

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE COUNTY OF WASHINGTON**

AND

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION
CORRECTIONAL OFFICER UNIT**

January 1, 2026 – December 31, 2028

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2026 - December 31, 2028, between the County of Washington, hereinafter called the EMPLOYER, and MNPEA, hereinafter called the UNION. It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement. The EMPLOYER and the UNION through this Agreement shall continue their dedication to the highest quality service and protection to the residents of Washington County. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minn. Stat. §179A.03, Subd. 8, for all Sheriff's Office personnel in the following job classifications:

Correctional Officer

- 2.2 This excludes temporary employees.
- 2.3 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Minnesota Public Employers Association (MNPEA).
- 3.2 UNION Member: A member of MNPEA.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Office: The Washington County Sheriff's Office.
- 3.5 EMPLOYER: The County of Washington, Minnesota.
- 3.6 Sheriff: The Sheriff of Washington County, Minnesota.
- 3.7 UNION Officer: Officer elected or appointed by MNPEA.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this Agreement neither the UNION, its officers or agents, nor any of the employees covered by this Agreement will cause, encourage, participate in, or support any strike, slowdown, mass absenteeism, mass resignation, or other interruption of or interference with the operation of the Office. In the event that an employee violates this Article, the UNION shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees

who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the sole right to operate and manage all manpower, facilities and equipment in accordance with applicable laws, and regulations of appropriate authorities.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate, in accordance with applicable laws, and regulations of appropriate authorities.

ARTICLE 6. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly UNION dues. Such monies shall be remitted as agreed between the EMPLOYER and the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s). Such notices and announcements shall be submitted to the Sheriff for approval before posting.
- 6.4 The UNION shall represent all members of the unit fairly and without regard to membership or non-membership.
- 6.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement raised by an employee and the UNION against the EMPLOYER involving the violation or application of the specific terms and conditions of this Agreement.
- 7.2 UNION Representative: The EMPLOYER will recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION Representatives and or their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of a grievance as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal

working hours provided that the employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the EMPLOYER.

7.4 Procedure: Grievance, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming violation concerning the interpretation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred or actual knowledge of the alleged violation or the time when the occurrence of the alleged violation should reasonably have been known, present such grievance to the employee's immediate supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will meet with the employee and discuss and give an answer to such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance not resolved in Step 1 and the employee wishes to appeal to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within fourteen (14) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within fourteen (14) calendar days shall be considered waived.

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

Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the UNION shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. Such meeting may be waived by agreement of the parties. The EMPLOYER-designated representative shall give the UNION the EMPLOYER's answer in writing within fourteen (14) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) calendar days shall be considered waived.

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

The parties by mutual agreement may also agree to petition the Bureau of Mediation Services for the utilization of mediation for resolution of grievances.

7.5 Arbitrator's Authority

The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issues not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with,

or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION; provided, if the grievance is clearly decided in favor of the UNION or the EMPLOYER, then the losing party shall be responsible for all the arbitrator's fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, 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 the UNION in each step.

ARTICLE 8. SAVINGS CLAUSE

- 8.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Washington. In the event any provision of the Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of the Agreement shall continue in full force and effect.

ARTICLE 9. SENIORITY

- 9.1 Seniority for benefit accrual shall be determined by the employee's length of continuous employment with Washington County. Classification seniority for purposes of layoff shall be determined on the basis of time in grade and time within specific classifications. Nothing in these articles shall be construed as to abrogate or modify the rules and regulations of the County personnel system. The first two (2) cumulative years served in a Correctional Sergeant classification shall also count toward Correctional Staff seniority. Correctional Sergeants shall have the right to bid back into a Correctional Officer position within two (2) years of becoming a Sergeant without loss of seniority. Employees promoted outside the bargaining unit shall maintain their classification seniority rights in the unit for twelve (12) months.
- 9.2 Except as otherwise stated in this Article, employees in positions outside of the bargaining unit who voluntarily or involuntarily return to positions within the bargaining unit shall only receive seniority credit for the prior time spent in the bargaining unit.

- 9.3 The probationary period is twelve (12) months for newly hired or rehired employees. During the probationary period, a newly hired or rehired employee may be disciplined or discharged at the sole discretion of the EMPLOYER.

For employees promoted from within Washington County, there shall be a trial period of twelve (12) months (except where Veteran's Preference law applies). During the trial period, a promoted or re-assigned employee may be placed in their previous position at the sole discretion of the EMPLOYER.

Upon mutual agreement of the EMPLOYER and the UNION, the probationary or trial period may be extended.

All unpaid leave hours, including but not limited to time as designated Minnesota Paid Leave and/or FMLA, shall extend the probationary period by a commensurate number of hours.

- 9.4 A reduction in the workforce will be accomplished on the basis of classification seniority. An employee to be laid off may bump an employee with the least seniority in a lower paid classification previously held by the more senior employee. Shift and rotation bidding will resume the following calendar year during the shift bid process. If an employee moves to a higher paid classification, time in the higher paid classification will count towards seniority in the lower paid classification. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before any new employee is hired in the classification held by the laid-off employee.

- 9.5 The primary vacation segment period shall be selected on the basis of County seniority for each calendar year. Selections shall be made by employees in order of seniority upon a roster and according to instructions posted by the Sheriff by December 1 through December 31 of each year for the following calendar year.

- 9.6 General Shifts - Bidding: General Correctional Officer shifts for the purpose of bidding are a four-on, two-off schedule with an 8.5 hour day. Employees working such schedule shall be assigned to 8-hour and 30 minute shifts per day or any other schedule mutually acceptable to the EMPLOYER and the majority of the unit.

- 9.7 The Sheriff shall establish assignments and shift schedules and employees shall bid on shifts upon the basis of classification seniority through the use of a posting and bidding system. Such shifts shall be established for a period of one (1) year and then re-posted and rebid by eligible employees. The bidding process shall commence no later than October 16 of each year. Nothing in this provision shall restrict the EMPLOYER from assigning shifts as needed to provide minimum staffing levels.

- 9.8 Employees who are appointed to a Special Project/Limited Duration position pursuant to County Personnel Rules and Regulations and who are converted from special project/limited duration status to regular status shall have two seniority dates upon regular appointment - original date of hire as special project/limited duration employee for benefit earning status, and the date of appointment to regular status for purposes of bidding vacation, shifts, and lay-offs.

A special project/limited duration employee is an employee hired to work on a special or temporary basis where such temporary work has a limited expected duration of less than twelve months except where funded by an outside source and where there is little eventuality

of continued employment by the EMPLOYER in such position after the temporary work assignment. Examples:

- a. Filling vacancies caused by permanent staff on leave of absence.
- b. Temporary workloads or projects.
- c. Positions primarily funded by an outside source.

All employees covered under this AGREEMENT shall be eligible for and be selected for special project/limited duration vacancies. When such special project/limited duration expires, the employee shall be returned to the same classification and step as held prior to the assignment. Any employee returning to a former classification shall retain full seniority rights and benefits as if the employee had never left the classification. In the event the special project/limited duration position becomes a regular appointment, the EMPLOYER does not need to re-post the position. The incumbent in such instances shall retain seniority dates as stated above.

ARTICLE 10. DISCIPLINE

- 10.1 The EMPLOYER will discipline employees who have completed the required probationary period for just cause only. Discipline depending upon the severity of the infraction will be in the form of the following:
 - Oral reprimand;
 - Written reprimand;
 - Suspension;
 - Demotion; or
 - Discharge.
- 10.2 Suspension, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employees will receive a copy of such reprimand and/or notice. The EMPLOYER will give the employee the option to have the EMPLOYER forward a copy of the reprimand and/or notice directly to the UNION.
- 10.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 10.7 Grievances relating to this Article shall be initiated by the UNION in Step 2 at the Grievance procedure.
- 10.8 Choice of Remedy Clause: If, as a result of the written response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to the Step 4 of the Grievance procedure or a procedure such as, but not limited to:

Personnel Board of Appeals, Veterans' Preference, or Human Rights. If appealed to any procedure other than Step 4 of the Grievance procedure, the grievance is not subject to the arbitration procedure as provided in Step 4 of the Grievance procedure. *Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an EMPLOYEE pursuing a statutory remedy is not precluded from also pursuing an appeal under the grievance procedure. If a court of competent jurisdiction rules contrary to EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992) is judicially or legislatively overruled, the italicized portion of this shall be deleted.*

ARTICLE 11. CONSTITUTIONAL PROTECTION

- 11.1 Employees shall have rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12. COMPENSATION

- 12.1 General Adjustment:
Effective January 1, 2026 only, a 3.25% general adjustment shall be applied. Effective January 1, 2027 only, a 3.00% general adjustment shall be applied. Effective January 1, 2028 only, a 2.75% adjustment shall be applied.

Salary Range Adjustment:

Effective January 1, 2026 only, the salary range minimum and maximum will increase 3.25% as a result of the general adjustment. Effective January 1, 2027 only, the salary range minimum and maximum will increase by 3.00%. Effective January 1, 2028 only, the salary range minimum and maximum will increase 2.75%.

Range Movement:

Effective for 2026 only, employees below the maximum of the salary range shall be eligible for a 4.00% range movement increase not to exceed the salary range maximum. Such payment shall be on July 1, 2026.

Effective for 2027 and 2028 only, employees below the maximum of the salary range shall be eligible for a 3.5% range movement increase not to exceed the salary range maximum. Such payment shall be on July 1, 2027 and July 1, 2028 respectively.

New employees hired into the bargaining unit between January 1 and June 30 of each year will not be eligible for a range movement increase until they have at least 12 months of service as a Correctional Officer at Washington County.

Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive general adjustments.

- 12.2 Overtime: Each employee will be paid at one and one-half (1-1/2) the regular hourly rate for each hour in excess of forty (40) hours worked in a seven (7) day workweek or any other work schedule allowed under F.L.S.A.

- 12.3 Compensatory Time: Compensatory time shall be available according to the following provisions:

- 12.3.1 Employees shall be eligible for compensatory time in lieu of paid overtime if such compensatory time is agreed to by the Sheriff and the employee.
 - 12.3.2 The maximum compensatory time accrued shall be sixty (60) hours. Hours earned in excess of forty shall be paid. Up to sixty (60) hours may be carried forward from one calendar year to the next.
 - 12.3.3 Compensatory time usage shall be applied for in the same manner as vacation usage.
 - 12.3.4 Accrued compensatory time cannot be cashed out at any time other than termination or retirement.
- 12.4 Court Time: An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.
- An employee who is scheduled to testify in court during off-duty hours, but the court appearance is cancelled less than 24 hours prior to the scheduled court time, shall be paid three (3) hours of straight time compensation. If the court appearance is cancelled more than 24 hours in advance of the scheduled time, the employee shall not receive any compensation.
- 12.5 Call Back Time: An employee who is called to duty during the employee's scheduled off-duty time shall be credited with a minimum of three (3) hours extra work. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.
- 12.6 Computations: Overtime will be distributed as equally as practicable; overtime refused by employees will be considered as if it had been worked for record purposes in computing equality of distribution. Changes of shifts do not qualify an employee for overtime. Overtime will be calculated to the nearest fifteen (15) minutes. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.7 Night/Shift Differential: Non-qualifying shifts shall be any regularly scheduled shift that is scheduled to begin AND end between 0500 and 1800.
- (a) All other scheduled shifts will qualify for the differential pay.
 - (b) Employees shall be paid shift differential in the amount of \$1.30 per hour for each hour worked in a qualified shift, or portion thereof, including scheduled and unscheduled hours. If the shift qualifies for shift differential, employees will be paid the differential for any portion of the shift worked, including portions worked by a person from a non-qualifying shift who reports early or stays late.
 - (c) If the regular shift qualifies for shift differential, any hours added by the employer at the beginning or end of the shift will also qualify for shift differential.
 - (d) An employee working a non-qualifying shift who stays over for 30 minutes or less to complete incidental tasks, and is not covering a regularly scheduled post, will not receive shift differential.
- 12.8 When an employee becomes qualified and authorized to receive a salary adjustment, it shall be effective on the date eligibility for such adjustment occurs.
- 12.9 Field Training Officer (FTO) Compensation: Employees who are specifically assigned to work as a field training officer will receive one and a half (1.5) hours of straight time

compensation for each assigned shift. FTO’s who train for half the shift or less than half of the shift will receive .75 hours of straight time compensation for each assigned shift.

12.10 Special Assignment Differential Pay: Correctional Officers who are assigned by the Sheriff to work in one of the assignments listed below will receive a 5% salary differential in addition to the Correctional Officer normal pay in the salary range. Such employees removed from this assignment shall receive their normal salary less the 5% differential. Covered assignments:

- a. Jail Programming
- b. Analyst

12.11 Cancellation notice- Shifts that are picked up voluntarily may not be cancelled less than 24 hours in advance.

ARTICLE 13. INSURANCE

13.1 The EMPLOYER agrees to provide medical coverage in accordance with the terms of its group policy with the various providers. The EMPLOYER shall pay the following amounts for single and family coverage under said policies:

Effective January 1, 2026, the County shall pay the following amounts for coverage:

2026

Copay Plan

Employee	\$842.11 per month
Employee + Child(ren)	\$1,109.41 per month
Employee + Spouse	\$1,472.46 per month
Family	\$1,728.96 per month

Open Access \$3,500- 90% HSA

Employee	\$834.44 per month
Employee + Child(ren)	\$1,202.66 per month
Employee + Spouse	\$1,601.70 per month
Family	\$1,892.50 per month

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

Employee	\$822.14 per month
Employee + Child(ren)	\$1,195.53 per month
Employee + Spouse	\$1,607.60 per month
Family	\$1,898.86 per month

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

Employee	\$713.08 per month
Employee + Child(ren)	\$1,036.95 per month
Employee + Spouse	\$1,394.34 per month
Family	\$1,646.97 per month

2027 and 2028

Copay Plan

Employee	86.00% of monthly premium
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Employee + Child(ren)	66.50% of monthly premium
Employee + Spouse	65.25% of monthly premium
Family	65.25% of monthly premium

Open Access \$3,500- 90% HSA

Employee	95.75% of monthly premium
Employee + Child(ren)	81.00% of monthly premium
Employee + Spouse	79.75% of monthly premium
Family	80.25% of monthly premium

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

Employee	99.00% of monthly premium
Employee + Child(ren)	84.50% of monthly premium
Employee + Spouse	84.00% of monthly premium
Family	84.50% of monthly premium

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

Employee	99.00% of monthly premium
Employee + Child(ren)	84.50% of monthly premium
Employee + Spouse	84.00% of monthly premium
Family	84.50% of monthly premium

- 13.2 The EMPLOYER shall provide each employee with group term life insurance coverage in the amount of one times the employee’s annual salary, with a minimum benefit amount of thirty five thousand dollars (\$35,000).
- 13.3 The EMPLOYER agrees to provide each employee with coverage under the EMPLOYER’s long-term disability policy. An employee shall be eligible for coverage the first of the month on or following date of hire.

ARTICLE 14. SICK LEAVE AND SEVERANCE PAY

- 14.1 Sick leave with full pay shall accrue to each employee at the rate of .0462 hour.
- 14.2 Employees may accumulate the unused portion of paid sick leave to a maximum of fifteen hundred (1500) hours.
- 14.3 Once 800 hours of sick leave has been reached, any further accruals of sick leave will be split, one-half (1/2) recorded as annual leave, and the other one-half (1/2) will be added to accrued sick leave.
- 14.4 Sick leave may be authorized for the following reasons with limitations as specified.
 - (a) For illness or injury, dental or medical treatment for the employee or employee’s child pursuant to Minn. Stat. §181.9413. Sick leave usage by the employee may be subject to approval by the department head. The EMPLOYER may require verification for an absence only when there is a rational basis to believe that there is misuse or excessive use of sick leave on the part of the employee, from a recognized medical authority attesting to the necessity of the leave, ability to return to duty or other information deemed necessary.

- (b) Sick leave not to exceed five (5) days (40 hours) in any one instance may be used as a result of a serious illness of the employee's spouse or employee's parents living in the household in those circumstances where no other responsible adult is available to attend to the needs of the ill family member.
- (c) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job related purposes, temporary disabilities and may be treated as any other illness in connection with employment.

- 14.5 An employee must present a physician's statement if requested by the EMPLOYER, attesting to the employee's fitness to return to work.
- 14.6 Employees shall not be entitled to receive sick leave benefits during the period they are qualified to receive disability insurance benefits as provided by the EMPLOYER.
- 14.7 Employees shall receive additional compensation for the preservation of accumulated sick leave. The accumulated sick leave balances for all employees not exempt from this provision, shall be determined at the end of the last payroll period in November. This payment will be calculated on the employee's rate of pay as of December 15 and issued to the employee on or before December 15 of each year. Employees shall receive payment according to the following schedule:

Accumulated Balance	Hours Pay
300 hours	4
400 hours	8
500 hours	12
600 hours	16
700 hours	20

- 14.8 Earned Sick and Safe Time (ESST): Effective January 1, 2026, the parties agree that members of the bargaining unit are not eligible to utilize sick leave for purposes listed under MN Statute 181.9447, subd. 1, clause (4), if bargaining unit members preassigned or foreseeable work duties during a public emergency or weather event would require an employee to respond to such an event.

Effective January 1, 2026, the parties agree that after an employee has utilized the first 48 hours of ESST in a calendar year under the County's policy, employees must provide documentation consistent with the County's leave policies when utilizing additional leave and waive application of MN Statute 181.9447 subd. 3.

- 14.9 Employees shall be eligible for severance pay of accrued sick leave, upon retirement, death, or resignation, in accordance with the following conditions:
 - 14.9.1 The employee shall have an accumulation of at least 480 hours of unused sick leave.
 - 14.9.2 The employee shall have been employed by Washington County for ten (10) years or more, except in cases of death or layoff.
 - 14.9.3 Severance pay for eligible employees who resign, are laid off, or to the employee's estate in the event of death, or who retire from the EMPLOYER and are PERA eligible

shall be paid for one-half (1/2) of accrued sick leave, to a maximum of 400 (four hundred) hours, at the employee's hourly rate of pay, but total payment shall not exceed \$12,000.00 (twelve thousand dollars).

- 14.10 Funeral Leave: An employee shall be granted a paid funeral leave for up to three (3) working days in case of death in the immediate family. Immediate family shall be defined as the employee's spouse, children, step-children, parents, step-parent, siblings, grandparents, grandchildren and shall include parents and siblings of the employee's spouse. If an employee takes time off for the funeral of any other person such time shall be leave without pay unless the employee elects to take vacation or compensatory time. An employee requesting funeral leave shall notify the EMPLOYER as soon as the necessity for such leave is known.
- 14.11 In accordance with the Paid Time Off (PTO) plan, employees participating in PTO are not eligible for funeral leave.

ARTICLE 15. CLOTHING ALLOWANCE

- 15.1 Duty uniform or clothing for each employee shall be designated by the Sheriff.

Effective for 2026, 2027, and 2028 only, each Correctional Officer shall be eligible for a uniform allowance to equal \$755 per year in two (2) equal installments, one (1) on or before February 15 and one (1) on or before August 15 in the following way:

- a) The uniform allowance will be placed directly into an account managed by the Sheriff's Office. The Sheriff's Office will maintain and document the uniform allowance total per individual employee.
- b) Uniforms and duty gear will only be purchased from the Sheriff's Office designated uniform provider with their uniform allowance funds. Invoices will be sent on a monthly basis by the uniform provider to the Sheriff's Office for reimbursement.
- c) Upon receipt of the uniform provider's invoices, the Sheriff's Office will deduct funds from the employee's uniform allowance.
- d) The limit may accumulate to a total of two years' worth of uniform allowance. The balance may be carried over from one year to the next, but may not exceed two years' worth of uniform allowance.
- e) Upon separation of employment from the Sheriff's Office, the employee will be issued payment for the remaining balance of the uniform allowance. Such payment shall be subject to federal and state tax.
- f) The Jail Commander or designee will meet with the Union to clarify what items may be purchased through the designated uniform provider. Once a list of items is determined, items may be added or deleted from the list subject to mutual agreement of both parties.
- g) Employees may use their uniform allowance funds for jail uniform professional dry cleaning. These receipts shall be turned in all at once at the end of each month. The

receipt(s) must detail jail uniform cost only and not be included with personal dry cleaning expenses.

- h) The Sheriff’s Office designee will keep the official accruals and debits of employee uniform allowance usage. The Sheriff’s Office designee will be available to give the employee their individual uniform allowance usage information upon request within a reasonable amount of time.
- i) Employees who go over their uniform allowance fund limit or purchase unauthorized items will reimburse the County within 30 days of notification.
- j) Employees will have the opportunity to dispute their uniform allowance balance and debits with the Jail Commander if they believe an error(s) has occurred.
- k) Employees working a special assignment will be given Uniform Purchase Cards to use in accordance with the County Purchase Card User Agreement Form. Employees working a special assignment do not have a designated vendor and are not restricted on where or what vendor they can use for clothing and gear purchases.

To be eligible for the uniform allowance an employee must be required to wear a uniform and be an employee of record as of the date of the payment.

- 15.2 Initial Uniform: The EMPLOYER shall furnish new employees with an initial uniform complement. No uniform allowance payments shall be made to an employee until the cost of the initial uniform has been fully recovered.
- 15.3 Probationary employees leaving the employment of the EMPLOYER shall return all uniforms and equipment to the EMPLOYER.
- 15.4 An employee may apply for the replacement of personal articles or clothing damaged in the line of duty. The decision to pay for all or part of the replacement costs will be made by the EMPLOYER but is appealable through the grievance procedure. The criteria that will be used by the EMPLOYER will include, but is not limited to, the circumstances of damage, the condition of the article prior to and after the event, the value of the article and the reasonableness of use.
- 15.5 Employees working special duties such as ERT, Dive team, SWAT technical support personnel (robot/drone) will receive initial uniforms and replacement, as needed, provided by the County while assigned to these duties.

ARTICLE 16. VACATIONS

- 16.1 Annual vacation with full pay, shall accrue to each employee in accordance with the following schedule:

<u>Years of Service</u>	<u>Hour/Hours Worked</u>
For Employees hired March 1, 2019 and after: Zero (0) through five (5) years	.0462
For Employees hired February 28, 2018 and prior: Less than five (5) years of service	.0500
Five (5) but less than twelve (12) years of service	.0620
Twelve (12) but less than twenty (20) years of service	.0731

Twenty (20) years of service	.0846
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- 16.2 The vacation periods shall be scheduled by the Sheriff, subject to the provisions of Section 9.4. Maximum vacation accrual shall be two hundred ten (210) hours. Vacation earned in excess of the maximum shall be lost to the employee. Accrual of vacation shall be determined by the use of the employee's date of employment.
- 16.3 Vacation Cash-out. Vacation may be cashed-out up to fifty (50) hours of vacation annually. Cash-out of vacation is limited to once per calendar year. The proportional cash out amount will be set-aside in equal increments each payroll period the year (“year 2”) following the vacation cash-out designation (“year 1”) and paid out in August of that year.

Employees cashing out vacation may elect to distribute the amount as cash, as a HSA Contribution (subject to IRS limits), or as a 457 Plan Contribution (subject to IRS limits), in accordance with County policy. If the employee leaves employment before the cash-out occurred, the accrued hours will be paid as designated up to IRS limits. If the cash-out goes over IRS limits, then the remaining amount will be paid as cash.

ARTICLE 17. PAID-TIME OFF (PTO)

- 17.1 Effective 4/20/2022, all employees hired after this date will be required to participate in the EMPLOYER’S Paid Time Off (PTO) Plan and not in the vacation and sick leave plan. Effective January 1, 2026, the PTO accrual rate for employees with less than five years of service and earning .0769 PTO per hour will increase to 0.0808 PTO per hour. This change will not be applied retroactively.

Years of Service	Accrual per Hour of Service (to maximum hours/days per year)
Less than 5 years of service	.0808 hours per hour (168 hours/21 days per year)
Completed 5 years but less than 10 years of service	.0923 hours per hour (192 hours/24 days per year)
Completed 10 years but less than 15 years of service	.1039 hours per hour (216 hours/27 days per year)
Completed 15 years but less than 20 years of service	.1154 hours per hour (240 hours/30 days per year)
Completed 20 years of service	.1385 hours per hour (288 hours/36 days per year)

- 17.2 PTO periods shall be scheduled by the Sheriff, subject to the provisions of Section 9.5 above.
- 17.3 Earned Sick and Safe Time (ESST): Effective January 1, 2026, the parties agree that members of the bargaining unit are not eligible to utilize PTO leave for purposes listed under MN Statute 181.9447, subd. 1, clause (4), if bargaining unit members preassigned or foreseeable work duties during a public emergency or weather event would require an employee to respond to such an event.

Effective January 1, 2026, the parties agree that after an employee has utilized the first 48 hours of ESST in a calendar year under the County’s leave policies when utilizing additional leave and waive application of MN Statute 181.9447 subd. 3.

- 17.4 Any regular status employee who is laid off, retired or separated from the service of the EMPLOYER, prior to taking PTO, shall be compensated in cash for the unused PTO accumulated at the time of separation, except for PTO cashout as outlined in 17.7 and 17.8.

17.5 Maximum carry-over of PTO from one calendar year to the next is five hundred (500) hours. Any PTO in an employee's account that exceeds 500 hours as of the pay period which includes December 31 each year will be lost to the employee.

17.6 PTO may be used in units of one-quarter (1/4) hour.

17.7 Employees may cash out PTO up to ninety (90) hours one time per year. The proportional cash out amount will be set-aside in equal increments each payroll period the year ("year 2") following the PTO cash-out designation ("year 1") and paid out in August of that year.

Employees cashing out PTO may elect to distribute the amount as cash, as a HSA contribution (subject to IRS limits), or as a 457 Plan Contribution (subject to IRS limits), in accordance with County policy. If the employee leaves employment before the cash-out occurred, the accrued hours will be paid as designated up to IRS limits. If the cash-out goes over IRS limits then the remaining amount will be paid as cash.

17.8 Regular part-time employees may cash-out accrued PTO up to forty-five (45) hours of PTO one time per year. The proportional cash out amount will be set-aside in equal increments each payroll period the year ("year 2") following the PTO cash-out designation ("year 1") and paid out in August of that year.

Employees cashing out PTO may elect to distribute the amount as cash, as a HSA Contribution (subject IRS limits), or as a 457 Plan Contribution (subject to IRS limits), in accordance with County policy. If the employee leaves employment before the cash-out occurred, the accrued hours will be paid as designated up to IRS limits. If the cash-out goes over IRS limits, then the remaining amount will be paid as cash.

ARTICLE 18. DISABILITY

18.1 Any employee who becomes eligible for Workers' Compensation shall be entitled to normal base pay (base hourly rate of pay times FTE) for the first seven hundred twenty (720) hours of such entitlement without charge to accrued annual vacation or sick leave. After the first seven hundred twenty (720) hours of such eligibility, the employee may elect to use accrued annual vacation or sick leave and receive compensation in addition to the temporary total disability, provided that the total of such temporary total disability and accrued annual or sick compensation shall not exceed the employee's base pay during such period. In all cases, upon resolution of the claim, *i.e.*, the employee has returned to full duty, the employee's earnings from workers' compensation and the EMPLOYER will be evaluated for overpayment or underpayment. In either case, the adjustment to the employee's pay will be executed in the next available pay period.

ARTICLE 19. INJURY ON DUTY

19.1 Injury on Duty Involving the Detention of Persons: An employee who is injured on duty involving the detention of persons will have their regular rate of pay supplemented by the EMPLOYER for a period not to exceed two thousand eighty (2,080) hours, or full-time equivalency hours, from the first date of lost time excluding date of injury. Such employee must be under the care of a physician and it must be certified that it is physically impossible for an employee to perform the normal duties.

19.2 Such leave shall not affect an employee's accrued sick leave. The EMPLOYER may grant additional leave at its discretion.

ARTICLE 20. HOLIDAY PAY

20.1 .1 Actual holidays are defined as:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

20.2 Observed: If a holiday falls on a Saturday, the day before shall be observed as the holiday. If a holiday falls on a Sunday, the day after shall be observed as the holiday.

Employees who work on an observed holiday shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked, plus holiday pay.

Employees who work on an actual holiday and do not work the observed holiday will receive premium pay for all hours worked on the actual holiday. Employees who do not work the actual holiday, but work the observed holiday, will receive premium pay for all hours worked on the observed holiday. Employees who work both the actual holiday and the observed holiday shall receive premium pay only for the hours worked on the actual holiday.

There shall be no pyramiding, compounding or other additions to any premium pay.

20.3 Employees assigned to work overtime on an actual holiday will be compensated for all overtime hours worked at two (2) times the base rate.

20.4 Holiday premium hours begin at 00:01 and end at 24:00 hours.

ARTICLE 21. WORKING OUT OF CLASSIFICATION

21.1 An employee assigned to work in a higher classification shall work at their regular rate for the first twelve (12) days each year and from the thirteenth (13) day and thereafter shall be paid the rate of the higher classification. Any employee assigned to work as a Correctional Officer Sgt. shall receive pay at the Correctional Officer Sgt. rate, if such rate is higher, for all hours worked.

ARTICLE 22. LEAVES OF ABSENCE

22.1 Eligibility Requirements: Regular employees shall be eligible for leaves of absence.

22.2 Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to the EMPLOYER. The request shall state the reason for the leave of absence being

requested and the length of time off the employee desires. Authorization, if granted, for a leave of absence shall be furnished to the employee by the EMPLOYER, and it shall be in writing.

22.3 Personal Leave: Leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed for any reasonable period of time in accordance with the Americans with Disabilities Act (ADA).

22.4 Extended Medical Leave: An employee unable to work because of illness or accident who has exhausted paid sick leave, vacation, and Family Medical Leave, may apply for an unpaid leave of absence for medical purposes. Applications for such leave shall be made in accordance with County policies. Existence and extent of illness or disability must be verified by a written statement from a medical provider when requested by the EMPLOYER.

An employee returning from an unpaid leave of absence for medical purposes shall be placed in the employee's department and classification. The returning employee shall be accorded the treatment due to the employee's seniority if the department and/or classification was eliminated during the absence. Employees will return at the same step in the existing salary schedule, will retain promotion rights, and will earn vacation schedule seniority under this paragraph.

22.5 All paid and unpaid leave time associated with documented illness (excluding workers' compensation and ADA) shall not exceed eighteen (18) months in duration.

22.6 Neither benefits and/or individual salary increases shall be earned by employees while on a leave of absence without pay. Employees returning to work after leave without pay will be paid at the same salary step held at the time the leave began.

22.7 The EMPLOYER may cancel a leave of absence at any time the employee utilizes the leave for purposes other than those stated when the leave was granted. An employee may cancel an approved leave of absence and return to work with the approval of the EMPLOYER.

22.8 Jury Duty: Employees who serve on jury duty may keep their per diem amount and choose not to receive pay for the day(s) they served OR receive their regular pay and reimburse the County for their per diem amount received (they must keep the mileage reimbursement). When choosing the second option, the reimbursement should be sent to Financial Services, along with the employee's business unit number. Any employee who is dismissed from jury duty during the work day shall be required to return to work as soon as reasonably possible unless alternative arrangement for other leave have been made.

22.9 Military Leave: Employees who are members of a reserve force of the U.S. or the National Guard or Air National Guard who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the U.S. or the State shall be granted a leave of absence with pay up to a maximum of fifteen (15) working days per year. The employee shall present the EMPLOYER with official copies of the orders received. The employee shall apply for such leave as soon as the necessity for such leave is known.

22.10 Notice: Any employee utilizing jury duty, military or funeral leave shall notify the EMPLOYER of such intent as soon as the necessity for such leave if known.

22.11 Family and Medical Leave: Family and medical leaves of absence up to 12 (twelve) work weeks will be granted with proper documentation. Eligible employees will continue to

receive EMPLOYER contribution for health insurance in accordance with County Policy.

- 22.12 Minnesota Paid Leave Program: Effective January 1, 2026, employees shall be responsible for 50% of the premium to be paid for the County’s participation in the Minnesota Paid Leave Program (or other equivalent program as determined by Washington County that complies with statutory requirements) as required by Minnesota state law.

Pursuant to MN Statute 181.79 and 268B.06, Subd. 5. (c), If it is determined that an employee owes the employer for insurance arrears, or has been overpaid using a combination of Minnesota Paid Leave and paid leave time, employees must reimburse the employer for any overages paid, consistent with state statute, and may do so via payroll adjustment or by issuing the employer a personal check for the amount within the established Washington County Employee Repayment Guidelines. If applicable, employer will reinstate employee paid leave time.

- 22.13 Unpaid Leave: Pursuant to MN Statute 181.79, if it is determined that an employee owes the employer for insurance arrears, employees must reimburse the employer for any overages paid, consistent with state statute, and may do so via payroll adjustment or by issuing the employer a personal check for the amount within the established Washington County Employee Repayment Guidelines.

ARTICLE 23. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 23.1 This Agreement shall represent the complete Agreement between the UNION and the EMPLOYER.
- 23.2 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 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 24. DURATION

Notwithstanding the dates of the signatures, this Agreement shall be effective as of the first (1st) day of January 2026 and shall remain in full force and effect until the thirty-first (31st) day of December, 2028.

APPENDIX A

Effective January 1, 2026, the salary range for Correctional Officers will be as follows:

Correctional Officers: Minimum - \$32.26/hour Maximum - \$44.83/hour

Effective January 1, 2027, the salary range for Correctional Officers will be as follows:

Correctional Officers: Minimum - \$33.22/hour Maximum - \$46.17/hour

Effective January 1, 2028, the salary range for Correctional Officers will be as follows:

Correctional Officers: Minimum - \$34.13/hour Maximum - \$47.43/hour