

HENNEPIN COUNTY
MINNESOTA

Agreement Number: A189391

AGREEMENT

BETWEEN

THE COUNTY OF HENNEPIN

AND

LAW ENFORCEMENT LABOR SERVICES, LOCAL #393

LICENSED SUPERVISORY UNIT

January 1, 2019 to December 31, 2021

Table of Contents

ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT 3

ARTICLE 2 – RECOGNITION 3

ARTICLE 3 - DEFINITIONS 3

ARTICLE 4 - UNION SECURITY 5

ARTICLE 5 - EMPLOYER AUTHORITY 6

ARTICLE 6 - SENIORITY 6

ARTICLE 7 - GRIEVANCE PROCEDURE 7

ARTICLE 8 - NO STRIKE 8

ARTICLE 9 - WORK SCHEDULES - PREMIUM PAY 8

ARTICLE 10 - HOLIDAYS 10

ARTICLE 11 - VACATIONS 111

ARTICLE 11B – PTO Employees hired prior to 7/7/19 choosing PTO (after 7/7/19); and employees hired on or after 7/7/19 13

ARTICLE 12A - SICK LEAVE (EMPLOYEES WHO DON’T PARTICIPATE IN PTO) 14

ARTICLE 12B – SICK LEAVE (EMPLOYEES WHO CONVERT TO PTO) 15

ARTICLE 13 - GENERAL CONDITIONS OF LEAVES OF ABSENCE 16

ARTICLE 14 - ELECTION DAYS 16

ARTICLE 15 - MILITARY RESERVE TRAINING 16

ARTICLE 16 - SALARY RATES 17

ARTICLE 17 - FUNERAL LEAVE 17

ARTICLE 18 - HAZARDOUS DUTY INJURY LEAVE 18

ARTICLE 19 - MILITARY LEAVE OF ABSENCE WITH PAY 18

ARTICLE 20 – INSURANCE 18

ARTICLE 21 - RIGHT OF CONTRACTING SERVICES 22

ARTICLE 22 - INDIVIDUAL RIGHTS 23

ARTICLE 23 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING 23

ARTICLE 24 - SAVINGS CLAUSE 23

ARTICLE 25 - ABSENCE WITHOUT LEAVE 23

ARTICLE 26 - LEAVE BENEFITS AND WORKERS’ COMPENSATION BENEFITS 23

ARTICLE 27 - COURT APPEARANCE 23

ARTICLE 28 - STABILITY ADJUSTMENTS	24
ARTICLE 29 - SEVERANCE PAY	24
ARTICLE 30 - HEALTH AND SAFETY	25
ARTICLE 31 - CLOTHING ALLOWANCE.....	25
ARTICLE 32 - DISCIPLINE AND DISCHARGE.....	26
ARTICLE 33 - EMPLOYEE DRUG AND ALCOHOL TESTING.....	26
ARTICLE 34 - EDUCATIONAL ASSISTANCE	27
ARTICLE 35 - MEDIATION AND ARBITRATION OF DISPUTES	27
ARTICLE 36 - TERM OF AGREEMENT	27
ARTICLE 37 - EFFECTIVE DATES.....	277
SIGNATURE PAGE.....	28

ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT

Section 1. This Agreement, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and Hennepin County Sheriff's Supervisors Association, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- A. Express in written form the complete AGREEMENT between the parties on hours, wages and other conditions of employment and to specify the duration of this AGREEMENT;
- B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the express provisions set forth in this AGREEMENT;
- C. Specify the full and complete understanding of the parties;
- D. Improve and promote greater individual productivity and quality of services; and
- E. 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. Both parties recognize this AGREEMENT as a pledge of this dedication. The parties recognize that this AGREEMENT is not intended to modify any of the authority vested in the County of Hennepin by the statutes and laws of the State of Minnesota.

ARTICLE 2 – RECOGNITION

Section 1. The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, 179A.03, for a unit of full time sworn peace officers in the Hennepin County Sheriff's Office in the classifications as listed in the article herein titled "Salary Rates" and excluding: 1) confidential, temporary, or part-time employees; 2) the classifications of Chief Deputy Sheriff or Major; and 3) employees assigned to the Internal Affairs Unit.

Section 2. The UNION recognizes the Labor Relations Representative designated by the Labor Relations Director, as the representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this 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 signature of the EMPLOYER's designated Labor Relations Representative is affixed thereon.

Section 3. The EMPLOYER, in accordance with the provisions of Minnesota Statute 179A.06, 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 conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative.

ARTICLE 3 - DEFINITIONS

Section 1. The following terms used in this AGREEMENT shall be defined as follows:

- A. **BASE PAY RATE:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity or any other special allowances.
- B. **COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
- C. **CURRENT:** Shall mean the present time period as designated such as hour, day, month, year.
- D. **DAYS:** Unless otherwise indicated, means working days (Monday through Friday exclusive of holidays).
- E. **DEMOTION:** A change from a position in one work classification to a position in another work classification with less responsible duties and lower compensation.
- F. **DEPARTMENT:** An organizational unit of Hennepin County Government.
- G. **EMERGENCY:** A crisis situation or condition so defined by the EMPLOYER.
- H. **EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in Article 2, Section 1 herein, who has been employed on the basis of regular appointment to a continuing position.

- I. **EMPLOYER:** County of Hennepin or its designated representative(s).
- J. **FULL TIME:** A work schedule equivalent to an average of 2,080 regular hours per year.
- K. **LAYOFF:** Separation from service with the EMPLOYER in excess of fifteen (15) calendar days necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- L. **LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.
- M. **PART TIME:** An individual so designated by the EMPLOYER whose normal work schedule consists of fewer hours than the full time schedule.
- N. **REGULAR EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in Article 2, Section 1 herein, who has completed the required probationary period for newly employed, re-employed or reinstated employees, who has been employed on the basis of regular appointment to a continuing position.
- O. **PROBATIONARY PERIOD:** The first twelve (12) calendar months of service of newly hired, rehired or reinstated employees, and the first six (6) calendar months of service following a promotional appointment or transfer. The probationary period for a reinstated employee may be modified or waived at the discretion of the EMPLOYER, provided such modification or waiver is stated in writing.
- P. **PROMOTION:** A change of an employee from a position in one work classification to a position in another work classification with higher compensation among other factors.
- Q. **PYRAMIDING:** The payment of more than one form of premium compensation for the same hour of work.
- R. **REGULAR HOURS:** Time on compensated payroll status exclusive of overtime hours.
- S. **REINSTATEMENT:** Re-employment of a former regular or probationary employee in a work classification to which he/she was assigned prior to termination.
- T. **SENIORITY:** As defined in Article 6, Section 1.
- U. **SHERIFF:** Designated representative of EMPLOYER.
- V. **TEMPORARY EMPLOYEE:** An individual so designated by the EMPLOYER who is hired in a non-continuing position.
- W. **TERMINATION IN GOOD STANDING:** Any termination other than dismissal for disciplinary reasons and for which terminating employee has given appropriate notice as required by the EMPLOYER.
- X. **TRANSFER:** A change of an employee from one position to another position in the same work classification in another organizational unit, or to another work classification in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- Y. **UNION:** Law Enforcement Labor Services.
- Z. **UNION MEMBER:** A member of Law Enforcement Labor Services.
- AA. **UNION OFFICER:** An employee designated by the UNION for the purpose of communicating with the EMPLOYER on matters of interest to either party.

ARTICLE 4 - UNION SECURITY

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

- A. The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all eligible employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION; ; only the duly certified exclusive representative shall be granted payroll deduction of dues for eligible employees covered by this AGREEMENT; and
- B. The EMPLOYER shall remit such deductions to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made; and
- C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld; and
- D. Such dues deductions shall be cancelled by the EMPLOYER upon notification by the Exclusive Representative

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 any action taken or not taken by the EMPLOYER under all provisions of Section 1 of this Article.

Section 3. The UNION may designate certain employees from the bargaining 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 current list of any non-employee business representative(s) upon execution of this AGREEMENT.

- A. For the purpose of investigating and presenting grievances to the EMPLOYER, the EMPLOYER agrees to recognize officers certified by the UNION as provided in this section subject to the following stipulations:
 - 1. There shall be no more than one (1) officer and one (1) alternate designated at any one time to investigate and present a grievance to the EMPLOYER.
 - 2. Officers may interrupt their work for a reasonable amount of time for the purpose of UNION business with approval of the Sheriff or his/her designee and they shall notify the Sheriff or his/her designee upon resumption of their work. Interruption of work for UNION business shall be limited to the investigation and presentation of grievances to the EMPLOYER.
- B. Non-employee business representatives of the UNION previously certified to the EMPLOYER as provided herein, may, with approval of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances. The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYER's premises or facilities for UNION business except with prior approval of the EMPLOYER.

Section 4. There shall be no solicitation or request for support in any form by employees whether on or off duty, for social events or other reasons utilizing the relationship with the EMPLOYER expressly or implicitly, except with prior written approval of the EMPLOYER.

Section 5. The UNION shall have access to the EMPLOYER's electronic (e-mail) system for the purpose of communicating official union business. The use of the e-mail system by the UNION shall be limited to posting notices of UNION meetings, union elections, union election returns, union appointments to office, and non-political union recreational or social affairs, current collectively bargained agreement and arbitration awards and court decisions emanating therefrom, official minutes of union meetings providing there shall be no editorializing, instructions regarding the procedure to join the UNION, and any other items specifically approved by the EMPLOYER. All posted materials must be signed by an authorized union representative and also the

EMPLOYER representative where specific approval of the EMPLOYER is required. It is agreed that the contents of any items posted shall not express opinions derogatory towards the Sheriff's administration. In addition, the UNION agrees to request prior authorization from the EMPLOYER's Labor Relations Department prior to the use of the e-mail system for any mass communication.

Section 6. Should the EMPLOYER request the presence of the union president or specific union officer at any meeting regarding management/union matters, such union president or specific officer shall be paid at his/her regular base pay rate for all hours spent in such meeting.

Section 7. The County will provide the add/drop report electronically at no charge; and will start providing the quarterly report electronically at no charge.

ARTICLE 5 - EMPLOYER AUTHORITY

Section 1. The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER including the right to contract with vendors for the performance of goods and/or service(s).

ARTICLE 6 - SENIORITY

Section 1. The EMPLOYER shall establish seniority lists, upon the request of the UNION but not more frequently than once each year, for each work classification to include and rank, in order of highest to lowest seniority, all regular employees in the bargaining unit which shall:

- A. Be defined as an employee's total length of service in any work classification covered by any past or present AGREEMENT between the EMPLOYER and the UNION from the most recent date of hire or appointment. A supervisor who is assigned to a Division, Unit or assignment that is not included in the bargaining unit will retain seniority credit for years earned while a member of the bargaining unit; and
- B. Provided that when an employee takes a non-compensated leave of absence from his/her employment which is approved by the EMPLOYER or is on layoff status and returns to active employment, having fulfilled all terms and conditions of the leave of absence or layoff as established by the EMPLOYER, such employee shall be entitled to credit for all seniority accrued as of the time the leave or layoff commenced; and
- C. Provided that ties shall be broken by using the examination scores from highest to lowest for each classification and then if necessary by county employment date (most time with the county receives the highest seniority) as determined by employee number.
- D. Employees and the UNION shall be obligated to notify the EMPLOYER by certified mail of any errors in the seniority list within thirty (30) days of the date the seniority list is furnished to the UNION's representative. If no error is reported within (30) days after the date the seniority list is furnished or within thirty (30) days after the date a correction to such list is furnished to the UNION's representative, the list will stand correct.

Section 2. When the EMPLOYER determines all other qualification factors are equal, seniority shall determine the order of:

- A. Layoff which shall be in inverse order of seniority within each work classification provided that any employee who is to be laid off may request to exercise seniority rights in a lower classification covered by this AGREEMENT.
- B. Recall from layoff which shall be in order of seniority within each work classification provided that if an employee does not return to work upon recall as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment.
- C. Employees who terminate their employment with the EMPLOYER or are on layoff status in excess of twelve (12) months shall not have any seniority rights under this AGREEMENT. Employees promoted, transferred or demoted to a classification not covered by this AGREEMENT shall retain and continue seniority rights under this AGREEMENT.

Section 3. The EMPLOYER shall issue notice of layoff to the last known address of employees as shown by the EMPLOYER's records to affected regular employees, in writing, at least seven (7) calendar days in advance of the effective date of the layoff and shall issue notice of recall from layoff to affected regular employees, in writing, at least fifteen (15) calendar days in advance of the effective date of the recall from layoff.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.

Section 2. It is specifically understood that any matters governed by statutory provisions, County Human Resources Rules or departmental personnel rules, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT. If, by law, an appeal procedure other than the grievance procedure contained herein is available for resolution of a dispute arising from any provisions covered by this AGREEMENT, the aggrieved party shall be limited to one procedure through which remedy will be sought.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 363.01 - .20, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

Section 3. GRIEVANCE PROCEDURE: Grievances, as herein defined, shall be processed in the following manner:

Step 1. INFORMAL - An employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall:

- A. Within twenty (20) working days after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the UNION representative, to his/her supervisor who is designated for this purpose by the EMPLOYER.
- B. The supervisor shall give his/her oral or written answer within twenty (20) working days after such presentation; and
- C. If the grievance involves discipline or dismissal, the grievance must be initiated at Step 2 of this Section.

Step 2. FORMAL - If the grievance is not satisfactorily resolved in Step 1 and the employee and union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the Sheriff or his designated representative within twenty (20) working days after the designated supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the UNION representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The Sheriff or his designated representative, shall discuss the grievance with the employee and his/her union representative within twenty (20) working days after the date presented at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the Sheriff or his designated representative, the employee and the UNION representative. If no settlement is reached, the Sheriff or his designated representative, shall give written answer to the employee and the UNION representative within twenty (20) working days following their meeting.

Step 3. ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, the employee and UNION may refer the grievance to arbitration within twenty (20) working days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2, in accordance with the provisions of the Public Employment Labor Relations Act of 1984 (as amended). The parties shall mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules of the State of Minnesota Bureau of Mediation Services. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representatives. The arbitrator shall notify the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless

the parties agree to an extension thereof. 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. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If one of the parties desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions 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(s) 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 decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

Section 4. 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, the employee and the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive (exclusive of holidays).

Section 5. An employee presenting a grievance may elect to be represented by the UNION at Step 2 and 3.

ARTICLE 8 - NO STRIKE

Section 1. In recognition of the provisions included in this AGREEMENT for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. In the event that any employee(s) violate this Article, the UNION shall immediately notify any such employee(s), in writing, to cease and desist from such action and shall take all reasonable action necessary to immediately return them to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline as determined appropriate by the EMPLOYER.

ARTICLE 9 - WORK SCHEDULES - PREMIUM PAY

Section 1. This Article is intended only to define the normal hours of work and to provide the basis for the calculations of any premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. A payroll period shall be an averaged eighty (80) hours.

Section 3. Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the EMPLOYER.

Section 4. Sheriff's Lieutenant and Sheriff's Captains as well as Sergeants shall be eligible for overtime compensation if obligated, through assignment by a supervisor, to remain on duty or come in outside of scheduled hours. Assignments requiring overtime compensation include but are not limited to exceptional work, unique business requirements, special time sensitive projects, year-end or seasonal work, double-back assignment (less than

sixteen hours off between shifts), or events requiring supervisor(s) involvement due to common practice or policy.

When it is determined that overtime is payable, such overtime shall be paid at the rate of time and one-half the employee's regular rate of pay.

The EMPLOYER shall pay overtime at the rate of 1 ½ times the employee's regular hourly base rate for hours worked in excess of the employee's regularly scheduled hours. Employees may express their preference for compensatory time or cash payment of their approved overtime earning. Approved sick leave shall be considered as time worked for purposes of computing overtime premium.

Employees shall be allowed to maintain a balance of up to 24 hours of compensatory time.

- Section 5.** An employee who is subpoenaed to testify in court regarding work-related matters during his/her scheduled off-duty time shall receive compensation for the time necessary to provide such testimony but not less than three (3) hours. Such payment shall be either in cash or compensatory time off as determined by the EMPLOYER. Any off-duty employee who is directed by the Sheriff to remain available for court appearance shall be compensated at one-half their base pay rate for each hour served in such status, provided any employee so directed shall receive a minimum of three (3) hours at their full base rate. Such compensation shall be either in cash or compensatory time off as determined by the EMPLOYER.
- Section 6.** A shift premium of one dollar (\$1.00) per hour in addition to the base pay rate shall be paid to any employee regularly assigned to a work shift where at least four (4) hours of the shift worked are between 5 p.m. and 5 a.m.
- All full time employees required to work on Saturday or Sunday as part of a regular schedule shall be compensated at the rate of one dollar (\$1.00) per hour for each hour worked. Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five hours of the shift worked fall on the day for which the additional compensation is being paid.
- Section 7.** When the EMPLOYER determines changes in work schedules are necessary, notice shall be given to employees in advance, whenever practicable. Employees shall be required to work overtime, holidays and night shifts when assigned to such unless excused by the EMPLOYER. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this AGREEMENT, nor shall there be any pyramiding of premium compensation.
- Section 8.** In consideration of being required to remain available for, and respond to, electronic and telephone communication on a 24-hour basis during all off-duty hours, employees shall receive a payment of \$183.33 per month in 2019, \$200 per month in 2020, and \$216.67 per month in 2021. Compensation under this section will be in addition to the employee's regular salary.
- Section 9.** Any employee specifically assigned to the Emergency Services Unit will be paid an additional fifty dollars (\$50.00) per month during the term of this AGREEMENT.
- Compensation under this section will be in addition to the employee's regular salary.
- Section 10.** Any employee required by the EMPLOYER to return to a shift where the starting time is less than 24 hours from the previous shift's start time shall be paid double-back pay; double-back pay does not apply when an employee initiates a return to work less than 24 hours since their previous start time. Double-back pay is compensated at a rate of one and one-half (1.5) times the employee's base pay rate.
- Section 11.** Any Sergeant specifically selected and appointed to a K-9 assignment shall be paid an extra 4 hours of overtime each week as compensation for the care and transportation of such dog.

Section 12. Employees assigned to the Adult Detention Division who work a shift of eight (8) hours or more in length may share in a meal in the jail provided by the EMPLOYER during their assigned shift.

ARTICLE 10 - HOLIDAYS

Section 1. Eligibility for Holidays. Active benefit-eligible FULL TIME employees are awarded eight (8) hours of holiday in the pay period prior to the designated holiday, regardless of shift length. Active benefits-eligible part-time employees are awarded prorated holiday hours for designated holidays. Employees must remain on active status through the designated holiday.

Holiday Benefit

Eligible employees as described above shall be entitled to compensated time off for designated holidays. Such compensation is referred to as the "holiday benefit" and is separate from compensation an employee receives if they also work on a designated holiday. See Section 2 below.

Designated holidays shall be eight (8) hours each for FULL TIME employees, regardless of shift length and are as follows:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	The day immediately following Thanksgiving Day
Christmas Eve Day	The work day immediately preceding the Christmas holiday
Christmas Day	December 25

Except for operations which are seven (7) days per week and twenty-four (24) hours per day, when one of the designated holidays listed above falls on Sunday, the following day (Monday) shall be considered the **observed** holiday for eligible employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the **observed** holiday for eligible employees. Any eligible employee, regardless of his/her work schedule, shall receive the same number of holidays as an eligible employee whose normal work week is Monday through Friday.

Employees who are not assigned to work on a designated holiday. Active benefit-eligible employees who are not assigned to work a designated holiday are entitled to receive compensation (ie., the "holiday benefit") on the designated holiday by using awarded holiday hours. These hours may be supplemented with vacation, PTO, compensatory time special leave without pay and/or other leave without pay if the awarded holiday hours do not cover the employee's regular shift (e.g., a 10 hour shift or a 8 hour shift for part-time employee). Employees whose assigned schedule does not include the holiday may cash out holiday hours or save the hours for future use.

Section 2. Pay for Working on a Holiday

Employees who are assigned to work a holiday shall receive compensation of one times their REGULAR RATE OF PAY for hours worked on the holiday. (Employees who voluntarily work on a holiday do so at straight time). Eligible employees who work on a holiday receive their pay for working on the holiday and may save their holiday benefit hours (8 hours for FULL-TIME employees) for use at another time and/or may cash out the holiday benefit hours.

Section 3. Holidays which occur within an employee's approved and compensated vacation/PTO or sick leave period will not be chargeable to the employee's vacation/PTO or sick leave time. Employees shall be allowed to maintain a balance of up to 48 hours of holiday leave.

Section 4. Religious Holidays. Employees may observe a religious holiday on days which do not fall on a legal holiday. Observance of such religious holiday shall be charged against accumulated vacation/PTO, compensatory leave or taken as leave without pay. The EMPLOYER may arrange to have the employee work an equivalent number of hours to the hours taken for such holiday if arrangements can be made for the employee to work another day. The employee must notify the EMPLOYER at least ten (10) days in advance of the religious holiday of his/her intent to observe such holiday. The EMPLOYER may waive this ten (10) day requirement if the EMPLOYER determines that absence of such employee will not substantially interfere with the department's function.

Section 5 All regular and probationary employees working less than full time but forty (40) hours or more per payroll period shall receive compensation for holidays in proportion to the time they are on compensated payroll status. The following formula shall be used in computing the number of holiday hours compensated to such employees:

$$\begin{array}{rcll} \text{Average Number Actual} & & & \\ \text{Hours Worked in the} & & & \\ \text{Current Payroll Period} & \times & 8 & \text{Number of Hours} \\ 80 & & 1 & = \text{Compensated for a Holiday} \end{array}$$

ARTICLE 11 - VACATIONS

Section 1. All full time employees hired / rehired prior to 7/7/19 shall be eligible for vacation leave at their current base pay rate, or they may make a one-time choice to convert to PTO, Schedule 2 at any time after 7/7/19.

Eligible employees hired/rehired on or after 7/7/19 are not eligible for Vacation and will participate in paid time off (PTO), Schedule 1. See Section 12B – PTO. This includes employees transferring into the bargaining unit on or after 7/7/19.

In all cases, if an employee joins the bargaining unit having participated in paid time off (PTO), such employee shall retain paid time off (PTO) at their existing PTO schedule 1 or 2, which is dependent on their date of hire.

Section 2. Full time employees hired/ re-hired prior to 7/7/19 and choosing to remain in vacation shall accrue vacation benefits in accordance with the following schedule:

Total Length of Service Since Most Recent Date of Hire	Annual Vacation Accrual Rate
Less than one (1) year	64 hours (8 days)
More than one (1) year but less than five (5) years	96 hours (12 days)
More than five (5) years but less than eight (8) years	120 hours (15 days)
More than eight (8) years but less than twelve (12) years	144 hours (18 days)
Over twelve (12) years but less than eighteen (18) years	160 hours (20 days)
Over eighteen (18) years	184 hours (23 days)

Section 3. Vacation leave shall not accumulate in excess of two hundred eighty (280) hours.

Section 4. Requests for vacation leave must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's approval. The forty-eight (48) hour advance notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER.

Section 5. When it is necessary for the EMPLOYER to disapprove vacation leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such vacation leave, the EMPLOYER may consider seniority, job assignment and order of submittal in granting such requests.

Section 6. Upon the complete termination of employment, employees shall be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

Section 7. Employees shall use accumulated vacation leave as an extension of sick leave, provided all sick leave have been exhausted. Vacation leave utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

Section 8. At the discretion of the Sheriff, employees hired after April 9, 2002, may receive vacation accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the Sheriff, additional vacation accrual may be granted for purposes of retaining a valuable employee.

Section 9. Pursuant to IRS Rules and Regulations, employees may annually, with the approval of the County Administrator, cashout up to forty (40) hours of vacation. In order to convert such vacation to cash, the employee must, during Open Enrollment of the payroll year PRIOR to cash out, submit to the EMPLOYER on line, the specific number of vacation hours requested for cash out. The EMPLOYER shall cash out such vacation at a designated time during the payroll year following receipt of the irrevocable election. At the employee's option, he/she may deposit all or part of this cash into a deferred compensation account.

ARTICLE 11B - PTO

Employees hired prior to 7/7/19 choosing PTO (after 7/7/19); and employees hired on or after 7/7/19

Section 1. All regular and probationary employees hired into the bargaining unit on or after July 7, 2019, will be automatically enrolled in paid time off (PTO) described in Schedule 1 below and are not eligible for traditional Vacation/ Sick Leave.

If an employee joins the bargaining unit after 7/7/19 having participated in the EMPLOYER's paid time off (PTO) program, such employee shall retain paid time off (PTO) at their existing PTO schedule 1 or 2.

Beginning 7/7/19, all employees hired prior to 7/7/19 will have the opportunity to make a one-time choice to elect paid time off (PTO) Schedule 2.

A. Paid Time Off (PTO) Schedule 1

Employees hired on or after July 7, 2019, shall earn PTO consistent with PTO Schedule 1 accrual rates:

Paid Time Off (PTO) Schedule 1 – employees hired on or after July 7, 2019

Total Number of Eligible Years Since Most Recent Date of Hire	Annual (PTO) Accrual Rate
More than zero (0) months but less than five (5) years	20 days
More than five (5) years but less than eight (8) years	23 days
More than eight (8) years but less than twelve (12) years	26 days
More than twelve (12) years but less than eighteen (18) years	28 days
Over eighteen (18) years	31 Days

B. Paid Time Off (PTO) Schedule 2

Current employees hired prior to July 7, 2019, may make an irrevocable choice (choice can be made after July 7, 2019) to convert to paid time off (PTO) and shall earn paid time off (PTO) consistent with Schedule 2 accrual rates:

Paid Time Off (PTO) Schedule 2 – employees hired prior to July 7, 2019 only (this choice available on/after 7/7/19)

Total Number of Eligible Years Since Most Recent Date of Hire	Annual PTO Accrual Rate
More than zero (0) months but less than five(5) years	22 days
More than five (5) years but less than eight (8) years	25 days
More than eight (8) years but less than twelve (12) years	28 days
More than twelve (12) years but less than eighteen (18) years	30 days
Eighteen (18) or more years	33 days

Section 2. Unused paid time off (PTO) hours may be accumulated to a maximum of four hundred eighty (480) hours.

Section 3. Requests for paid time off (PTO) must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's written approval. The forty-eight (48) hour notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER.

Section 4. Upon complete termination of employment, regular employees shall be eligible to receive their unused accumulated paid time off (PTO) as a severance payment. Any paid time off (PTO) severance shall be paid at the employee's base pay rate at the time of termination and shall be subject to the limitations on severance payment stated in the Article herein title "Severance Pay."

- Section 5.** At the discretion of the Sheriff, employees hired on or after July 7, 2019, may receive paid time off (PTO) accrual rate credit for previous relevant experience with another EMPLOYER. Further, at the discretion of the Sheriff, additional paid time off (PTO) accrual may be granted for purposes of retaining a valuable employee.
- Section 6.** Employees may use paid time off (PTO) to pay for approved health and fitness activities to a maximum of \$2,000.00 per year. Where applicable, this language shall be coordinated with Article 13, Sick Leave, Section 9, to ensure that no employee uses paid time off (PTO) hours and frozen sick leave hours totalling more than \$2,000.00 per year.
- Section 7.** **PTO Cash Out.** Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, with the approval of the County Administrator, cash-out up to forty (40) hours of Paid Time Off (PTO). In order to convert such PTO to cash, the employee must, during open enrollment of the payroll year prior to cash out, submit to the EMPLOYER in writing (online), the specific number of PTO hours requested for cash out. The EMPLOYER shall convert such PTO to cash at a designated time during the payroll year following receipt of the irrevocable election. At the employee's option, he/she may deposit all or part of this cash into a deferred compensation account.

ARTICLE 12A - SICK LEAVE (EMPLOYEES WHO DON'T PARTICIPATE IN PTO)

- Section 1.** Sick leave shall be earned by full time employees at the rate of .046154 hours for each hour of service provided that the accrual rate for newly employed, re-employed or reinstated employees shall be earned at the rate of .030769 hour for each hour of service.
- Section 2.** Sick leave benefits shall only accrue when an employee is on compensated regular hours or approved military leave.
- Section 3.** An employee may accumulate seven hundred twenty (720) hours of sick leave. For each eight (8) hours of sick leave accumulated in excess of seven hundred twenty (720) hours, the employee will be given credit for four (4) hours of additional vacation and four (4) hours of sick leave. Sick leave shall be charged off only for hours that would normally have been worked.
- Section 4.** Upon the complete termination of employment in good standing of any regular employee, such employee shall be paid for his/her accumulated unused sick leave at the employee's pay rate subject to the limitations on severance payments stated in the Article herein titled "Severance Pay."
- Section 5.** An employee shall utilize his/her allowance of sick leave on the basis of application therefor approved by the EMPLOYER, for absences necessitated by inability to perform the duties of his/her position by reason of illness or injury, by necessity for acute medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence is necessary subject to certification by medical authority. The term "immediate family" is limited to child, stepchild, adopted child, foster child, adult child, spouse, sibling, parent, stepparent, grandparent and an adult person regularly residing in the employee's immediate household.

The amount of sick leave that can be used to care for an employee's adult child, spouse, sibling, parent, stepparent, grandparent or adult person regularly residing in the employee's immediate household may not exceed 160 hours in the aggregate in any 12-month period.

Sick leave usage *is* subject to approval and verification by the EMPLOYER who may, after three (3) consecutive days' absence, require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the EMPLOYER deems necessary, as provided in the Article herein titled "Fitness for Duty." Employees whose use of sick leave is habitual, patterned or inappropriate may be required to submit such report for absences of less than three (3) days duration.

- Section 5.** An employee may utilize his/her allowance of sick leave on the basis of application therefor approved by the EMPLOYER for absences necessitated by inability to perform the duties of his/her position by reason of illness or injury, by necessity for acute medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance or duty, or by illness in his/her immediate family for such periods as his/her absence shall be 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 to provide the necessary nursing and care and who is living in the household of the employee. Sick Article herein titled "Health and Safety." Employees who appear to be habitually using sick leave or using sick leave for inappropriate purposes may be required to submit such report for absences of less than three (3) days duration.
- Section 6.** Sick leave benefits when authorized shall be paid at the employee's current base pay rate.
- Section 7.** To be eligible for sick leave payment, an employee must notify his/her designated supervisor or his/her designee as soon as possible, but not less than two (2) hours prior to the starting time of his/her scheduled shift. This notice may be waived if it is determined that the employee could not reasonably be expected to comply with this requirement.
- Section 8.** A disabled employee who, because of illness or injury, has exhausted all sick leave may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the Article herein titled "Seniority." An employee requesting a medical leave of absence shall be required to furnish evidence of disability to the EMPLOYER. When the EMPLOYER has evidence that an employee's absence from duty is unnecessary, or if the employee fails to undergo an evaluation or furnish the report as requested by the EMPLOYER in accordance with the Article herein titled "Health and Safety," the EMPLOYER shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, it will be considered that the employee has resigned in accordance with the article herein titled "Absence Without Leave."
- Section 9.** Employees may utilize sick leave to pay for approved health and fitness activities, to a maximum of \$2,000.00.

ARTICLE 12B – SICK LEAVE (EMPLOYEES WHO CONVERT TO PTO)

- Section 1.** For employees who participate in paid time off (PTO), sick leave balances, if any, will be frozen. No additional sick leave will accrue.
- Section 2.** Use of frozen sick leave shall be limited to inability to perform the duties of his/her position by reason of illness or injury, by necessity for medical care or dental care, or by exposure to contagious disease under which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence shall be necessary subject to certification by a medical authority.
- Section 3.** Upon separation of employment in good standing of any REGULAR EMPLOYEE, such employee shall be paid for his/her frozen sick leave balance at the employee's BASE PAY RATE subject to the limitations on severance payment stated in the article herein titled "Severance Pay".
- Section 4.** Frozen sick leave benefits, when authorized, shall be paid at the employee's current BASE PAY RATE.
- Section 5.** Employees who participate in the EMPLOYER's paid time off (PTO) Program, shall not accrue sick leave, but rather shall accrue paid time off (PTO) consistent with Article 11B, Paid Time Off (PTO.)
- Section 6.** Trade Time for Fitness. Employees may utilize their frozen sick leave to pay for approved Health and fitness activities to a maximum of \$2,000.00 per year. Where applicable, this language shall be coordinated with Article 12B, Paid Time Off, to ensure that no employee uses paid time off (PTO) hours and frozen sick leave hours totaling more than \$2,000.00 per payroll year.

ARTICLE 13 - GENERAL CONDITIONS OF LEAVES OF ABSENCE

- Section 1.** Except as otherwise provided in this AGREEMENT, request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the sole discretion of the EMPLOYER and must be approved by the EMPLOYER in advance.
- Section 2.** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deduction shall be made from leave accumulations for holidays or non-work days falling within such leave with pay, subject to the provisions set forth in the Article herein titled "Holidays."
- Section 3.** Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.
- Section 4.** The EMPLOYER, upon prior notice to the employee, may cancel an approved leave of absence without pay, except approved military leave, at any time the EMPLOYER finds that the employee is using the leave for purposes other than those specified at the time of approval or under circumstances where the EMPLOYER finds that it is necessary that the employee return to work.
- Section 5.** No leave of absence without pay shall be granted for the purpose of accepting or continuing other employment.
- Section 6.** Employees may participate in a Special Leave Without Pay (SLWOP) Program as established by the Hennepin County Board of Commissioners and consistent with Sheriff's Office policy. The Special Leave Without Pay Program period is from the date of County Board approval through December 31, **2021**.
- A. Upon request of either party, the EMPLOYER and the UNION shall meet and confer on the extension of this SLWOP Program through calendar year **2021**.
 - B. The EMPLOYER's policy on the use of SLWOP provides that the employee may use SLWOP in cases where they would otherwise not take the leave. The EMPLOYER will therefore interpret its policy on SLWOP to allow SLWOP for Union Leave and Parenting Leave in cases where the employee would not otherwise take the leave.

ARTICLE 14 - ELECTION DAYS

An employee who is entitled to vote in any election, as defined in M.S. 204C.04, subd 2, may absent himself/herself from his/her work for the purpose of voting during the forenoon of such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the EMPLOYER. Employees who are not eligible to vote or have no intention to vote shall not be entitled to benefits under this Article. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

ARTICLE 15 - 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 his/her current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

ARTICLE 16 - SALARY RATES

Section 1. Employees covered by this AGREEMENT shall be compensated in accordance with the following schedule and provisions the schedules in the back of this AGREEMENT:

2019 Salary Rates

Job Class	2019 ANNUAL RATE MINIMUM	2019 ANNUAL RATE MAXIMUM
Sheriffs Captain	\$ 64,527.11	\$ 121,658.32
Sheriffs Lieutenant	\$ 59,148.08	\$ 110,597.50
Sheriffs Sergeant	\$ 53,536.65	\$ 99,636.89

2020 Salary Rates

Job Class	2020 ANNUAL RATE MINIMUM	2020 ANNUAL RATE MAXIMUM
Sheriffs Captain	\$ 66,140.29	\$ 124,699.77
Sheriffs Lieutenant	\$ 60,626.78	\$ 113,362.44
Sheriffs Sergeant	\$ 54,875.07	\$ 102,127.81

2021 Salary Rates

Job Class	2021 ANNUAL RATE MINIMUM	2021 ANNUAL RATE MAXIMUM
Sheriffs Captain	\$ 67,463.09	\$ 127,193.77
Sheriffs Lieutenant	\$ 61,839.31	\$ 115,629.69
Sheriffs Sergeant	\$ 55,972.57	\$ 104,170.37

Section 2. The EMPLOYER shall determine the rate of compensation for each employee within the established range based upon tenure and quality of performance provided that the EMPLOYER shall have the discretion to grant compensation in excess of the maximum rates shown when the EMPLOYER determines that the performance of any employee warrants any such additional compensation. Newly employed, re-employed or reinstated employees shall be eligible to be considered for their first in-range merit increase after completing one (1) year (2,080 compensated regular hours) of service. Employees shall be eligible to be considered for additional in-range merit increases after completing each additional one (1) year (2,080 compensated regular hours) of service. The standard in-range salary rate adjustment for each year 2019, 2020 and 2021 will be three (3) percent.

Section 3. Any salary adjustment provided for in this AGREEMENT shall commence on the beginning of the first payroll period after which the employee(s) becomes qualified and authorized to receive the adjustment.

ARTICLE 17 - FUNERAL LEAVE

Section 1. When necessary, the EMPLOYER shall approve and administer leave with pay in cases of death in the immediate family for the purposes of attending funeral services and absences necessary to make funeral arrangements for the decedent. The degree of relationship is limited to: spouse, parent (in-law), step-parent, children, step-children, brothers and sisters (in-law), aunts, uncles, nieces, nephews, grandparents, grandparents-in-law, grandchildren, or a member of the employee's immediate household when a close relationship exists. Such leave shall be limited to a maximum of three (3) days (24 compensated hours) per occurrence not to exceed forty-eight (48) hours in any calendar year.

ARTICLE 18 - HAZARDOUS DUTY INJURY LEAVE

Section 1. Employees injured in the course of employment and thereby rendered incapable of performing job duties and responsibilities shall receive full wages during the period of incapacity, not to exceed the period equal to one hundred twenty (120) calendar days.

ARTICLE 19 - MILITARY LEAVE OF ABSENCE WITH PAY

Section 1. In accordance with the requirements and provisions of state and federal laws, employees shall be entitled to military leaves of absence without pay for services in the armed forces of the United States and reinstatement at the expiration of such leave. Such leave shall be authorized only in cases where the employee has been officially called to active duty in the military service and shall be authorized only as long as the employee is in the service as required by the government.

ARTICLE 20 – INSURANCE

Section 1

A. Employee Contributions toward Health Premiums

Medical contribution rates for singles will be expressed as a percentage rather than a flat dollar amount. The percentage of premium of the employer contribution has been rounded to the nearest half percentage point. Actual rates for 2019 are shown on charts provided by the Employer (attached).

Standard Plan

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2019, 2020 and 2021

Employee only	11%
Employee + spouse	25%
Employee + child/ren	25%
Family	24%

Advantage Plans – Fairview/North Memorial/HealthEast OR HealthPartners/Park Nicollet

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2019, 2020 and 2021

Employee only	7%
Employee + spouse	21%
Employee + child/ren	21%
Family	20%

Advantage Plans – HCMC/NorthPoint

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2019, 2020 and 2021

Employee only	3%
Employee + spouse	17%
Employee + child/ren	17%
Family	15%

There is an average premium increase for 2019 of 1% across all plans. There are no proposed benefit changes for 2019.

B. Health Insurance Premium and Plan Design Changes, 2020, 2021 and 2022

The parties agree to a consensus decision making model within the context of the existing Labor Management Health Care Committee (LMHCC) for the purpose of setting plan design and premium for the years 2020, 2021 and 2022 as described below and subject to the consensus parameters agreed to by the parties and incorporated by reference as an extension of this AGREEMENT.

The LMHCC's consensus recommendations will be advisory to the Employer. If a consensus decision is reached by 8/31 of any given year of the contract, both the UNION and the EMPLOYER agree to be bound by the decision, pending County Administration approval.

If a consensus decision is not reached by the LMHCC by 8/31 in any given year of the contract, the EMPLOYER will, in its sole discretion, set the health insurance premiums for each plan and implement plan design changes, if any, for that particular year, after consulting with the third party administrator, benefits consultants, and based on the discussions with and input from LMHCC.

During the last year of the contract, If a consensus decision on plan design and premium or continuation of the consensus model is not reached by the LMHCC by 8/31 of that year, the parties shall revert to the negotiation process as it has in the past. The EMPLOYER shall present their proposal for changes to plan design and premium in the traditional contract negotiation format, after consulting with the third party administrator, benefits consultants, and based on discussions with and input from the LMHCC. Employee contributions for the subsequent AGREEMENT will continue to be subject to negotiations between the parties.

The consensus model described herein will expire on 8/31 of the last year of this AGREEMENT, unless the LMHCC provides a consensus recommendation that it should be continued into the subsequent AGREEMENT.

C. Health Insurance Provider Tiers, 2019, 2020 and 2021

As agreed to in prior contracts, the Employer will, in its sole authority, determine how many tiers and which providers are included in which tier for the Standard Plan. Any such changes will be shared with the LMHCC group with the driving reason for such change and the financial impact initiating the change.

NOTE: Consistent with previous rounds of bargaining, the health insurance plan design and the provider networks/ tiers shall not appear in the labor agreement(s), but rather shall reside on the Human Resources Benefits Division website.

D. Health Care Plan Reserves Fund

The Employer, in its sole authority, will determine if and how many dollars from the Reserves Fund will be utilized.

E. Eligibility Verification Audit

The parties understand that new employees and those adding dependents not previously audited will continue to be required to provide evidence to establish dependent status.

Section 2 – Optional Benefits

For the duration of the AGREEMENT, benefit-earning EMPLOYEES shall be entitled to participate in the benefits programs listed in this section to the same extent and upon the same terms and conditions as are applicable to all similarly-situated Hennepin County benefit-earning EMPLOYEES. The EMPLOYER may at any time during the term of this Agreement unilaterally amend, modify, improve, discontinue or terminate any of these benefit plans or implement new plans or provisions provided those same changes are made for other similarly-situated benefit-earning EMPLOYEES throughout Hennepin County. The EMPLOYER shall have sole discretion and authority to exercise these rights without any obligation to bargain with the UNION regarding the impact upon EMPLOYEES covered by this AGREEMENT.

Flexible Spending Account - Health Care (optional)

Flexible Spending Account - Dependent Care (optional)

Flexible Spending Account - Adoption Assistance (optional)

Flexible Spending Account – Parking (optional)

Dental Insurance and 40% Subsidy

Vision Insurance (optional)

Basic Life Insurance of \$50,000 (EMPLOYER paid)

Additional Life Insurance (optional)

Spouse/Domestic Partner Life Insurance (optional)

Dependent Life Insurance (optional)

Short Term Disability Plan (optional) – requires standard hours of 30 or more/week

Long Term Disability Plan (auto enrolled, Employer paid) - requires standard hours of 30 or more/week

Deferred Compensation (optional – does not require employee to be benefit earning)

529 MN College Savings Plan (optional – does not require employee to be benefit earning)

Bus cards with 50% subsidy – (optional does not require employee to be benefit earning)

Section 6. It is expressly understood that the EMPLOYER's obligation in this Article is limited to payment of the specified premium charges for the group insurance coverage as specified herein.

Section 7. The EMPLOYER reserves the right to change insurance carriers or self-insure.

Section 8. The EMPLOYER agrees to arrange with the EMPLOYER's current health plan providers to offer employees a dental care plan on a voluntary basis. Subscription to any such dental care plan, if offered, shall be voluntary and any premium charges shall be paid by the subscribing employee through payroll deduction. Employees who elect to subscribe shall be provided payroll deduction services by the EMPLOYER.

Section 9. Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Hennepin County Parking Expense Account plan. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER.

The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes.

Section 10. The EMPLOYER shall, subject to availability, arrange for a group Short Term Disability Insurance plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with those criteria and available on an individual employee option basis. Employees electing the Short Term Disability option will have their sick leave accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide this coverage.

Section 11. Early Retiree Health Insurance Program (ERHIP).

Subd. 1. Benefit. The County shall provide access to the County's group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee shall receive the same County contribution towards the health insurance continuation benefit provided for in the ERHIP as though the employee is actively working and has elected single coverage in the County's group health insurance program. An eligible employee may elect to continue coverage under the County's group health insurance program for dependents provided the employee pays 100% of the cost of dependent coverage in addition to any required share of the single premium. The County may establish appropriate policies and procedures to implement and administer the ERHIP that are not inconsistent with the requirements of this section. These include, but are not limited to, the application process and the time period required to apply for ERHIP benefits, the process for remitting premium payments, adding or deleting dependents from coverage or the termination of coverage for the non-payment of premiums.

Subd. 2. Eligibility. Only employees that have County group health insurance coverage in force on the date of employment termination and who were hired by the County prior to January 1, 2008, are eligible to participate in the ERHIP. Employees newly hired, re-hired or re-instated after January 1, 2008, are ineligible to participate in the ERHIP. To receive the health insurance continuation benefit provided for in the ERHIP, the employee must meet at least one of the following three eligibility requirements:

A. The eligible employee meets one of the following age and years of service requirements:

<u>Age</u>	<u>Non Continuous Years of Service</u>
55 but less than 62	20
62 but less than 63	15
63 but less than 64	14
64 but less than 65	13

B. The eligible employee at the time of retirement qualifies for and applies for a full, unreduced retirement annuity (other than a deferred annuity), based on a minimum of ten (10) years of Hennepin County service, from an approved Minnesota public service retirement program.

C. The eligible employee at the time of retirement qualifies for and applies for a retirement annuity (other than a deferred annuity), from an approved Minnesota public service retirement program with at least twenty-five (25) years of covered service, at least ten (10) of which must have been with Hennepin County.

Subd. 3. Opt-out. Employees eligible to participate in the ERHIP may opt out of the program. Employees desiring to opt-out must elect in writing prior to August 1, 2008, whether they will maintain their

current retiree insurance benefit, or opt out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option. This is a one-time, irrevocable election. Employees who do not make an election in writing prior to August 1, 2008, will be deemed to have elected to retain their current retiree insurance benefit under the ERHIP. If an employee who is eligible for ERHIP becomes part of the bargaining unit and has not previously had the opportunity to opt-out, such employee shall be given the opportunity at a time which is mutually agreed upon by the EMPLOYER and the UNION.

Subd. 4. No Guarantee of Future Benefit. Nothing in this section shall be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this AGREEMENT. The County and the Union (or in the case of an unit of essential employees, an interest arbitrator) reserve the right during subsequent negotiations to modify, amend, or terminate, in whole or in part, this ERHIP. In the event the union is decertified as the exclusive representative, the County may, at any time after the expiration of this AGREEMENT, modify, amend, or terminate, in whole or in part, this ERHIP.

Section 12. Health Care Savings Plan (HCSP) for Employees who Opt out of ERHIP or those Employees hired by the EMPLOYER after January 1, 2008.

Subd. 1. Establishment of HCSP. A Health Care Savings Plan (HCSP) is established to enable Hennepin County employees to save money on a pre-tax basis to pay post-County employment medical expenses and/or health insurance premiums. EMPLOYER and employee contributions designated below shall be deposited with a HCSP provider selected by the EMPLOYER. The County and the HCSP provider may establish appropriate policies and procedures to implement and administer the HCSP that are not inconsistent with the requirements of this section.

Subd. 2. Eligibility. Only regular benefits eligible employees are eligible to participate in the HCSP. Employees hired, re-hired or re-instated after January 1, 2008, unrepresented employees newly hired, rehired or re-instated between January 1, 2007, and December 31, 2007, who become part of the bargaining unit after December 31, 2007, and employees that exercised their right to opt-out of the ERHIP, are required to participate in the HCSP.

Subd. 3. Employee Contribution. Eligible employees shall contribute one percent (1%) of their salary on a per pay period basis to the HCSP beginning the first full payroll period in 2009.

Subd. 4. County Contribution. The County shall make the following annual contributions to an eligible employee's HCSP account beginning in 2009. The County's annual lump sum contribution shall be made the second paycheck in February of each year in the amount determined by the service threshold as of December 31 of the same calendar year.:

<u>Years of Service</u>	<u>County Annual Contribution</u>
More than 5 years and less than 10 years of service.	\$500.00 per year
More than 10 years and less than 15 years of service.	\$600.00 per year
More than 15 years of service.	\$700.00 per year

ARTICLE 21 - RIGHT OF CONTRACTING SERVICES

Section 1. Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from contracting with vendors or others for work performed by employees covered by this AGREEMENT.

Section 2. In the event the EMPLOYER finds it necessary to subcontract out work now being performed by employees that may result in a displacement of employees, the UNION will be notified no less than ninety (90) calendar days in

advance. During this ninety (90) day period, the EMPLOYER will meet with the UNION and discuss ways and means of minimizing any impact the subcontracting may have on employees.

ARTICLE 22 - INDIVIDUAL RIGHTS

Section 1. Employees have the right to join or to refrain from joining the UNION. Neither the EMPLOYER nor the UNION shall discriminate against or interfere with the rights of employees to become or not to become members of the UNION and further, that there shall be no discrimination or coercion against any employee because of UNION membership or non-membership. The UNION shall, upon request of the EMPLOYER, give evidence to the EMPLOYER that the membership in the UNION constitutes a majority of employees in the unit as described in the Articles herein titled "Recognition" and "Salary Rates."

ARTICLE 23 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1. This AGREEMENT shall represent the complete AGREEMENT between the UNION and EMPLOYER.

Section 2. The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

ARTICLE 24 - SAVINGS CLAUSE

Section 1. This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Hennepin County. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 25 - ABSENCE WITHOUT LEAVE

Section 1. Any absence of an employee from scheduled duty that has not been previously reported to and authorized by the EMPLOYER shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the EMPLOYER may grant approval for leave subsequent to the unauthorized absence if the EMPLOYER determines the circumstances surrounding the absence warrant such action.

ARTICLE 26 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS

Section 1. Any employee who by reason of sickness or injury receives workers' compensation benefits shall do either of the following:

- A. Retain the workers' compensation benefits and request a medical leave of absence without pay.
- B. Retain the workers' compensation benefits and receive from the County any earned additional differential benefit available from the accumulated sick leave, vacation leave, or other accumulated leave time. The total weekly compensation including leave and workers' compensation benefits shall not exceed the weekly base pay rate of the employee.

ARTICLE 27 - COURT APPEARANCE

Section 1. After due notice to the EMPLOYER, employees subpoenaed to serve as a witness in cases arising from the performance of their official duties or called and selected for jury duty shall be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from work duty, plus any expenses paid by the Court. Such employees so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the EMPLOYER. If an employee is

excused from jury duty prior to the end of his/her work shift, he/she shall return to work as directed by the EMPLOYER or make arrangement for a leave of absence.

Section 2. Any absence whether voluntary or by legal order to appear or testify in private litigation as a plaintiff or defendant, shall not qualify for leave under this Article and shall be charged against accumulated vacation or compensatory leave or be without pay.

ARTICLE 28 - STABILITY ADJUSTMENTS

Section 1. When an employee has completed five (5) years of continuous service in the County as of December 1 of the current year, he/she shall be eligible to receive two and one-half (2 1/2) percent of his/her annual salary for the current calendar year based on his/her current base rate of pay. For each additional year of continuous full time service after five, the employee shall qualify for an additional one-half (1/2) of one (1) percent up to and including his/her tenth year. For all continuous service after ten (10) years, the stability payment shall continue at the rate established for the tenth year of five (5) percent. At the discretion of the EMPLOYER, time on authorized leave of absence for education may be included in computing stability compensation. At the discretion of the EMPLOYER, credit may also be given for prior service with the EMPLOYER within five (5) years of his/her previous County service.

The maximum annual salary on which stability pay will be computed shall be in accordance with the following schedule:

<u>Years of Service</u>	<u>Maximum Base Salary On Which Stability Pay Will Be Computed</u>
Less than eleven (11) years of service	\$16,000
Eleven (11) years but less than twelve (12) years of service	\$17,000
Twelve (12) years but less than thirteen (13) years of service	\$18,000
Thirteen (13) years but less than fourteen (14) years of service	\$19,000
Fourteen (14) years but less than fifteen (15) years of service	\$20,000
Fifteen (15) years but less than sixteen (16) years of service	\$21,000
Sixteen (16) years but less than seventeen (17) years of service	\$22,000
Seventeen (17) years but less than eighteen (18) years of service	\$23,000
Eighteen (18) or more years of service	\$24,000

Such stability payment shall be paid in a lump sum on a December payroll. Any employee upon retiring from County service may be paid stability payment as of the date of his/her retirement, however, such payment shall be prorated on the number of payroll periods worked during the calendar year in which such employee retired. Stability pay may also be paid to survivors in the case of death while the individual is an employee of the County. Such payment shall be prorated on the number of payroll periods worked during the calendar year in which death occurred.

ARTICLE 29 - SEVERANCE PAY

Section 1. Severance pay shall be paid to regular employee(s) who have completely severed their employment with the County in good standing and have completed seven (7) years of continuous service with the County. Employees who are newly employed, re-employed or reinstated on or after August 27, 1978, shall be eligible for severance pay when terminated in good standing and upon completion of a minimum of ten (10) years of continuous service. Any employee who shall have received severance pay upon termination of his/her employment shall not again be eligible to accrue any severance pay benefits upon re-employment with the County except for any hours accumulated in excess of the number for which he/she has been previously compensated. Such severance pay shall be based upon and measured by the unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during Hennepin County employment.

Such severance pay shall not exceed eight hundred (800) hours of unused accumulated sick leave and unused vacation leave which has accrued to the credit of the employee at the date of severance of such employment. Severance pay shall be computed on the basis of the employee's base pay rate in effect on the date of termination. Severance pay of a deceased employee shall be paid to a named beneficiary or, lacking that, his/her estate or legal representative. Employees in the Sheriff's Supervisory Unit must provide the EMPLOYER with four (4) weeks written notice in advance of the date the employee leaves. If an employee fails to provide the required four (4) week notice, the EMPLOYER shall exclude one hundred sixty (160) hours of sick leave severance pay to which the employee may be otherwise entitled in accordance with this AGREEMENT.

Section 2. All accumulated leave benefits shall be expired upon the date of severance from County service.

Section 3. The eligibility provisions of this Article regarding years of service shall not apply to regular employees who die prior to achieving ten (10) years of service with the County.

Section 4. Employees who, for reasons other than layoff or death, are eligible to receive severance pay, shall have one hundred percent (100%) of severance pay as defined in Section 1 of this Article, deposited to an MSRS health care savings account in lieu of payment in cash. Employees who do not meet the requirements for the health care savings account, or whose portion of severance pay that is to be deposited in a health care savings account totals less than two hundred dollars (\$200.00), shall receive the entire severance payment in cash.

ARTICLE 30 - HEALTH AND SAFETY

Section 1. In the interest of appropriate leave administration and work safety to individuals, co-workers and others, the EMPLOYER may require employees to undergo a medical evaluation that will enable the EMPLOYER to determine the employee's fitness for performance of his/her duties. If the EMPLOYER requires an evaluation or report from a medical authority other than the employee's personal or treating authority, or if it is necessary to submit the question to a third authority in the event of conflicting opinions the EMPLOYER shall:

- A. Pay the fee charged for such evaluation or report if such is not covered through the health insurance program made available to employees by the EMPLOYER, and
- B. Compensate the employee at his/her base pay rate for regularly scheduled work time the employee was unable to work due to obtaining the evaluation if the evaluation result is that the employee is found fully fit to perform his/her work duties and responsibilities.
- C. This section's provisions are applicable when a medical evaluation is required in the following situations: (1) the EMPLOYER removes an employee from his/her position pending the results of a fitness for duty evaluation; or (2) the EMPLOYER determines that a medical evaluation is necessary to determine an employee's fitness for duty following an absence due to illness or off-duty injury. In the case of clause 2, paragraph B is not applicable until forty-eight (48) hours (except Saturday, Sunday and Holidays) have elapsed after the EMPLOYER has received written notice of the employee's intent to return to work and the employee has provided medical documentation to the EMPLOYER that he/she has been cleared to return to work by his/her physician. This section does not apply to an employee returning to work from Medical Layoff.

ARTICLE 31 - CLOTHING ALLOWANCE

Section 1. Newly hired and duly deputized employees shall, during the first year of employment, be provided basic uniform clothing items of the quantity, type and style prescribed by the EMPLOYER. Each employee, after having completed one (1) full year of service, shall be eligible for an annual uniform clothing allowance of eight hundred and fifty dollars (\$850.00), paid in two equal installments of four hundred and twenty-five dollars (\$425.00) each. The first installment shall be paid in April, the second in October.

Section 2. The uniform shall be worn only when performing official duties as directed by the EMPLOYER or upon such special occasions as the EMPLOYER may authorize. Employees shall wear and maintain the uniform as specified by the EMPLOYER.

- Section 3.** Upon termination of employment, the employee shall be required to promptly return to the EMPLOYER all uniform clothing, equipment, badges, I.D. cards, insignia, and any other County property issued by the EMPLOYER.
- Section 4.** If the uniform clothing and/or equipment items provided by the EMPLOYER are changed in type, color or style by order of the EMPLOYER, the EMPLOYER will bear any replacement cost in excess of \$75.00 per calendar year. The employee will be responsible for the first \$75.00 of the replacement costs.
- Section 5.** Any employee, who in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the EMPLOYER, incurs damage to his/her uniform items, prescription glasses, or prosthetic items as a result of an aggressive, and/or intentional and overt act or consequences of such act of a person not provoked by the employee or which is incurred while attempting to apprehend or take into custody a person, shall receive reimbursement for the reasonable cost of repair or replacement of such damaged item(s). A report of any alleged damage must be made immediately to the employee's supervisor with a written statement setting forth the article(s) damaged and the circumstances under which the damage occurred. Any article damaged shall be turned over to the employee's supervisor for inspection before reimbursement can be approved. Reimbursement will not be approved for damaged uniform items that are worn out.

ARTICLE 32 - DISCIPLINE AND DISCHARGE

- Section 1.** The EMPLOYER will discipline or discharge a regular employee only for just cause. Grievances under this Article may be processed in accordance with the grievance procedure of this AGREEMENT.
- Section 2.** Discipline, when administered, will be in one or more of the following forms and normally in the following order:
- A. Oral Reprimand
 - B. Written Reprimand
 - C. Suspension
 - D. Discharge or Disciplinary Demotion
- Circumstances may warrant waiving one or more steps in the progression.
- Section 3.** Employees will not be questioned concerning an administrative investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning. An employee desiring such opportunity shall promptly notify the EMPLOYER and arrange for such representation in a timely manner. The employee shall cooperate fully in such questioning providing full disclosure of all pertinent facts.
- Section 4.** Upon written request of the employee, an oral reprimand memorialized in writing or a written reprimand shall be removed from the employee's personnel record if no further disciplinary action has been taken against the employee within two (2) years following the date of the reprimand, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the reprimand.
- Section 5.** When an employee's conduct as determined by the EMPLOYER through investigation, interviews or other pertinent facts is cause for disciplinary action(s), such disciplinary action(s) shall be taken in a timely manner.
- Section 6.** Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of regular employees are appealable up to and through the arbitration step of the grievance procedure contained in this AGREEMENT.

ARTICLE 33 - EMPLOYEE DRUG AND ALCOHOL TESTING

- Section 1.** Testing of bargaining unit employees for use of drugs and/or alcohol, including random testing, shall be conducted in accordance with approved policies of the County of Hennepin and the Hennepin County Sheriff's Office.

ARTICLE 34 - EDUCATIONAL ASSISTANCE

Section 1. In those positions for which the EMPLOYER has determined that POST Licensing is necessary, the EMPLOYER shall provide required POST training as designated by the EMPLOYER, but not more than 48 hours every three (3) years. , The EMPLOYER shall provide each employee with the requisite amount of in-service training to meet current MN POST Board licensing requirements. Additionally, the EMPLOYER shall be responsible for the payment of the MN POST Board licensing fees up to \$90 for each employee.

Section 2. *Tuition reimbursement shall be provided to employees covered by this collective bargaining agreement under the same terms and conditions, policies and procedures as the rest of Hennepin County as outlined at [Hennepin County Tuition Reimbursement Policy Frequently Asked Questions](#) and reflecting a county-wide pool for funding.*

ARTICLE 35 - MEDIATION AND ARBITRATION OF DISPUTES

Section 1. It is the understanding of the EMPLOYER and the UNION that if in collective bargaining for a succeeding contract the parties are unable to reach a mutual agreement, either party may petition the Minnesota Bureau of Mediation Services to take jurisdiction of the matter as provided in Minnesota Statutes.

ARTICLE 36 - TERM OF AGREEMENT

Section 1. This AGREEMENT shall be in full force and effect from January 1, **2019**, to December 31, **2021**, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to the anniversary date that it desires to modify or terminate this AGREEMENT. In witness thereof, the parties have caused this AGREEMENT to be executed this 21st day of December **2018**.

ARTICLE 37 - EFFECTIVE DATES

Section 1. All provisions of this AGREEMENT which were changed from the prior AGREEMENT shall become effective upon this AGREEMENT's execution date except those changes which have effective dates specified in this AGREEMENT.

Signature Page Contract No.A189391

WITNESSES:

HENNEPIN COUNTY





By: 

Chair of its County Board

And: 

County Administrator

DATE: 1/7/19

ATTEST: 

Deputy/Clerk of the County Board

And: 

Chief Labor Relations Officer

Reviewed by the County
Attorney's Office

Law Enforcement Labor Services, Local #393



By: 

President

DATE: Jan. 7, 2019

By: 

Business Agent