

LABOR AGREEMENT
BETWEEN
DAKOTA 911
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
EMPLOYEE'S UNION LOCAL NO. 336
PUBLIC SAFETY TELECOMMUNICATORS

January 1, 2024 to December 31, 2025

Table of Contents

ARTICLE 1 - PURPOSE AND PREAMBLE OF AGREEMENT	3
ARTICLE 2 RECOGNITION.....	3
ARTICLE 3 - UNION SECURITY	3
ARTICLE 4 - EMPLOYER AUTHORITY	4
ARTICLE 5 - DISCIPLINE	4
ARTICLE 6 - GRIEVANCE PROCEDURE.....	4
ARTICLE 7 - SENIORITY.....	6
ARTICLE 8 - PROBATIONARY PERIOD	7
ARTICLE 9 - WORK SCHEDULE	7
ARTICLE 10 - WAGES	8
ARTICLE 11 - OVERTIME	9
ARTICLE 12 - JURY DUTY	10
ARTICLE 13 - UNIFORMS.....	10
ARTICLE 14 - PAID TIME OFF, SEVERANCE PAY, HOLIDAYS, AND INSURANCES.....	10
ARTICLE 15 - CERTAIN ASSIGNED DUTY ON SCHEDULED DAYS-OFF	13
ARTICLE 16 - COMMUNICATIONS TRAINING OFFICERS	14
ARTICLE 17 - DURATION AND GENERAL PROVISIONS.....	14
SCHEDULE A - WAGES.....	16
SCHEDULE B – SENIORITY DATES.....	17
SCHEDULE C – GROUP MEDICAL INSURANCE.....	19

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LOCAL 336
PUBLIC SAFETY TELECOMMUNICATORS**

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. (LE.LS.), Local# 336, hereinafter referred to as the UNION. The parties embark on a new era in labor relations built upon collaboration and mutual responsibility for successfully maintaining the operations and work-place 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 public safety telecommunicators by Dakota 911 who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14. Provided, however, supervisory, 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, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under 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 (2007), 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 sodoing.

ARTICLE 5 - DISCIPLINE

- 5.1 Discipline will be administered consistent with the principles of just cause and thewell-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 intime 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 atreasonable times under the direct supervision of the EMPLOYER.

- 5.5 Grievances relating to this Article shall be initiated by the UNION in Step 2 of thegrievance 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 orapplication 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 employee's immediate supervisor 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 employee's supervisor will discuss and give an answer in writing to such Step 1 grievance within five (5) calendar days after receipt. A grievance not resolved in Step 1 must be appealed to Step 2 within ten (10) calendar days after the supervisor'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 Director of Operations who will be responsible to confer with the Executive Director and to give the UNION the EMPLOYER'S Step 2 answer in writing within five (5) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to arbitration within five (5) 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 application of the express terms of this AGREEMENT to the facts of 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 a grievance is not presented within the time limits set forth above, it shall be considered "waived" or settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to take the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

6.7 CHOICE OF REMEDY.

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 public safety telecommunicators effective January 1, 2007, is attached and has been agreed upon as accurate.
- 7.2 Seniority ranking for public safety telecommunicators hired after January 1, 2007, 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 with Dakota 911 based on the date.
- 7.3 Seniority rosters will be maintained by the Administrator 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 public safety telecommunicator positions that will be discontinued from its operations. A reduction in the size of the work force 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 public safety telecommunicator 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 recall rights and terminate employment rights with Dakota 911.

ARTICLE 8 - PROBATIONARY PERIOD

- 8.1 Any public safety telecommunicator 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 public safety telecommunicator to report to work or take PTO to complete their scheduled workday. 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, with the exception of probationary staff who will be placed on the schedule at the discretion of Dakota 911 management. Situations may arise requiring Dakota 911 to override such selections, for example, but not limited to, medical limitations/doctor's orders, personality conflicts, restraining orders, protection orders, harassment orders, or to maintain an adequate balance of experienced staff. 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, sick 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.

ARTICLE 10 - WAGES

- 10.1 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.
- 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 total number of months employed at Dakota 911 in the classification of public safety telecommunicator, provided that the employee has had no more than one break in service. Employees with more than one break in service in the classification of public safety telecommunicator will have their length of service based upon their most recent date of hire by Dakota 911. Full-time employees shall have an additional year of service credited on each successive anniversary date following such date of hire.
 - 10.3.2 Employees' date of hire shall be based on the seniority date 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 30 days, or upon termination of employment.

10.3.4 A former employee who is re-employed within one (1) year 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 the DDC 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 in 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 rated 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 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's upon it 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, or transfer an employee from another jurisdiction at a step in the pay range higher than the entry step, based on prior qualifying public safety telecommunicator experience. The qualifying public safety telecommunicator 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 Performance standards, performance evaluations, pay adjustments of more than one step and the employment of a public safety telecommunicator with prior qualifying dispatching experience at above the minimum pay step, shall not be subject to the grievance procedure.
- 10.9 Employees will receive a weekend differential of \$1.15 per hour for each hour worked between 1700 hours on Friday to 0600 hours on Monday.
- 10.10 Employees with 11 or more years of service as a Dakota 911 public safety telecommunicator shall receive a \$750 lump sum payment on their anniversary date except for those that have reached 11 or more years 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 reached 11 or more years of service as a Dakota 911 public safety telecommunicator.

ARTICLE 11 - OVERTIME

- 11.1 Dakota 911 pays overtime to all employees determined to be non-exempt, at one and one half (1 1/2) 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 distributed as equally as practicable irrespective of unit or seniority ranking. Dakota 911 will utilize electronic communication to disseminate notice of opportunities for an overtime assignment. Generally, an employee who responds to the e-mail notification with the least amount of overtime worked will be the first employee considered for the assignment of the overtime. 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 use 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..
- 11.7 If DAKOTA 911 cancels an employee's scheduled overtime shift within 24 hours of the start of that shift, the employee can elect to either work or forgo the overtime shift. The employee's decision must be communicated to Dakota 911 supervisor at the time the cancellation of the shift is communicated to the employee. The employee's decision is binding on DAKOTA 911 and the employee and cannot be changed.

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 pay check.

ARTICLE 13 - UNIFORMS

- 13.1 The EMPLOYER has established through policy a listing of preferred clothing intended to easily identify DCC employees and maintain appropriate appearance among public safety telecommunicators. It will provide a purchase order to a new public safety telecommunicator for an initial issue of four (4) items of clothing: shirts and pants in any combination. A purchase order for replacement of the initial issue items may be issued as deemed necessary and appropriate by Dakota 911 based upon normal wear and tear.

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 year = 6.5 hours per pay period (equivalent to 169 hours annually)
- start of 6th through end of 10th year = 8 hours per pay period (equivalent to 208 hours annually)
- start of 11th through end of 15th year = 9.5 hours per pay period (equivalent to 247 hours annually)
- start of 16th through end of 20th year = 10.5 hours per pay period (equivalent to 273 hours annually)
- start of 21st through end of 25th year = 11.5 hours per pay period (equivalent to 299 hours annually)
- start of 26th 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 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 would 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 tiebreaker except in cases where an employee seeks to use PTO for one of the reasons set forth in for one of the reasons set forth in Minnesota Statutes Section 181.9447 (Use of Earned Sick and Safe Leave).

14.1.5 Dakota 911 management will convey the process for shift bids and PTO bids.

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. In the event of the death of any 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 cause as a result of a 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 eleven (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 public safety telecommunicator 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. A public safety telecommunicator 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. Public safety communicators 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 public safety communicator from the employee's final paycheck.

14.3.3 A public safety telecommunicator who is scheduled to work a shift with any hour(s) that start on the actual day of a holiday listed in Section 14.3.1 will be paid at one and one-half (1 1/2) 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) maybe 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 the result of the denial of coverage or a claim by an insurance carrier.

14.4.3 Duration of Benefit: A public safety telecommunicator otherwise eligible will receive the contribution(s) toward the premium cost for insurances as specified in this section as long as the public safety telecommunicator 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 covered 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 public safety telecommunicator 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 public safety telecommunicators 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, mother-in-law, father-in-law, sister-in-law, brother-in-law and employee's step children, step parents and step siblings. 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, step child, parent or step 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 public safety telecommunicators who are assigned full shifts for the entire year.

ARTICLE 15 - CERTAIN ASSIGNED DUTY ON SCHEDULED DAYS-OFF

15.1 Court Time:

A public safety telecommunicator 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 scheduled 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 public safety telecommunicator is subpoenaed and assigned by Dakota 911 to testify in a civil judicial proceeding, the public safety telecommunicator will be paid by Dakota 911 and will be required to pay-over any witness fees and reimbursement for costs to Dakota 911.

15.1.A In the event of cancellation of a scheduled criminal court time less than twenty-four (24) hours before the date and time of the court appearance, the employee shall be entitled to three (3) hours at their regular wage rate.

15.2 Call Back Time:

A public safety telecommunicator who is called back for a shift of public safety telecommunicator duties during scheduled time-off 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.

A public safety telecommunicator who is called back for committee meetings, open enrollment meetings, or other similar meetings will be paid hour-for-hour at the appropriate rate, but without any minimum.

ARTICLE 16 - COMMUNICATIONS TRAINING OFFICERS

16.1 Dakota 911 reserves its management right to create a CTO position(s), a job description, and assign an employee to the position.

16.2 Dakota 911 will create an application process for public safety telecommunicators to apply for any CTO opening.

16.3 A CTO will be paid an additional \$5.00 per hour for time spent performing CTO duties.

16.4 If no CTO is available on the day of scheduled training, the trainee will be assigned merely to observe another public safety telecommunicator who is not a CTO.

ARTICLE 17 - DURATION AND GENERAL PROVISIONS

17.1 This AGREEMENT shall be effective as of January 1, 2024, and shall remain in full force and effect through December 31, 2025.

17.2 The final Agreement will be available for review on-line.

17.3 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.

17.4 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 #336

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	\$ 28.91	\$ 29.63	\$ 30.67
6 Months	\$ 30.35	\$ 31.11	\$ 32.19
1 Year	\$ 31.84	\$ 32.64	\$ 33.78
2 Years	\$ 33.48	\$ 34.31	\$ 35.52
3 Years	\$ 36.89	\$ 37.81	\$ 39.13
4 Years	\$ 38.73	\$ 39.70	\$ 41.09
5 Years	\$ 41.55	\$ 42.59	\$ 44.08

SCHEDULE B – SENIORITY DATES

Rank	Employee Name	Adjusted Seniority	DCC Hire/Rehire	Separation	Original DCC Hire	Original Seniority
1	Bailey, Kellie	10/24/1994			1/1/2007	10/24/1994
2	Vossberg, LynAnn	8/26/1996			1/1/2007	8/26/1996
3	Watry, Mary	11/8/2000			1/1/2007	11/8/2000
4	Ryan, Cynthia	11/27/2000			1/1/2007	11/27/2000
5	Whebbe, Michael	12/3/2001			1/1/2007	12/3/2001
6	Kluck, Brian	6/3/2003	11/18/2018	11/18/2017	1/1/2007	6/3/2002
7	Chilson, David	1/26/2004			1/1/2007	1/26/2004
8	Buran, Jenni	5/24/2004			1/1/2007	5/24/2004
9	Cemensky, Jolene	11/3/2004			1/1/2007	11/3/2004
10	Gleason, Tiffany	6/26/2006			1/1/2007	6/26/2006
11	Messina, Gino	5/11/2007	5/22/2016	9/10/2015	1/1/2007	8/29/2006
12	Evans, Becky	12/1/2008	6/16/2015	3/10/2015	8/25/2008	8/25/2008
13	Strese, Amy	2/15/2011			2/15/2011	2/15/2011
14	Bourdages, Tori	3/9/2011	10/24/2016	11/21/2015	4/5/2010	4/5/2010
15	White, Mandy	2/11/2013	11/1/2019	4/29/2018	8/10/2011	8/10/2011
16	Wernick, Justine	6/18/2013			6/18/2013	6/18/2013
17	Taibi, Melissa	8/11/2014			8/11/2014	8/11/2014
18	Maurer, Mike	2/9/2015			2/9/2015	2/9/2015
19	Hiracheta, Max	10/26/2015			10/26/2015	10/26/2015
20	Hubler, Lindsey	2/23/2016			2/23/2016	2/23/2016
21	Merrell, Delci	1/20/2017			1/20/2017	1/20/2017
22	Babcock, Alex	5/24/2017			5/24/2017	5/24/2017
23	Mitchell, James	1/21/2018			1/21/2018	1/21/2018
24	Schmidt, Taylor	4/20/2018			4/20/2018	4/20/2018
25	Baker, Sarah	6/18/2018			6/18/2018	6/18/2018
26	Beskar, Jason	5/20/2019			5/20/2019	5/20/2019
27	Stevenson, Riley	5/20/2019			5/20/2019	5/20/2019
28	Scrudato, Angela	2/3/2020			2/3/2020	2/3/2020
29	Melton, Jenny	11/15/2021			11/15/2021	11/15/2021
30	Leubner, Becca	11/15/2021			11/15/2021	11/15/2021
31	Peers, Melissa	2/28/2022			2/28/2022	2/28/2022
32	Elrod, Hannah	3/26/2022			3/26/2022	3/26/2022
33	Koerble, Patrick	7/19/2022			7/19/2022	7/19/2022
34	Monjaras, Katarina	7/29/2022	1/1/2023	12/22/2022	7/19/2022	7/19/2022
35	Robison, Chris	8/9/2022			8/9/2022	8/9/2022
36	Schroeder, Peyton	8/9/2022			8/9/2022	8/9/2022

37	Norman, Heather	9/6/2022			9/6/2022	9/6/2022
38	Drusch, Maya	10/19/2022			10/19/2022	10/19/2022
39	Williams, Brian	12/7/2022			12/7/2022	12/7/2022
40	Leonard, Julius	1/25/2023			1/25/2023	1/25/2023
41	Beckman, Alex	1/25/2023			1/25/2023	1/25/2023
42	Dammer, Amelia	5/10/2023			5/10/2023	5/10/2023
43	Hertling, Desirae	5/10/2023			5/10/2023	5/10/2023
44	TBD					
45	TBD					
46	TBD					
47	TBD					
48	TBD					
49	TBD					
50	TBD					
51	TBD					
52	TBD					
53	TBD					
54	TBD					

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