

Agreement Number: A101677

Agreement Between
HENNEPIN COUNTY
and the
HENNEPIN COUNTY SHERIFF'S DEPUTIES ASSOCIATION
Law Enforcement Unit

January 1, 2010 - December 31, 2011

Note: New language is ***bold/italic and/or shaded***. Please exercise care in administering such new language. Contact your Labor Relations Representative at 612-348-5010 with any questions.

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ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT

- Section 1.** This AGREEMENT, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and Hennepin County Sheriff's Deputies Association, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:
- A. Express in written form the complete AGREEMENT between the parties on hours, wages and other conditions of employment and to specify the duration of this AGREEMENT;
 - B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the express provisions set forth in this AGREEMENT;
 - C. Specify the full and complete understanding of the parties;
 - D. Improve and promote greater individual productivity and quality of services; and
 - E. Ensure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication. The parties recognize that this AGREEMENT is not intended to modify any of the authority vested in the County of Hennepin by the statutes and laws of the State of Minnesota.

ARTICLE 2 - RECOGNITION

- Section 1.** The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, 179A.03, for a unit of all licensed essential employees of the Hennepin County Sheriff's Office in the classifications as listed in the Article herein titled "Salary Rates," whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding supervisory and confidential employees. The following is a list of positions which are considered supervisory and/or confidential:
- A. Administrative Aides and Administrative Assistants.
 - B. Administrative Secretary, Secretaries to Sheriff's Inspectors and Division Heads of Traffic, Radio and Water Patrol.
 - C. Internal Affairs Investigators.

- Section 2.** The UNION recognizes the Labor Relations Representative designated by the Labor Relations Director, as the representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this AGREEMENT. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the signature of the EMPLOYER's designated Labor Relations Representative is affixed thereon.

- Section 3.** The EMPLOYER, in accordance with the provisions of Minnesota Statutes 179A.06 agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this AGREEMENT either individually or collectively which in any way conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative.

ARTICLE 3 - DEFINITIONS

- Section 1.** The following terms used in this AGREEMENT shall be defined as follows:
- A. **BASE PAY RATE:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, stability or any other special allowances.
 - B. **COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
 - C. **CURRENT:** Shall mean the present time period as designated such as hour, day, month, year.
 - D. **DAYS:** Unless otherwise indicated, means working days (Monday through Friday exclusive of holidays). A "work day" shall be the 24 hours following the start of the employee's eight (8) consecutive hour shift.
 - E. **DEMOTION:** A change from a position in one work classification to a position in another work classification with less responsible duties and lower compensation.
 - F. **DEPARTMENT:** An organizational unit of Hennepin County Government.

- G. **EMERGENCY:** A crisis situation or condition so defined by the EMPLOYER.
- H. **EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in Article 2, Section 1 herein, who has been employed on the basis of permanent appointment to a continuing position.
- I. **EMPLOYER:** County of Hennepin or its designated representative(s).
- J. **FULL TIME:** A work schedule equivalent to an average of 2,080 regular hours per year.
- K. **LAY OFF:** Separation from service with the EMPLOYER necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations. When such separation is due to emergency circumstances, only a separation of fifteen (15) calendar days shall be considered a layoff.
- L. **LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.
- M. **PART TIME:** An individual so designated by the EMPLOYER whose normal work schedule consists of fewer hours than the full-time schedule.
- N. **PERMANENT EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition" who has completed the required probationary period for newly employed, re-employed or reinstated employees, who has been employed on the basis of permanent appointment to a continuing position.
- O. **PROBATIONARY PERIOD:** The first *twelve (12) calendar months* of service of newly hired, rehired or reinstated employees, and the first *six (6) calendar months* of service following a promotional appointment or transfer. The probationary period for a reinstated employee may be modified or waived at the discretion of the EMPLOYER, provided such modification or waiver is stated in writing. "Promotion" as used within this definition of Probationary Period refers only to promotions between licensed peace officer classifications. In the unit represented by Hennepin County Sheriff's Deputies Association, these classifications include Deputy Sheriff, Sheriff's Detective, and Crime Laboratory Technician. Employees who receive promotions between any two of these classifications shall serve a probationary period of *six (6) calendar months* of service.
- P. **PROMOTION:** A change of an employee from a position in one work classification to a position in another work classification with higher compensation among other factors.
- Q. **PYRAMIDING:** The payment of more than one form of premium compensation for the same hour of work.
- R. **REGULAR HOURS:** Time on compensated payroll status exclusive of overtime hours.
- S. **REINSTATEMENT:** Re-employment of a former permanent or probationary employee in a work classification to which he/she was assigned prior to termination.
- T. **SHERIFF:** Designated representative of the EMPLOYER.
- U. **TEMPORARY EMPLOYEE:** An individual so designated by the EMPLOYER who is hired in a non-continuing position.
- V. **TERMINATION IN GOOD STANDING:** Any termination other than dismissal for disciplinary reasons and for which a terminating employee has given appropriate notice as required by the EMPLOYER.
- W. **TRANSFER:** A change of an employee from one position to another position in the same work classification in another organizational unit, or to another work classification in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- X. **UNION:** Hennepin County Sheriff's Deputies Association.
- Y. **UNION MEMBER:** A member of the UNION.
- Z. **STEWARD:** An employee officially designated in writing by the UNION for the purposes of investigating and presenting grievances to the EMPLOYER.
- AA. **CLASSIFICATION:** The grouping of positions into classes with regard to duties and responsibilities.

Section 2. Notwithstanding the definitions of a full month of service, of the payroll period, or of the full work year or of other periods of work that appear in this Article and in other provisions of this AGREEMENT, the EMPLOYER shall compensate those who are required to work a fixed 6-3 schedule (or a variation thereof, as described in the Decision and Award in the impasse arbitration in Minnesota Bureau of Mediation Services (herein after BMS) Case No. 83-PN-52-A, dated July 13, 1983) by either of the following methods, as the EMPLOYER may choose.

- A. By continuing the past practice of waiving 21 hours of work per year and of calculating contractual benefits, such as, but not limited to, the right to overtime compensation and vacations accumulation, by basing such calculations on a 1,944 hour work year.

- B. By paying each such employee who is required to work a 2,080 hour work year an additional 1.5% of his/her salary, as compensation for being required to work a 6-3 schedule. Employees may at their option apply time worked which would otherwise be paid at time and one-half towards the makeup hours at the straight time rate, except that when makeup hours owed reach 16 hours, such makeup hours shall be applied at the straight time rate to any hours worked which would otherwise be paid at the time and one-half rate.

Section 3. Deputies assigned to the Jail to a 6-3 work schedule of 8.5 hour shifts shall not be required to work makeup hours nor shall they be entitled to the 1.5% salary premium as provided for in Section 2 above. Deputies assigned to work this schedule shall also attend 12 hours of mandatory training as part of their normal schedule.

ARTICLE 4 - PART-TIME EMPLOYEES

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

ARTICLE 5 - UNION SECURITY

Section 1. In recognition of the UNION as the exclusive representative:

- A. The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purposes by the UNION;
- B. The EMPLOYER shall remit such deductions to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made;
- C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld; and
- D. Such dues deductions shall be cancelled by the EMPLOYER upon written request by the employee.
- E. In accordance with Minn. Stat. §179A.06, subd. 3, any employee covered by the terms of this AGREEMENT, who is not a member of the Association, will be required to contribute a fair share fee for services rendered by the Association.

Section 2. The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under all provisions of Section 1 of this Article, including the deduction and remittance of any fair share fees.

Section 3. The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the EMPLOYER, in writing, of such choice and the designation of successors to former stewards. The UNION shall also certify to the EMPLOYER a current list of any non-employee business representative(s) upon execution of this AGREEMENT.

- A. For the purposes of investigating and presenting grievances to the EMPLOYER, the EMPLOYER agrees to recognize stewards and the president certified by the UNION as provided in this section subject to the following stipulations:
 - 1. There shall be no more than six (6) stewards.
 - 2. At any one time one (1) steward or the president may be granted permission to investigate and present a specific grievance to the EMPLOYER.
 - 3. The steward or president may interrupt his/her work for a reasonable amount of time for the purpose of union business with approval of his/her designated supervisor(s), and they shall notify his/her designated supervisor(s) upon resumption of his/her work. Interruption of work for union business shall be limited to the investigation and presentation of grievances to the EMPLOYER or Arbitrator.
 - 4. Should the EMPLOYER request the presence of the union president or other union officer at any meeting regarding management/union matters, such union president or officer shall be paid at his/her regular base pay rate for all hours spent in such meeting.

- B. Non-employee business representatives of the UNION, previously certified to the EMPLOYER as provided herein, may, with approval of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances. The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYER's time. The UNION may use the EMPLOYER's premises or facilities for UNION business with prior approval of the EMPLOYER.
- C. The UNION bulletin board will be open so any member of the UNION or its representatives may post any items of official UNION business. The EMPLOYER will be given a copy of posted material. The EMPLOYER agrees to allow the UNION to use designated EMPLOYER bulletin boards for the purpose of posting notices of UNION meetings, union elections, union election returns, union appointments to office, and non-political union recreational or social affairs, current collectively bargained agreement and arbitration awards and court decisions emanating therefrom, official minutes of union meetings providing there shall be no editorializing, instructions regarding the procedure to join the UNION, and any other items specifically approved by the EMPLOYER. All posted materials must be signed by an authorized union representative and also the EMPLOYER representative where specific approval of the EMPLOYER is required. It is agreed that the contents of any items posted shall not express opinions derogatory towards the Sheriff's administration.
- D. The UNION shall have access to the EMPLOYER's electronic (e-mail) system for the purpose of communicating official union business. The use of the e-mail system by the UNION shall be limited to the same purposes and the same restrictions and requirements as provided in paragraph C above relating to the posting of items on the UNION bulletin board. In addition, the UNION agrees to request prior authorization from the EMPLOYER's Labor Relations Department prior to the use of the e-mail system for any mass communication.

Section 4. There shall be no solicitation or request for support in any form by employees whether on or off duty, for social events or other reasons utilizing the relationship with the EMPLOYER expressly or implicitly, except with prior written approval of the EMPLOYER.

ARTICLE 6 - EMPLOYER AUTHORITY

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

ARTICLE 7 - SENIORITY

Section 1. Seniority shall be defined as follows:

Seniority: For employees who were employed as licensed deputies prior to January 1, 1994, seniority shall be defined as an Employee's length of service in any work classification covered by any past or present agreement between the EMPLOYER and the UNION or its predecessor from the most recent day of hire.

For those Employees who are employed as licensed deputies after January 1, 1994, seniority for the purpose of selecting vacancies, shifts and vacations shall be based upon an Employee's length of service in any classification covered by this agreement.

Employees who are promoted to the Licensed Deputies' Unit continue to earn wages and benefits as specified in the Licensed Deputies' Bargaining Unit Agreement based on their total years in the combined units.

Employees promoted to supervisory positions will retain seniority earned in a position represented by the Licensed Deputies' bargaining unit. The promoted employee will not earn seniority for the time he/she is not being represented by the Licensed Deputies' bargaining unit. In event of a layoff or demotion in the supervisory unit, the person subject to layoff or demotion in the unit will be given the opportunity to exercise his/her seniority in the Licensed Deputies' bargaining unit.

Supervisors who are demoted for any reason will continue to earn wages and benefits as specified in the Licensed Deputies' Bargaining Unit Agreement based on their total years in the combined units.

- Section 2.**
- A. The EMPLOYER shall establish seniority lists, within thirty (30) days of the execution date of this AGREEMENT, for each work classification to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining unit which shall be updated annually and posted in the employee's work area with a copy furnished to each officer and business representative of the UNION certified to the EMPLOYER as provided in Article 5, Section 3 of this AGREEMENT. Any employee or the UNION shall be obligated to notify the EMPLOYER of any error in the seniority list within thirty (30) days of this posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.
 - B. Seniority is not interrupted during the period an employee is on approved leave, or layoff, if the employee returns to active work status having complied with all the terms and conditions of this AGREEMENT and the conditions the EMPLOYER established in approving the leave.
 - C. The UNION will reimburse the EMPLOYER the expense of furnishing seniority lists requested by the UNION and other report(s) containing bargaining unit composition or membership information in the amount of \$.10 per employee name contained on each list. When more than one copy of the list is requested, the UNION shall reimburse the EMPLOYER for such copies at the rate of \$.20 per page. The fees for the aforementioned lists, reports and copies shall be increased effective January of each year by the same percentage as the maximum annual salary rate increase provided in Article herein titled "Salary Rates."
 - D. In the case of employees hired into the deputy sheriff classification on the same day, seniority rank will be determined according to ranking in the exam process. Any ties still remaining will be broken by the last four digits of the employee's Social Security Number, with the employee having the highest such number being more senior.

Section 3. Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of:

- A. Layoff, which shall be in inverse order of seniority within each work classification provided that any employee who is to be laid off may request to exercise seniority rights in a lower classification covered by this AGREEMENT.
- B. Recall from layoff which shall be in order of seniority within each work classification provided that if an employee does not return to work upon recall as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment.
- C. Employees who terminate their employment with the EMPLOYER or are on layoff status in excess of twenty-four (24) months shall not have any seniority rights under this AGREEMENT. Employees promoted, transferred or demoted to a classification not covered by this AGREEMENT shall retain and continue seniority rights under this AGREEMENT. No new employee shall be hired until the appropriate layoff list has been exhausted.

Section 4. The EMPLOYER shall issue notice of layoff to the last known address of employees as shown by the EMPLOYER's records to affected permanent employees, in writing, at least ten (10) calendar days in advance of the effective date of the layoff and shall issue notice of recall from layoff to affected permanent employees, in writing, at least ten (10) calendar days in advance of the effective date of the recall from layoff.

Section 5. SHIFT BIDDING

- A. On or about February 15 and August 15 of each year, each employee shall be permitted to bid for the shift such employee prefers within the work unit of the Sheriff's Office to which such employee is assigned. When a shift vacancy occurs between such bidding dates, such vacancy shall be filled based upon their bid preference as set forth in the most recent semi-annual bid. The new shift vacancy created by such process and one additional new shift vacancy shall be filled in the same manner.
- B. Employees who work in work units that use rotating shifts shall be required to rotate only between the two shifts that each employee specifies in the semi-annual bidding for shifts.
- C. The senior bidder for each shift is entitled to the shift bid for, if such bidder is qualified. Bidding must be for a position in the classification held by the bidder.
- D. If, as a result of a bidding for shifts, any shift would be staffed with personnel less than fifty percent of whom have at least two years of experience in the work unit, the EMPLOYER may reassign to such shift the most junior employees in the work unit who have the requisite two years of experience and make such other adjustment as may be necessary in order to retain such level of experience.

- E. The EMPLOYER may organize the Sheriff's Office into such work units as it determines. "Work Units" are the principal divisions into which the Sheriff's Office is organized, some of which, as currently designated, are the work units known as Court Security, Jail, Radio, Patrol, Water Patrol, and Civil. The EMPLOYER may establish the hours of the shifts into which the work day is divided, if, in doing so, it complies with the provisions of this AGREEMENT specifying hours of work. The EMPLOYER may establish rotating shifts in such work units as it determines, but each period of rotation shall be at least two months.
- F. No employee shall be permitted to bid for shifts if such employee has less than twelve months of total employment in the Sheriff's Office, or if such employee has less than eight months of total service in the work unit to which such employee is assigned. The EMPLOYER shall have flexibility in assigning such employees between shifts to provide employees with training and experience.
- G. Seniority for purposes of this Section is defined in Article 7, Section 1.
- H. Nothing in this section shall be construed to limit the right of the EMPLOYER, as established and limited in Article 7, Section 6, to assign or reassign an employee to the work unit where the EMPLOYER determines such employee is needed or is best suited.

Section 6. SHERIFF'S OFFICE VACANCIES

- A. The EMPLOYER shall provide an opportunity for all eligible permanent employees to express their preference for assignment to a position in their job classification in those units/divisions referenced in paragraph "C" herein. Such preference shall be expressed by written application on a form provided by the EMPLOYER, who shall compile and maintain a record of such preference. Such preference record shall be updated semi-annually. It shall be each bidding employee's responsibility to notify Sheriff's Administration, in writing, if they wish to withdraw their name from consideration for (a) certain division(s). This must be done prior to an assignment being made.
- B. In conjunction with the establishment and updating of such preference record, the EMPLOYER shall post the minimum qualification and examination requirements for each work unit, the place and manner of application and the last date upon which applications will be received. The posting shall also set forth the current shift structure for each work unit.
- C. When the EMPLOYER fills vacancies in the Civil, Warrants, Jail, Patrol, Radio, *Special Enforcement Response Team (SERT)* and Court Security Units/Divisions, the EMPLOYER shall select the most senior applicant for the vacant position, unless the EMPLOYER shall determine from a) a review of the applicant's personnel file and work record, b) an interview, and c) a comparison of the qualifications of the applicant with those of other applicants for the job, that such senior applicant does not have qualifications substantially equal to those of a junior applicant. Upon such a determination, the EMPLOYER may select such junior applicant if there is no other senior applicant with substantially equal qualifications.
- D. The provisions of this section shall apply to any initial vacancy and up to two sequential vacancies created by the filling of such initial vacancy.
- E. Employees who are selected for reassignment under the provisions of this section will become eligible for consideration six months following such reassignment.
- F. A vacant position means a vacancy intended to be permanently filled for a period of more than six consecutive months duration in the Sheriff's Office caused by the creation of a new position, transfer, promotion, demotion, discharge, retirement, reassignment or death. The provisions of this Article shall not apply to the following types of vacancies:
 - 1. Vacancies to be filled by recall from layoff;
 - 2. Vacancies to be filled by reassignment of an employee whose position has been abolished due to lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations;
 - 3. Vacancies to be filled by reassignment of an employee for reason of temporary disability or other health-related condition.
- G. Seniority for purposes of this section is defined in Article 7, Section 1.
- H. Nothing in this section shall be construed to limit the EMPLOYER's right to assign or reassign employees to duties within a work unit.

- I. If it becomes necessary for the EMPLOYER to make an involuntary transfer into or out of a work unit (whether because of lack of qualified bidders or for other cause), the EMPLOYER shall assign to the position to which the transfer is to be made the most junior employee in the relevant classification. If, however, there is just cause - one reasonably related to the efficient operation of the Sheriff's Office - to assign to the position an employee senior to such junior employee, the EMPLOYER may make such assignment. The EMPLOYER shall exercise the right of involuntary transfer secured by this paragraph in good faith and not with intent to defeat the right of employees to bid for vacancies or with intent to deny other contract rights.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.

Section 2. It is specifically understood that any matters governed by statutory provisions, County Human Resources Rules or departmental personnel rules, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT. If, by law, an appeal procedure other than the grievance procedure contained herein is available for resolution of a dispute arising from any provisions covered by this AGREEMENT, the aggrieved party shall be limited to one procedure through which remedy will be sought.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 363.01 - .20, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

Section 3. GRIEVANCE PROCEDURE: Grievances, as herein defined, shall be processed in the following manner:

Step 1. INFORMAL - An employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall:

- A. Within twenty (20) working days after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the UNION representative, to his/her supervisor who is designated for this purpose by the EMPLOYER; and
- B. The supervisor shall give his/her oral or written answer within twenty (20) working days after such presentation.
- C. If the grievance involves discipline or dismissal, the grievance must be initiated at Step 2 of this section.

Step 2. FORMAL - If the grievance is not satisfactorily resolved in Step 1 and the UNION wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the Sheriff or his designated representative within twenty (20) working days after the designated supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The Sheriff or his designated representative, shall discuss the grievance with the employee and his/her UNION representative within twenty (20) working days after the date presented at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a discussion, the settlement shall be reduced to writing and signed by the Sheriff or his designated representative, the employee and the union representative. If no settlement is reached, the Sheriff or his designated representative shall give written answer stating the reasons for the denial to the employee and the union representative within twenty (20) working days following their discussion.

Step 3. ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to arbitration within twenty (20) working days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2, in accordance with the provisions of the Public Employment Labor Relations Act of 1984 (as amended). The parties shall mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the rules of the State of Minnesota BMS. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representatives. The arbitrator shall notify the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of

this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

Section 4. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee/UNION may elect to treat the grievance as denied at that step. The UNION may then immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive (exclusive of holidays).

Section 5. An employee presenting a grievance may elect to be represented by the UNION at any step in the grievance procedure. An employee will be paid for a Step 2 (two) grievance meeting if it occurs when the employee is on duty. Meetings scheduled when an employee is off duty will not be paid.

ARTICLE 9 - NO STRIKE

Section 1. In recognition of the provisions included in this AGREEMENT for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline as determined appropriate by the EMPLOYER.

ARTICLE 10 - WORK SCHEDULES - PREMIUM PAY

Section 1. This Article is intended only to define the normal hours of work and to provide the basis for the calculations of overtime premium and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. A payroll period shall be an averaged eighty (80) hours.

Section 3. Work shifts, work breaks, staffing schedules and the assignment of employees thereto, shall be established by the EMPLOYER.

Section 4. Worked hours in excess of eight (8) hours per day (in excess of 8.5 hours per day for Deputies assigned to the Jail to a 6-3 work schedule of 8.5 hour shifts) or an averaged eighty (80) hours per payroll period with the exception of the twelve (12) mandatory training hours for Deputies assigned to the Jail to a 6-3 work schedule of 8.5 hour shifts which are to be compensated at the straight time rate, shall be overtime and compensated at one and one-half (1 ½) times the employee's base pay rate, or one and one-half (1 ½) hours compensatory time for each hour worked, subject to the provision that no employee shall be eligible for overtime premium unless prior approval of the overtime work was granted by the Sheriff or his designee. Overtime premium shall be provided in the form of either cash payment or compensatory time as determined by the EMPLOYER, provided that an employee may carry up to 24 hours compensatory time, which shall be used or cash payment made at the EMPLOYER's discretion.

Sick leave used in one calendar week of a two week payroll period shall not affect overtime earned as a result of working overtime hours in the other week of the defined payroll period. This paragraph is not intended to alter any other term or condition of this or any other section of the contract.

The EMPLOYER retains the right to establish work shifts of other than eight (8) hours per day. Employees scheduled to a ten (10) hour shift shall work such ten (10) hour shifts at the regular base rate for the entire length of the scheduled shift. Such employees shall be compensated at one and one-half (1 ½) times the employee's regular hourly base rate for hours worked in excess of the established work shifts. (Work shifts shall be established which constitute an averaged eighty (80) hours per pay period.)

Employees may express their preference for compensatory time or cash payment for their approved overtime earnings. Approved sick leave shall be considered as time worked for purposes of computing overtime premium in accordance with the provisions of this section only when in excess of three (3) consecutive days and supported by a doctor's verification of disability.

- Section 5.** When the EMPLOYER determines changes in work schedules are necessary, at least forty-eight (48) hours advance notice shall be given to employees and posted whenever practicable. Except in emergencies, should it become necessary to change work schedules without forty-eight clock hours prior notice, when it is practicable to give such prior notice, the EMPLOYER shall pay for those hours worked outside of the employee's regular work schedule hours at a rate of one and one-half times his/her regular base pay rate. Employees shall be required to work overtime, holidays and night shifts when assigned to such unless excused by the EMPLOYER. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this AGREEMENT, nor shall there be any pyramiding of premium compensation.
- Section 6.** An employee who is scheduled to appear in court, or who is called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) hours at one and one-half (1 1/2) times the employee's base pay rate. Such payment shall be either in cash or compensatory time off as determined by the EMPLOYER. Any off-duty employee who is directed by the Sheriff to remain available for court appearance shall be compensated at one-half (1/2) their base pay rate for each hour served in such status, provided any employee so directed shall receive a minimum of three (3) hours at their full base pay rate. Such compensation shall be either in cash or compensatory time off as determined by the EMPLOYER. At the option of the employee, the cash or compensatory time may be applied against any makeup time owed by the employee.
- Section 7.** When an employee is expressly assigned to perform the duties of a position allocated to a different classification that is temporarily unoccupied, and such assignment exceeds one (1) full payroll period, the employee shall: (a) be paid for all such hours at the employee's current salary rate when assigned to work in a lower or equal class; (b) be paid at a rate which is equal to the minimum rate or one (1) step higher than the employee's current salary, whichever is greater, when assigned to a higher class. In order to qualify for such higher rate, the employee must perform that work which distinguishes the higher classification from the employee's regular class in terms of level of responsibility, types of duties, and/or quality and quantity.
- Section 8.** If an occasion arises where the Sheriff determines it is necessary to temporarily designate a non-supervisory bargaining unit employee as a supervisor (Watch Commander) in the Patrol Division, such employee will be paid a rate 5% above his/her regular base pay rate, but not more than the top rate of the higher classification. Supervisor (Watch Commander) is defined as a person who is responsible and has the authority for directing the activities of other employees in the Patrol Division.
- Section 9.** Any Crime Lab Technician certified as an expert Latent Print Examiner and who is specifically assigned to perform those duties on a regular full-time basis shall be paid a rate 5% above his/her regular base pay rate.
- Section 10.** Any employee certified as a Firearm Examiner and who is specifically assigned to perform the duties of that position on a regular full-time basis, shall be paid at a rate 5% above his/her regular base rate. *See Memorandum of Agreement dated September 16, 1997 which is attached to this AGREEMENT.
- Section 11.** Any deputies specifically selected and appointed to a K-9 assignment shall be paid an extra 4 hours of overtime each week as compensation for the care and transportation of such dog.
*See Memorandum of Agreement dated February 1, 2002 which is attached to this AGREEMENT.
- Section 12.** A shift differential of \$.80 per hour shall be paid to all employees who work on an assigned shift where at least five (5) hours of the shift hours occur between 5 p.m. and 5 a.m. Such shift differential shall be paid in addition to overtime premium for which the employee qualifies.

All full time employees required to work on Saturday or Sunday as part of a regular schedule shall be compensated at the rate of \$.60 per hour for each hour worked. Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five hours of the shift worked falls on the day for which the additional compensation is being paid.

Section 13 An employee specifically assigned to one full week of duty as the on-call Detective or the on-call Narcotics deputy shall be granted 16 hours of straight time compensated time off for the week, regardless of whether a holiday(s) falls within the assigned week.

If the employee's assignment is less than one full week, straight-time compensated hours shall be pro-rated to the nearest hour.

Compensated hours must be used within two pay periods or the EMPLOYER shall schedule the time off.

Such compensation may, at the EMPLOYER's discretion, be in the form of either compensated time off or cash payment at his/her base pay rate.

This Article is based on current scheduling practices. Should the amount of on-call coverage needed by the EMPLOYER be increased or reduced then the weekly on-call compensation would be adjusted accordingly.

Section 14 Employees specifically assigned by the Sheriff or his/her designee to perform the duties of Field Training Officer (FTO), will be paid an additional \$2.50 per hour for each hour worked in that capacity. Any deputy assigned as FTO shall be eligible for a maximum of \$2.50 per hour for the hours specifically assigned as an FTO, regardless of the number of trainees.

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

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

Section 15. *Employees who are specifically required or authorized by the EMPLOYER to use foreign or sign language skills shall be compensated for such work according to the following terms and conditions:*

- A. *Full-time employees who are regularly required to use foreign language or sign language skills in addition to other job duties shall receive a salary differential of \$45.00 per payroll period. This differential shall be pro-rated on the basis of scheduled hours for part-time employees. This differential will be in effect for all compensated hours including compensated leaves.*
- B. *Employees who provide foreign language or sign language interpretation on an occasional or irregular basis at the request of the EMPLOYER shall receive \$9.00 in addition to their regular salaries for any work day on which such services are performed. This additional compensation shall not exceed \$45.00 for any one payroll period.*

ARTICLE 11 - HOLIDAYS

Section 1. Employees shall be entitled to compensated time off for designated holidays.

A. Designated holidays are as follows:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	The day immediately following Thanksgiving Day
Christmas Eve Day	The work day immediately preceding the Christmas holiday
Christmas Day	December 25

Section 2. Employees who work a 5-2 schedule or a 6-3 schedule of 8.5 hour shifts shall receive holiday benefits and employees who work a schedule other than a 5-2 schedule or a 6-3 schedule of 8.5 hour shifts shall be credited with holiday benefits for purposes of determining total hours worked in the following manner:

- A. An employee who does not receive the compensated time off holiday benefit on the holiday because of working that day shall receive compensation equal to the holiday benefit that would have been received had the employee not worked. Such compensation may, with the approval of the EMPLOYER, be in the form of either alternate compensated time off or cash payment at his/her base pay rate.
- B. Employees who work a designated holiday with the exception of Christmas Eve Day shall receive overtime compensation (one and one-half times base pay rate) for hours worked on a legal holiday. Employees who work the Christmas Eve holiday shall receive straight time compensation (one times base pay rate) for hours worked on the non-legal holiday. Compensation for holiday hours worked shall be provided either in compensated time off or cash payment as approved by the EMPLOYER.

Section 3. For employees on a 5-2 schedule when a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the official holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the official holiday for employees.

Section 4. Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

ARTICLE 12 - VACATIONS

Section 1. All full-time employees shall be eligible for vacation leave benefits at their current base pay rate.

Section 2. Full-time employees shall accrue vacation benefits in accordance with the following schedule:

<u>Total Length of Service Since Most Recent Date of Hire</u>	<u>Annual Vacation Accrual Rate</u>
Less than six (6) months	64 hours
More than six (6) months but less than five (5) years	96 hours
More than five (5) years but less than eight (8) years	120 hours
More than eight (8) years but less than twelve (12) years	144 hours
More than twelve (12) years but less than eighteen (18) years	160 hours
Over eighteen (18) years	184 hours

Section 3. Vacation leave shall not accumulate in excess of two hundred eighty (280) hours.

- Section 4.**
- A. The months of June, July, August, and the period from December 15 through January 5 inclusive are designated as Prime Vacation Periods.
 - B. By April 1 of each year employees shall submit to their respective division commanders requests in order of preference for two (2) continuous vacation periods designated as first and second preferences within the Prime Vacation Period of not less than one nor more than three consecutive work weeks. It shall be the responsibility of the respective Division Commander to determine the maximum number of employees who can be granted vacation at any one time. Where the number of requests exceeds the number of employees the EMPLOYER determines it is possible to grant such leave, the EMPLOYER shall consider seniority and job assignment. The Prime Vacation Period schedule shall be posted by May 1 of each year.
 - C. Requests for vacation time other than in the Prime Vacation Period or requests for vacation in the Prime Vacation Period submitted after April 1 shall be considered in the order received, subject to the provisions of Section 5 of this Article.

Section 5. Requests for vacation leave must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's approval. The forty-eight (48) hour advance notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. When it is necessary for the EMPLOYER to disapprove vacation leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such vacation leave, the EMPLOYER may consider seniority, job assignment and order of submittal in granting such requests.

- Section 6.** If the EMPLOYER receives a request for vacation, other than Prime Vacation periods, at least ten (10) working days in advance of the requested vacation leave commencement date, upon request of the employee, the EMPLOYER must deny or grant the request within five (5) working days of submittal, stating the reasons for denial in writing.
- Section 7.** Upon the complete termination of employment, employees shall be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance shall be paid at the employee's base rate at the time of termination, and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."
- Section 8.** Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.
- Section 9.** At the discretion of the Sheriff, employees hired after February 15, 2002, may receive vacation accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the Sheriff, additional vacation accrual may be granted for purposes of retaining a valuable employee.
- Section 10.** Pursuant to IRS Rules and Regulations, employees may annually, with the approval of the Sheriff, cash-out up to forty (40) hours of vacation. In order to convert such vacation to cash, the employee must, *during Open Enrollment* of the payroll year PRIOR to conversion, submit to the EMPLOYER in writing, the specific number of vacation hours requested for conversion. The EMPLOYER shall convert such vacation to cash in February of the payroll year following receipt of the irrevocable election. *At the employee's option, he/she may deposit all or part of this cash into a deferred compensation account.*

ARTICLE 13 - SICK LEAVE

- Section 1.** Sick leave shall be earned by employees at the rate of *.046154* hours for each *hour* of service provided that the accrual rate for newly employed employees shall be earned at the rate of *.030769* hours *for each hour of service* for the first six (6) months of service.
- Section 2.** Sick leave benefits shall only accrue when an employee is on compensated regular hours or is on approved military leave.
- Section 3.** An employee may accumulate seven hundred twenty (720) hours of sick leave. For each eight (8) hours of sick leave accumulated in excess of seven hundred twenty (720) hours, the employee will be given credit for four (4) hours of additional vacation and four (4) hours of sick leave. Sick leave shall be charged off only for hours that would normally have been worked.
- Section 4.** Upon the complete termination of employment of any permanent employee, such employee shall be paid for his/her accumulated unused sick leave at the employee's base pay rate subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."
- Section 5.** An employee may utilize his/her allowance of sick leave on the basis of application therefor approved by the EMPLOYER for absences necessitated by inability to perform the duties of his/her position by reason of illness or injury, by necessity for acute medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence shall be necessary subject to certification by medical authority. The term "immediate family" shall be limited to spouse, children or parent where the parent has no other person to provide the necessary nursing and care and who is living in the household of the employee. Sick leave usage shall be subject to approval and verification by the EMPLOYER, who may after three (3) consecutive days absence require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the EMPLOYER deems necessary, as provided in the Article herein titled "Health and Safety." Employees who appear to be habitually using sick leave or using sick leave for inappropriate purposes may be required to submit such report for absences of less than three (3) days duration.
- Section 6.** Sick leave benefit when authorized shall be paid at the employee's current base pay rate.

Section 7. To be eligible for sick leave payment, an employee must notify his/her designated supervisor or his/her designee as soon as possible but not less than two (2) hours prior to the starting time of his/her scheduled shift. This notice may be waived if it is determined that the employee could not reasonably be expected to comply with this requirement.

Section 8. A disabled employee who, because of illness or injury, has exhausted all compensated leave benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the Article herein titled "Seniority." An employee requesting a medical leave of absence shall be required to furnish evidence of disability to the EMPLOYER. When the EMPLOYER has evidence that an employee's absence from duty is unnecessary or if the employee fails to undergo an evaluation or furnish the report as requested by the EMPLOYER in accordance with the Article herein titled "Health and Safety," the EMPLOYER shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, it will be considered that the employee has resigned in accordance with the Article herein titled "Absence Without Leave."

Section 9. Employees may utilize sick leave to pay for approved health and fitness activities to a maximum of \$1,500.00 per year.

ARTICLE 14 - GENERAL CONDITIONS OF LEAVES OF ABSENCE

Section 1. Except as otherwise provided in this AGREEMENT, request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the sole discretion of the EMPLOYER and must be approved by the EMPLOYER in advance.

Section 2. Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deduction shall be made from leave accumulations for holidays or non-work days falling within such leave with pay, subject to the provisions set forth in the Article herein titled "Holidays."

Section 3. Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.

Section 4. The EMPLOYER, upon prior notice to the employee, may cancel an approved leave of absence without pay, except approved military leave, at any time the EMPLOYER finds that the employee is using the leave for purposes other than those specified at the time of approval or under circumstances where the EMPLOYER finds that it is necessary that the employee return to work.

Section 5. No leave of absence without pay shall be granted for the purpose of accepting or continuing other employment.

Section 6. Employees may participate in a Special Leave Without Pay (SLWOP) Program as established by the Hennepin County Board of Commissioners and consistent with Sheriff's Office policy. The Special Leave Without Pay Program period is from the date of County Board approval through December 31, **2010**.

A. Upon request of either party, the EMPLOYER and the UNION shall meet and confer on the extension of this SLWOP Program through calendar year **2011**.

B. The EMPLOYER's policy on the use of SLWOP provides that the employee may use SLWOP in cases where they would otherwise not take the leave. The EMPLOYER will therefore interpret its policy on SLWOP to allow SLWOP for Union Leave and Parenting Leave in cases where the employee would not otherwise take the leave.

ARTICLE 15 - ELECTION DAYS

Section 1. Any employee who is entitled to vote in any election, as defined in Minn. Stat. § 204C.04, Subd. 2, may be absent from work for the purpose of voting during the forenoon of such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the EMPLOYER. Employees who are not eligible to vote or have no intention to vote shall not be entitled to benefits under this Article. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

ARTICLE 16 - MILITARY RESERVE TRAINING

Section 1. In accordance with state and federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

ARTICLE 17 - SALARY RATES

Section 1. Employees covered by this AGREEMENT shall be compensated for each full month of service in accordance with the following schedule and provisions:

Effective *January 3, 2010*, the following monthly rates shall apply:

<u>Classification</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Crime Laboratory Technician	\$3,773	\$5,756
Deputy Sheriff	\$3,910	\$5,248
Sheriff's Detective	\$3,963	\$6,092

Effective *January 2, 2011*, the following monthly rates shall apply:

<u>Classification</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Crime Laboratory Technician	\$3,773	\$5,756
Deputy Sheriff	\$3,910	\$5,248
Sheriff's Detective	\$3,963	\$6,092

Section 2. The EMPLOYER shall determine the rate of compensation for each employee within the established range based upon tenure and quality of performance provided that the EMPLOYER shall have the discretion to grant compensation in excess of the maximum rates shown when the EMPLOYER determines that the performance of any employee warrants any such additional compensation. Newly employed, re-employed or reinstated employees shall be eligible to be considered for their first in-range merit increase after completing one (1) year of service. Employees shall be eligible to be considered for additional in-range merit increases after completing each additional one (1) year of service. *No in-range merit increases shall be granted to employees between January 1, 2011 and December 31, 2011.*

Section 3. Any salary adjustment provided for in this AGREEMENT shall commence on the beginning of the first payroll period after which the employee(s) becomes qualified and authorized to receive the adjustment.

ARTICLE 18 - LEAVE FOR DEATH IN FAMILY

Section 1. When necessary, the EMPLOYER shall approve leave with pay in cases of death in the immediate family. The degree of relationship is limited to: spouse, parent (in-law), children, brothers and sisters (in-law), aunts, uncles, nieces, nephews, grandparents, grandparents-in-law, or a member of the employee's immediate household when a close relationship exists. Such leave shall be limited to a maximum of three (3) days (24 compensated hours).

ARTICLE 19 - HAZARDOUS DUTY INJURY LEAVE

Section 1. Employees injured in the course of employment and thereby rendered incapable of performing job duties and responsibilities shall receive full wages during the period of incapacity, not to exceed the period equal to one hundred twenty (120) calendar days.

ARTICLE 20 - MILITARY LEAVE OF ABSENCE WITHOUT PAY

Section 1. In accordance with the requirements and provisions of state and federal laws, employees shall be entitled to military leaves of absence without pay for services in the armed forces of the United States and reinstatement at the expiration of such leave. Such leave shall be authorized only in cases where the employee has been officially called to active duty in the military service and shall be authorized only as long as the employee is in the service as required by the government.

ARTICLE 21 – INSURANCE

Section 1. The contributions in 2010, towards group hospitalization and medical insurance coverage selected by the EMPLOYER, shall be *as follows*:

2010

Single Coverage

2010 Premium: \$649.88/ month

County Contribution: \$624.88/month January through November, 2010; \$617.38 in December, 2010

Employee Contribution: \$25.00/month January through November, 2010; \$32.50 in December, 2010

Single + Spouse Coverage

2010 Premium: \$1,527.18/ month

County Contribution: \$1,143.16/month

Employee Contribution: \$384.02/month

Single + Child/ren Coverage

2010 Premium: \$1,169.76/ month

County Contribution: \$875.64/month

Employee Contribution: \$294.12/month

Family Coverage

2010 Premium: \$1,787.14/month

County Contribution: \$1,359.22/month

Employee Contribution: \$427.92/month

In 2011, employees will make a contribution towards Family; Employee + Spouse; Employee + Child(ren) premiums which is equal to the same percentage of premium borne by employees in 2010. In 2011, employees selecting Single coverage shall contribute \$32.50 per month January through November and \$40.00 per month beginning December, 2011.

The parties have agreed to make the following plan design changes in 2010 and 2011:

<i>Prescription Drugs:</i>	<i>\$13 Generic / \$30 Brand</i>
<i>Office Visit Co-Pay</i>	<i>\$30 Level I / \$45 Level II</i>
<i>Office Visit Co-Pay With Health Assessment and Wellness Activity</i>	<i>\$15 Level I / \$30 Level II(\$15 Incentive)</i>

- Section 2.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Hennepin County Health Care Expense Account plan as an option to the EMPLOYER hospitalization and medical insurance coverage allowance specified in Section 1. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exception from mandatory payroll deductions such as income taxes. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.
- Section 3.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Dependent Care Assistance Program provided by the EMPLOYER. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes and pension contributions. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by mandatory payroll deductions.
- Section 4.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Hennepin County Parking Expense Account plan. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes.
- Section 5.** The EMPLOYER shall pay the full cost of a \$20,000 individual term life insurance contract for each employee. Employees may select dependent coverage or individual additional coverage as available in the group life insurance contract plan. The full cost of such dependent coverage or additional coverage shall be paid by the employee through the payroll deduction procedure.

Section 6. The EMPLOYER agrees to arrange with the EMPLOYER's current health plan providers to offer employees a dental care plan on a voluntary basis. Subscription to any such dental care plan, if offered, shall be voluntary and any premium charge shall be paid by the subscribing employee through payroll deduction. Employees who elect to subscribe shall be provided payroll deduction services by the EMPLOYER.

Section 7. The EMPLOYER shall, subject to availability, arrange for a group Long Term Disability Insurance plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with that criteria and available on an individual employee option basis. Employees electing the Long Term Disability option will have their sick leave accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such a plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide for this coverage.

Section 8. It is expressly understood that the EMPLOYER's obligation in this Article is limited to payment of the specified premium charges for the group insurance coverage as specified herein.

Section 9. The EMPLOYER reserves the right to change insurance carriers, or self-insure.

Section 10. The EMPLOYER shall, subject to availability, arrange for a group Short Term Disability Insurance plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and underwriter. Implementation and continuance shall be contingent upon such plan being available in accordance with those criteria and available on an individual employee option basis. Employees electing the Short Term Disability option will have their sick leave accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide this coverage.

Section 11. Early Retiree Health Insurance Program (ERHIP).

Subd. 1. Benefit. The County shall provide access to the County's group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee shall receive the same County contribution towards the health insurance continuation benefit provided for in the ERHIP as though the employee is actively working and has elected single coverage in the County's group health insurance program. An eligible employee may elect to continue coverage under the County's group health insurance program for dependents provided the employee pays 100% of the cost of dependent coverage in addition to any required share of the single premium. The County may establish appropriate policies and procedures to implement and administer the ERHIP that are not inconsistent with the requirements of this section. These include, but are not limited to, the application process and the time period required to apply for ERHIP benefits, the process for remitting premium payments, adding or deleting dependents from coverage or the termination of coverage for the non-payment of premiums.

Subd. 2. Eligibility. Only employees that have County group health insurance coverage in force on the date of employment termination and who were hired by the County prior to January 1, 2008, are eligible to participate in the ERHIP. Employees newly hired, re-hired or re-instated after January 1, 2008, are ineligible to participate in the ERHIP. To receive the health insurance continuation benefit provided for in the ERHIP, the employee must meet at least one of the following three eligibility requirements:

A. The eligible employee meets one of the following age and years of service requirements:

<u>Age</u>	<u>Non-Continuous Years of Service</u>
55 but less than 62	20
62 but less than 63	15
63 but less than 64	14

64 but less than 65 13

- B. The eligible employee at the time of retirement qualifies for and applies for a full, unreduced retirement annuity (other than a deferred annuity), based on a minimum of ten (10) years of Hennepin County service, from an approved Minnesota public service retirement program.
- C. The eligible employee at the time of retirement qualifies for and applies for a retirement annuity (other than a deferred annuity), from an approved Minnesota public service retirement program with at least twenty-five (25) years of covered service, at least ten (10) of which must have been with Hennepin County.

Subd. 3. Opt-out. Employees eligible to participate in the ERHIP may opt out of the program. Employees desiring to opt-out must elect in writing prior to July 1, 2008, whether they will maintain their current retiree insurance benefit, or opt out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option. This is a one-time, irrevocable election. Employees who do not make an election in writing prior to July 1, 2008, will be deemed to have elected to retain their current retiree insurance benefit under the ERHIP. ***If an employee who is eligible for ERHIP becomes part of the bargaining unit and has not previously had the opportunity to opt-out, such employee shall be given the opportunity at a time which is mutually agreed upon by the EMPLOYER and the UNION.***

Subd. 4. No Guarantee of Future Benefit. Nothing in this section shall be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this AGREEMENT. The County and the Union (or in the case of an unit of essential employees, an interest arbitrator) reserve the right during subsequent negotiations to modify, amend, or terminate, in whole or in part, this ERHIP. In the event the union is decertified as the exclusive representative, the County may, at any time after the expiration of this AGREEMENT, modify, amend, or terminate, in whole or in part, this ERHIP.

Section 12. Health Care Savings Plan (HCSP).

Subd. 1. Establishment of HCSP. A Health Care Savings Plan (HCSP) is established to enable Hennepin County employees to save money on a pre-tax basis to pay post-County employment medical expenses and/or health insurance premiums. EMPLOYER and employee contributions designated below shall be deposited with a HCSP provider selected by the EMPLOYER. The County and the HCSP provider may establish appropriate policies and procedures to implement and administer the HCSP that are not inconsistent with the requirements of this section.

Subd. 2. Eligibility. Only permanent employees that are participating in the County's group health insurance program are eligible to participate in the HCSP. Employees hired, re-hired or re-instated after January 1, 2008, ***unrepresented employees newly hired, rehired or re-instated between January 1, 2007, and December 31, 2007, who become part of the bargaining unit after December 31, 2007,*** and employees that exercised their right to opt-out of the ERHIP, are required to participate in the HCSP.

Subd. 3. Employee Contribution. Eligible employees shall contribute one percent (1%) of their salary on a per pay period basis to the HCSP.

Subd. 4. County Contribution. The County shall make the following annual contributions to an eligible employee's HCSP account beginning in 2009. The County's annual lump sum contribution shall be made in the first full pay period following an employee's anniversary date as follows:

<u>Years of Service</u>	<u>County Annual Contribution</u>
More than 5 years and less than 10 years of service.	\$500.00 per year
More than 10 years and less than 15 years of service.	\$600.00 per year
More than 15 years of service.	\$700.00 per year

ARTICLE 22 - MEDIATION AND ARBITRATION OF DISPUTES

- Section 1.** It is the understanding of the EMPLOYER and the UNION that if in collective bargaining for a succeeding contract the parties are unable to reach a mutual agreement, either party may petition the Minnesota BMS to take jurisdiction of the matter as provided in Minnesota Statutes.

ARTICLE 23 - INDIVIDUAL RIGHTS

- Section 1.** Employees have the right to join or to refrain from joining the UNION. Neither the EMPLOYER nor the UNION shall discriminate against or interfere with the rights of employees to become or not to become members of the UNION and further, that there shall be no discrimination or coercion against any employee because of UNION membership or non-membership. The UNION shall, upon request of the EMPLOYER, give evidence to the EMPLOYER that the membership in the UNION constitutes a majority of employees in the unit as described in the Articles herein titled "Recognition" and "Salary Rates."
- Section 2.** The provisions of this AGREEMENT shall be applied in accordance with applicable nondiscrimination laws.
- Section 3.** Nothing in this AGREEMENT shall be construed to affect the status of veterans in contravention of existing veterans preference laws relating to the employment, discharge or promotion of veterans.

ARTICLE 24 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- Section 1.** This AGREEMENT shall represent the complete AGREEMENT between the UNION and EMPLOYER.
- Section 2.** The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

ARTICLE 25 - SAVINGS CLAUSE

- Section 1.** This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Hennepin County. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 26 - ABSENCE WITHOUT LEAVE

- Section 1.** Any absence of an employee from scheduled duty that has not been previously reported to and authorized by the EMPLOYER shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the EMPLOYER may grant approval for leave subsequent to the unauthorized absence if the EMPLOYER determines the circumstances surrounding the absence warrant such action.

ARTICLE 27 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS

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

ARTICLE 28 - COURT APPEARANCE

- Section 1.** After due notice to the EMPLOYER, employees subpoenaed to serve as a witness or called and selected for jury duty shall be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from work duty, plus any expenses paid by the Court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the EMPLOYER. If an employee is excused from jury duty prior to the end of his/her work shift, he/she shall return to work as directed by the EMPLOYER or make arrangement for a leave of absence.
- Section 2.** Any absence whether voluntary or by legal order to appear or testify in private litigation as a plaintiff or defendant, shall not qualify for leave under this Article and shall be charged against accumulated vacation or compensatory leave or be without pay.

ARTICLE 29 - STABILITY ADJUSTMENTS

Section 1. When an employee has completed five (5) years of *continuous* service in the County as of December 1 of the current year, he/she shall be eligible to receive two and one-half (2 1/2) percent of his/her annual salary for the current calendar year based on his/her current base rate of pay. For each additional year of *continuous* service after five, the employee shall qualify for an additional one-half (1/2) of one (1) percent up to and including his tenth year. For all *continuous* service after (10) ten years, the stability payment shall continue at the rate established for the tenth year of five (5) percent. At the discretion of the EMPLOYER, time on authorized leave of absence for education may be included in computing stability compensation. At the discretion of the EMPLOYER, credit may also be given for prior service with the EMPLOYER providing the employee has been reinstated by the EMPLOYER within five (5) years of his/her previous County service.

The maximum annual salary on which stability pay will be computed shall be in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Maximum Base Salary On Which Stability Pay Will Be Computed</u>
Less than eleven (11) years of service	\$16,000
Eleven (11) years but less than twelve (12) years of service	\$17,000
Twelve (12) years but less than thirteen (13) years of service	\$18,000
Thirteen (13) years but less than fourteen (14) years of service	\$19,000
Fourteen (14) years but less than fifteen (15) years of service	\$20,000
Fifteen (15) years but less than sixteen (16) years of service	\$21,000
Sixteen (16) years but less than seventeen (17) years of service	\$22,000
Seventeen (17) years but less than eighteen (18) years of service	\$23,000
Eighteen (18) or more years of service.	\$24,000

Such stability payment shall be paid in a lump sum on December payroll. Any employee upon retiring from County service may be paid stability payment as of the date of his/her retirement, however, such payment shall be prorated on the number of *payroll periods* worked during the calendar year in which such employee retired. Stability pay may also be paid to survivors in the case of death while the individual is an employee of the County. Such payment shall be prorated on the number of payroll periods *payroll periods* worked during the calendar year in which death occurred.

Section 2. If the EMPLOYER offers a retirement incentive bonus program during the term of this AGREEMENT, the UNION shall have the option of affording employees covered by this AGREEMENT the opportunity to participate in such programs provided that:

- A. The UNION must exercise such option within 30 days of the date the EMPLOYER notifies the UNION such program is operational and provides the UNION details of the program including benefits and conditions; and
- B. The employees who participate in such program shall not be eligible also to participate in the stability adjustment benefit provided in this Article.

ARTICLE 30 - SEVERANCE PAY

Section 1. Severance pay shall be paid to permanent employees who have completely severed their employment with the County in good standing and have completed eight (8) years of continuous service with the County. Any employee who shall have received severance pay upon termination of his/her employment shall not again be eligible to accrue any severance pay benefits upon re-employment with the County except for any hours accumulated in excess of the number for which he/she has been previously compensated. Such severance shall be based upon and measured by unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during Hennepin County employment. Such severance pay shall not exceed eight hundred (800) hours of the unused accumulated sick leave and unused vacation leave which has accrued to the credit of the employee at the date of severance of such employment. Severance pay shall be computed on the basis of the employee's base pay rate in effect on the date of termination. Severance pay of a deceased employee shall be paid to a named beneficiary or, lacking that, his/her estate or legal representative. Employees in the Law Enforcement Unit must provide the EMPLOYER with two (2) weeks written notice in advance of the date the employee leaves. If an employee fails to provide the required two (2) week notice, the EMPLOYER shall deduct eighty (80) hours of sick leave severance pay to which the employee may be otherwise entitled in accordance with this AGREEMENT.

Section 2. All accumulated leave benefits shall expire upon the date of severance from County service.

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

ARTICLE 31 - HEALTH AND SAFETY

Section 1. In the interest of appropriate leave administration and work safety to individuals, co-workers and others, the EMPLOYER may require employees to undergo a medical evaluation that will enable the EMPLOYER to determine the employee's fitness for performance of his/her duties. If the EMPLOYER requires an evaluation or report from a medical authority other than the employee's personal or treating authority, or if it is necessary to submit the question to a third authority in the event of conflicting opinions the EMPLOYER shall:

- A. Pay the fee charged for such evaluation or report if such is not covered through the health insurance program made available to employees by the EMPLOYER, and
- B. Compensate the employee at his/her base pay rate for regularly scheduled work time the employee was unable to work due to obtaining the evaluation if the evaluation result is that the employee is found fully fit to perform his/her work duties and responsibilities.
- C. This section's provisions are applicable when a medical evaluation is required in the following situations: (1) the EMPLOYER removes an employee from his/her position pending the results of a fitness for duty evaluation; or (2) the EMPLOYER determines that a medical evaluation is necessary to determine an employee's fitness for duty following an absence due to illness or off-duty injury. In the case of clause 2, paragraph B is not applicable until forty-eight (48) hours (except Saturday, Sunday and Holidays) have elapsed after the EMPLOYER has received written notice of the employee's intent to return to work and the employee has provided medical documentation to the EMPLOYER that he/she has been cleared to return to work by his/her physician. This section does not apply to an employee returning to work from Medical Layoff.

ARTICLE 32 - CLOTHING ALLOWANCE

Section 1. Newly hired and duly deputized employees shall, during the first year of employment, be provided basic uniform clothing items of the quantity, type and style prescribed by the EMPLOYER. Each employee, after having completed one (1) full year of service, shall be eligible for a uniform clothing allowance in an amount not to exceed \$800 per year. The uniform shall be worn only when performing official duties as directed by the EMPLOYER or upon such special occasions as the EMPLOYER may authorize. Employees shall wear and maintain the uniform as specified by the EMPLOYER. Upon termination of employment, the employee may be required to return to the EMPLOYER all uniform clothing equivalent in quantity or value to that originally issued. Upon termination of employment, all badges, I.D. cards, insignia and any other County property issued to, or in the possession of the employee, shall be returned to the EMPLOYER.

Section 2. The uniform allowance described above shall be paid in a lump sum in January of each contract year. Because new employees are not eligible for the uniform allowance in their first year of employment, they shall receive their first uniform allowance as a pro-rated portion of the yearly allowance following the completion of their first full year of service. The pro-rated portion shall be 1/12 of the yearly allowance multiplied by the number of full months of service from the date of the one year anniversary through December of that year.

Upon termination of employment, or departure from a position covered by this AGREEMENT, the parties agree that employees shall pay back to the EMPLOYER a portion of the uniform allowance equal to 1/12 times the number of full months left between the date of termination/departure and December of that year. (i.e., an employee hired May 5, 1996, would not be eligible for uniform allowance until May 5, 1997. At that time he/she would be eligible for 7/12 of the 1997 uniform allowance. An employee who terminates employment on May 5, 1997, would owe the County 7/12 of the 1997 uniform allowance.)

Section 3. The parties agree that any portion of the uniform allowance owed to the EMPLOYER upon the termination of an employee or upon his/her departure from coverage of this AGREEMENT, may, at the EMPLOYER's discretion, be withheld from such employee's wages or severance payment.

Section 4. If the basic clothing provided by the EMPLOYER is changed in type, color or style by order of the EMPLOYER, the EMPLOYER will bear any replacement cost in excess of \$70.00 per calendar year, the employee to be responsible for the first \$70.00 of replacement cost. Effective January 1, 2001, this limit shall be increased to \$75.00 per calendar year.

Section 5. Any uniform items found by supervisory inspection to be worn out or damaged shall be turned in to the EMPLOYER.

Section 6. Any employee, who in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the EMPLOYER, incurs damage to his/her uniform items, prescription glasses, or prosthetic items as a result of an aggressive, and/or intentional and overt act or consequences of such act of a person not provoked by the employee or which is incurred while attempting to apprehend or take into custody a person, shall receive reimbursement for the reasonable cost of repair or replacement of such damaged item(s). A report of any alleged damage must be made immediately to the employee's supervisor with a written statement setting forth the article(s) damaged and the circumstances under which the damage occurred. Any article damaged shall be turned over to the employee's supervisor for inspection before reimbursement can be approved. Reimbursement will not be approved for damaged uniform items that are worn out.

ARTICLE 33 - EDUCATIONAL ASSISTANCE

Section 1. At the discretion of the EMPLOYER, financial assistance may be provided toward the cost of tuition and lab fees which an employee pays for instruction and associated administration expenses in conjunction with educational courses approved by the EMPLOYER in advance, subject to the following conditions.

- A. A tuition aid request must be submitted to the EMPLOYER for approval at least ten (10) days prior to registration for the educational course, provided that the EMPLOYER may waive this requirement when the EMPLOYER determines circumstances warrant such action.
- B. The EMPLOYER shall, within ten (10) days after receipt of the tuition aid request, give the requesting employee written notice of whether the proposed educational course is or is not approved for tuition assistance.
- C. If the proposed educational course is not approved, no educational assistance will be provided by the EMPLOYER.
- D. If the proposed educational course is approved, financial assistance will be provided for up to seventy-five (75) percent of tuition and registration fees upon completion of the course and submission by the employee of (a) evidence of tuition paid (receipt) and (b) proof of satisfactory completion (a grade report indicating a "C," satisfactory or better).
- E. To assist employees in planning and selecting educational alternatives, the EMPLOYER shall make available to employees information on such guidelines and/or criteria as the EMPLOYER may use in determining which educational courses will be approved for reimbursement.

Section 2. In those positions for which the EMPLOYER has determined POST licensing is necessary, the EMPLOYER shall provide required POST training as designated by the EMPLOYER, but not more than 48 hours every three years. Additionally, EMPLOYER shall provide a \$30 annual reimbursement to cover other P.O.S.T. Board requirements.

ARTICLE 34 - DISCIPLINE AND DISCHARGE

Section 1. The EMPLOYER will discipline or discharge a permanent employee only for just cause. Grievances under this Article may be processed in accordance with the grievance procedure of this AGREEMENT.

Section 2. Discipline, when administered, will be in one or more of the following forms and normally in the following order:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge or Disciplinary Demotion

Circumstances may warrant waiving one or more steps in the progression.

Section 3. Employees will not be questioned concerning an administrative investigation of disciplinary action unless the employee has been given an opportunity to have a union representative present at such questioning. An employee desiring such opportunity shall promptly notify the EMPLOYER and arrange for such representation in a timely manner. The employee shall cooperate fully in such questioning providing full disclosure of all pertinent facts.

Section 4. Upon written request of the employee, an oral reprimand memorialized in writing or a written reprimand shall be removed from the employee's personnel record if no further disciplinary action has been taken against the employee within two (2) years following the date of the reprimand, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the reprimand.

Section 5. When an employee's conduct as determined by the EMPLOYER through investigation, interviews or other pertinent facts is cause for disciplinary action(s), such disciplinary action(s) shall be taken in a timely manner.

Section 6. Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of permanent employees are appealable up to and through the arbitration step of the grievance procedure contained in this AGREEMENT.

ARTICLE 35 - OFF DUTY EMPLOYMENT

Section 1. An employee may work in off-duty employment in non-liquor establishments with the approval of the EMPLOYER. Employees may utilize their uniform, badges and equipment in such off-duty employment with the approval of the EMPLOYER.

Section 2. With approval of the Sheriff, employees may perform voluntary safety and security work for Hennepin County departments other than the Sheriff's Office provided such work shall be paid at the employee's base pay rate and shall not be considered hours worked or compensated under this AGREEMENT.

ARTICLE 36 - JAIL MEALS

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

ARTICLE 37 - WORK RULES

Section 1. The parties recognize the right of the EMPLOYER to establish and enforce reasonable work rules that are not in conflict with this AGREEMENT. The EMPLOYER agrees to provide the UNION with copies of changes or additions to the policies maintained in the "Sheriff's Office Rules and Regulations Manual" prior to their implementation. The EMPLOYER further agrees to meet and confer with the UNION, at their request, regarding such changes or additions.

ARTICLE 38 - EFFECTIVE DATES

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

ARTICLE 39 - TERM OF AGREEMENT

This AGREEMENT shall be in full force and effect from January 1, *2010* to December 31, *2011*, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to the anniversary date that it desires to modify or terminate this AGREEMENT. In witness thereof, the parties have caused this AGREEMENT to be executed this *22nd* day of *October*, *2010*.

Memorandum Of Agreement – Firearm Examiner

This document shall serve to memorialize the agreement between Hennepin County and the Hennepin County Sheriff's Deputies Association regarding the period of commitment made by deputies who are selected for assignment to the position of Firearm Examiner.

The parties recognize there is a significant investment in the training of individuals to perform the duties of the Firearm Examiner. Therefore, an individual who expresses an interest and is selected for training as the Firearm Examiner, shall commit to such assignment for an initial period of eight (8) years. Such individuals shall notify the Employer after five (5) years if they wish to change assignments after the eighth year, and shall thereafter provide the Employer with three (3) years notice if they should wish to change out of the assignment.

Deputies committing to the assignment to a Firearm Examiner position shall be prohibited from exercising their rights under Article 7, Section 6, "Sheriff's Office Vacancies," during the period of time in which they are committed to the above described assignments.

The circumstances of the above described assignments will also be considered "special criteria" for the purpose of the shift bid, and therefore the selected deputies' rights to bid shifts shall be limited to the availability of shifts consistent with their assignments as a Firearm Examiner.

This agreement shall in no way prohibit a deputy from accepting a promotional opportunity.

The undersigned express their commitment to the above agreement. Signed this 16th day of September, 1997.

For the Employer
Cheryl Loose, Inspector
Hennepin County Sheriff's Office

Joe Kelly
Labor Relations Representative

For the Union
Mike Roseen, President
Hennepin County Sheriff's Deputies Assn.

Gregg Corwin, Counsel
Hennepin County Sheriff's Deputies Assn.

Memorandum Of Agreement

This document shall serve to memorialize the agreement between Hennepin County and the Hennepin County Sheriff's Deputies Association regarding the period of commitment made by deputies who are selected for certain assignments.

The parties recognize there is a significant investment in the training of individuals to perform the duties of the latent print examiner. Therefore, an individual who expresses an interest and is selected for training as the expert latent print examiner, or the second position of latent print examiner, shall commit to such assignment for an initial period of four (4) years. Individuals that desire to change assignments after the fourth year must provide written notice to the Employer within thirty (30) calendar days after the individual's third year anniversary date in the assignment. Individuals providing such notice will be able to participate in the next available shift bidding process following the individual's fourth anniversary date in the assignment. Thereafter, individuals that have completed four or more years in the assignment must provide one year written notice in order to bid out of the assignment. Individuals providing such notice will be able to participate in the next available shift bidding process following the expiration of the one-year notice period. Failure to provide proper notice to the Employer waives the right to change out of the assignment.

The parties also recognize that a K-9 assignment also requires a significant investment in the training for both the deputy and the dog. As is stated above, deputies who express an interest and are selected for the K-9 assignment shall commit to such an assignment for a minimum of four (4) years. Individuals that desire to change assignments after the fourth year must provide written notice to the Employer within thirty (30) calendar days after the individual's third year anniversary date in the assignment. Individuals providing such notice will be able to participate in the next available shift bidding process following the individual's fourth anniversary date in the assignment. Thereafter, individuals that have completed four or more years in the assignment must provide one year written notice in order to bid out of the assignment. Individuals providing such notice will be able to participate in the next available shift bidding process following the expiration of the one-year notice period. Failure to provide proper notice to the Employer waives the right to change out of the assignment.

Deputies accepting any of the above assignments shall be prohibited from exercising their rights under Article 7, Section 6, "Sheriff's Office Vacancies," during the period of time in which they are committed to the above described assignments.

The circumstances of the above described assignments will also be considered "special criteria" for the purpose of the shift bid, and therefore the selected deputies rights to bid shifts shall be limited to the availability of shifts consistent with their assignments as latent fingerprint experts, or a K-9 assignment.

This agreement shall in no way prohibit a deputy from accepting a promotional opportunity.

The undersigned express their commitment to the above agreement. Signed this 1st day of February, 2002.

For the Employer
Gregory L. Failor
Hennepin County Labor Relations

For the Union
Mike Roseen, President
Hennepin County Sheriff's Deputies Assn.

Memorandum Of Understanding

This document shall serve to memorialize the agreement between Hennepin County and the Hennepin County Sheriff's Deputies Association regarding the procedures the parties shall follow in the selection of deputies assigned to the Court Security Division who will work on the Friday after Thanksgiving and Christmas Eve Day.

The provisions of this agreement do not negate or replace the language of Article 10, Section 5, or Article 11 but instead shall describe the practice that shall be used in "normal circumstances." Circumstances that are not "normal" would include the necessity to circumvent the process outlined below due to the lack of deputies who possess the knowledge or training necessary for assignment to a particular post in the Court Security Division.

The selection process for work on Thanksgiving Friday and Christmas Eve shall be as follows:

1. The work on both holidays shall be offered first to volunteers. If there are more volunteers than needed, the deputies who will work the shift shall be selected by lot.
2. To cover shifts on Thanksgiving Friday and Christmas Eve, where there are not enough volunteers to cover the Sheriff's Office needs, the deputies will be drafted from a seniority list as outlined below.
The Sheriff's Office shall maintain a seniority list, which shall list by seniority, as defined by Article 7, from greatest to least seniority, each deputy of the Court Security Division eligible to be drafted to work on Thanksgiving Friday or Christmas Eve.
If an employee is drafted to work on either Thanksgiving Friday or Christmas Eve, his/her name shall be marked as having worked the holiday, and such employee shall not be drafted from the list again until the entire list has been exhausted through assignment for work on Thanksgiving Friday and Christmas Eve.
Note: If an employee is drafted to work, he/she may get another employee to substitute and work the shift. However, the employee who was initially selected - as opposed to the substitute - shall be marked off the list as having worked the holiday (only the deputy who actually works shall be paid for working the holiday). Volunteers do not get marked off the list of those employees who are drafted.
3. As new deputies enter the Court Security Division, they shall be added to the list according to their seniority, as defined in Article 7 of the collectively bargained agreement between the parties. Similarly, as employees leave Court Security, they shall be removed from the list. For each holiday, drafting will begin from the bottom of the list, skipping those deputies marked as having worked a holiday.
4. The Sheriff's Office will attempt to publish the number of deputies that shall be needed, and to solicit the volunteers, at least two weeks before each holiday. Due to the uncertainties of the court's schedules, however, the Employer shall have the right to draft more employees from the list if necessary.
5. If, as stated above, the Sheriff's Office needs to bypass someone on the list due to a lack of knowledge or training necessary for a particular post, the Sheriff's Office shall choose the next qualified person by seniority from the draft list.
6. In addition, anyone in Court Security who works, whether as a volunteer or drafted, on Christmas Eve, shall be allowed to work a full eight hour shift, providing they accept whatever assignment of deputy work is offered to them.

The undersigned agree that this is the mutual understanding of the process.

By signing below, the Union agrees to withdraw the grievance filed on January 1, 1997.

For the County
Cheryl Loose, Inspector
Hennepin County Sheriff's Office

Joe Kelly
Labor Relations Representative

For the Union
Mike Roseen, President
Hennepin County Sheriff's Deputies Assn.

Kip Carver, Vice President
Hennepin County Sheriff's Deputies Assn.

Gregg Corwin, Counsel
Hennepin County Sheriff's Deputies Assn.

Date Signed
July 21, 1997

Memorandum Of Understanding - Deferred Holiday

This document shall serve to memorialize the understanding of the Hennepin County Sheriff's Licensed Deputy Association and Hennepin County regarding the scheduling and use of deferred holiday hours for Licensed Deputies within the Hennepin County Sheriff's Office.

The agreement of the parties is that deferred holiday hours shall be utilized prior to the use of vacation for all deferred holidays earned. Consequently, "deferred holiday hours used," shall be indistinguishable from "vacation hours used," for the exclusive purpose of determining the number of deputies allowed time off on a particular day.

The parties have agreed to one exception:

If a deputy's vacation balance is at the maximum allowed, and he/she needs to use vacation to avoid losing those vacation hours, then the deputy shall be allowed to use his/her vacation despite existing defined holiday hours.

The above agreement of the parties is subject to the caveat that all deferred holiday hours earned after November 1, 1996, must be used within six months of being earned.

The parties further agree that any deferred holiday hours banked for longer than six months shall be scheduled off at the discretion of the Employer, regardless of the employee's vacation balance.

Agreed to this 27th day of January, 1997.

For Hennepin County:
Joseph D. Kelly
Labor Relations Representative

For the Union:
Michael Roseen
President

Memorandum Agreement for 6-3 Schedule

**MEMORANDUM OF AGREEMENT
BETWEEN
HENNEPIN COUNTY
AND
HENNEPIN COUNTY SHERIFF'S DEPUTIES ASSOCIATION**

Certain positions represented by the Hennepin County Sheriff's Deputies Association are assigned to what is known as a 6-3 schedule. Due to the hours worked under this schedule, employees assigned to the 6-3 necessarily accumulate a balance of "6-3 payback" hours. These are hours which deputies assigned to the 6-3 schedule must work, on a straight-time basis, over and above those scheduled under the 6-3 schedule, in order to fill out the required 2080 hours of the schedule.

An issue arises when employees who owe 6-3 payback hours are assigned to a schedule other than the 6-3 schedule, either through reassignment or due to a promotion. This issue is simply that some of these balances sit unaddressed until the employee retires.

The parties have agreed to the following guidelines to eradicate 6-3 payback hours after employees leave the 6-3 schedule:

1. Employees who move from a 6-3 schedule to a 5-2 or other schedule shall work their 6-3 payback hours within six (6) months of changing schedules. If the employee goes back to a 6-3 schedule within that six months, then the provisions of this agreement shall not apply.
2. For employees who terminate, either voluntarily or involuntarily, their employment with the Sheriff's Office, and for employees who continue to owe 6-3 payback six months following their assignment to a new schedule, the Sheriff's Office shall deduct the 6-3 payback hours from the employees' paycheck. The amount owed shall be calculated based on the employees' hourly rate at the time the deduction is made, or the hourly rate during their most recent assignment in the Sheriff's Office, whichever is greater.
3. In order to facilitate the eradication of these 6-3 make-up hours, upon the signing of this agreement, the Employer will, for this one time only, zero out any 6-3 balance consisting of less than .5 hours.

The parties have read and agree to the above provisions, executed this 5th day of March, 1999.

Michael Roseen
For Hennepin County Sheriff's
Deputies Association

Joe Kelly
For Hennepin County

Memorandum Of Understanding - Military Reservists Benefits

Improved Benefits for Military Reservists Called to Active Duty

The parties have agreed to modify the terms of our labor agreement so as to apply the following Improved Benefits for Military Reservists Program to all members of the bargaining unit who qualify under the specific terms of such program.

As allowed by Minnesota State law (M.S. 471.975), the County Board, through Resolution No. 03-232R1, has authorized two improved benefits for employees who have been called to active duty on or after May 29, 2003.

SALARY DIFFERENTIAL

Employees called to active military duty on or after May 29, 2003 are eligible to receive the difference between their County salary and basic military pay. The differential is payable if the employee's basic military pay is less than what he/she would have received in regular County salary. The following conditions apply.

- 1. Salary differential is available for military service on or after May 29, 2003.*
- 2. County salary is based on daily scheduled work hours for the day(s) of military leave taken. It does not include any miscellaneous salary differentials, such as shift differential.*
- 3. Any salary differential payment will be paid in a lump sum, subject to the County's standard lump-sum tax withholding rate, and it will include PERA contributions. The payment will be separate from any regular paycheck the employee receives during his/her absence.*
- 4. Basic military pay does not include the following: basic combat training, advanced individual training, annual training, periodic inactive duty training, voluntary active service not legally required, or service performed under M.S. 190.08 (Subd. 3).*
- 5. The employee, or his/her representative, must request to be paid this salary differential, and supply the necessary military pay records.*

EXTENDED EMPLOYER-PAID HEALTH COVERAGE

Employees called to active duty on or after May 29, 2003 are eligible to continue their County-sponsored health coverage—with a County contribution toward either single or family coverage as though they are actively working—for up to four years.

General questions regarding the pay differential may be directed to OBF Payroll@co.hennepin.mn.us (telephone 612-348-3251). Other questions may be directed to the Benefits Unit at HR.Benefits@co.hennepin.mn.us (telephone 612-348-3530).

Depletion of Leave Hour Balances

*Memorandum of Understanding
Between
Hennepin County
And
Hennepin County Sheriff's Deputies Association*

The undersigned hereby agree that the terms of our 2008 - 2009 labor agreements and the terms of any successor agreements entered into for calendar years 2010 and 2011 shall be interpreted to be consistent with the terms of the attached Board Action Request (09 - 0380), which provides the Hennepin County Administrator the authority, during a declared emergency, to allow employees who have depleted leave hour balances to accrue a negative vacation/sick leave/PTO balance.

*For the County
Gregory L. Failor*

*For the HCSDA
Alan Saastamoinen*

*Date Signed
October 28, 2009*

*Date Signed
October 28, 2009*

Board Action Request (09-0380)

*(08/17/2009 - Forwarded from County Administration by Booth
Melissa with a status of Addendum)*

*Originating Department: Human Resources
Immediate Approval? No*

Item:

Authorization to County Administrator during a declared emergency to allow employees with depleted leave hour balances to accrue a negative vacation/sick leave/PTO balance

Board Action Request

BE IT RESOLVED, that the County Administrator be granted the authority to allow employees with insufficient paid leave hour balances to accrue a negative vacation/sick leave/PTO balance not to exceed 160 hours, under circumstances requiring employees to be off work due to a declared emergency; and

BE IT FURTHER RESOLVED, that the County Administrator be granted the authority to negotiate these provisions as they apply to union employees.

Background:

Policy provides that Hennepin County may close or reduce services if the health, safety, and/or security of county employees and clients are threatened. The County Administrator or his/her designee, in consultation with the County Board Chair if available and/or majority of the Board members, is responsible for initiating closing procedures and release of employees. Released employees may utilize vacation, sick leave, paid time off, compensatory time, or make up the time in accordance with provisions of Human Resources Rules or labor agreements.

A focus in recent planning discussions on pandemic influenza has been on administrative issues in dealing with high employee absentee rates due to employee or family members' illness, school or day care closings, limited public transportation, etc. Because these absences may be for extended periods of time, flexibility is important to help employees manage as they could potentially use all accumulated sick leave, vacation, paid time off, compensatory time, etc.

Whether due to a pandemic influenza or other declared emergency, it is requested that the County Administrator be authorized to allow employees who have depleted their paid leave balances to accrue a negative vacation/sick leave/PTO balance up to 160 hours.

Prior to accruing a negative balance, employees must execute a consent form accepting the two conditions of this allowance: 1) that upon employee return to work, vacation/sick leave/PTO hours accumulated will first be used to restore any negative leave hour balance - once the negative leave hours have been restored, the employee may again use paid leave hours accumulated; and 2) that if the employee leaves Hennepin County service before restoring a negative leave hour balance, compensation equal to unrestored leave hours owed the county will be deducted from their final paycheck(s) .