

LABOR AGREEMENT

between

The County of McLeod, Minnesota

and

**Law Enforcement Labor Services Local #297
Sheriff's Department Sergeants**

January 1st, 2023 – December 31st, 2025



**Law Enforcement
Labor Services, Inc.**

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.1 This Agreement is entered into between the County of McLeod, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. local #297, hereinafter called the Union.
- 1.2 It is the intent and purpose of this Agreement to:
- a) Assure sound and mutually beneficial working and economic relationships between the parties hereto;
 - b) Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application;
 - c) And, place in written form the parties' agreement as to terms and conditions of employment for the duration of this Agreement.
- 1.3 The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize that this Agreement is no intended to modify any of the authority vested in the County of McLeod by the statues of the State of Minnesota, except as provided in this Agreement.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for McLeod County employees as follows:
- All essential licensed Sergeants employed by the McLeod County Sheriff's Department, Glencoe, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03 Subd. 14, excluding confidential employees.
- 2.2 Any dispute arising from either the inclusion or exclusion of a classification shall be resolved by submitting the dispute to the Bureau of Mediation Services.

ARTICLE 3 – DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services Local #297.
- 3.3 EMPLOYEE: A member of the recognized exclusive bargaining unit.
- 3.4 DEPARTMENT: The McLeod County Sheriff's Department.
- 3.5 EMPLOYER: County of McLeod and its authorized representative(s), including the Sheriff or designee.
- 3.6 SHERIFF: The McLeod County Sheriff
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.8 Union Representative: Business Agent or Union Officers.
- 3.9 OFFICIAL BULLETIN BOARD: A bulletin board of the McLeod County Sheriff's Department shall be located in the staff area of the Sheriff's Department.

- 3.10 EMERGENCY: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.11 LAYOFF: A reduction of the workforce for reasons other than discipline.
- 3.12 LEAVE OF ABSENCE: An approved absence from work duty during a scheduled work period without or without compensation.
- 3.13 PROBATIONARY PERIOD: The first twelve (12) months of service.

Article 4 – Employer Security

- 4.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike slowdown or other interruption of or interference with the normal functions of the Employer. In recognition of the provisions included in this Agreement for a grievance procedure providing for arbitration be used for resolution of disputes, the Union agrees that neither the Union, its Officers or Agents, or any of the employees covered by this Agreement will engage in work stoppage, work slow-downs, sick-ins, or mass absenteeism. Any or all employees who violate the provisions of this Article will be subject to discharge or other discipline as appropriate under applicable rules and/or laws.

Article 5 – Employer Authority

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement.

Article 6 – Union Security

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted directly to the Union.
- 6.2 The Union may designate one employee from the bargaining unit to act as a Steward and shall inform the Employer in writing of such choice and changes in the position of Steward.
- 6.3 The Steward shall be permitted reasonable time to perform and discharge the duties which are properly assigned under the terms of this Agreement. The steward shall be permitted reasonable time to process grievances without loss of time or pay during regular working hours in accordance with Article 7 of this Agreement.
- 6.4 The Employer shall make space available on the employee bulletin board for posting of Union notices and announcements.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Article 7 – Employee Rights – Grievance Procedure

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.

7.2 **Representatives:** The Employer will recognize one representative designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the Employer in writing of the name of such Union representative and successor when so designated.

7.3 **Processing of a Grievance:** It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union representative will be released from work, without loss in pay, to investigate a grievance and present the grievance to the Employer pursuant to this Article provided the employee and the Union representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

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

Step 1: An employee claiming a violation concerning the interpretation or application of this contract shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 will be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, the remedy requested, and shall 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 within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Sheriff or the Sheriff's designee. The Sheriff or the Sheriff's designee shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff or the Sheriff's designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the County Board or the Board's designee. The County Board, or its designee, shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Boards, or their designee's, final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3a: If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 below. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 4: A grievance unresolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Board or designee's Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of Grievances as established by the Bureau of Mediation Services. Parties shall alternately strike names from a list of seven names provided by the Bureau of Mediation Services until only one name remains, and the remaining name shall be that of the designated arbitrator.

- 7.5 **Arbitrator's Authority:** The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this contract. 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 decide on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the Arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
- 7.6 **Arbitrator's Fees:** The fees and expenses for the arbitrator's services and proceedings shall be born 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 the requesting party pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.
- 7.7 **Waiver:** If a grievance is not presented within the time limits set forth above it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the bases of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit of each step may be extended by mutual agreement of the Employer and the Union.
- 7.8 **Choice of Remedy:** If as a result of the written Employer's response in Step 3 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 Step 4 of Article 7, or to a procedure such as Veteran's Preference, Human Rights, or Civil Service. If appealed to any procedure other than Step 4 the grievance is not subject to the Arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission may also pursue an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in

EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled the italicized portion of this section shall be deleted.

Article 8 – Savings Clause

- 8.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions of this Agreement shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

Article 9 – Seniority

- 9.1 Total seniority shall be the length of continuous full-time employment with the Employer which shall be used solely for the purpose of determining vacation accrual.
- 9.2 Departmental seniority shall be the continuous length of time in the Sheriff's Department.
- 9.3 Classification seniority shall be the length of continuous full-time employment in the employee's current classification.
- 9.4 Continuous employment shall be unceasing service from the employee's last date of hire, including approved leaves of absence and periods of layoff if return was upon recall.
- 9.5 The Sheriff or designee shall post a departmental seniority list annually.
- 9.6 Shifts shall be assigned by the Sheriff or designee by January 31st of each year. Employees may voluntarily switch shifts with the approval of the Employer.
- 9.7 Vacation periods shall be selected on the basis of total seniority until June 1st of each year.
- 9.8 A reduction of work force will be accomplished on the basis of classification seniority.
- 9.9 An employee on lay-off shall have an opportunity to return to work within one (1) year of the time of the employee's layoff before any new employee is hired, except that any employee on layoff who is notified by registered mail to return to work and fails to do so within twelve (12) workdays shall be considered to have voluntarily terminated employment with the employer.

Article 10 – Discipline

- 10.1 The Employer will discipline employees who have completed the probationary period for cause only. Discipline will be in one or more of the following forms:
- a) Oral Reprimand
 - b) Written Reprimand
 - c) Suspension
 - d) Demotion
 - e) Discharge
- 10.2 Written reprimands, suspensions, demotions, and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the Employee. The

employee and the Union will receive a copy of such reprimands and/or notices. If the employee refuses to acknowledge receipt of the notice or is not available, this shall be noted by the supervisor in place of the signature and a certified copy of the notice will be sent to the last known address of the employee.

- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning a matter that may lead to disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.6 Grievances relating to a written reprimand, suspension, demotion, or discharge will be initiated by the Union at Step 2 of the grievance procedure under Article 7.
- 10.7 During the probationary period the Employer may return a promoted employee to the employee's previous classification. Such return shall be made to the same classification and wage as held prior to promotion. Such action shall not be subject to the grievance procedure.

Article 11 – Probationary Period

- 11.1 All newly hired employees shall be required to serve a twelve (12) month period of job probation. Any employee who has passed probation in one position and moves to a different position shall be required to serve a six (6) month probationary period in the new position.

Article 12 – Overtime

- 12.1 Employees will be compensated at one and one-half (1.5) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Voluntary changes of shifts do not qualify an employee for overtime under this Article.
- 12.2 Employees shall not work overtime unless authorized to do so by the appropriate supervisor.
- 12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.4 Employees may accrue up to fifty (50) hours of compensatory time. Compensatory time is to be taken at a time that does not disrupt the normal working pattern of the Sheriff's Department. Any compensatory time accumulated must be used by December 31st of the calendar year or, at the Employer's discretion, employee may cash out the compensation time at the employee's current rate of pay during any pay period throughout the calendar year. Requests for the use of compensatory time must be made two weeks prior to their use. This requirement may be waived by the department head/supervisor.

Article 13 – Court Time and Call Back

- 13.1 Effective the first day of the first payroll period following County Board approval of this Agreement, an employee who is required to appear in court during the employee's scheduled off-duty time shall receive, at the employee's option, a minimum of three (3) hours compensatory time or pay at one and one-half (1.5) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the three (3) hour minimum.
- 13.2 An employee who is called to duty during the employee's scheduled off-duty time

shall receive a minimum of three (3) hours pay at one and one-half (1.5) times the employee's base pay rate.

Article 14 – Vacation and Sick Leave

- 14.1 All full-time employees shall be eligible for vacation leave benefits at their current base pay rate. Employees shall not accrue vacation or sick leave during a period of a leave of absence without pay.
- 14.2 Permanent full-time employees shall accrue vacation benefit in accordance with the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status:

Years of Tenure	Hours Per Month	Days Per Year
0 - 5	8	12
6 - 10	10	15
11 - 15	12	18
16 and Beyond	14.66	22

- 14.3 Employees shall accrue vacation time from their date of hire, but it shall be available for use after the first six (months) of continuous employment.
- 14.4 No employee may carry more than two hundred forty (240) hours of vacation at any time.
- 14.5 Employees shall earn sick leave from their date of hire at the rate of eight (8) hours for each completed month worked. Employees working less than full-time shall earn sick leave at a proportionate rate.
- 14.6 The Sheriff or designee may require a doctor's statement showing the nature of an injury, illness, and/or an evaluation of necessity directly related to such absence. Any additional expense incurred in obtaining this statement shall be the responsibility of the Employer.
- 14.7 Employees shall make requests for sick leave by telephone or in writing before, or as soon as possible before their scheduled reporting time.
- 14.8 If an employee becomes ill or disabled while on vacation the employee's vacation shall be changed to sick leave for the period of the illness or disability upon presentation of a doctor's statement to the employee's supervisor. Notice shall be given to the supervisor as soon as possible when the illness or disability occurs.
- 14.9 Each employee shall earn eight (8) hours of sick leave for each month worked. Sick leave shall accumulate up to 900 hours. All employees hired prior to October 21st, 1997, upon retirement or termination and unless terminated for just cause, shall be entitled to fifty-five percent (55%) of the unused sick leave up to 900 hours as severance pay. Employees who were hired on or after October 21st, 1997 will not be eligible for the severance benefit set forth above and will be limited to a maximum sick leave balance of 900 hours.
- 14.10 Employees hired prior to October 21st, 1997 will be paid in January of each year for the hours in excess of 900 at the straight time pay for which they are normally compensated. Employees hired on or after October 21st, 1997 will not be eligible to cash in sick leave as provided above.
- 14.11 The Sheriff or designee may approve the use of accumulated sick leave by an employee who is unable to work for reason of illness, injury, or pregnancy; who would expose fellow employees or the public to contagious or infectious disease; for required medical or dental care; or to make arrangements for care necessary for a member of the employee's immediate family who is

seriously ill. Immediate family shall include all listed in Minnesota Statute 181.9413: the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepfamily relationships of the same relations mentioned.

Article 15 – Leaves for Death in the Family

- 15.1 Funeral leave up to a maximum of four (4) days not to be taken from sick leave may be authorized by the Sheriff or designee in case of a death in the immediate family that is spouse, children, brothers, sisters, parents, and grandparents of either the employee or spouse, and, stepfamily relationships of the same relations mentioned. Each request will be considered individually by the Department Head and circumstances such as travel time involved, responsibility of the employee for funeral arrangements, and administration of the estate, will be considered. The Sheriff or designee may authorize additional use of sick leave or vacation leave as necessary.

Article 16 – Leave of Absence

- 16.1 The Sheriff or the Sheriff's designee may approve the absence of an employee without pay not to exceed two weeks for justifiable reasons. Any absence of more than two weeks, with or without pay, shall be approved by the County Board in advance. Where appropriate, the County Board may grant an official leave of absence in order to preserve the employee's rights under applicable retirement programs.
- 16.2 Paternity/Maternity Leave: An unpaid maternity/paternity leave of absence of up to six (6) months shall be granted to pregnant or adopting employees with probationary or permanent status when requested.

The Sheriff or designee may require prior notice to determine the commencement date and duration of maternity/paternity leaves, the Sheriff or designee shall review each on its individual merits, taking into consideration individual duties, efficiency, health and welfare of the employee or child, or other relevant criteria. Following childbirth or upon receiving the child when adopting and upon signifying the employee's intent to return with at least two weeks' notice and within the six months leave of absence period, employee shall be reinstated to their original job or to a position of like status and pay. The Sheriff or designee may require that the employee produce medical certification that the employee is fit for work before returning to the job.

- 16.3 Court Duty: Any employee subpoenaed as a witness for County related business or called and selected for jury duty shall receive the employee's regular compensation and other benefits for such duty. Pay received for jury duty must be given to the County by the employee. Pay for expenses shall be kept by the employee.
- 16.4 Military leave shall be provided in accordance with Federal and State Statutes.
- 16.5 If an employee files for the office of Sheriff the employee must take a leave of absence upon candidacy or date of filing. Employees shall notify the Commission in writing fourteen (14) days prior to the filing date. IN the event an employee fails to provide the fourteen (14) day notice as set forth herein, the employee will forfeit accrued vacation time up to fourteen (14) days. An employee on such leave of absence shall use accrued action and/or compensatory time before going on an unpaid status. Insurance benefits may be continued during period of unpaid leave with the employee paying for the full cost. If the employee, after being on unpaid leave, ceases to be a candidate the employee shall be reinstated immediately after the primary election.
- 16.6 Time spent on an unpaid leave of absence shall not count towards an employee's seniority except as stated in Article 16.4.

- 16.7 Employees working the minimum requirement pursuant to the Family and Medical Leave Act will be eligible for leaves of absence pursuant to County policy.

Article 17 – Reinstatement

- 17.1 A former employee who is re-employed in the employee's old class within one (1) year will have only the following items reinstated: The same salary as when the employee left, seniority credit, non-probationary status, and vacation accumulation rate as of the date of prior separation from employment.

Article 18 – Holidays

- 18.1 The following days will be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Presidents Day
Veterans Day	Memorial Day
Thanksgiving Day	Day after Thanksgiving
Independence Day	Christmas Eve*
Christmas Day	

The Christmas Eve holiday is a 4-hour paid holiday for scheduled employees. If an employee is unable to take 4 hours off due to Employer staffing requirements, they will receive an additional 4 hours of regular holiday time pay.

A floating holiday is one (1) regularly scheduled shift during the present calendar year to be taken on a date determined by the employee with approval of the Sheriff or the Sheriff's designee. In order to be eligible for the floating holiday the employee must be employed on or before July 1st of the year in question.

- 18.2 All employees will be paid once a year for holiday pay by the first pay period in December, by separate payment. Holiday pay will be paid at the applicable straight time rate that an employee received when the holiday occurred for the above holidays (100 hours).
- 18.3 All employees who are required to work on a holiday shall be paid at the rate of one and one-half (1.5) times their regular rate for all hours worked.

Article 19 – Injury on Duty

- 19.1 In all cases when an employee is injured in the course of employment a leave of absence of up to twenty-four (24) months with pay ay be granted according of the following provisions:
- a) The request for the leave of absence will be herd by the three (3) members of the Workers' Compensation Board, consisting of the Steward of the Union, a representative of the County's choice, and a third party agreed on by both the Steward and the Employer's representative.
 - b) The above Board will determine the length of leave of absence. The employee shall receive supplementary payments (not charged to sick leave) to make up the difference between Worker's Compensation payments and the employee's normal rate of pay.
 - c) The Board's decision shall be by majority vote and shall be final and binding on both the employee and the Employer. Leaves of absence specified in this section shall be made based on the salary at the time of the injury and for a period not to exceed

twenty-four (24) months. The employee shall accumulate seniority while on a leave of absence covered by this Article.

Article 20 – Clothing Allowance and Maintenance

- 20.1 Employees shall be allowed a clothing allowance payable in January. The clothing allowance will be eight hundred twenty-five dollars (\$825.00). Employees assigned to ERU shall receive one hundred dollars (\$100.00) in addition to the regular allowance.
- 20.2 The clothing allowance shall be used for the purpose of replacing items of initial issue by the Sheriff's Department, including leather. At the discretion of the Sheriff or designee the items replaced may be required to be returned to the Department.
- 20.4 Initial issue for all newly hired employees, which remains the property of the County, shall consist of the following:

Initial Issue Items:

- 3 pairs of pants
- 3 long sleeve shirts
- 3 short sleeve shirts
- 2 ties
- 1 winter jacket
- 1 winter cap
- 1 glove holder
- 1 stocking cap
- 1 felt campaign style hat
- 1 vinyl cover for campaign hat
- 2 name tags
- 1 raincoat
- 2 badges (2 regular, 1 hat)
- 1 cold weather snow pants
- 1 set of BDUs
- 1 Kevlar helmet
- 1 bullet resistant vest with trauma plate to be replaced by the County upon expiration

Duty Gear Issued:

- 1 Department issued handgun, make and model to be decided by the Sheriff
- 1 garrison belt (inner belt)
- 1 duty belt
- 1 double magazine holder
- 1 holster to fit issued handgun
- 1 radio, radio holder, and charger
- 1 baton and holder
- 1 can of mace and holder
- 1 flashlight holder
- 4 belt keepers
- 2 pairs of handcuffs and one double handcuff holder, or two single handcuff holders
- 1 medical glove holder
- 1 key holder

- 20.5 The Employer agrees to replace handguns, prescription eyeglasses, and hearing aids of the employees that are lost or damaged in the line of duty through all but negligence on the part of the employee. At the discretion of the Sheriff or designee uniform items as listed in Article 20.4 damaged in a unique situation will be replaced by the County.
- 20.6 If an employee is terminated after receiving the full uniform allowance and before service the full twelve (12) month period (January to December), the pro-rated share of unearned uniforms shall be deducted from the final paycheck.
- 20.7 The County shall provide the initial clothing upon employment for all newly hired employees. On the first anniversary of employment the employee shall receive a pro-rated clothing allowance for that calendar year.

Article 21 – Insurance

- 21.1 The Employer agrees to provide all full-time employees with a hospital, medical, and surgical benefit plan. The Employer contribution for single coverage shall be \$794.27 in 2023.
- Effective prior to January 1st, 2024 and January 1st, 2025 the County and the Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for these health insurance premiums.*
- 21.2 Full-time employees shall have the option of insuring their dependents in a hospital, medical, and surgical benefit plan. The Employer will contribute \$1,191.41 for employee plus children or spouse, or, \$1,588.54 for employee plus family per month toward the cost of such dependent coverage in 2023. Any additional cost for single or family coverage shall be paid by the employee through payroll deduction.
- Effective prior to January 1st, 2024 and January 1st, 2025 the County and the Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for these health insurance premiums.*
- 21.3 The Employer agrees to provide all full-time employees with life insurance with double indemnity payments for line of duty or accidental death according to the following schedule:
- a) \$25,000.00 per employee
- 21.4 Employees who retire from the Sheriff's Department shall have the option of remaining in the provided group insurance programs, provided the employee pays the applicable County group insurance rate for the specific insurance desired until age 65 or in accordance with applicable State and Federal Statutes.
- 21.5 The Union agrees that during the course of this contract they shall not enroll in any health benefit plan not authorized by the Employer.
- 21.6 Affordable Care Act: In the event of the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet

immediately to bargain over alternative provisions so as to comply with the Act and avoid, minimize, or reduce any penalties, taxes, or fines for the Employer.

- 21.7 The County's 2023 wellness program offers up to five hundred dollars (\$500.00) in wellness credits for plan for participants for 2023 (to be issued through HSA or VEBA distribution).

Article 22 – Hours of Work

- 22.1 This Article is intended only to define the normal hours of work.
- 22.2 The normal work year shall be based on two thousand eighty (2,080) hours.

Article 23 – Third Party Claims Against Employees

- 23.1 Pursuant to Minnesota Statutes, the Employer will defend, save harmless, or indemnify the employee against any claim or demand, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance and scope of the employee's duties.

Article 24 – Wages and Training

- 24.1 Employees shall receive compensation in accordance with Appendix A.
- 24.1.1 The salary range consisting of a minimum and maximum salary set forth in Appendix A will apply. In no event will an employee's base salary exceed the salary range maximum.

Effective January 1, 2023 eligible employees will receive a three and one-half percent (3%) increase within the salary schedule. The salary schedule will increase two and one-half percent (2.5%) from 2022 to 2023.

Effective January 1, 2024 eligible employees will receive a three percent (3.0%) increase within the salary schedule. The salary schedule will increase two and one-half percent (2.5%) from 2023 to 2024.

Effective January 1, 2025 eligible employees will receive a three percent (3.0%) increase within the salary schedule. The salary schedule will increase two and one-half percent (2.5%) from 2024 to 2025.

The Employer may elect to hire new employees in a classification with the salary range.

- 24.2 Each employee shall receive a minimum of sixteen (16) job-related and P.O.S.T. approved credit hours per year which shall be at the choice of the employee. If there is a change in statutory requirements each employee shall receive a minimum equal to the requirement. The Employer retains the authority to approve or deny any schooling request. The Employer will pay the cost of the P.O.S.T. License fee and renewal fee.
- 24.3 The County will pay for training which is authorized by the County at tie and one-half the regular rate of pay if in excess of their regularly scheduled shift. This includes travel time to and from training. Any additional training is at the discretion of the Sheriff or the Sheriff's designee.

- 24.4 An employee's failure to maintain the required license shall constitute just cause for discipline under Article 10 of this contract. Circumstances beyond the employee's control will be considered by the Employer in determination of any disciplinary action.
- 24.5 Employees assigned as Detective/Investigator Sergeant shall receive three hundred dollars (\$300.00) per month in addition to their regular wage.
- 24.6 Employees assigned as Field Training Officer shall receive two dollars (\$2.00) per hour in addition to their regular wage for all hours worked in this capacity.
- 24.7 Employees who work the majority of their shift between the hours of 6:00 p.m. and 6:00 a.m. shall receive one dollar (\$1.00) per hour in addition to their regular wage for the entire shift, and all hours worked between Friday at 6:00 p.m. and Monday at 6:00 a.m. Shift differential shall apply to hours worked only and shall not apply to compensatory time, vacation leave, sick leave, or other situations other than hours worked.
- 24.8 The Employer will provide a meal allowance up to forty dollars (\$40.00) for all-day training or business outside of the County. The maximum meal allowance for one half day training or business out of the County shall be twenty dollars (\$20.00). The employee will be required to provide the County with receipts for their meals.
- 24.9 Performance reviews shall be conducted by department head or supervisor for all employee's performance, and the employee shall have an opportunity to discuss performance with the department head or supervisor. During an employee's performance review, it will be the individual's total performance as related to stated responsibilities of their position that will be evaluated. An employee who receives a rating of one (1), which means "needs improvement" in two or more performance review categories, or an overall rating of 24 or less will not be eligible for the upcoming range movement for that year. Employees may appeal their performance review to the County Administrator. The performance review is intended to inform the employee of their level of performance, to stimulate improved performance and personal development, and to determine how the employee views responsibilities and communicates with the department head or supervisor. Performance reviews will be conducted at least annually.

Article 25 – Voluntary Termination

- 25.1 An employee voluntarily terminating employment shall submit in writing the effective date of termination to the department head not less than thirty (30) days prior to the effective date of resignation. The department head may grant a shorter notice if circumstances warrant it.

Article 26 – Waiver of Bargaining

- 26.1 Any and all prior agreements, resolutions, policies, rule, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 26.2 The parties mutually acknowledge that during the negotiations which have resulted in this Agreement had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment not remove from law by bargaining. All agreements and understandings arrived at by the parties are fully set forth in this Agreement. The Employer and the Union each voluntarily and unqualifiedly wave the right to meet and negotiate regarding any and all terms and conditions of employment not specifically referenced to or covered by this

Agreement. Even though such terms or conditions shall not have been within the knowledge or contemplation of either or both of the parties at the time of this Agreement was negotiated or executed the parties may, upon mutual agreement, amend or modify any provision of this Agreement.

Article 27 – Duration

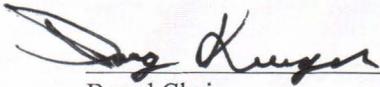
27.1 This Agreement would be effective as of January 1st, 2023 and shall remain in full force and effect until December 31st, 2025, or until a new Agreement is adopted by the parties. Retroactive pay and benefits, if agreed to, shall be paid only to employees employed as of the date of the Union ratification of the successor collective bargaining Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this agreement on the 20th day of

December, 2022

COUNTY OF MCLEOD

LELS LOCAL #297



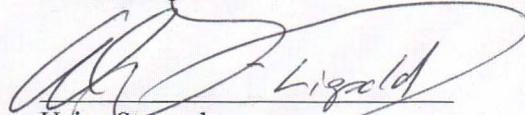
Board Chair



Business Agent



County Administrator



Union Steward

Appendix A – Wage Schedule

Licensed Sergeant Wage Grade – 190

2023 McLeod County Wage Grade Ranges			
Job Grade	Minimum	Midpoint	Maximum
260	\$49.46	\$61.83	\$74.19
250	\$46.79	\$58.48	\$70.18
240	\$44.15	\$55.19	\$66.23
230	\$41.60	\$52.00	\$62.41
220	\$39.00	\$48.75	\$58.50
210	\$36.49	\$45.61	\$54.73
200	\$34.01	\$42.51	\$51.01
190	\$31.62	\$39.52	\$47.42
180	\$29.22	\$36.52	\$43.83
170	\$26.86	\$33.57	\$40.29
160	\$24.54	\$30.67	\$36.81
150	\$22.30	\$27.88	\$33.45
140	\$20.06	\$25.07	\$30.09
130	\$17.51	\$21.88	\$26.26
120	\$15.54	\$19.42	\$23.31
110	\$13.53	\$16.91	\$20.30
100	\$11.60	\$14.50	\$17.40

2024 McLeod County Wage Grade Ranges			
Job Grade	Minimum	Midpoint	Maximum
260	\$50.70	\$63.37	\$76.05
250	\$47.96	\$59.95	\$71.93
240	\$45.26	\$56.57	\$67.88
230	\$42.64	\$53.30	\$63.97
220	\$39.98	\$49.97	\$59.97
210	\$37.40	\$46.75	\$56.10
200	\$34.86	\$43.57	\$52.29
190	\$32.41	\$40.51	\$48.61
180	\$29.95	\$37.43	\$44.92
170	\$27.53	\$34.41	\$41.29
160	\$25.15	\$31.44	\$37.73
150	\$22.86	\$28.57	\$34.29
140	\$20.56	\$25.70	\$30.84
130	\$17.94	\$22.43	\$26.92
120	\$15.93	\$19.91	\$23.89
110	\$13.87	\$17.34	\$20.80
100	\$11.89	\$14.87	\$17.84

2025 McLeod County Wage Grade Ranges			
Job Grade	Minimum	Midpoint	Maximum
260	\$51.96	\$64.96	\$77.95
250	\$49.16	\$61.44	\$73.73
240	\$46.39	\$57.98	\$69.58
230	\$43.71	\$54.64	\$65.56
220	\$40.98	\$51.22	\$61.46
210	\$38.33	\$47.92	\$57.50
200	\$35.73	\$44.66	\$53.60
190	\$33.22	\$41.52	\$49.82
180	\$30.70	\$38.37	\$46.04
170	\$28.22	\$35.27	\$42.33
160	\$25.78	\$32.23	\$38.67
150	\$23.43	\$29.29	\$35.14
140	\$21.07	\$26.34	\$31.61
130	\$18.39	\$22.99	\$27.59
120	\$16.33	\$20.41	\$24.49
110	\$14.21	\$17.77	\$21.32
100	\$12.19	\$15.24	\$18.29

2023 Health Insurance Eligible Member Opt-Out Agreement

Effective for the 2023 benefits plan year, the County contribution to health insurance eligible employees who choose the “opt-out” option will receive \$235.13 towards other pre-tax and post-tax benefit premiums, any remainder will be distributed as taxable income. This agreement shall not constitute a precedent with regard to subsequent negotiations or matters between the parties.

Appendix B – Post Retirement Health Care Savings Plan

The County has agreed to authorize a two-year agreement extension through the County’s Health Care Savings Plan (HCSP) provider for the Union to participate in a contract for allocating a percentage of their wages towards their individual HCSP accounts from January 1, 2023 to December 31, 2024.

Appendix C – Juneteenth

The County has agreed that if the State of Minnesota passes legislation adopting Juneteenth as an officially State-recognized holiday during the duration of this contract, the County will amend the agreement to include said holiday within the paid Holiday schedule in Article 28. This agreement shall not constitute a precedent with regard to subsequent negotiations or matters between the parties.