

LABOR AGREEMENT

BETWEEN

DAKOTA 911

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

EMPLOYEE'S UNION LOCAL NO. 368

SUPERVISORS

January 1, 2024 to December 31, 2025

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**LABOR AGREEMENT
BETWEEN
DAKOTA 911
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL 368
SUPERVISORS**

ARTICLE 1 - PURPOSE AND PREAMBLE OF AGREEMENT

- 1.1 PARTIES: This AGREEMENT entered into by Dakota 911 (hereinafter referred to as the EMPLOYER), Law Enforcement Labor Services, Inc. (L.E.L.S.), Local #368, hereinafter referred to as the UNION. The parties embark on a new era in labor relationship built upon collaboration and mutual responsibility for successfully maintaining the operations and workplace environment of Dakota 911.
- 1.2 INTENT AND PURPOSE: The intent and purpose of this AGREEMENT is to:
- A. Establish procedures for the resolution of disputes concerning the interpretation and/or application of this AGREEMENT;
 - B. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

- 2.1 RECOGNITION: The EMPLOYER recognizes the UNION as the exclusive representative, pursuant to Minnesota Statutes, Section 179A.03, Subdivision 8, for:
- Employees classified as supervisors by Dakota 911 who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14. Provided, however, confidential and all other employees are excluded.

ARTICLE 3 – UNION SECURITY

- 3.1 The EMPLOYER agrees to cooperate with the UNION in facilitating the deduction of the regular monthly union dues for those employees in the unit who are members of the UNION and who request in writing to have their regular monthly union dues checked off and remitted to the appropriate designated officers of the UNION.
- 3.2 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, order or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this article.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

ARTICLE 4 – EMPLOYER AUTHORITY

- 4.1 The Union recognizes that the Employer reserves discretionary authority over its policies and retains all managements rights and functions including, but not limited to, 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 contract with vendors or others for goods and/or services; and to efficiently manage and conduct the operation of Dakota 911 as a Public Safety Answering Point (PSAP).
- 4.2 No Strikes: In accordance with the provisions of Minnesota Statutes 179A.19, the Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause; instigate, encourage, condone, engage in, or cooperate in any strike as defined by the PELRA, work slowdown, mass resignation, mass absenteeism, the willful absence from one’s position, the stoppage of work or in the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment, regardless of the reason for so doing.

ARTICLE 5 - DISCIPLINE

- 5.1 Discipline will be administered consistent with the principles of just cause and the well-being of the organization. Discipline includes, but is not limited to, the following forms:
- a. oral reprimand;
 - b. written reprimand;
 - c. suspension without pay;
 - d. demotion; and
 - e. discharge.
- 5.2 Verbal discipline will be reduced to a written confirmation thereof at the point in time when it is reasonably practical to do so. The affected employee shall sign said document.
- 5.3 The affected employee(s) and the UNION will receive a copy of such discipline.
- 5.4 An employee may examine Dakota 911’s personnel files about her/him at reasonable times under the direct supervision of the EMPLOYER.
- 5.5 Grievances relating to this Article shall be initiated by the UNION in Step 1 of the grievance procedure under Article 6.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.1 DEFINITION OF A GRIEVANCE
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 UNION REPRESENTATIVES

The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated as provided by 6.2 of this AGREEMENT.

6.3 PROCESSING OF A GRIEVANCE

The processing of grievances will be during normal office hours of Dakota 911.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a grievance must present such grievance in writing to the Director of Operations within twenty-one (21) calendar days after either the first occurrence of the event giving rise to the grievance, or after the employee should have had knowledge of the first occurrence of the event that gave rise to the grievance. The Director of Operations will discuss and give an answer in writing to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 must be appealed to Step 2 within ten (10) calendar days after the Director of Operation's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the Executive Director who will give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved n Step 2 may be appealed to arbitration within ten (10) calendar days following the final Step 2 answer. Any grievance not appealed in writing to arbitration by the UNION shall be considered waived.

Step 2A. A grievance unresolved in Step 2 may be appealed to Step 2A if both the Union and Dakota 911 agree. In Step 2A either the UNION or Dakota 911 shall submit the grievance to mediation through the Bureau of Mediation Services.

Step 3. A grievance unresolved in Step 2A and appealed to Step 3 by the UNION shall be submitted to arbitration subject to the provisions of the PELRA, as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

6.5 ARBITRATOR'S AUTHORITY

a) The arbitrator has no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator may consider and decide only the specific grievable issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue.

b) 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 as determined by courts of law. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT to the grievance presented.

- c) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. Each party must pay for any copy of a transcription of the record that it may request, and half of the cost of a copy for the arbitrator. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 WAIVER

If, as a result of the written EMPLOYER response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration of Article 6 or the Veteran's Preference Act. If an employee elects the Veteran's Preference Act, then the grievance procedure may not be utilized. Similarly, if the employee elects to utilize the grievance procedure, then the Veteran's Preference Act may be waived by the employee prior to an appeal to Step 3.

ARTICLE 7 - SENIORITY

- 7.1 The seniority ranking list for the initial bargaining unit members employed by Dakota 911 as supervisors effective January 1, 2012, is attached and has been agreed upon as accurate. Seniority is based on length of continuous employment as a supervisor for Dakota 911.
- 7.2 Seniority ranking for supervisors hired after January 1, 2012, whose names do not appear on the initial seniority list referenced in Paragraph 7.1 will be determined by the employee's length of continuous employment as a supervisor with Dakota 911.
- 7.3 Seniority rosters will be maintained by the Administration on the basis of employment status. The seniority rosters will be electronically posted on or about March 1 of each year. Any challenges to the accuracy of the data on the seniority ranking rosters must be made consistent with the time limits in the grievance procedure. Thereafter, the seniority ranking rosters will be deemed accurate and controlling in the event of any layoffs due to a reduction in force during that calendar year.
- 7.4 Dakota 911 reserves the management discretion to determine the supervisor positions that will be discontinued from its operations. A reduction in the size of the workforce will be accomplished on the basis of seniority. Employees will be recalled from layoff on the basis of seniority ranking as determined from the seniority roster.
- 7.5 Dakota 911 will maintain recall rosters based upon seniority ranking. Employees will be recalled from layoff on the basis of seniority ranking. An employee on layoff shall have an opportunity to return to work within two years of the time of the layoff before any new employee is hired. All employment rights with Dakota 911 will terminate after two (2) years on the appropriate recall roster. A supervisor who is given notice of a recall right has five (5) calendar days to notify

Dakota 911 in writing of the acceptance of the position. Failure to so notify Dakota 911 will constitute forfeiture of all recalls rights and terminate employment rights with Dakota 911.

ARTICLE 8 – PROBATIONARY PERIOD

- 8.1 Any supervisor hired will serve a probationary period equal to twelve (12) months from the initial hire date. Provided, however, the date of the completion of the probationary period may be extended longer than twelve (12) months. Dakota 911 will inform the exclusive representative thereof.
- 8.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or re-assigned employee may be replaced in her/his previous position at the sole discretion of the Employer.
- 8.3 Return to prior position: In situations of promotion, the Employee or the Employer may determine that the promotion is not meeting the expectations of either party. In such circumstances, the employee may return to their former position within twelve (12) months of their promotion, for any reason, except termination for cause without a change in the seniority date. Any return to the unit thereafter will result in a break in service and a new seniority hire date based upon the date of the return to the unit.

ARTICLE 9 – WORK SCHEDULE

- 9.1 The normal Dakota 911 work year will be collaboratively discussed, typically set at about 2,080 hours, but ultimately may be determined by Dakota 911 as part of its management authority to include, but not be limited to, such duties as:
 - a. scheduled hours of work;
 - b. authorized PTO; and/or
 - c. training
 - d. compensatory time (Section 11.6).
- 9.2 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 9.3 Work schedules showing the employee's normal shifts, work days, and hours will be posted on-line four (4) weeks in advance.
- 9.4 TRAINING DAYS: Training days that last eight (8) hours or more would be considered a full work day. Training that lasts less than eight (8) hours would require the supervisor to report to work or take PTO to complete their scheduled work day. However, when attending an assigned training session on a scheduled day off, the pay will be hour-for-hour.
- 9.5 Shift schedules will be bid for periods of time deemed appropriate by Dakota 911 after consultation with the UNION, recognizing that the schedule must reflect the operational needs of Dakota 911.

- 9.6 Schedules will be bid based on the order of seniority. Situations may arise requiring Dakota 911 to override such selections, for example, but not limited to, medical limitations/doctor's orders, personality conflicts, retraining orders, protection orders, harassment orders, or a shift staffed by only new trainees. When this occurs, Dakota 911 will first meet and confer with the union stewards to review the circumstances and seek to resolve the situation based upon the best interests of the organization.
- 9.7 There would be no limit to the number of times a person could bid the same schedule.
- 9.8. Notice of schedule change.
Schedules may require changes based upon the needs of employees or Dakota 911. Examples of such changes include, but are not limited to, employee medical emergencies (automobile accidents, FMLA leave, etc.), special training events, or rescheduling training because another employee needs to cancel. Dakota 911 will attempt reasonably to balance these needs. A twenty-eight (28) day advanced notice of a change in the schedule will be the goal of Dakota 911. If Dakota 911 cannot meet this goal, Dakota 911 will make every reasonable effort to first meet and confer with the union stewards to review the circumstances and seek to resolve the situation based upon the best interest of the organization. But Dakota 911 reserves its management right to schedule changes based upon the needs of the organization without twenty-eight (28) days advanced notice. Schedules will not be adjusted to cover open shifts rather open shifts will be posted for overtime.

ARTICLE 10 - WAGES

- 10.1 Employees shall be paid according to the wage schedule contained on Schedule A. Employees eligible for advancement to the next step within the pay range, based on their length of service, shall be so advanced on their anniversary date. To be eligible for advancement to the next step, employees must have demonstrated satisfactory or better performance as shown in their performance evaluation.
- 10.2 No employee shall be paid higher than the maximum rate of the pay range as set forth on Schedule A. An employee being paid at a higher step in the pay range than is commensurate with his/her length of service shall not be eligible to advance to a higher step until his/her length of service meets the length of service requirement for that step.
- 10.3 An employee's length of service for the purpose of step advancement in the pay range shall be in accordance with the following terms and conditions unless Dakota 911 and the Union mutually agree otherwise.
- 10.3.1 An employee's length of service shall be based on the most recent date of hire by Dakota 911 in the classification of Supervisor. Full-time employees shall have an additional year of service credited on each successive anniversary date following such date of hire.
- 10.3.2 Employee dates of hire shall be based on the seniority dates shown on Schedule B.
- 10.3.3 An employee's length of service shall not be interrupted except while on an unpaid leave of absence in excess of thirty (30) days, or upon termination of employment.

- 10.3.4 A former employee who is re-employed within five (5) years of the date of termination may have prior service credit reinstated at Dakota 911's discretion.
- 10.4 It shall be the prerogative of Dakota 911 to establish performance standards, evaluate employee performance based on those standards, determine the frequency of reviews and to rate the degree to which employees meet or exceed performance standards. If an employee disagrees with Dakota 911's evaluation, the employee may request a meeting with Dakota 911 authority who approved the evaluation and may submit a written response to be made a part of the employee's employment file.
- 10.5 It shall be the prerogative of Dakota 911 to establish a hiring rate higher than the minimum pay rate set forth on Schedule A, when it deems necessary to recruit qualified employees. Prior to implementing such higher hiring rate, Dakota 911 shall meet and confer with the Union regarding the effect such higher rate will have on the wage rate of existing employees and what, if any, adjustments may be required to maintain an equitable pay relationship.
- 10.6 It shall be the prerogative of Dakota 911 to adjust an employee's pay rate within the pay range by more than one pay step when Dakota 911 determines it is warranted based on an employee's exemplary performance. Prior to implementing such multiple step adjustment, Dakota 911 shall notify the Union and make information available to the Union upon its request, describing the exemplary performance warranting the multiple step adjustment.
- 10.7 It shall be the prerogative of Dakota 911 to hire a new employee at a step in the pay range higher than the entry step, based on prior qualifying experience. The qualifying experience shall equate to a length of service that equals or exceeds the length of service required for the step in which the new or transferred employee is placed.
- 10.8 Upon promotion to supervisor from public safety telecommunicator within Dakota 911, the new supervisor public safety telecommunicator will be placed at the new supervisor salary range minimum. If the employee's resulting base salary is inconsistent with internal equity considerations, an alternative placement within the salary range may be considered when implementing a promotional salary action and an additional increase may be approved by the Executive Director.
- 10.9 Performance standards, performance evaluations, pay adjustments of more than one step and the employment of a supervisor with prior qualifying experience at above the minimum pay step, shall not be subject to the grievance procedure.
- 10.10 Employees will receive a weekend differential of 3% of the starting salary for all hours worked between 1700 hours Friday to 0600 hours Monday.
- 10.11 Employees that have completed 10 or more years of service as a Dakota 911 public safety telecommunicator and/or supervisor shall receive a \$1,000 lump sum payment on their anniversary date except for those that have reached that milestone of service before January 1, 2022, with those employees receiving the lump sum payment in January of 2022. This will be in lieu of receiving the lump sum on their anniversary date in 2022. In each subsequent year, the lump sum payment will be made on the anniversary date for all employees who have completed 10 or more years of service as a Dakota 911 public safety telecommunicator and/or supervisor.

ARTICLE 11 - OVERTIME

- 11.1. Dakota 911 pays overtime to all employees determined to be non-exempt, at one-half (1½) times the employee's regular base pay rate. Changes in shifts do not qualify an employee for overtime under this Article.
- 11.2. Overtime will be offered as equally as practicable irrespective of unit or seniority ranking. Dakota 911's decision will not be subject to review through the grievance procedure.
- 11.3. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.4. Overtime calculations will be prorated to the closest quarter hour.
- 11.5. Employees have the obligation to work overtime or call backs if directed by the Employer subject to exemption by the Employer for good cause shown.
- 11.6. Overtime compensation will be paid as part of Dakota 911's normal payroll unless a unit member and Dakota 911 agree to the banking of compensatory time-off. In no event may any unit member accumulate more than one hundred (100) hours of compensatory time. Any overtime hours that could create an excess of compensatory time over one hundred (100) hours must be paid as part of Dakota 911's normal payroll. Any compensatory time not used by the last day of the last pay period in December will be paid out.

ARTICLE 12 – JURY DUTY

- 12.1 All employees in the bargaining unit shall be granted a leave of absence for jury duty. The employee shall be paid regular salary by Dakota 911, with the understanding that upon the completion of jury duty the employee shall exhibit the jury check to the EMPLOYER and that the amount of such check, less the amount included for traveling expenses, shall be deducted from, the next regular paycheck.

ARTICLE 13 - UNIFORMS

- 13.1 The EMPLOYER has established through policy a listing of preferred clothing intended to easily identify Dakota 911 employees and mainstream appropriate appearance among Supervisors. It will provide a purchase order to a Supervisor who is new to Dakota 911 for an initial issue of six (6) items of clothing: shirts and pants in any combination. Thereafter, a purchase order for two (2) replacement items will be issued annually by Dakota 911.

ARTICLE 14 – PAID TIME OFF, SEVERANCE PAY, HOLIDAYS, AND INSURANCES

- 14.1 Paid time off (PTO)

- 14.1.1. Paid Time-Off Leave (PTO) accrues on a bi-weekly basis in accordance with completed years of service based upon the PTO Basis Date. The PTO accrual rates are:
- 0 through end of the 5th years = 6.5 hours per pay period (equivalent to 169 hours annually)
 - Start of the 6th through end of the 10th years = 8 hours per pay period (equivalent to 208 hours annually)
 - Start of 11th through end of the 15th years = 9.5 hours per pay period (equivalent to 247 hours annually)
 - Start of 16th through end of 20th years = 10.5 hours per pay period (equivalent to 273 hours annually)
 - Start of 21st years and thereafter = 11.5 hours per pay period (equivalent to 299 hours annually)
 - Start of the 25th year and thereafter = 12.5 hours per pay period (equivalent to 325 hours annually)
- 14.1.2. Employees may cash out up to 100 hours of PTO that is accrued in the year of the cash-out. Employees must make an irrevocable election on the number of hours to cash out during the open enrollment period of the year before the cash out occurs. Employees hired after the open enrollment period can make an irrevocable PTO cash-out election before December 31st of the year of their hire. Employees who do not make an election consistent with this provision will not be eligible for a cash payment in the applicable accrual year. The employee's election is valid only for one year. The cash-out will take place in August.
- 14.1.3. Employees may carry 600 hours of PTO into the next calendar year. Unused PTO in excess of the 600 hours will expire at the end of the last payroll period of the calendar year, except as follows:
1. Employees may submit a request in writing to the Executive Director to waive the 600-hour limit.
 2. Management may choose to waive the 600-hour limit for a time period based on exigent circumstances.
- 14.1.4. Requests for scheduled PTO should be submitted at least twenty-eight (28) days in advance of requested days off. Management will make every effort to honor PTO requests submitted prior to twenty-eight (28) days. If the request is made within the twenty-eight (28) day time frame, days off will be at the supervisor's discretion subject to applicable law governing the timing of requests to use PTO for one of the reasons set forth in Minnesota Statutes Section 181.9447 (Use of Earned Sick and Safe Leave). Seniority recognition will be a factor in the procedure for employees to select PTO in conjunction with shift selection. Thereafter, scheduled PTO will be determined based on a first come, first served basis with seniority as a tie breaker except in cases where an employee seeks to use PTO for one of the reasons set forth in Minnesota Statutes Section 181.9447 (Use of Earned Sick and Safe Leave).
- 14.1.5. Shift bids, vacation bids, and all other requests for scheduled PTO will go to the Director of Operations.

14.2. Severance Pay

- 14.2.1. Unused PTO time pay benefits shall be available for any employee who has completed the initial probationary period and leaves the employment of Dakota 911 in good standing and shall be deposited into the employee's Post Employment Health Care Savings Plan. In the event of the death of an employee, the applicable unused PTO time pay benefits shall be paid to the estate of the employee. The benefit available, under this Article, shall be based on compensation at the normal rate of pay for the employee.
- 14.2.2. In those cases in which an employee terminates employment and fails to give the required ten (10) workday notice of resignation, or if the employee is terminated for a cause as a result of finding, based on charges pursuant to the disciplinary provisions of this contract; the right to unused PTO time pay shall be forfeited.
- 14.2.3 Employees who are not paid out for unused PTO upon separation from employment pursuant to Section 14.2.1 and are subsequently rehired by Dakota 911 within 180 days of their separation from employment will have their accrued and unused PTO reinstated upon rehire to what it was as of their last date of employment.

14.3 Holidays

14.3.1. There shall be twelve (12) holidays per year as follows:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Easter	When applicable
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

14.3.2. Each full-time supervisor will be credited with 96 hours of holiday time to be earned over the course of the year. Holiday hours will be credited throughout the course of the year as follows: 24 hours on the first pay period in January, 24 hours on the first pay period in April, 24 hours on the first pay period in July, and 24 hours on the first pay period in October. Accrued and unused holiday hours not used by the last day of the last pay period in December will be paid out, subject to a set-off if a supervisor has not earned holidays. A supervisor who is scheduled to work more than 8 hours on a given holiday will have an hour added to their holiday bank for each hour worked over 8 on that holiday. Supervisors who separate from employment will have their annual holiday hours pro-rated based on the holidays that actually occurred during their employment over the course of the calendar year, and Dakota 911 will have the right to withhold any unearned holiday time that was credited to and used by the Supervisor from the employee's final paycheck.

14.3.3. A supervisor who is scheduled to work a shift with any hour(s) that start on the actual day of a holiday listed in section 13.3.1 will be paid at one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on that shift. Conversely, a shift that begins before the actual day of a holiday listed in section 14.3.1 and continues into the hours of the holiday will be paid straight time for all of the hours in that shift.

14.4 Group Insurances

14.4.1. Selection of Policy: The selection of the carrier and the plan(s) may be made by Dakota 911 as provided by law and any selection will be actuarially equivalent to the current plan as provided in Minnesota Rules, Chapter 2740.9909 to 2740.9993.

14.4.2. Claims: When Dakota 911 purchases insurance policies, it is obligated to pay the premium contributions specified in this section. No claim may be made against Dakota 911 as a result of the denial of coverage or a claim by an insurance carrier.

14.4.3. Duration of Benefit: A supervisor otherwise eligible will receive the contribution(s) toward the premium cost for insurance as specified in this section as long as the supervisor is employed and in a paid status by Dakota 911. Upon cessation of employment for whatever reason or placement on an unpaid leave of absence, all further Dakota 911 contribution(s) will cease effective at the end of the time period by the most recent premium payment, usually, but not always, the end of the calendar month.

14.4.4. Health and Hospitalization Insurance: Dakota 911 will contribute the applicable amount shown on Schedule C toward the cost of the premium for the type of coverage selected by each supervisor who qualifies for and enrolls in a Dakota 911 group health plan. In addition, Dakota 911 will make the HRA/VEBA and HSA contributions shown on Schedule C. The HRA/VEBA and HSA funding will be contributed semiannually in January and July into the employee's HRA/VEBA or HSA account. These amounts will be prorated based on eligibility date for new employees.

14.4.5. Life Insurance: Dakota 911 will pay the premium for employee life insurance coverage equal to the annual salary up to a maximum of \$50,000 coverage for term life insurance

14.4.6. Long Term Disability (LTD) Insurance: If Dakota 911 provides LTD insurance, all supervisors must participate in the group plan and Dakota 911 will pay the premium.

14.5 Bereavement Leave

A maximum of three (3) days leave with pay may be granted upon request in the event of a death in the employee's immediate family consisting of spouse, mother, father, brother, sister, child, grandparent, step-parents, stepchildren, Step Siblings and employee's mother-in-law, father-in-law, sister-in-law and brother-in-law. This leave would be in addition to any paid time off (PTO) or Holiday Bank. An employee may be granted up to two (2) additional days of leave in the event of a death of the employee's spouse, child, or parent. The additional days, if approved, would come from the employee's paid time off (PTO) bank.

14.6 Eligibility

The benefits provided in this Article are designed for full-time supervisors who are assigned full shifts for the entire year.

ARTICLE 15 – CERTAIN ASSIGNED DUTY ON SCHEDULED DAYS OFF

15.1. Court Time:

The supervisor who is directed by Dakota 911 to appear as a witness in a criminal proceeding related to the duties of employment with Dakota 911 during their schedule off-duty time will be paid hour-for-hour with a minimum of three (3) hours pay at the appropriate pay rate. However, an extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum. If a supervisor is subpoenaed and assigned by Dakota 911 to testify in a civil judicial proceeding, the supervisor will be paid by Dakota 911 and will be required to pay-over any witness fees and reimbursement costs to Dakota 911.

15.1.A. An employee shall be entitled to three (3) hours at their regular work wage rate if not notified of court cancelation no later than 4pm the day of business before court.

15.2. Call Back Time:

A supervisor who is called back for a shift of supervisor duties during schedule time-off will be at 1½ times their hourly rate of pay for all hours worked with a 3-hour minimum. However, an extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.

A supervisor who is called back for committee meetings, open enrollment meetings, or other similar meetings will be paid a two (2) hour minimum at the appropriate rate.

ARTICLE 16 – DURATION AND GENERAL PROVISIONS

- 16.1 This AGREEMENT shall be effective as of January 1, 2024 and shall remain in full force and effect until the thirty-first day of December 2025.
- 16.2 The final Agreement will be available for review on-line.
- 16.3 This Agreement constitutes the full and complete Agreement between the parties. There will be no negotiations during the term of this Agreement, unless mutually agreed by the parties. This Agreement supersedes any past practices of Dakota 911 that are contrary to or inconsistent with the terms of this Agreement.
- 16.4 The provisions of this Agreement will be severable. If any provision or the application of any provision is held invalid, it will not affect any other provision or the application of any provision.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below.

DAKOTA 911

LAW ENFORCEMENT LABOR SERVICES
INC. LOCAL #368

Board Chair

Steward

Executive Director

Steward

Business Representative

SCHEDULE A – WAGES

RATE PER HOUR			
Length of Employment	January 1, 2024 – June 30, 2024	July 1, 2024 – December 31, 2024	2025
Start	\$ 47.58	\$ 48.77	\$ 50.48
1 Year	\$ 49.17	\$ 50.40	\$ 52.17
2+ Years	\$ 50.65	\$ 51.91	\$ 53.73

SCHEDULE B - SENIORITY DATES

EMPLOYEE	SENIORITY DATE	ACCRUAL DATE
Nelson, Vicki	09/26/2007	01/08/2001
Shoemaker, Tara	07/28/2008	02/28/2005
Keeler, Rachel	10/01/2016	08/30/2005
Ausmus, Matt	04/08/2019	02/18/2013
Schoo, Andy	09/01/2019	04/03/2011
Smith, Pascale	03/01/2020	08/10/2009
Zgoda, Jim	06/06/2022	02/05/2010
Morales, Kristina	06/13/2022	05/23/2016
Wiessner, Sarah	09/21/2022	11/07/2017

SCHEDULE C - GROUP MEDICAL INSURANCE

HEALTHPARTNERS	ER CONTRIBUTION	
VEBA 2500/5000	MONTHLY PREMIUM	ANNUAL* VEBA
SINGLE	\$ 957.75	\$ 1,750.00
+ SPOUSE	\$ 1,647.26	\$ 2,000.00
+ CHILDREN	\$ 1,615.00	\$ 2,000.00
FAMILY	\$ 1,994.63	\$ 2,000.00
VEBA 4000/8000	MONTHLY PREMIUM	ANNUAL* VEBA
SINGLE	\$ 857.20	\$ 2,000.00
+ SPOUSE	\$ 1,553.49	\$ 2,250.00
+ CHILDREN	\$ 1,525.88	\$ 2,250.00
FAMILY	\$ 1,758.38	\$ 2,250.00
HSA 3200/6400	MONTHLY PREMIUM	ANNUAL* HSA
SINGLE	\$ 847.88	\$ 2,000.00
+ SPOUSE	\$ 1,499.60	\$ 2,500.00
+ CHILDREN	\$ 1,481.97	\$ 2,500.00
FAMILY	\$ 1,740.75	\$ 2,500.00
HSA 4000/8000	MONTHLY PREMIUM	ANNUAL* HSA
SINGLE	\$ 827.90	\$ 2,250.00
+ SPOUSE	\$ 1,560.35	\$ 2,750.00
+ CHILDREN	\$ 1,537.20	\$ 2,750.00
FAMILY	\$ 1,776.40	\$ 2,750.00

*EMPLOYER ANNUAL CONTRIBUTION IS PAID OUT IN TWO (2) PAYMENTS PER UNION CONTRACT