

COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE COUNTY OF WASHINGTON

AND
MINNESOTA PUBLIC EMPLOYEES
ASSOCIATION

CORRECTIONAL OFFICER SERGEANT/ PUBLIC
SAFETY TELECOMMUNICATOR SUPERVISORS'
UNIT

January 1, 2024 – December 31, 2025

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2024 - December 31, 2025, 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 Sergeant
Administrative Sergeant of Operations
Public Safety Telecommunicator Supervisor

- 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. DISCIPLINE

- 7.1 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.

- 7.2 Suspension, demotions and discharges will be in written form.
- 7.3 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.

- 7.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 7.5 Discharges will be preceded by a five (5) day suspension without pay.
- 7.6 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.
- 7.7 Grievances relating to this Article shall be initiated by the UNION in Step 2 at the Grievance procedure.
- 7.8 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 8. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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 and a request be made to the Bureau of Mediation Services for a panel of arbitrators (unless the UNION and the EMPLOYER agree on an arbitrator) within fourteen (14) calendar days following the EMPLOYER-designated representative's answer in Step 3, or it shall be considered waived.

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

8.5 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.

- 8.6 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 9. CONSTITUTIONAL PROTECTION

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

ARTICLE 10. SAVINGS CLAUSE

- 10.1 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 11. SENIORITY

- 11.1 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.
- 11.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or re-assigned employee may be placed in their previous position at the sole discretion of the EMPLOYER, however, promoted employees may only be terminated for just cause. Upon mutual agreement of the EMPLOYER and the UNION the probationary period may be extended.
- 11.3 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.

- 11.4 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.
- 11.5 The Sheriff shall establish assignments and shift schedules and employees shall bid on shifts upon the basis of 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 1 of each year. Nothing in this provision shall restrict the EMPLOYER from assigning shifts as needed to provide minimum staffing levels.
- 11.6 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.
- 11.7 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 (12) 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 12. COMPENSATION

- 12.1 The UNION agrees to participate in a committee to review and recommend (if appropriate) options to create a hybrid range movement system that is based on years of service and performance.
- 12.2 General Adjustment:
Effective January 1, 2024 only, a 3.75% general adjustment shall occur. In addition, on January 1, 2025 only a 3.75% general adjustment shall occur.

Salary Range Adjustment:

Effective January 1, 2024 only, the salary range minimum and maximum will increase 7.25% as a result of the general adjustment and a market adjustment. Effective January 1, 2025 only, the salary range minimum and maximum will increase by 3.75%.

Range Movement:

Effective for 2024 only, employees below the maximum of the salary range shall be eligible for a 4.5% range movement increase, not to exceed the salary range maximum. Effective for 2025 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 the employee's classification anniversary date.

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

- 12.3 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.
- 12.4 Compensatory Time: Compensatory time shall be available according to the following provisions:
- 12.4.1 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.
- 12.4.2 The maximum compensatory time accrued shall be sixty (60) hours. Hours earned in excess of sixty (60) shall be paid. Up to sixty (60) hours may be carried forward from one calendar year to the next.
- 12.4.3 Compensatory time usage shall be applied for in the same manner as vacation usage.
- 12.4.4 Accrued compensatory time cannot be cashed out at any time other than termination or retirement.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 Night/Shift Differential:
- a. Non-qualifying shifts shall be any regularly scheduled shift that is scheduled to begin AND end between 0500 and 1800.
 - b. All other scheduled shifts will qualify for the differential pay.
 - c. Employees shall be paid shift differential in the amount of \$1.00 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.

- d. 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.
- e. 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.

12.9 When an employee becomes qualified and authorized to receive the adjustment, any salary adjustment provided for in this AGREEMENT shall be effective on the date eligibility for such adjustment occurs.

12.10 Administrative Sergeant of Operations Differential Pay: Employees classified as a Sergeant who are specifically assigned to work in an Administrative Sergeant of Operations assignment will receive a 5% salary differential in addition to the Sergeant's normal salary step on the pay plan. Such employees removed from this assignment shall receive their normal salary step less the 5% differential.

12.11 Promotion to Sergeant: For Correctional Officers in a specialty assignment receiving a 5% pay differential, the promotional offer will be a minimum of 5% to promote to Correctional Officer Sergeant. If the Correctional Officer was not in a specialty assignment receiving a pay differential, the promotional offer will be a minimum of 4% to promote to Correctional Officer Sergeant. Salary upon promotion is determined in accordance with Personnel Rules and Regulations.

12.12 Special Assignment Differential Pay: Correctional Officer Sergeants or Public Safety Telecommunicator Supervisor 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 Sergeant/ Public Safety Telecommunicator Supervisor's normal salary in the salary range. Such employees removed from this assignment shall receive their normal salary less the 5% differential. Covered assignments:

- a. Transport/Juvenile Sergeant
- b. Support Services Sergeant
- c. Sheriff's Administrative Sergeant
- d. Investigations Division
- e. Jail Program Sergeant

ARTICLE 13. WORKING OUT OF CLASSIFICATION

13.1 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.

ARTICLE 14. INSURANCE

14.1 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:

2024

Copay Plan

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

Open Access \$3,200- 90% HSA

Employee	\$831.57 per month
Employee + Child(ren)	\$1,198.51 per month
Employee + Spouse	\$1,596.16 per month
Family	\$1,885.96 per month

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

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

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

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

2025Copay Plan

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

Open Access \$3,200- 90% HSA

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

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

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

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

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

- 14.2 The EMPLOYER shall provide each employee with group term life insurance coverage with a benefit amount of one times the employee's annual salary plus \$10,000.
- 14.3 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 the date of hire.

ARTICLE 15. PAID TIME OFF (PTO)

- 15.1 Effective July 2, 2017, new employees will be on the EMPLOYER'S Paid Time Off (PTO) Plan and all other employees will transition from the previous Sick Leave and Vacation leave systems to the EMPLOYER'S PTO Plan, and the Sick Leave and Vacation leave provisions will cease.

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

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

- 15.2 The PTO periods shall be scheduled by the Sheriff, subject to the provisions of Section 11.4 above.
- 15.3 The EMPLOYER'S PTO cash-out policy applies to this group.

ARTICLE 16. EXTENDED SICK LEAVE

Effective July 2, 2017, Employees shall be eligible for severance pay of accrued extended sick leave, upon retirement, death, or resignation, in accordance with the following conditions:

- 16.1 The employee shall have an accumulation of at least 480 hours of unused sick leave.
- 16.2 The employee shall have been employed by Washington County for ten (10) years or more, except in cases of death or layoff.
- 16.3 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 extended 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).

ARTICLE 17. DISABILITY

- 17.1 Any employee who becomes eligible for Worker's 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 18. INJURY ON DUTY

- 18.1 **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.
- 18.2 Such leave shall not affect an employee's accrued sick leave. The EMPLOYER may grant additional leave at its discretion.

ARTICLE 19. LEAVES OF ABSENCE

- 19.1 **Eligibility Requirements:** Regular employees shall be eligible for leaves of absence.
- 19.2 **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.
- 19.3 **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.
- 19.4 **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.

- 19.5 All paid and unpaid leave time associated with documented illness (excluding workers' compensation and ADA) shall not exceed eighteen (18) months in duration.
- 19.6 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.
- 19.7 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.

- 19.8 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.
- 19.9 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.
- 19.10 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.
- 19.11 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.
- 19.12 Paid Parental Leave: Effective January 1, 2024, the county will provide up to six (6) weeks (240 hours maximum) of Paid Parental Leave (pro-rated for part-time employees) for the birth or adoption of a child in accordance with County policy. This leave shall sunset on 12/31/2025 or on the effective date of the Minnesota Paid Leave program, whichever occurs later.

ARTICLE 20. HOLIDAY PAY

20.1 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.
- 20.3 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.

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

ARTICLE 21. CLOTHING ALLOWANCE

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

21.1.1 Non-Correctional Officer Sergeant employees shall be compensated \$475.00 per year in two (2) equal cash payments: one (1) on or before February 15, and one (1) on or before August 15 for 2022 and 2023.

21.1.2 Each Correctional Officer Sergeant shall be eligible for a uniform allowance in two (2) equal installments, one (1) on or before February 15 and one (1) on or before August 15. In 2022 and 2023, the uniform allowance will be \$750.00.

The allowance will be applied 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. Employees working special duties, ERT, Dive team, SWAT technical support personal (Robot/Drone) will receive initial uniforms and replacement, as needed, provided by the County while so assigned to these special duties.

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.

- 21.2 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.
- 21.3 Probationary employees leaving the employment of the EMPLOYER shall return all uniforms and equipment to the EMPLOYER.
- 21.4 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.

ARTICLE 22. 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.

