

**HENNEPIN COUNTY**  
MINNESOTA

**Agreement Number: A2211266**

**Agreement Between**

**HENNEPIN COUNTY**

**and the**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION (MNPEA)**

**Detention Deputy/Telecommunicator**

**January 1, 2022 - December 31, 2024**

Table of Contents

ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT ..... 3

ARTICLE 2 - RECOGNITION ..... 3

ARTICLE 3 - DEFINITIONS ..... 3

ARTICLE 4 - PART-TIME EMPLOYEES ..... 5

ARTICLE 5 - UNION SECURITY ..... 5

ARTICLE 6 - EMPLOYER AUTHORITY ..... 6

ARTICLE 7 - SENIORITY ..... 6

ARTICLE 8 - GRIEVANCE PROCEDURE ..... 8

ARTICLE 9 - NO STRIKE ..... 9

ARTICLE 10 - WORK SCHEDULES - PREMIUM PAY ..... 9

ARTICLE 11 – HOLIDAYS ..... 11

ARTICLE 12A – VACATIONS (EMPLOYEES HIRED PRIOR TO 7/7/19 CHOOSING TO REMAIN IN VACATION) ..... 13

ARTICLE 12B – PAID TIME OFF  
 Employees hired prior to 7/7/19 but choosing PTO (after 7/7/19); and all employees hired on or after 7/7/19 ..... 14

ARTICLE 13A - SICK LEAVE (EMPLOYEES WHO DON'T PARTICIPATE IN PTO) ..... 16

ARTICLE 13B - SICK LEAVE (EMPLOYEES WHO CONVERT TO PTO) ..... 17

ARTICLE 14 - GENERAL CONDITIONS OF LEAVES OF ABSENCE ..... 18

ARTICLE 15 - ELECTION DAYS ..... 18

ARTICLE 16 - MILITARY RESERVE TRAINING ..... 19

ARTICLE 17 - SALARY RATES ..... 19

ARTICLE 18 - BEREAVEMENT LEAVE ..... 19

ARTICLE 19 – HAZARDOUS DUTY INJURY LEAVE FOR DETENTION DEPUTIES ..... 20

ARTICLE 20 - MILITARY LEAVE OF ABSENCE WITHOUT PAY ..... 20

ARTICLE 21 – INSURANCE ..... 20

ARTICLE 22 - MEDIATION AND ARBITRATION OF DISPUTES ..... 23

ARTICLE 23 - INDIVIDUAL RIGHTS ..... 24

ARTICLE 24 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING ..... 24

ARTICLE 25 - SAVINGS CLAUSE ..... 24

ARTICLE 26 - ABSENCE WITHOUT LEAVE.....24

ARTICLE 27 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS .....24

ARTICLE 28 - COURT APPEARANCE.....24

ARTICLE 29 - STABILITY ADJUSTMENTS .....25

ARTICLE 30 - SEVERANCE PAY .....25

ARTICLE 31 - HEALTH AND SAFETY.....27

ARTICLE 32 - CLOTHING ALLOWANCE.....27

ARTICLE 33 - EDUCATIONAL ASSISTANCE .....28

ARTICLE 34 - DISCIPLINE AND DISCHARGE.....28

ARTICLE 35 - OFF DUTY EMPLOYMENT .....28

ARTICLE 36 - JAIL MEALS.....28

ARTICLE 37 – LABOR MANAGEMENT COMMITTEE .....28

ARTICLE 38 - TERM OF AGREEMENT .....29

ARTICLE 39 - EFFECTIVE DATES .....29

Letter of Understanding – Holiday Pay .....30

2022 - 2024 Wage Rates.....31

Signature Page Contract No.A2211266 .....32

## 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 Minnesota Public Employees Association (MNPEA), 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 all essential non-licensed employees of the Hennepin County Sheriff's Office in the classifications as listed in the Article herein titled "Salary Rates," whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding supervisory and confidential employees.
- 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 Statutes 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, stability 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). A "work day" shall be the 24 hours following the start of the employee's eight (8) consecutive hour shift.
  - 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 permanent 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. **LAY OFF:** Separation from service with the EMPLOYER necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations. When such separation is due to emergency circumstances, only a separation of fifteen (15) calendar days shall be considered a layoff.
- 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. **PERMANENT EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition" who has completed the required probationary period for newly employed, re-employed or reinstated employees, who has been employed on the basis of permanent appointment to a continuing position.
- O. **PROBATIONARY PERIOD:** The first twelve (12) calendar months of service of newly hired, rehired or reinstated Detention Deputies and Telecommunicators. 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 permanent or probationary employee in a work classification to which they were assigned prior to termination.
- T. **SENIORITY:** The total length of service with the EMPLOYER in a work classification covered by this agreement from most recent date of hire, except as limited by Article 7, Sections 1 and 2.
- U. **SHERIFF:** Designated representative of the 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 a terminating employee has given appropriate notice as required by the EMPLOYER in this AGREEMENT.
- 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:** Minnesota Public Employees Association (MNPEA)
- Z. **UNION MEMBER:** A member of Minnesota Public Employees Association (MNPEA).
- AA. **STEWARDS:** An employee officially designated in writing by the UNION for the purposes of investigating and presenting grievances to the EMPLOYER.
- BB. **CLASSIFICATION:** The grouping of positions into classes with regard to duties and responsibilities.

**Section 2.** Beginning January 2, 2000 notwithstanding the definitions of a full month of service, of the payroll period, or of the full work year or of other periods of work that appear in this Article and in other provisions of this AGREEMENT, the EMPLOYER shall compensate those Detention Deputies who are required to work a fixed 6-3 schedule with 8 hour work days and 2,080 hours of work per year by paying each such employee an additional 1.5% of their salary, as compensation for being required to work a 6-3 schedule of 8 hour days. Employees may at their option apply time worked which would otherwise be paid at time and one-half towards the makeup hours at the straight time rate, except that when makeup

hours owed reach 16 hours, such makeup hours shall be applied at the straight time rate to any hours worked which would otherwise be paid at the time and one-half rate. Makeup hours are subject to the following additional requirements:

- A. Employees who leave the Sheriff's Office owing hours will have the hours owed deducted from their final check.
- B. Employees who switch to a 5/2 schedule or promote would have six months to pay any remaining hours owed back or they will be deducted from the employees pay.
- C. The hours will roll over from year to year.

**Section 3.** Beginning January 2, 2000, employees assigned to a work schedule which requires them to work 2080 or more hours per year (e.g. 6-3 schedule with 8.5 hours of work per day) will not be required to work such makeup hours. Such employees shall be paid for 80 hours per payroll period, exclusive of overtime. Any additional amounts owed to such employees shall be paid at the end of each contract year. Employees on the 6-3 holiday schedule who are credited with working an 8.5 hour workday shall also attend 12 hours mandatory training as part of their normal schedule. In addition, all employees on this schedule shall receive holiday premium compensation for the hours actually worked on a designated holiday, as described in Article 11, Holidays. Employees working this schedule shall not be entitled to the 1.5% salary premium outlined in Article 3, Section 2 above.

#### **ARTICLE 4 - PART-TIME EMPLOYEES**

**Section 1.** An employee working less than the full-time schedule shall not participate in any benefits provided by this AGREEMENT, except those working a schedule of at least an averaged twenty (20) hours or more per week shall participate in benefits in the same ratio that their actual hours worked bears to the full-time work schedule.

#### **ARTICLE 5 - 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 employees authorizing, in writing, such deduction on a form designated and furnished for such purposes by the UNION;
- 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;
- 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 written request by the employee.
- E. The EMPLOYER will provide the add/drop report electronically to the UNION at no charge and will also provide a quarterly report electronically at no charge.

**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, including the deduction and remittance of any fair share fees.

**Section 3.** The UNION may designate certain employees from the bargaining unit to act as stewards 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 stewards. 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 purposes of investigating and presenting grievances to the EMPLOYER, the EMPLOYER agrees to recognize stewards certified by the UNION as provided in this section subject to the following stipulations:

- 1. There shall be no more than eleven (11) stewards, seven (7) for Detention Deputies and four (4) for Telecommunicators.
- 2. At any one time one (1) steward may be granted permission to investigate and present a specific grievance to the EMPLOYER.
- 3. The steward may interrupt their work for a reasonable amount of time for the purpose of Union business with approval of their designated supervisor(s), and shall notify their designated supervisor(s) upon resumption of

their work. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the EMPLOYER or arbitrator.

4. Should the EMPLOYER request the presence of a Union steward at any meeting regarding management/union matters, such union steward shall be paid at their regular base pay rate for all hours spent in such meeting.
  
- 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 time. The UNION may use the EMPLOYER's premises or facilities for union business with prior approval of the EMPLOYER.
  
- C. The UNION bulletin board will be open so any member of Minnesota Public Employees Association (MNPEA) or its representatives may post any items of official union business. The EMPLOYER will be given a copy of posted material.

The EMPLOYER agrees to allow the UNION to use designated EMPLOYER bulletin boards for the purpose of 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.

- D. 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 the same purposes and the same restrictions and requirements as provided for in paragraph C above relating to the posting of items on the UNION bulletin board. 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 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.

## **ARTICLE 6 - EMPLOYER AUTHORITY**

**Section 1.** The EMPLOYER retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to transfer personnel for just cause; to contract with vendors or others for goods and/or services so long as the act is performed in good faith, it represents a reasonable business decision and it does not subvert the agreement between the parties; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

## **ARTICLE 7 - SENIORITY**

**Section 1.** The EMPLOYER shall establish seniority lists, within thirty (30) days of the execution date of this AGREEMENT, for each work classification to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining unit which shall:

- A. Seniority, for purposes other than layoff, shall be based upon an employee's length of service with the EMPLOYER from the most recent date of employment, re-employment or reinstatement to the employee's current work classification.
  - A1. In the case of employees hired into the same classification on the same date, seniority rank will be determined according to ranking in the exam process. Any ties still remaining will be determined by lot. In the case of Detention Deputies hired on the same date after October 15, 2002, seniority rank will be determined according to

ranking in the exam process. Any ties still remaining will be broken by the last four digits of the employee's Social Security Number with the employee having the highest such number being more senior. For Telecommunicators hired after June 1, 2001, any ties in seniority will be broken in each job classification by the last four digits of the employee's Social Security Number with the employee having the highest such number being more senior.

- B. Be updated annually and posted in the employee's work area with a copy furnished to the business representative of the UNION certified to the EMPLOYER as provided in Article 5, Section 3 of this AGREEMENT. Any employee or the UNION shall be obligated to notify the EMPLOYER of any error in the seniority list within thirty (30) days of this posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.
- C. Seniority is not interrupted during the period an employee is on approved leave, or layoff, if the employee returns to active work status having complied with all the terms and conditions of this AGREEMENT and the conditions the EMPLOYER established in approving the leave.
- D. The UNION will reimburse the EMPLOYER the expense of furnishing seniority lists requested by the UNION and other report(s) containing bargaining unit composition or membership information in the amount of \$.10 per employee name contained on each list. When more than one copy of the list is requested, the UNION shall reimburse the EMPLOYER for such copies at the rate of \$.20 per page. The fees for the aforementioned lists, reports and copies shall be increased effective January of each year by the same percentage as the maximum annual salary rate increase provided in Article herein titled "Salary Rates."

**Section 2.** Except in those instances where senior employees are not qualified to perform remaining work duties, 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, they shall automatically have terminated their employment.
- C. Employees who terminate their employment with the EMPLOYER or are on layoff status in excess of twenty-four (24) 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 seniority rights under this AGREEMENT, as described in Section 1-A. above. No new employee shall be hired until the appropriate layoff list has been exhausted.
- D. For the purpose of layoff, "seniority" is defined as the employee's length of service for the EMPLOYER from the most recent date of employment, re-employment or reinstatement.

**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 permanent employees, in writing, at least ten (10) calendar days in advance of the effective date of the layoff and shall issue notice of recall from layoff to affected permanent employees, in writing, at least ten (10) calendar days in advance of the effective date of the recall from layoff.

**Section 4.** SHIFT BIDDING

- A. On or about February 15 and August 15 of each year, each Detention Deputy shall be permitted to bid for the shift such employee prefers within the work unit of the Sheriff's Office to which such Detention Deputy is assigned. The annual shift bid for Telecommunicators shall begin in accordance with seniority on or around the first business day of October each year for implementation the following January. Telecommunicator ballots are due to the employer by or around the 11<sup>th</sup> business day of October. The County will return the results of the bid by or around the first business day of November.  
When a shift vacancy occurs between such bidding dates, such vacancy shall be filled based upon their bid preference as set forth in the most recent bid. The new shift vacancy created by such process and one additional new shift vacancy shall be filled in the same manner.
- B. Employees who work in work units that use rotating shifts shall be required to rotate only between the two shifts that each employee specifies in the semi-annual bidding for shifts.
- C. The senior bidder for each shift is entitled to the shift bid for, if such bidder is qualified.
- D. If, as a result of a bidding for shifts, any shift would be staffed with personnel less than fifty percent of whom have at least two years of experience in the work unit, the EMPLOYER may reassign to such shift the most junior employees in the work unit who have the requisite two years of experience and make such other adjustment as may be necessary in order to retain such level of experience.



- E. No employee shall be permitted to bid for shifts if such employee has less than twelve months of total employment in the Sheriff's Office, or if such employee has less than eight months of total service in the work unit to which such employee is assigned. The EMPLOYER shall have flexibility in assigning such employees between shifts to provide employees with training and experience.
- F. "Seniority" for shift bidding shall be an employee's length of service from their most recent date of employment to a classification covered by this AGREEMENT.
- G. Nothing in this section shall be construed to limit the right of the EMPLOYER to assign or reassign an employee to the work unit where the EMPLOYER determines such employee is needed or is best suited.

## **ARTICLE 8 - 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 Personnel 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 will 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 ten (10) working days after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the union representative, to their supervisor who is designated for this purpose by the EMPLOYER;
- B. The supervisor shall give their oral or written answer within ten (10) working days after such presentation; and
- C. Thereafter the parties shall have ten (10) working days to attempt to resolve the grievance by mutual agreement.
- D. If the grievance involves discipline or dismissal, the employee may initiate the grievance at Step 2 of this section.

**Step 2. FORMAL** - If the grievance is not satisfactorily resolved in Step 1 and the 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 ten (10) 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 within ten (10) 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 discussion, 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 stating the reasons for the denial to the employee and the union representative within ten (10) working days following their discussion.

**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 ten (10) 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 Governing the Arbitration of Grievances" as established by the Public Employment Labor Relations Act and administered by the State of Minnesota Bureau of Mediation Services (hereinafter BMS). 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 employee, the union representative and the EMPLOYER of their 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 representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either party 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 employee-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 any step in the grievance procedure.
- Section 6.** If the grievance is not settled in accordance with the procedure set forth in Step 1 or Step 2, it may be submitted to mediation provided that the UNION and the Labor Relations Director or their designee, by mutual agreement, jointly petition the Minnesota BMS for assistance in resolving the grievance within ten (10) working days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2. The parties shall have thirty (30) calendar days in which to resolve the grievance through mediation.

## **ARTICLE 9 - 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, slow downs, 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. 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 10 - 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 overtime premium and other 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.** **For Detention Deputies**, worked hours in excess of the assigned work shift of eight (8) or more hours or an averaged eighty (80) hours per payroll period, with the exception of the twelve mandatory training hours for employees on a 6-3 schedule, shall be overtime and compensated at one and one-half (1 1/2) times the employee's base pay rate, or one and one-half (1 1/2) hours compensatory time for each hour worked, subject to the provision that no employee shall be eligible for overtime premium unless prior approval of the overtime work was granted by the Sheriff or his designee. **For Telecommunicators** worked hours in excess of forty (40) hours per work week shall be overtime and compensated at one and one-half (1 1/2) times the employee's base pay rate or one and one-half (1 1/2) hours compensatory time for each hour worked, subject to the provision that no employee shall be eligible for overtime premium unless prior approval of the overtime work was granted by the employee's immediate supervisor or their designee. **For All Classes**, overtime premium shall be provided in the form of either cash payment or compensatory time as determined by the EMPLOYER, provided that an employee may carry up to 24 hours compensatory time, which shall be used or cash payment made at the EMPLOYER's discretion. Employees may express their preference for compensatory time or cash payment for their approved overtime earnings.
- Section 4a.** **For Detention Deputies**, approved sick leave shall be considered as time worked for purposes of computing overtime premium in accordance with the provisions of this section only when in excess of three (3) consecutive days and supported by a doctor's verification of disability.
- Section 5.** When the EMPLOYER determines changes in work schedules are necessary, at least forty-eight (48) hours advance notice shall be given to employees and posted whenever practicable. Except in emergencies, should it become necessary to change work schedules without forty-eight clock hours prior notice, when it is practicable to give such prior notice, the EMPLOYER shall pay for those hours worked outside of the employee's regular work schedule hours at a rate of one and one-half times their regular base pay rate. 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.
- A. 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 6.** An employee who is scheduled to appear in court, or who is called to duty during their scheduled off-duty time shall receive a minimum of three (3) hours at one and one-half (1 1/2) times the employee's base pay rate. 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 (1/2) 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 pay rate. Such compensation shall be in cash. At the option of the employee, the cash or compensatory time may be applied against any makeup time owed by the employee.
- Section 7.** When an employee is expressly assigned to perform the duties of a position allocated to a different classification that is temporarily unoccupied, and such assignment is for 40 or more continuous regular hours, the employee shall: (a) be paid for all such hours at the employee's current salary rate when assigned to work in a lower or equal class; (b) be paid at a rate which is equal to the minimum rate or 3.0% higher than the employee's current salary, whichever is greater, when assigned to a higher class. In order to qualify for such higher rate, the employee must perform that work which distinguishes the higher classification from the employee's regular class in terms of level of responsibility, types of duties, and/or quality and quantity.
- Section 8.** A shift differential of **\$1.00** per hour shall be paid to all employees who work on an assigned shift where at least five (5) hours of the shift hours occur between 5 p.m. and 5 a.m. Such shift differential shall be paid in addition to the hourly pay rate to all employees who work an assigned shift where at least four (4) hours of the shift hours occur between 3:00 p.m. and 5:00 a.m. Such shift differential shall be paid in addition to overtime premium for which the employee qualifies.

A weekend differential of \$1.00 per hour shall be paid to all employees who work only those hours that occur between Saturday (0000) – Sunday (2400). Such differential shall be paid in addition to the hourly pay rate to all employees who work during those hours. Such differential shall be paid in addition to overtime premium for which the employee qualifies.

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 falls on the day for which the additional compensation is being paid.

**Section 9.** In consideration of the inconvenience of their lunch arrangement, Detention Deputies who work a 5-2 schedule of 8.5 hour days (8 hours of work plus a 30-minute unpaid lunch), will receive \$650.00 per annum. Any such Detention Deputy who works less than the full year will have such bonus reduced by one-twelfth (1/12) for each month, or portion thereof, not worked in that year. Should a work interruption by a supervisor be necessary during a Detention Deputy's unpaid lunch period in the Jail, the EMPLOYER will reimburse the employee for 15 minutes or the amount of the interruption, whichever is greater. Beginning December 31, 2000 this bonus shall be paid only to Detention Deputies who are specifically required to respond to problem situations during their lunch breaks.

**Section 10.** In the event the EMPLOYER exercises its discretion to close a department, work site or workplace due to an emergency, including inclement weather, employees who were scheduled to work but could not due to such EMPLOYER decision may use accrued leave (vacation, sick leave, compensatory time, deferred holiday) to cover the hours missed. Further, with the approval of the EMPLOYER, an employee may be allowed to make up the time by working additional hours.

**Section 11.** Detention Deputies and Telecommunicators specifically assigned by the Sheriff or their designee to perform the duties of Field Training Officer, or "FTO", will be paid an additional \$2.50 per hour for those hours worked in that capacity. Any Detention Deputy or Telecommunicator assigned as an FTO shall be eligible for a maximum of \$2.50 per hour for the hours specifically assigned as an FTO, regardless of the number of trainees.

The parties agree that there is a certain degree of guidance and coaching that more experienced employees are expected to provide to new or newly assigned employees. The FTO duties shall be distinguished by the specific assignment of the Detention Deputy or Telecommunicator as an FTO, as well as the requirement that the FTO sign off as the coach on the required evaluation forms.

The parties further agree that training done in classrooms or orientations performed in an office setting are not the type of training for which the FTO would be eligible for FTO pay.

**Section 12.** Employees who are specifically required or authorized by the EMPLOYER to use foreign or sign language skills shall be compensated for such work according to the following terms and conditions:

A. Full-time employees who are regularly required to use foreign language or sign language skills in addition to other job duties shall receive a salary differential of \$47.50 per payroll period. This differential shall be pro-rated on the basis of scheduled hours for part-time employees. This differential will be in effect for all compensated hours including compensated leaves.

B. Employees who provide foreign language or sign language skills on an occasional or irregular basis at the request of the EMPLOYER shall receive \$9.50 in addition to their regular salaries for any work day on which such services are performed. This additional compensation shall not exceed \$47.50 for any one payroll period.

**Section 13.** Any employee specifically assigned to the designated unit of SRT will be paid an additional \$25/month beginning in 2016.

## **ARTICLE 11 – 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. An eight (8) hour Leave Day with Pay will be awarded at the beginning of the payroll year.

### **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:

|                               |  |
|-------------------------------|--|
| <b>New Years Day</b>          | January 1                                      |
| <b>Martin Luther King Day</b> | Third Monday in January                        |
| <b>Presidents Day</b>         | Third Monday in February                       |
| <b>Memorial Day</b>           | Last Monday in May                             |
| <b>Juneteenth</b>             | June 19  |
| <b>Independence Day</b>       | July 4   |
| <b>Labor Day</b>              | First Monday in September                      |
| <b>Veterans Day</b>           | November 11                                    |
| <b>Thanksgiving Day</b>       | Fourth Thursday in November                    |
| <b>Thanksgiving Friday</b>    | The day immediately following Thanksgiving Day |
| <b>Christmas Day</b>          | 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 their work schedule, shall receive the same number of holidays as an eligible employee whose normal work week is Monday through Friday.

**Section 2. 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 (i.e., 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.

**Premium Pay for Working on a Holiday**

**Employees who are assigned to work a holiday with the exception of the leave day with pay** shall receive compensation of one and one-half (1 1/2) times their REGULAR RATE OF PAY for hours worked on the holiday. 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.

**Eligible Employees who are assigned to work the leave day with pay** shall receive compensation of one (1) times their REGULAR RATE OF PAY for hours worked on that holiday. Compensation for holiday hours assigned/worked shall be provided either in compensated time off or cash payment as approved by the EMPLOYER. Eligible employees who work on a leave day with pay receive their pay for working 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

Beginning January 2, 2000 because Telecommunicator schedules utilize their holiday benefit within the normal schedule these employees shall receive holiday premium compensation for all hours actually worked on designated holidays, but shall be credited (through their schedule) with other holiday benefits.

**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.

**Section 4.**

Leave Day with Pay. Employees may observe a religious, cultural or personally meaningful Leave Day with Pay subject to the following conditions. In those offices that must remain open to the public for the performance of public business, the supervisor shall designate a sufficient number of employees to maintain the continuity of County operations on such day. The employee needs the approval of their supervisor and must notify the EMPLOYER at least ten (10) days in advance of their intent to take this Leave Day with Pay. The EMPLOYER may waive this ten (10) day requirement if the EMPLOYER determines that the absence of such employee will not substantially interfere with the department's function.

Employees with insufficient leave time may observe a religious, cultural or personally meaningful day using leave without pay. As with a leave day with pay, the employee needs the approval of their supervisor and must notify their supervisor at least ten (10) days in advance of their intent to take this leave day without pay. The supervisor may waive this ten (10) day requirement if they determine that absence of such employee will not substantially interfere with the department's function. The supervisor may arrange to have the employee work an equivalent number of hours to the hours taken for such leave day without pay if arrangements can be made for the employee to work another day.

**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:

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

**ARTICLE 12A – VACATIONS (EMPLOYEES HIRED PRIOR TO 7/7/19 CHOOSING TO REMAIN IN VACATION)**

**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. Effective 1/1/2023, all employees in PTO will accrue according to Schedule 2.

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. Effective 1/1/2023, all employees in PTO will accrue according to Schedule 2.

**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:

| <u>Total Length of Service Since Most Recent Date of Hire</u><br><u>Accrual Rate</u> | <b>Annual Vacation</b> |
|--|------------------------|
| Less than six (6) months   | 64 hours (8 days)      |
| More than six (6) months 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)    |
| More than 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.**
- A. The months of June, July, August, and the period from December 15 through January 5 inclusive are designated as Prime Vacation Periods.
  - B. By April 1 of each year employees shall submit to their respective division commanders requests in order of preference for two (2) continuous vacation periods designated as first and second preferences within the Prime Vacation Period. For Detention Deputies the request vacation periods shall be of not less than one nor more than three consecutive work weeks. For Telecommunicators the request vacation periods shall be of not less than three consecutive days nor more than three consecutive weeks. It shall be the responsibility of the respective Division Commander to determine the maximum number of employees who can be granted vacation at any one time. Where the number of requests exceeds the number of employees the EMPLOYER determines it is possible to grant such leave, the EMPLOYER shall consider seniority and job assignment. The Prime Vacation Period schedule shall be posted by May 1 of each year.
  - C. Requests for vacation time other than in the Prime Vacation Period or requests for vacation in the Prime Vacation Period submitted after April 1 shall be considered in the order received, subject to the provisions of Section 5 of this Article.

**Section 5.** 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. 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.** If the EMPLOYER receives a request for vacation, other than Prime Vacation periods, at least ten (10) working days in advance of the requested vacation leave commencement date, upon request of the employee, the EMPLOYER must deny or grant the request within five (5) working days of submittal, stating the reasons for denial in writing.

**Section 7.** 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 paid at the employee's base rate at the time of termination, and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

**Section 8.** Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

**Section 9.** At the discretion of the Sheriff, employees hired after October 15, 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 10.** Except in the case of an emergency, employees on pre-approved vacation are exempt from working mandatory overtime during their vacation. For the purpose of this section, vacation shall be defined as the end of an employee's last scheduled shift to the beginning of the officers next scheduled shift. Scheduled days off, taken in conjunction with vacation, will be considered part of the officer's vacation for the purposes of this section.

## **ARTICLE 12B – PAID TIME OFF**

### **Employees hired prior to 7/7/19 but choosing PTO (after 7/7/19); and all 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. Effective 1/1/2023, all employees in PTO will accrue according to Schedule 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:

| <u>Total Number of Eligible Years Since Most Recent Date of Hire</u> | <u>Annual Paid Time Off (PTO) Accrual Rate</u> |
|--|--|
| More than zero (0) months but less than five (5) years               | 20 days (160 hours)                            |
| More than five (5) years but less than eight (8) years               | 23 days (184 hours)                            |
| More than eight (8) years but less than twelve (12) years            | 26 days (208 hours)                            |
| More than twelve (12) years but less than eighteen (18) years        | 28 days (224 hours)                            |
| Over eighteen (18) years   | 31 Days (248 hours)                            |

**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:

| <u>Total Number of Eligible Years Since Most Recent Date of Hire</u> | <u>Annual Paid Time Off (PTO) Accrual Rate</u> |
|--|--|
| More than zero (0) months but less than five (5) years               | 22 days (176 hours)                            |
| More than five (5) years but less than eight (8) years               | 25 days (200 hours)                            |
| More than eight (8) years but less than twelve (12) years            | 28 days (224 hours)                            |
| More than twelve (12) years but less than eighteen (18) years        | 30 days (240 hours)                            |
| Eighteen (18) or more years  | 33 days (264 hours)                            |

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

- Section 3.**
- A. The months of June, July, August, and the period from December 15 through January 5 inclusive are designated as Prime Vacation (PTO) Periods.
  - B. By April 1 of each year employees shall submit to their respective division commanders requests in order of preference for two (2) continuous vacation periods designated as first and second preferences within the Prime Vacation (PTO) Period. For Detention Deputies the request vacation periods shall be of not less than one nor more than three consecutive work weeks. For Telecommunicators the request vacation periods shall be of not less than three consecutive days nor more than three consecutive weeks. It shall be the responsibility of the respective Division Commander to determine the maximum number of employees who can be granted vacation at any one time. Where the number of requests exceeds the number of employees the EMPLOYER determines it is possible to grant such leave, the EMPLOYER shall consider seniority and job assignment. The Prime Vacation (PTO) Period schedule shall be posted by May 1 of each year.
  - C. Requests for vacation time other than in the Prime Vacation (PTO) Period or requests for vacation in the Prime Vacation (PTO) Period submitted after April 1 shall be considered in the order received, subject to the provisions of Section 5 of this Article.

**Section 4.** 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. When it is necessary for the EMPLOYER to disapprove PTO requests because the number of employees



requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such PTO, the EMPLOYER may consider seniority, job assignment and order of submittal in granting such requests.

- Section 5.** If the EMPLOYER receives a request for PTO, other than Prime Vacation (PTO) periods, at least ten (10) working days in advance of the requested vacation commencement date, upon request of the employee, the EMPLOYER must deny or grant the request within five (5) working days of submittal, stating the reasons for denial in writing.
- Section 6.** 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 titled "Severance Pay."
- Section 7.** 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 8.** 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 9.** A disabled employee who, because of illness or injury, has exhausted all sick leave benefits 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 without pay shall be required to furnish conclusive evidence of disability to the EMPLOYER. If the employee fails to furnish conclusive evidence that the absence from duty is necessary, or if the employee fails to undergo an evaluation or furnish a medical 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, the employee may be considered to have resigned in accordance with the Article herein titled "Absence Without Leave."
- Section 10.** Except in the case of an emergency, employees on pre-approved vacation are exempt from working mandatory overtime during their vacation. For the purpose of this section, vacation shall be defined as the end of an employee's last scheduled shift to the beginning of the officer's next scheduled shift. Scheduled days off, taken in conjunction with vacation/PTO, will be considered part of the officer's vacation for the purposes of this section.

### **ARTICLE 13A - SICK LEAVE (EMPLOYEES WHO DON'T PARTICIPATE IN PTO)**

- Section 1.** Sick leave shall be earned by employees at the rate of .046154 hours for each hour of service provided that the accrual rate for newly employed employees shall be earned at the rate of .030769 hours for each hour of service for the first six (6) months of service.
- Section 2.** Sick leave benefits shall only accrue when an employee is on compensated regular hours or is on 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 of any permanent employee, such employee shall be paid for their accumulated unused sick leave at the employee's base pay rate subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

**Section 5.** An employee may utilize their allowance of sick leave on the basis of application therefor approved by the EMPLOYER for absences necessitated by inability to perform the duties of their position by reason of illness or injury, mental health, 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 they are associated or members of the public with whom they deal would be endangered by their attendance on duty, or by illness in their immediate family for such periods as their absence shall be necessary subject to certification by medical authority.

The term "immediate family", shall be limited to child, stepchild, adopted child, foster child, adult child, spouse, sibling, parent, stepparent, grandparent and an adult person residing in the employee's immediate household. The amount of sick leave that can be used to care for an employee's adult children, 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 "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 benefit 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 their designated supervisor or their designee as soon as possible but not less than two (2) hours prior to the starting time of their 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 benefits 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 per year.

#### **ARTICLE 13B – 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 their 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 they are associated or members of the public with whom they deal would be endangered by their attendance on duty, or by illness in their immediate family for such periods as their absence shall be necessary subject to certification by a medical authority.

**Section 3.** Upon separation of employment in good standing of any **REGULAR** permanent EMPLOYEE, such employee shall be paid for their 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 12B, 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 14 - 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, they will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave when required by law.
- 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, 2014.
- 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 2015.
- 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 15 - ELECTION DAYS**

- Section 1.** Any employee who is entitled to vote in any statewide general election or at any election to fill a vacancy in the office of representative in Congress, may absent himself/herself from their 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 16 - 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 their current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per payroll year.

**ARTICLE 17 - SALARY RATES**

**Section 1.** Employees covered by this AGREEMENT as follows shall be compensated for each hour of service in accordance with the following schedule, which is copied and supplemented in the back of this AGREEMENT.

Effective January 2, 2022, the following hourly rates shall apply

| <u>Classification</u>      | <u>Minimum Rate</u> | <u>Maximum Rate</u> |
|----------------------------|---------------------|---------------------|
| Sheriff's Detention Deputy | \$26.184            | \$39.276            |
| Sheriff's Telecommunicator | \$24.937            | \$37.405            |

Effective January 1, 2023, the following hourly rates shall apply

| <u>Classification</u>      | <u>Minimum Rate</u> | <u>Maximum Rate</u> |
|----------------------------|---------------------|---------------------|
| Sheriff's Detention Deputy | \$26.838            | \$40.258            |
| Sheriff's Telecommunicator | \$25.560            | \$38.341            |

Effective December 31, 2023, the following hourly rates shall apply

| <u>Classification</u>      | <u>Minimum Rate</u> | <u>Maximum Rate</u> |
|----------------------------|---------------------|---------------------|
| Sheriff's Detention Deputy | \$27.509            | \$41.264            |
| Sheriff's Telecommunicator | \$26.199            | \$39.299            |

**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 Detention Deputies or Telecommunicators shall be eligible to be considered for their first in-range merit increase (progression increase) after completing one (1) year of service. Employees shall be eligible to be considered for additional in-range merit increases (progression increases) after completing each additional one (1) year of service. The standard in-range progression increases for each year 2022, 2023, and 2024 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.

**Section 4.** At the discretion of the EMPLOYER and in the event the EMPLOYER encounters difficulty with respect to attraction and/or retention of qualified staff in a particular job classification, the parties by mutual agreement, may negotiate a modified salary schedule or other compensation matters for such classification.

**ARTICLE 18 - BEREAVEMENT LEAVE**

**Section 1.** When necessary, leave with pay will be granted in cases of death of the following: spouse, parent, parents-in-law, step-parent, children, step-children, grandchildren, brothers and sisters, sons-in-law, daughters-in-law, brothers and sisters-in-law, aunts, uncles, nieces, nephews, grandparents, grandparents-in-law or person regarded as a member of the employee's immediate family. Such leave shall be subject to approval by the employer, taking cultural circumstances into account, and not to exceed forty-eight (48) hours in any payroll year.

**ARTICLE 19 - HAZARDOUS DUTY INJURY LEAVE FOR DETENTION DEPUTIES**

**Section 1.** At the EMPLOYER's discretion, a Detention Deputy (a) acting within the limits of the authority established by the EMPLOYER, (b) who receives a disabling injury during the performance of assigned official duties performing acts required by law, (c) under risk conditions which are unique to law enforcement work, and (d) wherein the EMPLOYER has determined that the employee has not contributed to the cause of the injury through negligence, may be granted leave with pay for a period of disability provided that such leave with pay shall not exceed one hundred twenty (120) calendar days. Such disabling injury shall be reported to the appointing authority immediately. Requests for such leave shall be presented to the EMPLOYER together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave and shall be subject to the provisions of the Article herein titled "Leave Benefits and Workers' Compensation Benefits." Under no circumstances shall an employee who opts for this benefit receive compensation which is in excess of the employee's normal work day or normal work week or normal work period's compensation.

The provisions of this Article shall apply only to employees in the classification of Detention Deputy.

**ARTICLE 20 - MILITARY LEAVE OF ABSENCE WITHOUT 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 21 – INSURANCE**

**Section 1.**

**A. Employee Contributions toward Health Premiums**

**Standard Plan**

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2022, 2023, and 2024

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

**Advantage Plan – 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 2022, 2023, and 2024

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

**Advantage Plan – Hennepin Healthcare (HCMC)/NorthPoint**

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2022, 2023, and 2024

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

**B. Health Insurance Premium and Plan Design Changes, 2023, 2024, and 2025**

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 2023, 2024, and 2025 as described below, and subject to the consensus parameters agreed to by the parties and incorporated by reference as an extension to 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. The consensus recommendation will be submitted to County Administration for final 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 for the Standard Plan, 2022, 2023, and 2024**

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 PreferredOne Website ([www.preferredone.com/hc/plans/](http://www.preferredone.com/hc/plans/)).

#### **D. Health Care Plan Reserves Fund**

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

#### **E. Dependent 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.**

For the duration of the AGREEMENT, benefit-earning EMPLOYEES shall be entitled to participate in the benefits programs listed in this section 2, 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 70% subsidy – (optional does not require employee to be benefit earning)  
Paid Parental Leave – 6 weeks  
Vacation donation program – [Employee Requests for Vacation/PTO Donation \(sharepoint.com\)](#)  
100% mental health coverage  
Vacation/PTO cash out program, as authorized by County Administrator – up to 50 hours annually

**Section 3.** 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 4.** The EMPLOYER reserves the right to change insurance carriers or self-insure. If such change of carriers or self-insurance is to result in a change in the level of employee benefits, the EMPLOYER agrees to meet and confer with the UNION on the change.

**Section 5.** 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 July 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 July 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 6.** Health Care Savings Plan (HCSP)

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 permanent 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.

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 as follows:

| <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 22 - 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 BMS to take jurisdiction of the matter as provided in Minnesota Statutes.



## **ARTICLE 23 - 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."
- Section 2.** The provisions of this AGREEMENT shall be applied in accordance with applicable nondiscrimination laws.
- Section 3.** Nothing in this AGREEMENT shall be construed to affect the status of veterans in contravention of existing veterans preference laws relating to the employment, discharge or promotion of veterans.

## **ARTICLE 24 - 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 25 - 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 26 - 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 their 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 27 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS**

- Section 1.** Any employee who by reason of sickness or injury receives workers' compensation benefits may retain the workers' compensation benefits and request a medical leave of absence without pay or receive from the County any available earned accumulated sick leave, vacation leave, or other accumulated leave benefit, provided the total weekly compensation including leave and workers' compensation benefits shall not exceed the regular weekly base pay rate of an employee.

## **ARTICLE 28 - COURT APPEARANCE**

- Section 1.** After due notice to the EMPLOYER, employees subpoenaed to serve as a witness 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 their work shift, they 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 29 - STABILITY ADJUSTMENTS**

**Section 1.** Consistent with the HR Rules, regular and unclassified benefit-earning employees with at least five years of continuous employment\* as of December 1 of the current year are eligible to receive retention pay in December.

| <b>Years of Employment</b> | <b>Retention Pay</b> |
|----------------------------|----------------------|
| 5                          | \$ 400               |
| 6                          | \$ 480               |
| 7                          | \$ 560               |
| 8                          | \$ 640               |
| 9                          | \$ 720               |
| 10                         | \$ 800               |
| 11                         | \$ 850               |
| 12                         | \$ 900               |
| 13                         | \$ 950               |
| 14                         | \$1000               |
| 15                         | \$1050               |
| 16                         | \$1100               |
| 17                         | \$1150               |
| 18 and over                | \$1200               |

\*Based on hire date as a regular or unclassified employee (or on hours of eligible service converted to a date in APEX if hired before October 11, 2009).

Federal and state taxes, FICA, Medicare and PERA are withheld from retention (stability) pay. At the discretion of the EMPLOYER, time on authorized LEAVE OF ABSENCE for education may be included in computing retention compensation.

Such retention payment shall be paid in a lump sum on a December payroll.

**Section 2.** Any employee who by reason of a work-related injury receives worker’s compensation benefits, shall receive credit for time spent on such medical leave for purposes of retention pay eligibility.

**Section 3.** Any employee upon retiring from County service may be paid the retention 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.

**Section 4.** Retention 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 30 - SEVERANCE PAY**

**Section 1.** “Severance pay” refers to the cashing out a combination of accrued but unused sick leave, vacation and paid time off (PTO) under certain conditions and subject to the limitations stated in this article herein titled “Severance Pay”.

For purposes of an employee’s contributions to a Health Care Savings Plan (HCSP), “severance” also includes unused sick leave, vacation, and PTO balances subject to the limitations of this article, as well as Articles 12A Vacation and 12B Paid Time Off.

**Eligibility.** For the purposes of this Article 30, severance pay is only paid to EMPLOYEES who have completely terminated their employment with the County in good standing and have completed eight (8) years of continuous service with the County. Any employee who has previously 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 shall be based upon and

measured by unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during Hennepin County employment. Note that the “good standing” clause in this Article relates to the cash out of sick leave. In all cases, unused vacation/PTO (up to contractual limits) is paid out.

**For employees who terminate employment after eight (8) years of continuous service with the county and who were hired prior to July 7, 2019.** Severance pay shall not exceed eight hundred (800) hours of unused accumulated sick leave and unused vacation leave. Such employees, if they converted to PTO will also receive the balance of their PTO hours for a maximum total of 1280 hours. In all cases, accrued but unused vacation must be paid out to a maximum of 280 hours and the rest of the 800 hours will be accrued but unused sick leave. An employee who has already received the lifetime severance maximum of 800 hours will receive unused vacation but is not eligible for additional sick leave hours as severance.

**For employees who terminate employment after eight (8) years of continuous service with the county and who were hired prior to July 7, 2019 and who take advantage of the “open window” to move to PTO before July 3, 2022,** severance pay shall not exceed a maximum of eight hundred (800) hours of frozen sick leave. Such employee, because they converted to PTO during the open window period, will also receive the balance of PTO hours (up to the 480 max) that have accrued to the employee at the date of severance of such employment for a maximum total of 1280 hours.

**For employees who terminate employment after eight (8) years of continuous service with the county and who were hired after July 7, 2019,** severance pay shall not exceed eight hundred (800) hours of unused accumulated sick leave. In all cases, accrued but unused PTO must be paid out to a maximum of 480 hours. An employee who has already received the lifetime severance maximum of 800 hours will receive unused PTO but is not eligible for additional sick leave hours as severance.

**Employees who do not have sick leave balances and/or who do not meet the requirement of eight (8) years of continuous service consistent with Articles 12A, Section 7, and 12B, Section 6.** This process may be informally referred to as “severance pay” but is really the legally-required liquidation of accrued but unused vacation or PTO up to the contractual 280-hour vacation or 480-hour PTO cap, respectively.

|  | <b><u>8 years of continuous service</u></b>  | <b><u>If employee with 8 years of service comes back after terminating</u></b>                    | <b><u>Less than 8 years of continuous service</u></b>     |
|--|--|---|---|
| <u>Employee with only vacation and sick leave balances</u>   | Vacation paid first up to 280<br>Remainder, up to 800 hour total limit, paid in sick leave | No severance unless employee left some excess sick leave on the books up to a lifetime cap of 800 | Vacation paid up to 280 hours.<br>No sick leave paid out. |
| <u>Employees with both sick leave and PTO balances (employees allowed to convert from vacation to PTO)</u> | PTO paid up to 480 hours.<br>Sick leave paid up to 800 hours                               | No severance unless employee left some excess sick leave on the books up to a lifetime cap of 800 | PTO paid up to 480 hours<br>No sick leave paid out.       |
| <u>Employees with only PTO</u>   | PTO paid up to 480 hours   | PTO paid up to 480 hours  | PTO paid up to 480 hours                                  |

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 his/her estate or legal representative.

Employees shall provide the EMPLOYER with two (2) weeks written notice in advance of the date the employee leaves. If an employee fails to provide the required two (2) week notice, the EMPLOYER shall exclude eighty (80) 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 expire upon the date of severance from County service.

**Section 3.** The eligibility provision of this Article regarding years of service shall not apply to permanent employees who die prior to achieving eight (8) years of service with the County.

## **ARTICLE 31 - 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 their 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 their 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 their work duties and responsibilities.

## **ARTICLE 32 - CLOTHING ALLOWANCE**

**Section 1.** Newly hired employees in the Detention Deputy class shall during the first year of employment, be provided basic uniform clothing items of the quantity, type and style prescribed by the EMPLOYER. Each Detention Deputy, after having completed one (1) full year of service, shall be eligible for a uniform clothing allowance in an amount not to exceed:

- five hundred fifty dollars (\$550) annually in 2022 to be remitted on a monthly basis.
- five hundred seventy-five dollars (\$575) annually in 2023 to be remitted on a monthly basis
- six hundred dollars (\$600) annually in 2024 to be remitted on a monthly basis

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. Upon termination of employment, all uniform clothing equivalent in quantity or value to the original issued shall be returned to the EMPLOYER. Upon termination of employment, all I.D. cards, insignia and any other County property issued to, or in the possession of the employee, shall be returned to the EMPLOYER.

**Section 2.** Newly hired employees in the Telecommunicator class shall during the first year of employment be provided basic clothing items during their first year of employment. The initial items provided to each employee are:

Five (5) authorized polo shirts  
Two (2) authorized long-sleeve shirts  
One (1) authorized knit cardigan

The EMPLOYER will replace clothing articles upon request of the employee or supervisor due to reasonable wear-and-tear.

**Section 3.** Any uniform items found by supervisory inspection to be worn out or damaged shall be turned in to the EMPLOYER.

**Section 4.** If the basic clothing provided by the EMPLOYER is changed in type, color or style by order of the EMPLOYER, the EMPLOYER will bear any replacement cost in excess of \$65.00 per calendar year, the employee to be responsible for the first \$65.00 of replacement cost.

## **ARTICLE 33 - EDUCATIONAL ASSISTANCE**

**Section 1.** 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 and reflecting a county-wide pool for funding. See *Hennepin County Tuition Reimbursement Policy Frequently Asked Questions*

## **ARTICLE 34 - DISCIPLINE AND DISCHARGE**

**Section 1.** The EMPLOYER will discipline or discharge a permanent 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.

A. Upon written request of the employee, an oral reprimand memorialized in writing or a written reprimand shall be removed from the employee's division/unit file, the employee's Office personnel file, and the employee's County Human Resources file.

**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.

## **ARTICLE 35 - OFF DUTY EMPLOYMENT**

**Section 1.** An employee may work in off-duty employment in non-liquor establishments with the approval of the EMPLOYER.

## **ARTICLE 36 - JAIL MEALS**

**Section 1.** Employees assigned to work in the jail for a work shift of eight (8) hours or more may share in a meal in the jail provided by the EMPLOYER during their assigned shift.

## **ARTICLE 37 – LABOR MANAGEMENT COMMITTEE**

**Section 1.** The Employer agrees to hold quarterly Labor Management meetings with representatives of the Telecommunicator job class at the Emergency Communications Facility.

### **ARTICLE 38 - TERM OF AGREEMENT**

This AGREEMENT shall be in full force and effect from January 1, **2022** to December 31, **2024**, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, 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 **7th day of June 2022**.

### **ARTICLE 39 - EFFECTIVE DATES**

**Section 1.** Except as otherwise provided in this AGREEMENT, all provisions of this AGREEMENT which were changed from the prior agreement shall become effective upon this AGREEMENT's execution date.

## Letter of Understanding – Holiday Pay

**LETTER OF UNDERSTANDING  
BETWEEN  
HENNEPIN COUNTY AND  
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION (MNPEA)  
DETENTION DEPUTY/TELECOMMUNICATOR UNIT**

The parties agree to the following interpretation regarding holiday pay under Article 11 for Detention Deputies who are assigned to a 6-3 schedule of 8.5 hour days:

- a. Detention Deputies not scheduled to work on the designated holiday shall receive a paid holiday in cash equal to eight (8) hours at the employee's base pay rate.
- b. Detention Deputies that are scheduled to work the designated holiday but manage to get the day off with supervisor approval shall receive a paid holiday in cash equal to eight (8) hours at the employee's base pay rate.
- c. Detention Deputies that actually work on a designated holiday shall receive holiday premium for all hours worked as provided in Article 11, Section 2(B) of the Labor Agreement. In addition, they shall express their preference of receiving either eight (8) hours of compensated time off as a deferred holiday earned or a cash payment equal to eight (8) hours at the employee's base pay rate. The Sheriff's Office shall grant the employee's preference provided, however, that a Detention Deputies' accrued deferred holiday off balance together with any accrued compensatory time balance shall not exceed 24 hours.
- d. Article 11, Section 5 of the Labor Agreement continues to apply to any deferred holiday hours earned.

Date Signed:

January 4, 2008

For the County

Gregory Failor  
Labor Relations Representative  
Hennepin County

For the Union

Tom Perkins  
Business Agent  
Minnesota Public Employees Association (MNPEA)

| <b>Job Title</b>          | <b>Effective Date</b> | <b>2022 Hourly Rate<br/>Minimum</b> | <b>2022 Annual Rate<br/>Minimum</b> | <b>2022 Hourly Rate<br/>Maximum</b> | <b>2022 Annual Rate<br/>Maximum</b> |
|---------------------------|-----------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Sheriffs Detention Deputy | January 2, 2022       | \$ 26.184                           | \$ 54,462                           | \$ 39.276                           | \$ 81,693                           |
| Sheriffs Telecommunicator | January 2, 2022       | \$ 24.937                           | \$ 51,869                           | \$ 37.405                           | \$ 77,803                           |
|                           |                       |                                     |                                     |                                     |                                     |
|                           |                       |                                     |                                     |                                     |                                     |
| <b>Job Title</b>          | <b>Effective Date</b> | <b>2023 Hourly Rate<br/>Minimum</b> | <b>2023 Annual Rate<br/>Minimum</b> | <b>2023 Hourly Rate<br/>Maximum</b> | <b>2023 Annual Rate<br/>Maximum</b> |
| Sheriffs Detention Deputy | January 1, 2023       | \$ 26.838                           | \$ 55,824                           | \$ 40.258                           | \$ 83,736                           |
| Sheriffs Telecommunicator | January 1, 2023       | \$ 25.560                           | \$ 53,166                           | \$ 38.341                           | \$ 79,748                           |
|                           |                       |                                     |                                     |                                     |                                     |
|                           |                       |                                     |                                     |                                     |                                     |
| <b>Job Title</b>          | <b>Effective Date</b> | <b>2024 Hourly Rate<br/>Minimum</b> | <b>2024 Annual Rate<br/>Minimum</b> | <b>2024 Hourly Rate<br/>Maximum</b> | <b>2024 Annual Rate<br/>Maximum</b> |
| Sheriffs Detention Deputy | December 31, 2023     | \$ 27.509                           | \$ 57,219                           | \$ 41.264                           | \$ 85,829                           |
| Sheriffs Telecommunicator | December 31, 2023     | \$ 26.199                           | \$ 54,495                           | \$ 39.299                           | \$ 81,742                           |



Signature Page Contract No. A2211266

WITNESSES:

HENNEPIN COUNTY

*W. H. M.*

\_\_\_\_\_

By: *Chloris Jones*

Chair of its County Board

*[Signature]*

\_\_\_\_\_

And: *[Signature]*

County Administrator

DATE:

\_\_\_\_\_

ATTEST: *Karen Keller*

Deputy/Clerk of the County Board

And: *Todd P. Olness*

Todd P. Olness (Jul 12, 2022 14:31 CDT)

Chief Labor Relations Officer

Reviewed by the County  
Attorney's Office

*Martina D. M...*

\_\_\_\_\_

Minnesota Public Employees Association

By: *[Signature]*

President

By: *[Signature]*

Steward

DATE: 7/12/2022

DATE: 06/28/2022