

**COLLECTIVE BARGAINING  
AGREEMENT BETWEEN  
THE COUNTY OF WASHINGTON  
AND  
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT  
EMPLOYEES UNION LOCAL NO. 320  
PROBATION OFFICERS**

**January 1, 2024 – December 31, 2025**

## Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT .....	3
ARTICLE 2. RECOGNITION.....	3
ARTICLE 3. UNION SECURITY .....	3
ARTICLE 4. EMPLOYER SECURITY.....	4
ARTICLE 5. EMPLOYER AUTHORITY.....	5
ARTICLE 6. WORK SCHEDULE .....	5
ARTICLE 7. HOLIDAYS .....	6
ARTICLE 8. EMPLOYEE STATUS.....	6
ARTICLE 9. SICK LEAVE.....	7
ARTICLE 10. VACATION .....	8
ARTICLE 11. PAID TIME OFF PLAN .....	9
ARTICLE 12. SEVERANCE PAY .....	10
ARTICLE 13. LEAVES OF ABSENCE.....	10
ARTICLE 14. SENIORITY .....	12
ARTICLE 15. WORK FORCE.....	13
ARTICLE 16. INSURANCE.....	13
ARTICLE 17. COMPENSATION .....	15
ARTICLE 18. DISCIPLINE.....	16
ARTICLE 19. CONSTITUTIONAL PROTECTION .....	17
ARTICLE 20. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.....	17
ARTICLE 21. DEFINITIONS.....	19
ARTICLE 22. WORK RULES .....	19
ARTICLE 23. COMPENSATORY and OVERTIME.....	20
ARTICLE 24. SAVINGS CLAUSE .....	20
ARTICLE 25. COMPLETE AGREEMENT AND WAIVER OF BARGAINING.....	20
ARTICLE 26. DURATION .....	21

## **ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement, to be effective as of January 1, 2024 - December 31, 2025, between the County of Washington, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320, 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 this 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 County of Washington. 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 for the employees in the following unit:

All employees in the classification of Probation Officer, employed by the County of Washington, Stillwater, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) workdays per year, excluding all other employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representatives.

## **ARTICLE 3. UNION SECURITY**

- 3.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the

representative by the first of the succeeding month, after such deductions are made.

- 3.2 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 notice and changes in the position of steward and/or alternate.
- 3.3 The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
  - (1) There shall be no more than one (1) steward and one (1) alternate designated at any one (1) time.
  - (2) Stewards and other employee Union officers shall not leave their work stations without the prior permission of their immediate supervisor(s) and they shall notify their designated supervisor(s) upon their return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances and negotiations.
  - (3) Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Director of Community Corrections or his/her designee and provided the Union representative does not interfere with the work of the employees.
- 3.4 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 Employer for approval before posting.
- 3.5 The Union shall represent all members of the unit fairly and without regard for Union membership or non- membership or other factor.
- 3.6 It is agreed that the Employer's obligation to provide for dues deduction shall continue only for the period of time that such deductions are non-negotiable and required by the Public Employment Labor Relations Act (PELRA).
- 3.7 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### **ARTICLE 4. EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement neither the Union, its officers or agents, or any of the employees covered by the 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 Department. In the event that an employee violates this Article, the Union shall immediately notify any such employee 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 personnel, facilities, and equipment in accordance with applicable laws and regulations or 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.
- 5.3 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, the Employer shall notify the Union when such determination is made but in no case less than thirty (30) calendar days in advance of the implementation of such determination. During said period the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the elimination of positions.

## **ARTICLE 6. WORK SCHEDULE**

- 6.1 This Article is intended only to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 6.2 Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the Director of Community Corrections.
- 6.3 The normal work schedule shall be five (5) eight (8) hour days on duty, Monday through Friday, followed by two (2) days off duty, Saturday and Sunday. Other work schedules may be authorized to accommodate the services performed by the Department.
- 6.4 When adopting a non-traditional schedule, the Employer shall staff such schedules in the following order:
  - (1) Request volunteers from within the Department and classification.
  - (2) If further employees are needed, the Employer shall designate sufficient employees to meet scheduling needs.
  - (3) Non-traditional schedules that result in less than full-time employment will be assigned by seniority; the least senior persons in the classification and Department shall be assigned to the reduced schedule.
  - (4) Prior to the implementation of a reduced hour non-traditional work schedule, the Employer shall meet and confer with the Union and the employees in the affected

classifications and Department concerning the schedule.

- 6.5 The Employer shall give an employee a minimum of fourteen (14) calendar days' notice prior to adopting a Regular non-traditional schedule.
- 6.6 A full-time employee working a temporary non-traditional schedule that provides less than full-time employment shall continue to receive full-time benefits. If the Employer designates a position to regularly be on a reduced non-traditional schedule, employees who volunteered for the position may exercise their rights under Section 6.4 (3) above. A Regular reduced non-traditional schedule shall be accorded benefits on the basis of a part-time employee.
- 6.7 All in-service training shall be at the expense of the Employer

**ARTICLE 7. HOLIDAYS**

7.1 Holidays are defined as:

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

- 7.2 Employees shall be eligible for one (1) floating holiday, up to eight (8) hours per calendar year. The floating holiday shall be scheduled in the same manner as approved time off – and must be used prior to December 31 of each calendar year or it shall be lost. Floating holidays are ineligible to be paid out upon termination. Part-time employees (greater than .35 FTE) will receive floating holiday leave pay on a pro-rata basis equivalent to the budgeted equivalent of a full-time position.
- 7.3 Provided a holiday falls on a Saturday, the day before shall be observed as the holiday. If a holiday falls on a Sunday, the day after shall be observed as the holiday.
- 7.4 Temporary employees are not eligible for holidays.

**ARTICLE 8. EMPLOYEE STATUS**

8.1 A regular part-time employee is an employee who is regularly scheduled to work less than forty (40) hours per week.

Temporary – A temporary employee is an employee who is hired for a limited period of time and the employment is considered temporary in nature. The period of temporary service is not counted as part of any probationary period should an individual subsequently be appointed to a regular position. Temporary employees serve at the will of the department head. Temporary employees are not eligible for county benefits except as mandated by state and federal law.

8.2 A regular or intermittent part-time employee (.5 FTE and greater) shall receive vacation and sick leave, or PTO (paid time off) on a pro-rata per hour basis (up to 40 hours per week).

8.3 Regular and intermittent part-time employees shall earn health insurance coverage (as a proportion of the Employer’s payment to regular full-time employees) in the following amounts:

less than 40 hours	no paid benefits
40 to 59 hours (.5 to .74 FTE)	50%
60 to 79 hours (.75 to .99 FTE)	80%

**ARTICLE 9. SICK LEAVE**

9.1 Sick leave with full pay shall accrue to each employee at the rate of .0462 hours for each full hour of service, to a maximum of forty (40) hours per week.

9.2 One-half (1/2) of any additional hours accumulated beyond eight hundred (800) shall be accrued as vacation; the remaining one-half (1/2) of the additional days accumulated shall be added to accrued sick leave. Any hours accumulated over fifteen hundred (1500) will be lost to the employee.

9.3 Employees may accumulate the unused portion of paid sick leave to a maximum of fifteen hundred (1500) hours.

9.4 Sick leave may be authorized for the following reasons with the limitations as specified:

- (1) For illness or injury, dental, or medical treatment for the employee. Sick leave usage by the employee may be subject to approval by the department head. The Employer may require verification for an absence only when there is a rational basis to believe that there is a misuse of sick leave on the part of the employee, from a recognized medical authority attesting to the necessity of the leave, ability to return to duty, or other information deemed necessary.
- (2) Sick leave may be used for absence due to an illness or injury for up to one hundred sixty (160) hours in any twelve (12) month period. Usage is on the same terms upon which the employee is able to use sick leave for the employee’s own illness or injury.

9.5 An employee must present a physician's statement attesting to his/her fitness to return to

work if requested by the Employer.

- 9.6 Funeral Leave: An employee with traditional vacation and sick leave shall be granted a paid funeral leave of up to three (3) working days in case of death of a member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren and shall include parents, children, and siblings of the employee's spouse. Such leave shall not be deducted from any other accumulated leave and shall be compensated.
- 9.7 Regular and probationary employees who are injured as the result of direct client contact while performing work within the scope of their employment as a Probation Officer for Washington County and by reasons thereof are rendered incapable of performing their duties shall, receive normal base salary (base hourly rate of pay times FTE) ninety (90) days minus any Worker's Compensation or other benefits paid to the employee, and after said ninety (90) days may utilize their accumulated sick leave and vacation leave to supplement other compensation up to an equivalent of normal base salary (base hourly rate of pay times FTE) in accordance with County policy.
- 9.8 An employee receiving Workers' Compensation for a work injury shall be paid for the first three (3) days.
- 9.9 An employee who is receiving Workers' Compensation for an injury received while working for the Employer, may supplement Workers' Compensation with other accumulated benefits in order to receive a normal full salary in accordance with County policy. In no event shall this Section be construed or operate to permit an employee to receive wage and Worker's Compensation benefits exceeding the employee's normal daily wage.
- 9.10 This article does not apply to temporary employees.

## **ARTICLE 10. VACATION**

- 10.1 Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater bargaining unit seniority shall be given his or her choice of vacation period. Bargaining unit seniority shall prevail only prior to May 1 of each year.
- 10.2 If a holiday occurs during the calendar week in which a vacation is taken by any employee, the employee's vacation usage shall be reduced by eight (8) hours.
- 10.3 Any regular employee who is laid off, discharged, retired, or separated from the services of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.
- 10.4 Vacation leave is accrued in accordance with the length of service at the following rates (to a maximum of forty (40) hours worked per week):

Years of Service	Accrual per Hour of Service (to maximum hours/days per year)
Less than 5 years of service	.0500 hours per hour (104 hours/13 days per
Completed 5 years but less than 12 years of	.0620 hours per hour (129 hours/16 days per
Completed 12 years but less than 20 years of	.0731 hours per hour (152 hours/19 days per
Completed 20 years of service	.0846 hours per hour (176 hours/22 days per

- 10.5 Vacation may be accumulated to a maximum of two hundred and ten (210) hours.
- 10.6 Any vacation in excess of the maximum accumulation allowed shall be lost to the employee.
- 10.7 Vacation may be used in units of one-quarter (1/4) hour.
- 10.8 Sixty (60) hours of vacation may be cashed out annually if at least 80 hours of vacation/compensatory time has been used in the previous 12 months. Cash out of vacation is limited to once per calendar year. The cash-out amount will not be paid if the accrual is insufficient at the time the cash-out is processed in August. 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.
- 10.9 This article does not apply to temporary employees.

**ARTICLE 11. PAID TIME OFF PLAN**

11.1 Paid Time Off Plan.

All employees hired after December 5, 2005 will be required to participate in the PTO Plan

a) Accrual Rate:

Years of Service	Accrual per Hour of Service (To maximum hours/days per year)
For Employees hired January 1, 2022 and after:	.0769 hours per hour worked (160 hours/20 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	.0923 hours per hour (192 hours/24 days per year)
Completed 10 years but less than 15 years of	.1039 hours per hour (216 hours/27 days per year)
Completed 15 years but less than 20 years of	.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)

- b) Maximum carry-over of PTO from one calendar year to the next is five hundred (500) hours. All eligible employees participating in PTO shall have their PTO hours over 475 as of December 1<sup>st</sup> each year, deposited into their individual Health Care Savings

Plan (HCSP).

- c) Employees may cash out PTO up to ninety (90) hours annually if at least eighty (80) hours of PTO or compensatory time has been used in the previous twelve (12) months. Cash out of PTO is limited to once per calendar year. The cash-out amount will not be paid if the accrual is insufficient at the time the cash-out is processed in August. 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.

11.2 This article does not apply to temporary employees.

## **ARTICLE 12. SEVERANCE PAY**

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

- (1) The employee shall have an accumulation of at least four hundred eighty (480) hours.
- (2) Severance pay maximum to eligible employees who resign, are laid off, or to the employee's estate in the event of death shall be paid one-half (1/2) of total accrued sick leave at the employee's hourly rate of pay, not to exceed four thousand five hundred dollars (\$4,500).
- (3) Severance pay maximum to eligible employees who retire from the County and are PERA eligible, shall be paid one-half (1/2) of total accrued sick leave at the employee's hourly rate of pay, but total payment shall not exceed eight thousand seven hundred fifty dollars (\$8,750).

12.2 This article does not apply to temporary employees.

## **ARTICLE 13. LEAVES OF ABSENCE**

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

13.2 Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to the Director of Community Corrections or his/her designee, in accordance with County policy. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization, if granted for a leave of absence, shall be furnished to the employee by the Director of Community Corrections or his/her designee and it shall be in writing.

13.3 A request for a leave of absence shall be answered within fourteen (14) calendar days.

13.4 In addition to accrued seniority while on leave of absence granted under the provisions of this Agreement, employees shall be returned to the classification they held at the time the

leave of absence was requested.

13.5 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service in accordance with County policy:

(1) Eligibility - All Washington County employees, including temporary employees.

(2) Purpose - The county will grant leave to employees who are summoned for jury duty, to serve as a juror, or to attend court for prospective jury service pursuant to Minnesota Statute [593.50](#).

Employees are required to provide a copy of the summons to Jury Duty to their supervisor and to Human Resources as soon as possible.

(3) Maximum Length of Leave - Length of leave is dependent on the court request. Any employee who is dismissed from jury duty during the work day is required to return to work as soon as reasonably possible unless alternative arrangements have been made.

(4) Leave Pay Status - An employee has two options regarding their pay status:

Option 1 - Keep their per diem and not receive county pay for the day(s) served, however, the employee may choose to use their accrued leave (PTO, vacation or comp time); OR

Option 2 – Keep their regular pay and reimburse the county for the per diem received (excluding any amounts for mileage and/or parking).

If choosing the second option, the employee must provide a copy of the per diem reimbursement and submit a personal check in the amount of the per diem reimbursement (less mileage and/or parking) upon completion of jury duty. Submit these items to payroll, along with the employee's business unit number.

The employee must notify Human Resources and designate Option 1 or Option 2

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

13.7 Union Business: Employees elected to any Union office or selected by the Union to do work which takes them from their employment duties with the Employer shall, at the written request of the Union, be granted a leave of absence.

13.8 Educational leaves of absence shall be granted in accordance with the personnel regulations.

13.9 Neither benefits nor 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 (which includes any General Adjustments made during the absence)

held at the time the leave began.

- 13.10 Extended Medical Leave: An employee unable to work because of illness or accident who has exhausted paid sick leave, vacation, PTO and Family Medical Leave, shall be granted an unpaid personal leave of absence for medical purposes. Applications of 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. Employees will return at the same salary (which includes any General Adjustments made during the absence) in the existing salary schedule, and will retain promotion rights.
- 13.11 All paid and unpaid leave time associated with documented illness (excluding Workers' Compensation and ADA) shall not exceed eighteen (18) months in duration.
- 13.12 Paid Parental Leave: Effective January 1, 2022, 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. The complete sunset of Paid Parental Leave shall occur on 12/31/2025.

#### **ARTICLE 14. SENIORITY**

- 14.1 County seniority shall be the length of continuous employment with the Employer.
- 14.2 Classification seniority shall be the continuous length of service in a particular classification.
- 14.3 Bargaining unit seniority shall be the continuous length of service in the bargaining unit.
- 14.4 A reduction of the work force shall be accomplished on the basis of inverse classification seniority, provided all initial probationary period and temporary employees in the classification are laid off first. An employee may bump back into a lower classification on the basis of bargaining unit seniority, provided he/she is qualified to perform all the duties of that classification. When an employee bumps into a lower classification to avoid a layoff, his/her new salary shall be the lesser of his/her present salary or the maximum of the new classification.
- 14.5 An employee being laid off retains seniority in the bargaining unit for a period of two (2) years. Employees shall be recalled from layoff according to their bargaining unit seniority. No new employees shall be hired in a classification where employees on such status in the classification desiring to return to the classification have been recalled or upgraded. Notice of recall shall be sent to an employee at his/her last known address by certified or registered mail. An employee must notify the Employer within fourteen (14) calendar days of his/her intention to return to work and must return to work within twenty-eight (28) calendar days of the date of the notice. If an employee fails to notify the Employer or to return to work as agreed, the employee shall be considered as having resigned.

- 14.6 Probationary Period: Employees hired or rehired shall serve a twelve (12) month probationary period. During this probationary period, a newly-hired or rehired employee may be discharged at the sole discretion of the Employer. Promoted employees shall serve a six (6) month probationary period. During the probationary period, a promoted or reassigned employee may be placed in their previous position at the sole discretion of the Employer. Upon mutual agreement, the probationary period may be extended.
- 14.7 Employees promoted outside the bargaining unit shall maintain their classification seniority rights in the unit for six (6) months.
- 14.8 Seniority Lists: Each January, the Employer shall electronically post a Classification Seniority List showing the continuous service of each employee in the bargaining unit. A copy of the Classification Seniority List shall be furnished the Union when it is requested.
- 14.9 Adjusted Continuous Service: An employee's continuous service record shall be adjusted by: unpaid suspensions; or unpaid, non-FMLA leaves of absence.
- 14.10 Breaks in Continuous Service: An employee's continuous service record shall be broken by:
  - voluntary resignation;
  - discharge for just cause; and
  - retirement.
- 14.11 Unit seniority shall be the determining criterion for transfers and promotions only when all other qualifications factors are equal.

**ARTICLE 15. WORK FORCE**

- 15.1 When vacancies occur within the bargaining unit or when new positions are created within the bargaining unit, notices of such vacancies or new positions shall be posted. Any employee wishing to be considered for such vacancy or new position shall apply, in writing, to the Employer.

**ARTICLE 16. INSURANCE**

- 16.1 Regular and part-time employees shall earn health insurance coverage (as a proportion of the Employer's payment to regular full time employees) in the following amounts:

fewer than 40 hours	no paid
40 to 59 hours (.5 to .74 FTE)	50%
60 to 79 hours (.75 to .99 FTE)	80%
80 hours (1.0 FTE)	100%

- 16.2 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 2024, the County shall pay the following amounts for coverage:

**2024**

Copay Plan

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

Open Access \$3,200- 90% HSA

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

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

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

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

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

**2025**

Copay Plan

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

Open Access \$3,200- 90% HSA

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

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

The EMPLOYER shall provide each employee (.50 FTE and greater) with group term life insurance coverage in the amount of one times the employee’s annual salary, with a minimum benefit amount of \$35,000.

- 16.3 The Employer agrees to provide each employee (.5 FTE and above) with coverage under the Employer's long term disability policy. An employee shall be eligible for coverage the first of the month following date of employment; if the date of employment is the first of the month, then coverage is available immediately.
- 16.4 Temporary employees are not eligible for insurance.

**ARTICLE 17. COMPENSATION**

- 17.1 The Union agrees to participate in a committee to review and recommend options to create a hybrid range movement system that is based on years of service and performance.
- 17.2 Effective January 1, 2024 only and January 1, 2025 only, a 3.75% general adjustment shall be applied. When it is determined that an employee’s base salary is above the established salary range, that employee will receive the above-noted general adjustments as a non-base increase.
- 17.3 Effective January 1, 2024 only, the salary range minimum and maximum will increase by 7.25%. In addition, on January 1, 2025 only, the salary range minimum and maximum shall increase by 3.75%.
- 17.4 For 2024 only, employees below the maximum of the salary range shall receive a 4.5% Range Movement on/near the classification anniversary date, not to exceed the salary range maximum. For 2025 only, employees below the maximum of the salary range shall receive a 3.5% Range Movement on/near the classification anniversary date, not to exceed the salary range maximum.
- 17.5 When an employee becomes qualified and authorized to receive a salary adjustment, it shall be effective on the date eligibility for such adjustment occurs.
- 17.6 The Employer will pay an additional \$77.00 per pay period for those Probation Officers that are specifically assigned to serve as a Program Manager Probation Officer.

The Employer will pay an additional \$100.00 per pay period for those Probation Officers that are assigned specifically to Enhanced Supervision Unit Probation Officer.

- 17.7 An employee who is promoted shall receive a salary increase to at least the minimum rate of the new class or at least 4% whichever is greater. If the employee's salary before promotion is above the minimum of the range, the new salary shall be adjusted with a minimum increase of 4%. No employee may receive an increase higher than the new class maximum.
- 17.8 Increases shall be granted until the salary range maximum has been reached.
- 17.9 The Employer may hire an employee within the range for the employee's classification.
- 17.10 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 19 of this Agreement.

#### **ARTICLE 18. DISCIPLINE**

- 18.1 The Employer shall discipline the employees for just cause only. Discipline will be in the form of:
  - (1) Oral reprimand
  - (2) Written reprimand
  - (3) Suspension
  - (4) Reduction
  - (5) Discharge
- 18.2 Suspensions, reductions, and discharges shall be in written form.
- 18.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee shall receive a copy of such reprimands and/or notices. 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.
- 18.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 18.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given the opportunity to have a Union representative present at such questioning.
- 18.6 Election of Remedy: An employee with a contract-related grievance must elect either the appropriate County procedure (which includes Veteran's hearings) or the grievance procedure under this Agreement. In the event the employee elects to pursue a grievance

through another forum outside of the collective bargaining agreement, the employee may not seek a remedy under the grievance procedure of this collective bargaining agreement.

18.7 This article does not apply to temporary employees.

## **ARTICLE 19. CONSTITUTIONAL PROTECTION**

19.1 Employees shall have the rights granted to all citizens by the Constitution of the United States and the Constitution of the State of Minnesota.

## **ARTICLE 20. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

20.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement raised by an employee against the Employer involving the violation or application of the specific terms and conditions of this Agreement.

20.2 Union Representatives: The Employer will recognize representatives designated by the Union and 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 the Union representatives and of their successors.

20.3 Processing a Grievance: It is recognized and accepted by the Union and the Employer that the processing of a grievance hereinafter provided is limited by job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union 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.

20.4 Procedure: Grievances, as defined by Article 19.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the violation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance, in writing, to the employee's immediate supervisor as designated by the Employer. The Employer-designated representative will meet with the employee and discuss, and give, in writing, an answer to such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance not resolved in Step 1 and the employee or the Union 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 this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within fourteen (14) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within fourteen (14) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within fourteen (14) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within fourteen (14) calendar days shall be considered waived.

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

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

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 (PELRA) as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

- 20.5 Arbitrator's Authority: The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the 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 for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If the grievance is clearly decided in favor of the Union or the Employer, the losing party shall be responsible for all the Arbitrator's fees and expenses. 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 born equally.

- 20.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, it shall be considered denied and the Union may elect to appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.
- 20.7 This article does not apply to temporary employees.

## **ARTICLE 21. DEFINITIONS**

- 21.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320.
- 21.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320.
- 21.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 21.4 DEPARTMENT: The Washington County Department of Community Corrections.
- 21.5 EMPLOYER: The County of Washington, Minnesota.
- 21.6 UNION OFFICER: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement employees Union Local No. 320.
- 21.7 UNION STEWARD AND ALTERNATE: Representatives from the bargaining unit designated by the Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320.
- 21.8 DEMOTION/REDUCTION STATUS: When an employee has chosen to voluntarily take a demotion or reduction to avoid a layoff.
- 21.9 Enhanced SUPERVISION: Assigned to an Adult or Juvenile Enhanced Supervision caseload.
- 21.10 PROGRAM MANAGER: Assigned specific program's administrative duties that constitute at least twenty (20) percent of time worked. These duties include, but are not limited to, coordinating the activities of other staff, contract administration, quarterly and annual reporting, policy and procedure development, liaison to outside agencies, and financial administration.

## **ARTICLE 22. WORK RULES**

22.1 The Employer shall have the right to establish reasonable work rules and personnel policies that are not in conflict with the provisions of this Agreement, which shall be equitably and uniformly applied. Prior to the effective day, any work rule or policy shall be electronically posted for a period of fourteen (14) calendar days. In addition, copies shall be furnished to the Union and, when effective, all existing rules and policies shall be furnished to all employees. New employees shall be furnished a copy of all work rules when hired. Any complaint as to the reasonableness of any new or existing rule, or any complaint involving the application of such rules, shall be subject, exclusively, to the County Personnel Rules and Regulations grievance procedure.

### **ARTICLE 23. COMPENSATORY and OVERTIME**

23.1 Employees shall be eligible for compensatory time in lieu of paid overtime if such compensatory time is agreed to by the supervisor and the employee.

- (1) Compensatory time shall be earned at the same rate as paid time would be earned (i.e., premium time rate).
- (2) No employee may accrue more than forty (40) hours of compensatory time.
- (3) Compensatory time off must be approved by the supervisor.
- (4) Any regular employee who is laid off, discharged, retired, or separated from the services of the Employer for any reason, prior to taking his compensatory time, shall be compensated in cash for the unused compensatory time the employee has accumulated at the time of separation.

23.2 Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for work performed in excess of forty (40) hours in a work week. Hours worked shall be considered for the purpose of determining eligibility for overtime compensation.

- (1) Overtime shall be calculated to the nearest fifteen (15) minutes.
- (2) An employee shall not receive overtime compensation unless the overtime work was approved by the EMPLOYER prior to being worked.
- (3) There shall be no pyramiding, compounding or other additions to any premium pay.

23.3 Temporary employees are not eligible for compensatory time.

### **ARTICLE 24. SAVINGS CLAUSE**

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

### **ARTICLE 25. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

25.1 This Agreement shall represent the complete Agreement between the Union and the

Employer.

25.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. 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, 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 26. DURATION**

26.1 Notwithstanding the date of the signatures hereto, this Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect through December 31, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Minnesota Teamsters Local 320

Washington County

Joshua Loahr 3/28/2024  
Business Agent Date

Commissioner Stan Karwowski 4/4/2024  
County Board Chair Date

Kristen Anderson 3/27/2024  
Steward Date

Angela S. Malezny 3/27/2024  
Human Resources Director Date

[Signature] 3/27/2024

Kevin Corbid 4/4/2024

County Administrator

Certificate Of Completion

Envelope Id: 051A320F0EFF4AE0A4828DA31C47AE90

Status: Completed

Subject: Complete with DocuSign: 2024\_2025 TEAMSTERS Probation Officer redline accepted (1).pdf

Source Envelope:

Document Pages: 21

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jennifer Ochocki

AutoNav: Enabled

14949 62nd St. N.

Envelopeld Stamping: Enabled

Stillwater, MN 55082

Time Zone: (UTC-06:00) Central Time (US & Canada)

Jennifer.Ochocki@co.washington.mn.us

IP Address: 156.99.124.145

Record Tracking

Status: Original

Holder: Jennifer Ochocki

Location: DocuSign

3/27/2024 12:44:46 PM

Jennifer.Ochocki@co.washington.mn.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington County

Location: DocuSign

Signer Events

Signature

Timestamp

Angela S. Nalezny

angie.nalezny@co.washington.mn.us

Human Resources Director

Security Level: Email, Account Authentication (None)

Angela S. Nalezny

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Viewed: 3/27/2024 1:17:30 PM

Signed: 3/27/2024 1:17:41 PM

Signature Adoption: Pre-selected Style

Using IP Address: 156.99.124.145

Electronic Record and Signature Disclosure:

Accepted: 3/27/2024 1:17:30 PM

ID: 905ed59b-c1e0-48cb-86ba-f2edf56a85d9

Carson Kulow

carson.kulow@co.washington.mn.us

Security Level: Email, Account Authentication (None)

Carson Kulow

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Viewed: 3/27/2024 1:05:46 PM

Signed: 3/27/2024 1:07:21 PM

Signature Adoption: Drawn on Device

Using IP Address: 156.99.124.145

Electronic Record and Signature Disclosure:

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ID: c78b8989-16c8-4110-a0fc-e4ab277fbbde

Joshua Loahr

jloahr@teamsterslocal320.org

Security Level: Email, Account Authentication (None)

Joshua Loahr

Sent: 3/27/2024 1:00:27 PM

Resent: 3/28/2024 9:27:32 AM

Viewed: 3/28/2024 4:20:53 PM

Signed: 3/28/2024 4:21:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 65.128.229.189

Electronic Record and Signature Disclosure:

Accepted: 3/27/2024 2:37:49 PM

ID: 108442ca-f584-4607-be71-bb43434f5d11

Kristen Anderson

Kristen.Anderson@co.washington.mn.us

Security Level: Email, Account Authentication (None)

Kristen Anderson

Sent: 3/27/2024 1:00:26 PM

Viewed: 3/27/2024 2:58:57 PM

Signed: 3/27/2024 3:02:35 PM

Signature Adoption: Pre-selected Style

Using IP Address: 156.99.124.145

Electronic Record and Signature Disclosure:

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	3/27/2024 2:58:57 PM
Signing Complete	Security Checked	3/27/2024 3:02:35 PM
Completed	Security Checked	3/28/2024 4:21:32 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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From time to time, Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Washington County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [brianna.johnson@co.washington.mn.us](mailto:brianna.johnson@co.washington.mn.us)

**To advise Washington County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [brianna.johnson@co.washington.mn.us](mailto:brianna.johnson@co.washington.mn.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [brianna.johnson@co.washington.mn.us](mailto:brianna.johnson@co.washington.mn.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Washington County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [brianna.johnson@co.washington.mn.us](mailto:brianna.johnson@co.washington.mn.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington County during the course of your relationship with Washington County.