

MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF WASHINGTON
AND
LAW ENFORCEMENT LABOR SERVICES, INC.

LELS LOCAL #214

DEPUTY SHERIFF UNIT

January 1, 2019 – December 31, 2020

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ARTICLE 1. PURPOSE OF AGREEMENT

Notwithstanding the date of the signatures hereto, this Agreement is entered into as of January 1, 2019, between the County of Washington, hereinafter called the EMPLOYER, and the Law Enforcement Labor Services, Inc. Local #214, 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 police 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 classification: Deputy Sheriff.
- 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.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local #214.
- 3.2 UNION Member: A member of the Law Enforcement Labor Services, Inc., Local #214.
- 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 the Law Enforcement Labor Services, Inc., Local #214.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this Agreement neither the UNION, its officers or agents, nor any of the employees covered by this Agreement will cause, encourage, participate in, or support any strike, slowdown, mass absenteeism, mass resignation, or

other interruption of or interference with the operation of the Office. In the event that an employee violates this Article, the UNION shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5. EMPLOYER AUTHORITY

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

ARTICLE 6. UNION SECURITY

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

ARTICLE 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the violation or application of the specific terms and conditions of this Agreement.
- 7.2 UNION Representative: The EMPLOYER will recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION Representatives and or their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance: It is recognized and accepted by the UNION and the

EMPLOYER that the processing of a grievance as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the EMPLOYER.

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

- a. Step 1: An employee claiming violation concerning the interpretation or application of this Agreement shall, within ten (10) 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 discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and the employee wishes to appeal to Step 2, it shall be placed in writing to be signed by the employee (where at least one employee signature is necessary for "class action" grievances on behalf of all similarly situated employees) and the UNION, 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 ten (10) 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 ten (10) calendar days shall be considered waived.
- b. 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 ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) 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 ten (10) calendar days shall be considered waived.
- c. Step 3: A grievance unresolved in Step 2 and that the employee and the UNION wish to appeal to Step 3, shall be placed in writing by the UNION, and 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 ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) 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 to the EMPLOYER, within ten (10) calendar days shall be considered waived.

d. The parties by mutual agreement may agree to petition the Bureau of Mediation Services for the utilization of mediation prior to Step 4.

e. Step 4: A grievance unresolved in Step 3 and appealed in Step 4 by the UNION shall be submitted to arbitration and a request shall be made to the Bureau of Mediation Services for a panel of seven arbitrators (unless the UNION and the EMPLOYER agree on an arbitrator) within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3, subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievance" as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the terms and conditions of this Agreement. Specifically, the arbitrator may not apply outside information to overrule the terms of the contract; may not ignore the language of the contract to pursue the intent of the parties and may not apply the common or accepted law of the shop to countermand or ignore the written terms of the 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 of the arbitrator's services and proceedings shall be borne equally by the COUNTY and the UNION; provided, if a 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; and 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 costs shall be borne equally.

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

appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

ARTICLE 8. SAVINGS CLAUSE

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

ARTICLE 9. SENIORITY

- 9.1 Seniority for benefit accrual shall be determined by the employee's length of continuous employment with Washington County. Classification seniority for purposes of layoff shall be determined on the basis of time in grade and time within specific classifications. Nothing in these articles shall be construed as to abrogate or modify the rules and regulations of the County personnel system.
- 9.2 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 the employee's previous position at the sole discretion of the EMPLOYER. Newly hired and rehired employees shall be subject to a twelve (12) month probationary period.
- 9.3 A reduction in the work force 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. If an employee moves to a higher paid classification, time in the higher paid classification will count towards seniority in the lower paid classification. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before any new employee is hired in the classification held by the laid-off employee.
- 9.4 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.
- 9.5 General Patrol Shifts - Bidding: Deputy Sheriff-Patrol Officer assigned to the general county patrol shall be scheduled to work on a rotating shift basis of five (5) days of work -- two (2) days off followed by four (4) days of work -- two (2) days off followed by five (5) days of work -- two (2) days off and then repeated or any other schedule mutually acceptable to the EMPLOYER and the majority of the unit.
- 9.6 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; bidding

shall be for positions within the assigned work area. Such shifts shall be established for a period of one (1) year and then reposted and re-bid by eligible employees. Nothing in these provisions shall restrict the EMPLOYER from assigning shifts as needed to provide minimum staffing levels.

- 9.7 The Sheriff shall not transfer an employee to or from a police contract area for the purpose of discipline.
- 9.8 Employees in positions outside of the bargaining unit who voluntarily or involuntarily return to positions within the bargaining unit shall only receive seniority credit for the prior time spent in the bargaining unit.
- 9.9 Employees who are appointed to Special Projects pursuant to County Personnel Rules and Regulations and who are converted from special project status to Regular status shall have two seniority dates upon Regular appointment - original date of hire as special project employee for benefit earning status, and the date of appointment to Regular status for purposes of bidding vacation, shifts, and lay-offs.
- 9.10 Employees who go from part-time status as a Patrol Officer/Deputy Sheriff to full-time status as a Patrol Officer/Deputy Sheriff shall have two seniority dates upon conversion to full-time - the original date of hire as a part-time employee for benefit earning status, and the date of appointment to full-time status for purposes of bidding vacation, shifts, and lay-offs.

ARTICLE 10. DISCIPLINE

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

under Article VII.

- 10.8 Choice of Remedy Clause: If, as a result of the written response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to the Step 4 of Article VII or a procedure such as, but not limited to: Civil Service, Veterans' Preference, or Human Rights. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. *Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commissioner, 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 section shall be deleted.*

ARTICLE 11. CONSTITUTIONAL PROTECTION

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

ARTICLE 12. COMPENSATION

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

- 12.2 For years 2019 and 2020 only:

General Adjustment:

- Effective January 1, 2019, a 2.5% general adjustment.
- Effective January 1, 2020, a 2.5% general adjustment.

Salary Range:

- Effective January 1, 2019, the salary range minimum and maximum will increase by 2.5%.
- Effective January 1, 2020, the salary range minimum and maximum will increase by 2.5%.

Range Movement:

- For 2019, a 3.75% range movement according to the schedule in Appendix A, not to exceed the salary range maximum.
- For 2020, a 3.5% range movement according to the schedule in Appendix A, not to exceed the salary range maximum.

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

- 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 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 extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for court time. An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of three hours of time at one and one-half (1-1/2) times the employee's base rate.
- An employee who is scheduled to testify in court during off-duty hours, but the court appearance is cancelled less than 24 hours prior to the scheduled court time, shall be paid three (3) hours of straight time compensation. If the court appearance is cancelled more than 24 hours in advance of the scheduled time, the employee shall not receive any compensation.
- 12.6 Call Back Time: An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the call-back pay. An employee who is called to duty during scheduled off-duty time shall be credited with a minimum of 3 (three) hours of call back pay.
- 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 Dog handlers shall be assigned an additional one-half (1/2) hour per day beyond their scheduled work day and up to an additional one hour on non-work days for the training, exercise and care of the dog. Such assignments shall be subject to the regulations of the Sheriff's Office. All assigned additional hours shall be compensated at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay.
- 12.9 Night Differential: Employees shall be paid night differential for each hour worked in a full shift, when the majority of the hours fall between 6:00 P.M. and 6:00 A.M. with amounts beginning in the first full pay period of each year: \$1.00/hr.

- (a) When an employee becomes qualified and authorized to receive the adjustment, it

shall be effective on the date eligibility for such adjustment occurs.

- 12.10 Deputy Sheriff/Investigator Differential Pay: Employees classified as Deputy Sheriff/Patrol Officer who are specifically assigned to work in an Investigator assignment will receive a 5% salary differential in addition to the officer's normal salary in the salary range. Such employees removed from this assignment shall receive their normal salary less the 5% differential.
- 12.11 Field Training Officer Compensation: Employees who are specifically assigned to work as a field training officer will receive one and one-half (1.5) hours of straight time compensation for each assigned shift.
- 12.12 For regular part-time employees all wage progression will be given according to the schedule in Appendix A, based on the employees date of hire as a Patrol Officer/Deputy Sheriff. .
- 12.13 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.

ARTICLE 13. INSURANCE

- 13.1 The EMPLOYER agrees to provide health insurance coverage in accordance with the terms of its group policy with the various providers. The EMPLOYER shall pay the following amounts:

2019

\$35 Copay Plan

Employee:	\$668.00 per month
Employee + Child(ren)	\$808.00 per month
Employee + Spouse	\$1093.00 per month
Family	\$1283.00 per month

\$900 Deductible / 75% Plan

Employee:	\$604.00 per month
Employee + Child(ren)	\$808.00 per month
Employee + Spouse	\$1093.00 per month
Family	\$1283.00 per month

\$2,700 Deductible / 90% Plan

Employee:	\$582.69 per month
Employee + Child(ren)	\$808.00 per month
Employee + Spouse	\$1093.00 per month
Family	\$1283.00 per month

2020 Reopener

- 13.2 The EMPLOYER shall provide each employee with group term life insurance coverage with a benefit amount of twenty thousand dollars (\$20,000).
- 13.3 The EMPLOYER agrees to provide each employee with coverage under the EMPLOYER'S long-term disability policy. An employee shall be eligible for coverage the first of the month on or following date of hire.
- 13.4 The EMPLOYER shall fund an additional amount of flex credits to the Cafeteria Benefits Plan for active employees in the amount of \$70.00/month for 2019 and 2020.
- 13.5 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% |
- 13.6 Affordable Care Act. In the event the health insurance provisions of this Agreement appear that they will fail to meet the requirements of the Affordable Care Act and its related regulations or cause the EMPLOYER to be subject to a penalty, tax or fine, the Union and the EMPLOYER will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the EMPLOYER. The EMPLOYER reserves the right to provide coverage in addition to the coverage described herein in order to manage the potential penalties to which the EMPLOYER may be subject. Such coverage will be considered bargained but specifically will not be considered part of the aggregate value of benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

ARTICLE 14. SICK LEAVE AND SEVERANCE PAY

- 14.1 Sick leave with full pay shall accrue to each employee at the rate of .0462 hours for each hour of service (not to exceed forty (40) hours in a week).
- 14.2 Employees may accumulate the unused portion of paid sick leave to a maximum of fifteen hundred (1500) hours.
- 14.3 Once 800 hours has been reached, any further accruals of sick leave will be split, one-half (1/2) recorded as annual leave, and the other one-half (1/2) will be added to accrued sick leave.
- 14.4 Sick leave may be authorized for the following reasons with limitations as specified:
- (a) For illness or injury, dental or medical treatment for the employee or employee's child pursuant to Minn. Stat. §181.9413.
 - (b) Sick leave used for absences due to an injury or illness to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild,

grandparent, or stepparent, is limited to 160 hours in any 12 month period.

- (c) Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities and may be treated as any other illness in connection with employment.
- (d) Sick leave usage by the employee may be subject to approval by the department head. The EMPLOYER may require verification for an absence only when there is a rational basis to believe that there is misuse or excessive use of sick leave on the part of the employee, from a recognized medical authority attesting to the necessity of the leave, ability to return to duty or other information deemed necessary.

14.5 An employee must present a physician's statement attesting to the employee's fitness to return to work if requested by the EMPLOYER.

14.6 Employees shall not be entitled to receive sick leave benefits during the period they are qualified to receive disability insurance benefits as provided by the EMPLOYER.

14.7 Employees shall receive additional compensation for the preservation of accumulated sick leave. The accumulated sick leave balances for all employees not exempt from this provision, shall be determined at the end of the last payroll period in November. Employees shall receive payment according to the following schedule:

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

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

14.8.1 The employee shall have an accumulation of at least sixty (60) days of unused sick leave.

14.8.2 The employee shall have been employed by Washington County for ten (10) years or more, except in cases of death or layoff.

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

Severance pay maximum for eligible part-time employees will be based on full-time equivalency not to exceed eight thousand, five hundred dollars (\$8,500.00).

- 14.9 Funeral Leave: An employee shall be granted a paid funeral leave for up to three (3) working days, in case of death in the immediate family. Immediate family shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren and shall include parents and siblings of the employee's spouse. If an employee takes time off for the funeral of any other person such time shall be leave without pay unless the employee elects to take vacation or compensatory time. An employee requesting funeral leave shall notify the EMPLOYER as soon as the necessity for such leave is known.

ARTICLE 15. CLOTHING ALLOWANCE

- 15.1 Maximum annual EMPLOYER contribution for full-time and part-time employees shall be as follows:

2019 Eight hundred thirty dollars (\$830)
2020 Eight hundred fifty five dollars (\$855)

The uniform allowance shall be implemented through a plastic purchasing card and applied as follows:

- a. Each employee will receive a personalized plastic purchasing card.
 - b. The card will include a dollar amount limit representing the annual uniform allowance.
 - c. An employee may allow the limit to 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.
 - d. If the employee leaves the County Sheriff's Office, the employee will be issued payment for the balance remaining on the card. Such payment shall be subject to federal and state tax.
 - e. The Sheriff or designee will meet with representatives of the UNION to clarify what items may be purchased with the plastic purchasing card or qualify as uniform items.
 - f. Once a list of items is determined, items may be added or deleted from the list subject to mutual agreement of the parties.
 - g. An employee will submit a form on a monthly basis that states the uniform item(s) purchased and copies of the receipts or sales slips.
 - h. The employee will reimburse the County for the purchase of unauthorized items or when the employee's balance is exceeded.
- 15.2 Initial Uniform: The purchase of uniforms is the responsibility of the employee. The EMPLOYER will pay an amount equal to a one-year uniform allowance toward the initial purchase. If the employee's probationary period ends prior to July 1, the employee will receive the regular uniform allowance following the end of the employee's probationary period. If the employee's probationary period ends on or after July 1, the employee will receive the uniform allowance beginning with the next calendar year.
- 15.3 Probationary employees leaving the employment of the EMPLOYER shall reimburse the EMPLOYER for a portion of the amount paid by the EMPLOYER for the initial purchase. The amount will be determined on a pro-rata basis over the twelve-month period, i.e.; for a probationary employee leaving after seven (7) months of employment, the amount reimbursed to the EMPLOYER would be 5/12 of the initial amount. The

uniforms are the property of the employee.

- 15.4 An employee may apply for the replacement of personal articles or clothing damaged in the line of duty. The decision to pay for all or part of the replacement costs will be made by the EMPLOYER and shall not be appealable. 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 16. VACATIONS

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

<u>Years of Service</u>	<u>Hour/Hours Worked</u>
For Employees hired January 1, 2019 and after: Zero (0) through five (5) years	.0423
For Employees hired December 31, 2018 and prior: Zero (0) through five (5) years	.0462
Six (6) through eleven (11) years	.0577
Twelve (12) through fifteen (15) years	.0731
Sixteen (16) or more years	.0808

- 16.2 The vacation periods shall be scheduled by the Sheriff, subject to the provisions of Section 9.4 above. Maximum vacation accrual shall be two hundred ten (210) hours.

Vacation earned in excess of the maximum shall be lost to the employee. Accrual of vacation shall be determined by the use of the employee's date of employment.

- 16.3 Vacation Cash-out: Vacation may be cashed-out up to fifty (50) hours of vacation annually if at least eighty (80) hours of vacation/compensatory time has been used in the previous twelve (12) months. Cash-out of vacation is limited to once per calendar year.
- 16.4 Regular part-time employees may cash-out accrued vacation up to twenty-five (25) hours of vacation annually if at least forty (40) hours of vacation/compensatory time has been used in the previous twelve (12) months. Cash-out of vacation is limited to once per calendar year.

ARTICLE 17. DISABILITY

- 17.1 Any employee who becomes eligible for Worker's Compensation shall be entitled to full pay (base hourly rate of pay times FTE) for the first ninety (90) calendar days of such entitlement without charge to accrued annual vacation or sick leave in accordance with County policy. After the first ninety (90) days of such eligibility, the employee may elect to use accrued 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 vacation or sick compensation shall not exceed the employee's full compensation

(base hourly rate of pay times FTE) during such period.

ARTICLE 18. INJURY ON DUTY

- 18.1 Injury on Duty Involving the Apprehension of Persons: The EMPLOYER shall grant a leave of absence with full pay (base hourly rate of pay times FTE), for a period not to exceed one (1) year, to an employee injured in the line of duty while attempting to apprehend or apprehending a person. 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 Injury Unique to Law Enforcement: An employee injured in the line of duty in an occurrence unique to law enforcement shall receive full pay (base hourly rate of pay times FTE) for the first 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 full pay (base hourly rate of pay times FTE) in accordance with County policy.
- 18.3 Such leave shall not affect an employee's accrued sick leave. The EMPLOYER may grant additional leave at its discretion.

ARTICLE 19. HOLIDAY PAY

- 19.1 All employees in the unit who are normally not scheduled to work on the actual holidays shall receive a paid day off for the days listed below. All employees in the unit who are normally scheduled to work on the actual holidays shall be monetarily compensated for holidays on an accrual basis and such payment shall be made to the employee on or before December 15 of each calendar year or at the termination of employment if such termination occurs before December 15. Employees who are assigned to 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. For the purpose of this section the eligible holiday shall be the observed holiday rather than the actual holiday if such days are different.
- Employees working on an actual holiday will receive premium pay for all hours worked on that day. Employees who do not work the actual holiday, but are scheduled to work the observed holiday, will receive premium pay for all hours worked on that day. Employees scheduled to work both the actual holiday and the observed holiday shall receive premium pay for the hours worked on the actual holiday.
- 19.2 Computation of holiday pay shall be based on the employee's hourly pay rate as of December 15 of the calendar year or the employee's hourly rate of pay at the time of the employee's termination of employment should such termination occur prior to December 15. A holiday shall consist of eight (8) hours in that day.
- 19.3 Actual Holidays are defined as:

New Year's Day	January 1
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 Day	December 24
Christmas Day	December 25

- 19.4 A floating holiday shall be provided for all non-probationary employees. The floating holiday must be scheduled in the same manner as vacation. If the floating holiday is not taken prior to December 1 of each year it shall be lost to the employee.
- 19.5 When 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. Patrol Officers, who do not receive weekends off, shall receive an additional twenty (20) hours of holiday credit per year added to the December 15 payment.
- 19.6 Regular status part-time employees will receive holiday pay on a pro-rata basis based on their budgeted FTE (Full-Time Equivalent).
- 19.7 Employees who work non-traditional work schedules shall receive holiday pay equivalent to budgeted FTE (Full-Time Equivalent) status per holiday. If such holiday pay results in a work week of less than normally scheduled hours for an employee, that employee may supplement that work week with vacation time, compensatory time, or leave without pay.
- 19.8 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 20. WORKING OUT OF CLASSIFICATION

- 20.1 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 21. LEAVES OF ABSENCE

- 21.1 Eligibility Requirements: Regular employees shall be eligible for leaves of absence.
- 21.2 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.
- 21.3 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.
- 21.4 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. Such leave may not exceed nine (9)

months in duration. 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 the employee's seniority if the department and/or classification were 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.

- 21.5 All paid and unpaid leave time associated with documented illness (excluding workers' compensation) shall not exceed eighteen (18) months in duration.
- 21.6 Neither benefits 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.
- 21.7 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.
- 21.8 Court Duty: Employees who serve on jury duty or who are subpoenaed or called as a witness 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 has been made.
- 21.9 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.
- 21.10 Notice: Any employee utilizing jury duty, military or funeral leave shall notify EMPLOYER of such intent as soon as the necessity for such leave is known.
- 21.11 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 County contribution for health insurance in accordance with County Policy.
- 21.12 Paid Parental Leave: Effective January 1, 2019, the county will provide three (3) weeks of Paid Parental Leave (pro-rated for part-time employees) for the birth or adoption of a child.

ARTICLE 22. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 22.1 This Agreement shall represent the complete Agreement between the UNION and the EMPLOYER.
- 22.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 23. DURATION

- 23.1 This Agreement shall be effective as of the first (1) day of January 2019 and shall remain in full force and effect until the 31st day of December 2020.

In witness whereof, the parties hereto have executed this Agreement.

FOR THE COUNTY OF WASHINGTON

FOR LAW ENFORCEMENT LABOR
SERVICES LOCAL #214

Chair, Washington County Board

Business Agent

Dated: _____

Dated: _____

County Administrator

President

Dated: _____

Dated: _____

County Sheriff

Dated: _____

Human Resources Director

Dated: _____

APPENDIX A

Date Range Movement Occurs By Year Hired

Year Hired	CBA Year 2019	CBA Year 2020
2020	Classification date	Classification date
2019	Classification date	Classification date
2018	Classification date	Classification date
2017	Classification date	Classification date
2016	Classification date	Classification date
2015	Classification date	Classification date
2014	Classification date	Classification date
2013	Classification date	Classification date
2012	Classification date	Classification date
2011	Classification date	12/1/2020
2010	9/1/2019	9/1/2020
2009	7/1/2019	7/1/2020
2008	5/1/2019	5/1/2020
2007	3/1/2019	3/1/2020
2006	12/1/2019	12/1/2020
2005	9/1/2019	9/1/2020
2004	7/1/2019	7/1/2020
2003	5/1/2019	5/1/2020
2002	3/1/2019	3/1/2020
2001	2/1/2019	2/1/2020
2000	12/1/2019	12/1/2020
1999	9/1/2019	9/1/2020
1998	7/1/2019	7/1/2020
1997	5/1/2019	5/1/2020
1996	3/1/2019	3/1/2020
1995-1992	2/1/2019	2/1/2020

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the County of Washington (hereafter “County”) and Law Enforcement Labor Services, Inc. Local #214 (hereafter “Union”).

WHEREAS, the County and the Union agreed during contract negotiations to create a Memorandum of Agreement regarding the application of the Vacation Cash-Out language in Article 16,

NOW, THEREFORE, the parties hereto have agreed to the following:

1. As described in Article 16, employees meeting the criteria stated therein are still eligible to request a cash-out of accrued Vacation time. However, employees choosing a cash-out of accrued Vacation must select this prior to the end of 2018 and subsequently during the annual benefits open enrollment period.
 - a. Starting in 2019, cash-out payments will be made in August. This reflects when full-time employees who accrue time off at the lowest rate can reach 50 hours of vacation. No cash-out payments will be made at any other time during the year.
 - b. The cash-out amount will not be paid if the accrual is insufficient at the time the cash-out is paid in August.
2. Use of a Vacation cash out for purchase of benefits in the following year, as described in Article 16, will no longer be offered as an option beginning for the year 2019.
3. Use of a Vacation cash out for contribution to a Health Savings Account (HSA) in the following year, will be available but will only be made in August.

This memorandum represents the full and complete agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed this ____ day of ___, 2018.

LAW ENFORCEMENT LABOR
SERVICES LOCAL #214

WASHINGTON COUNTY

Business Agent Date

Human Resources Director Date

President Date