 - Suspension;
 - Demotion; or
 - Discharge.
- 8.2 Suspensions, demotions and discharges will be in written form.

- 8.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimand and/or notices and a copy shall be forwarded to the UNION upon request of the employee.
- 8.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 8.5 Discharges will be preceded by a five (5) day suspension with pay.
- 8.6 An employee will not be questioned concerning an investigation of disciplinary action regarding that employee unless the employee has been given an opportunity to have a UNION representative present at each questioning. The EMPLOYER shall have no obligation to inform the employee of this right.
- 8.7 Grievances relating to this Article shall be signed by the employee and the UNION and initiated by the UNION in Step 2 of the grievance procedure under Article 12.
- 8.8 Election of Remedy: An employee with a contract-related grievance must elect either the appropriate County procedure (which includes Veteran's hearings) or the grievance procedure under this Agreement. In the event the employee elects to pursue a grievance through another forum outside of the collective bargaining agreement, the employee may not seek a remedy under the grievance procedure of this collective bargaining agreement. With respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal to arbitration. If a court of competent jurisdiction rules contrary to the Board of Governors decision, or if the Board of Governors decision is judicially or legislatively overruled, then the underlined portion of this section shall be deleted.

ARTICLE 9. SEVERANCE PAY

- 9.1 Employees shall be eligible for severance pay of extended sick leave, upon retirement, death, or resignation, in accordance with the following conditions:
- a. The employee shall have an accumulated bank of at least four hundred eighty (480) hours of extended sick leave.
 - b. The employee shall have been employed by Washington County for ten (10) years or more.
 - c. Upon separation 100% of PTO balance is put in the employee's post-employment health care savings plan. 100% of the 25% of extended sick leave (up to \$12,000 if retiring and \$4,950 if resigning or in the event of death) is put in the employee's post-employment health care savings plan.

ARTICLE 10. LEAVES OF ABSENCE

- 10.1 Eligibility Requirements: Regular employees shall be eligible for leaves of absence.
- 10.2 Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to the EMPLOYER. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization, if granted, for a leave of absence shall be furnished to the employee by the EMPLOYER, and it shall be in writing.
- 10.3 A request for a leave of absence not exceeding one (1) month shall be answered within five (5) work days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10)

work days. All personal leaves shall be without compensation or benefits. The approval or denial of such leave shall not be subject to the grievance procedure.

- 10.4 An employee returning from an unpaid leave of absence for medical purposes shall be returned to the employee's department and classification. The returning employee shall be accorded the pay and benefits due the employee's seniority if the department and/or classification were eliminated during the absence.
- 10.5 **Personal Leave:** Leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed for any reasonable period of time in accordance with the Americans with Disabilities Act (ADA).
- 10.6 **Union Business:** Employees elected to any UNION office or selected by the UNION to do work which takes them from their employment with the EMPLOYER, shall at the written request of the UNION be granted a leave of absence.
- 10.7 The EMPLOYER may cancel a leave of absence at any time the employee utilizes the leave for purposes other than those stated when the leave was granted. An employee may cancel an approved leave of absence and return to work with the approval of the EMPLOYER.
- 10.8 **Jury Duty:** Jury duty shall be granted in accordance with County Personnel Rules and Regulations.
- 10.9 **Military Leave:** Military leave shall be granted in accordance with County Personnel Rules and Regulations.
- 10.10 **Educational Leave:** Educational leaves of absence shall be granted in accordance with the County Personnel Regulations.
- 10.11 An employee unable to work because of illness or accident who has exhausted paid PTO, extended sick leave, compensatory time, and Family Medical Leave may apply for a personal leave of absence. Application for such leave shall be made in accordance with County policies. Employees will return at the same salary in the existing salary schedule, will retain promotion rights, and will earn vacation schedule seniority under this paragraph. Existence and extent of illness or disability must be verified by a written statement from a medical provider when requested by the EMPLOYER.
- 10.12 All paid and unpaid leave time associated with documented illness (excluding workers' compensation and ADA) shall not exceed eighteen (18) months in duration.
- 10.13 **Paid Parental Leave:** Effective January 1, 2024, the county will provide up to six (6) weeks (240 hours maximum) of Paid Parental Leave (pro-rated for part-time employees) for the birth or adoption of a child. This leave accrual shall sunset on 12/31/25 or on the date the Minnesota State Paid Leave program goes into effect, whichever is later.

ARTICLE 11. COMPENSATION

- 11.1 Effective January 1, 2024 only, a 3.75% General Adjustment shall be applied. In addition, on January 1, 2024 only, the employee shall receive \$3.18 per hour increase as a result of a market adjustment.
- 11.2 Effective January 1, 2025 only, a 3.75% General Adjustment shall be applied.
- 11.3 Employees shall be compensated in accordance with the Master Compensation schedule posted electronically. When it is determined that an employee's base salary is above the established salary range, that employee will receive the above-noted general increases as a non-base increase.

Employees who terminate employment prior to the date of County Board approval of this Agreement

shall not be eligible for retroactive general adjustments or pay increases.

11.4 Effective January 1, 2024 only, the salary range minimum and maximum will increase by 7.25% + \$1.64 per hour to reflect a market adjustment. Effective January 1, 2025 only, the salary range minimum and maximum will increase by 3.75%.

11.5 The EMPLOYER shall annually, on or near the anniversary date of the employee's employment in the employee's present classification, review the performance of each employee. If an employee is not at the maximum of the salary range for the employee's classification an increase may be granted. Such increase shall be granted if the employee's performance is on average at least benchmark performance or better for the annual review period. All reviews and increases in salaries are subject to review by the employee's supervisor and department head and must be approved and authorized by the County Board of Commissioners. If a salary increase is not granted, the EMPLOYER shall notify the employee, in writing, of the reason. In no event shall an employee's salary exceed the range maximum.

For 2024 only, employees whose wage is below the maximum of the salary range shall be eligible for a 4.5% increase not to exceed the salary range maximum. Such payment shall be on the employee's classification anniversary date. For 2025 only, employees whose wage is below the maximum of the salary range shall be eligible for a 3.5% increase not to exceed the salary range maximum. Such payment shall be on the employee's classification anniversary date.

11.8 Merit Pay – An employee will be eligible for merit pay based on job performance if they are being paid at the maximum of their salary range. Merit payments will be paid in a lump-sum payment on the employee's classification date in conjunction with the employee's performance evaluation.

An employee, who is currently not being paid at the maximum and is eligible for range movement, and whose salary would exceed the maximum of the salary range when the agreed upon range movement amount is added to their base salary, is also eligible for merit pay. In this case, the merit pay increase will first be applied to the employee's base salary to bring it to the maximum of the salary range and the remainder of the merit pay increase will be paid in a lump-sum payment.

For year 2024 and 2025 only, merit pay amount is an amount up to five (5%) percent of the employee's salary range maximum.

Decisions on merit pay are not grievable.

11.9 An employee who is promoted shall receive a salary increase to at least the minimum rate of the new class or at least 5% (five percent) whichever is greater. If the employee's salary before promotion is above the minimum of the range, the new salary shall be adjusted with a minimum increase of 5% (five percent). No employee may receive an increase higher than the new class maximum.

11.10 An employee who is transferred may be paid the same salary as before the transfer. A transferred employee shall not be subject to a probationary period or alteration in the anniversary date for salary increase purposes.

11.11 When any classification not listed on the wage schedule is established, which involves functions substantially similar in nature, character and scope to those performed in whole or in part by an existing classification which is part of the bargaining unit as listed in Section 2.1, the EMPLOYER shall designate the rate structure for the position. In the event the UNION does not agree that the rate is proper, it shall have the right to submit this issue to the Board of Commissioners.

11.12 Any wage adjustments provided for in this AGREEMENT shall commence on the date the employee becomes qualified and authorized to receive the adjustment.

ARTICLE 12. GRIEVANCE PROCEDURE

- 12.1 Definition of a Grievance: a grievance is defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the violation or application of the specific terms and conditions of this AGREEMENT.
- 12.2 UNION Representatives: The EMPLOYER will recognize representatives designated by the UNION and the grievance representatives of the unit having duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of the UNION representatives and of their successors.
- 12.3 Processing a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of a grievance 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 the UNION representative(s) shall be allowed a reasonable amount of time, without loss of pay, when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION representatives 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. All grievances must follow the steps designated herein.
- 12.4 Procedure: Grievance, as defined by Article 12.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the violation or application of this AGREEMENT, shall within fourteen (14) calendar days after such alleged violation has occurred (or actual knowledge of the alleged violation or the time when the occurrence of the alleged violation should reasonably have been known), present such grievance, in writing, to the employee's immediate supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss with the employee and give, in writing, an answer to such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance not resolved in Step 1 and the employee wishes to appeal to Step 2, it shall be placed in writing to be signed by the employee (where at least one employee signature is necessary for "class action" grievances on behalf of all similarly situated employees) and the UNION, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of this AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within fourteen (14) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within fourteen (14) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be signed by the employee and the UNION and presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance. Such meeting shall be held within fourteen (14) calendar days. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within fourteen (14) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be signed by the employee and the UNION and presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. Such meeting may be waived by agreement of the parties. The EMPLOYER- designated representative shall give the UNION the EMPLOYER'S answer in writing within fourteen (14) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be

appealed to Step 4 within fourteen (14) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION to the EMPLOYER, within fourteen (14) calendar days shall be considered waived.

By mutual agreement of the Employer and the Union, the parties may waive Steps 1, 2 and/or 3.

The parties by mutual agreement may agree to petition the Bureau of Mediation Services for the utilization of mediation for suspensions, demotions and terminations.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration and a request shall be made to the Bureau of Mediation Services for a panel of arbitrators (unless the UNION and the EMPLOYER agree on an arbitrator) within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3, subject to the provisions of the Public Employment Labor Relations Acts 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.

12.5 Arbitrator's Authority:

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 Bureau of Mediation Services.

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. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submissions of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The fees and expenses for the arbitrator's services and proceeding shall be borne equally by the EMPLOYER and the UNION, provided, if a grievance is clearly decided in favor of the UNION or the EMPLOYER, then the losing party shall be responsible for all the arbitrator's fees and expenses; and provided that each party shall be responsible for compensating its own representative 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 for the proceedings the cost shall be borne equally.

- 12.6 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, it shall be considered denied and the UNION may elect to appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

ARTICLE 13. SENIORITY/LAYOFF

- 13.1 Seniority shall be the length of continuous full-time employment with the EMPLOYER.

- 13.2 Classification seniority shall be the length of continuous service in a particular classification.
- 13.3 Departmental seniority shall be the length of continuous service in a particular department of the EMPLOYER.
- 13.4 In the event that it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their classification seniority within department, provided that the employees who remain are qualified to perform all the work that remains.
- 13.5 A laid off employee retains seniority in the bargaining unit for a period of two (2) years. Employees shall be eligible, according to seniority, for recall to the previously held classification or to any vacancy for a classification previously held by the employee in the Sheriff's Office, if available. Employees recalled outside this bargaining unit will retain County seniority for the purposes of benefit-earning status. Notice of recall shall be sent to employees at their last-known address by registered or certified mail. If the employee fails to report to work within ten (10) calendar days from the date of mailing of the notice of recall, the employee shall be considered as having resigned. No new employee shall be hired in a classification where employees are on layoff status until all employees on layoff status in the classification desiring to return to work have been recalled.
- 13.6 Employees promoted outside the bargaining unit shall maintain their seniority rights in the unit for six (6) months.
- 13.7 Seniority lists: Effective July 1 of each year the EMPLOYER shall post a Seniority, Classification, and Department, list showing the county, classification, and department seniority of each employee in the bargaining unit. Employees shall have thirty (30) days after the posting of the seniority lists to request corrections in the lists. If a change is not requested, the list shall remain as published for the next one (1) year period.
- 13.8 Interruption in continuous service: An interruption in continuous service by unpaid leaves of absence shall freeze the employee's seniority status from the time of the leave until service is resumed.
- 13.9 Breaks in Continuous Service: An employee's continuous service records shall be broken by voluntary resignation, discharge for just cause, and retirement. If the employee is rehired at a later date previous seniority status shall not apply.
- 13.10 A special project/limited duration employee is an employee hired to work on a special or temporary basis where such temporary work has a limited expected duration of less than twelve months except where funded by an outside source and where there is little eventuality of continued employment by the EMPLOYER in such position after the temporary work assignment. Examples: a) filling vacancies caused by regular staff on leave of absence, b) temporary workloads or projects, or c) positions primarily funded by an outside source. In the event the special project/limited duration position becomes regular, the EMPLOYER does not need to re-post the position. The incumbent in such instance shall retain all seniority rights retroactive to the date of hire in the special project/limited duration position. Special project/limited duration employees shall receive benefits as set forth in the written employment offer from the EMPLOYER.

ARTICLE 14. JOB VACANCIES/PROMOTION

- 14.1 The EMPLOYER is committed to hiring the most qualified candidate for county service.
- 14.2 All promotional opportunities shall be posted for seven (7) calendar days. The posting shall include job title, classification, salary information, description of duties, minimum qualifications and examinations required.

- 14.3 Transfers within a classification or promotion to a classification need not be posted. Request for transfer to vacant positions shall be considered by the EMPLOYER, but the determination shall be solely at the EMPLOYER'S discretion.
- 14.4 The position of Commander is filled by appointment of the duly elected Sheriff.

ARTICLE 15. PROBATIONARY PERIODS

- 15.1 Newly hired or rehired employees shall serve a one-year probationary period. Promoted employees shall be subject to a six-month probationary period. Upon mutual agreement the probationary period may be extended.
- 15.2 The purpose of the probationary period shall be to provide the employee with the training and work experience and to determine an employee's ability to perform the work.
- 15.3 Probationary employees shall accrue paid time off (PTO) pursuant to Articles 6.
- 15.4 The EMPLOYER may discharge or discipline a newly hired or rehired probationary employee during the probationary period. Such action shall not be subject to the grievance procedure. (See Article 8.)
- 15.5 During probation, a promoted employee may request to return to the employee's previous classification. Such return shall be made to the same classification and salary as held prior to promotion provided that a position in the classification is still available. Such action shall not be subject to the grievance procedure.

During probation the EMPLOYER may return a promoted employee to the employee's previous classification. Such return shall be made to the same classification and salary as held prior to promotion provided that a position in the classification is still available. Such action shall not be subject to the grievance procedure.

- 15.6 Commanders serve in a unique and confidential relationship of trust with the Sheriff. The parties therefore agree that the Sheriff may terminate the appointment of a Commander at any time, upon written notice and without cause. Upon written notice of termination of appointment as Commander and/or Commander-Jail Administrator, the employee shall return to the rank the employee held immediately prior to appointment as Commander and the pay that the employee would have been at had the employee not been appointed as Commander. The parties further agree that termination of the appointment of Commander is not and shall not be construed as disciplinary action, and said termination of appointment is not subject to the grievance procedure of this Agreement.

ARTICLE 16. INSURANCE

- 16.1 The EMPLOYER agrees to provide health insurance coverage in accordance with the terms of its group policy. The EMPLOYER shall pay the following amounts for coverage under said policies.

2024

Copay Plan

Employee	\$858.18 per month
Employee + Child(ren)	\$1,132.49 per month
Employee + Spouse	\$1,503.31 per month
Family	\$1,765.18 per month

Open Access \$3,200- 90% HSA

Employee	\$831.57 per month
Employee + Child(ren)	\$1,198.51 per month

Employee + Spouse	\$1,596.16 per month
Family	\$1,885.96 per month

Open Access \$4,500 – 90% HSA (Perform Network)

Employee	\$783.55 per month
Employee + Child(ren)	\$1,139.87 per month
Employee + Spouse	\$1,532.76 per month
Family	\$1,810.45 per month

Open Access \$4,500 – 90% HSA Select (Narrow Network)

Employee	\$679.87 per month
Employee + Child(ren)	\$988.67 per month
Employee + Spouse	\$1,329.43 per month
Family	\$1,570.30 per month

2025

Copay Plan

Employee	86.5% of monthly premium
Employee + Child(ren)	67% of monthly premium
Employee + Spouse	65.75% of monthly premium
Family	65.75% of monthly premium

Open Access \$3,200- 90% HSA

Employee	95.75% of monthly premium
Employee + Child(ren)	81% of monthly premium
Employee + Spouse	79.75% of monthly premium
Family	80.25% of monthly premium

Open Access \$4,500 – 90% HSA

Employee	99% of monthly premium
Employee + Child(ren)	84.5% of monthly premium
Employee + Spouse	84% of monthly premium
Family	84.5% of monthly premium

Open Access \$4,500 – 90% HSA

Employee	99% of monthly premium
Employee + Child(ren)	84.5% of monthly premium
Employee + Spouse	84% of monthly premium
Family	84.5% of monthly premium

- 16.2 The EMPLOYER shall provide each employee (.50 FTE or greater) with group term life insurance coverage in the amount of one times the employee’s annual salary plus \$10,000.00.
- 16.3 The EMPLOYER agrees to provide each employee (.50 FTE or greater) with coverage under the EMPLOYER’S long-term disability policy. An employee shall be eligible for coverage the first of the month following date of employment; if date of employment is the first of the month, coverage is available immediately.

ARTICLE 17. WORK RULES

- 17.1 The EMPLOYER shall have the right to establish reasonable work rules and personnel policies that are not in conflict with the provisions of this AGREEMENT, which shall be equitable and uniformly applied. Prior to the effective date, any work rules or policy shall be posted electronically for a period of fourteen (14) calendar days. Any complaint involving the application of new or existing

work rules shall be subject, exclusively, to the County Personnel Regulations grievance procedure.

- 17.2 All personnel policies unless otherwise superseded by the terms of this contract shall apply to the UNION members and EMPLOYER.

ARTICLE 18. SAVINGS CLAUSE

- 18.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the County of Washington. 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, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void.

All other provisions of this AGREEMENT shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 19. NO STRIKE

- 19.1 The UNION agrees that during the life of this AGREEMENT neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will cause, encourage, participate in, or support any strike, sympathy strike, slowdown, absenteeism, mass resignation, or other interruption of or interference with the operation of the EMPLOYER. In the event that an employee violates this Article, the UNION, including officers and stewards, shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 20. EMPLOYER AUTHORITY

- 20.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain rights and authority necessary to operate and direct the department, including, but not limited to: the provisions of Minnesota Statutes §179A.07, Subd. 1; directing the work force; controlling operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the mission of the EMPLOYER in emergencies.
- 20.2 The foregoing enumeration of EMPLOYER'S rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not specifically delegated in this AGREEMENT or restricted by state or federal law or regulations and are reserved to the EMPLOYER.

ARTICLE 21. SUBCONTRACTING

- 21.1 In the event that the EMPLOYER determines to contract out or subcontract any work performed by employees covered by this AGREEMENT, the EMPLOYER shall notify the UNION when such determination is made but in no case less than thirty (30) calendar days in advance of the implementation of such determination. During said period the EMPLOYER shall meet and confer with the UNION to discuss possible ways and means to minimize the laying off of unit members.

ARTICLE 22. COMPENSATORY TIME

- 22.1 Employees shall not be eligible for overtime pay unless specifically authorized by the County Board of Commissioners.

22.2 Compensatory time will be earned and used as follows:

- a. All hours earned shall be at the straight time rate (i.e., hour for hour).
- b. There shall be no severance payment for unused compensatory time.
- c. Compensatory time may accrue above the sixty (60) hour maximum during the calendar year with the understanding that no carryover may occur beyond the end of the calendar year of more than sixty (60) hours.

ARTICLE 23. INJURY ON DUTY

23.1 Injury on Duty Involving the Apprehension of Persons: An employee who is injured on duty involving the apprehension of persons will have their regular rate of pay supplemented by the County for a period not to exceed two thousand eighty (2,080) hours, or full-time equivalency hours, from the first date of lost time excluding date of injury. After said two thousand eighty (2,080) hours, or full-time equivalency hours, the employee may supplement workers' compensation payments in accordance with Article 7.5 of this AGREEMENT.

23.2 Injury Unique to Law Enforcement: An employee receiving workers' compensation for an injury unique to law enforcement will be paid for the first three (3) days. In addition, their normal base salary (base hourly rate of pay times FTE) will be supplemented by the County for the first ninety (90) consecutive days from the first day of lost time excluding date of injury. After said ninety (90) days, the employee may supplement workers' compensation payments in accordance with Article 7.5 of this AGREEMENT.

ARTICLE 24. CLOTHING ALLOWANCE

24.1 Duty uniform or clothing for each employee shall be designated by the Sheriff. Each employee shall be compensated in the following amount per year in one (1) cash payment: effective the pay period which includes January 1, 2024 and also in the pay period that includes January 1, 2025, the uniform allowance of \$1,275.00 will be paid to an employee as taxable income. In the event the amount of the uniform/clothing allowance is increased in the L.E.L.S (Deputy Sheriff Sergeant Unit) agreement during the 2024-25 term, the clothing allowance amounts will be increased to the same amount provided to the employees of L.E.L.S. (Commanders Unit) consistent with the year of any change.

Employees leaving the employment of the EMPLOYER shall reimburse the EMPLOYER for a portion of the amount paid by the EMPLOYER for their uniform allowance. The amount will be determined on a pro-rata basis over the twelve-month period, i.e., an employee leaving County employment in August would reimburse the EMPLOYER 4/12 of the uniform allowance.

Payment shall be considered taxable income to the employee, will be included in a regular bi-weekly paycheck, and will be documented on the employee's W2 for IRS reporting purposes. To be eligible for the uniform allowance an employee must be an employee of record as of the date of the payment.

24.2 Initial Uniform: The Employer shall furnish new employees with an initial uniform complement. The cost of the initial uniform shall be deducted from uniform allowance payments for which the employee is eligible. No uniform allowance payments shall be made to an employee until the cost of the initial uniform has been fully recovered.

24.3 An employee may apply for the replacement of personal articles or clothing damaged in the line of duty. The decision to pay for all or part of the replacement costs will be made by the Employer and shall not be appealable. The criteria that will be used by the Employer will include, but is not limited to, the circumstances of the damage, the condition of the article prior to and after the event, the value of the article and the reasonableness of use.

ARTICLE 25. DEFINITIONS

- 25.1 Union: Law Enforcement Labor Services, Inc.
- 25.2 Union Member: A member of the Law Enforcement Labor Services, Inc.
- 25.3 Employee: A member of the exclusively recognized bargaining unit.
- 25.4 Department: The Washington County Sheriff's Office.
- 25.5 Employer: The County of Washington, Minnesota.
- 25.6 Sheriff: The Sheriff of Washington County, Minnesota.
- 25.7 Union Officer: Officer elected or appointed by the Law Enforcement Labor Services, Inc.

ARTICLE 26. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 26.1 This AGREEMENT shall represent the complete AGREEMENT between the UNION and the EMPLOYER.
- 26.2 The parties acknowledge that during the negotiation which resulted in this AGREEMENT, each had the unlimited right and opportunity to make request and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore the EMPLOYER and the UNION, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.
- 26.3 This AGREEMENT may be amended at any time during its life upon the mutual consent of the EMPLOYER and the UNION. Such amendment to be enforceable must be in writing and attached to all executed copies of this AGREEMENT.

ARTICLE 27. TERMINATION AND MODIFICATION

- 27.1 Notwithstanding the dates of the signatures, this AGREEMENT shall be effective as of January 1, 2024, and shall remain in full force and effect through December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1 that it desires to modify this AGREEMENT. In the event that such notice is given, negotiations shall begin no later than September 1. This AGREEMENT shall remain in full force and be effective during the period of negotiations or until notice of termination of this AGREEMENT is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate or modify this AGREEMENT, written notice must be given to the other party not less than ten (10) calendar days prior to the desired termination or modification date. The termination date shall not be before the anniversary date set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #372

Jeff Giles 4/1/2024
Business Agent Dated _____

Roger Heinen 4/1/2024
Steward Dated _____

THE COUNTY OF WASHINGTON

Commissioner Stan Karwoski 4/9/2024
County Board Chair Dated _____

Kevin Corbid 4/9/2024
County Administrator Dated _____

Angela S. Malezny 4/1/2024
Human Resources Director Dated _____

APPENDIX A

Effective January 1, 2024, the salary range for the Commander and the Commander- Jail Administrator will be as follows:

Minimum: \$54.03/ hour Maximum: \$ 74.66

Effective January 1, 2025, the salary range for the Commander and the Commander- Jail Administrator will be as follows:

Minimum: \$56.06/ hour Maximum: \$ 77.46