

# **LABOR AGREEMENT**

**BETWEEN**

**COUNTY OF FREEBORN**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
LOCAL #434**

**Representing  
E911 DISPATCHERS**

Effective January 1, 2019, through December 31, 2021

# **ORIGINAL**

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7-16-10

## **ARTICLE 1 – PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of Freeborn, hereinafter called the Employer, and Law Enforcement Labor Services, Inc. Local #434, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
- 1.2 Establish certain terms and conditions of employment.

## **ARTICLE 2 -- RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 14, for all non-licensed essential personnel in the following job classification:

### **E911 Dispatchers**

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class into the bargaining unit, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **ARTICLE 3 – DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services, Inc. Local #434.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc. Local #434.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 OFFICE: The Freeborn County Sheriff's Office.
- 3.5 EMPLOYER: The County of Freeborn.
- 3.6 UNION OFFICER: Officer elected or appointed by the Law Enforcement Labor Services, Inc. Local #434.
- 3.7 REGULAR FULL-TIME EMPLOYEE: An employee in the bargaining unit who has completed the required probationary period and who is normally scheduled to work eighty (80) hours per pay period.
- 3.8 REGULAR PART-TIME EMPLOYEE: An employee in the bargaining unit who has completed the required probationary period and who is normally scheduled to work at least thirty (30) hours per week and less than eighty (80) hours per pay period.

#### ARTICLE 4 – EMPLOYER AUTHORITY

- 4.1 A. Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of Freeborn County in all of its various aspects, 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 schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve employees due to lack of work or other valid reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including subcontracting so long as the act is performed in good faith, it represents a reasonable business decision and it does not subvert the agreement between the parties; to take whatever actions may be necessary to carry out the missions of the Employer in declared emergencies; and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.
- B. The Employer signatories to this contract shall have the right to designate responsibility for Employer functions required under this Agreement pursuant to applicable statutory provisions and to designate representatives authorized to act on their behalf with respect to matters arising under this Agreement.
- 4.2 Any term and condition of employment not specifically limited or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.
- 4.3 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow down or other interruption of or interference with the normal functions of the Employer.

#### ARTICLE 5 – UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

- 5.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction; and
- 5.2 Remit such deduction to the appropriate designated officer of the Union, together with a list of names of those employees from whom such deductions were made.
- 5.3 The Union may designate not more than two (2) employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.

- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

#### **ARTICLE 6 – EMPLOYEE RIGHTS – 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.
- 6.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer 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 the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 6.4 Procedure. Grievances as defined by Section 6.1 shall be resolved in conformance with the following procedure:

Step 1: Employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the occurrence of the first event constituting such alleged violation, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer

designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of such Step 3 grievance shall be considered waived.

Step 4: If the grievance is not resolved at Step 3 of the grievance process, the parties, by mutual agreement, may submit the grievance matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 3 of the grievance procedure.

Step 5: A grievance unresolved in Step 4, or if the parties do not agree to proceed to Step 4, a grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the Rules and Regulations as established by the Bureau of Mediation Services.

#### 6.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- 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. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- 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. 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". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.
- 6.7 Choice of Remedy. If as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4 of Article 6 or a procedure such as: Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which 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 of Article 6.

## **ARTICLE 7 – SENIORITY**

- 7.1 Seniority shall be determined by the employee's total length of service as a dispatcher with the Freeborn County Sheriff's Office and the predecessor City of Albert Lea. However, an employee in the bargaining unit who transfers from another county department shall accumulate vacation and sick leave on the basis of total service with Freeborn County. PERA benefits will be based on State Statute.
- 7.2 A reduction of work force will be accomplished on the basis of classification seniority within the bargaining unit. An employee on layoff shall have an opportunity to return to work within one (1) year of the time of layoff before any new employee is hired, except that, any employee on layoff who is notified by registered mail at the last mailing address listed by the employee with the Employer to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the County. Qualified employees on layoff status shall be recalled on the basis of classification seniority.
- 7.3 Probation
- A. All newly hired or rehired employees will serve a twelve (12) month probationary period.
  - B. During the probationary period, a new employee may be terminated or a promoted employee returned to his/her former position at the sole discretion of the Employer.
  - C. A new employee shall earn vacation and sick leave from the date of hire, however, vacation credit shall not be used until the employee has completed six (6) months of employment. Vacation and sick leave does not vest during the

probationary period and will not be paid out in the event the employee is terminated during the probationary period.

#### **ARTICLE 8 – DISCIPLINE**

- 8.1 The Employer will discipline employees who have successfully completed the probationary period for just cause only. Discipline will be in one or more of the following ways:
- A. Oral reprimand,
  - B. Written reprimand,
  - C. Suspension,
  - D. Demotion, or
  - E. Discharge.
- 8.2 Suspensions, demotions and discharges will be in written form.
- 8.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices. The Union shall be notified of any disciplinary action taken by the Employer.
- 8.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 8.5 Grievances arising from disciplinary action may be initiated by the employee at the second step of grievance procedure.
- 8.6 Employees who are absent without leave for three (3) days will be deemed to have resigned not in good standing. The Employer may waive the application of this section at its sole discretion.

#### **ARTICLE 9 – JOB POSTING AND EXAMINATIONS FOR PROMOTIONS**

- 9.1 Any vacant position covered by this contract to be filled shall be posted for ten (10) work days in a prominent place for information of the members of the unit.
- 9.2 Promotions and the announcement of vacancies within the Sheriff's Office shall be in accordance with the County Personnel System.

#### **ARTICLE 10 – WORK SCHEDULE**

- 10.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each employee through:



- A. hours worked on assigned shifts,
- B. paid leave time,
- C. assigned training time.

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

#### **ARTICLE 11 – HOURS OF WORK – OVERTIME – COMPENSATORY TIME**

11.1 Authorized overtime shall be compensated at the rate of time and one-half (1½) for all hours worked over forty (40) hours in a week. All benefits earning time used shall be included toward the forty (40) hours.

11.2 Change of shifts do not qualify an employee for overtime compensation under this Article.

11.3 Overtime will be calculated to the nearest fifteen (15) minutes.

11.4 In lieu of overtime payment, an employee may request compensatory time off for overtime worked at time and one-half (1½). Compensatory time may be accrued to a maximum balance of one hundred twenty (120) hours. Compensatory time may be liquidated at the close of each calendar year at the employee's request by the employee taking time off or the balance being paid off in cash at the employee's base rate at employee's request. Employees shall make requests to payroll two times per year: the first prior to May 1<sup>st</sup> indicating the number of hours to be paid out on the first paycheck in June; and the second prior to November 1<sup>st</sup> indicating the number of hours to be paid out on the first paycheck in December.

11.5 Employees are obligated to work overtime when requested unless a personal emergency prevents the employee from so working.

11.6 Because of service needs, it may be occasionally necessary to request employees to work outside standard working hours on an emergency basis. In the event of such emergency, employees are expected to make themselves available for work assignments at the request of the supervisor.

11.7 Shift Switch: Employees shall be permitted to switch shifts with prior approval of the Employer.

#### **ARTICLE 12 – VACATIONS**

12.1 Regular full-time employees shall earn and accrue vacation leave as of the first continuous date of employment. An employee's anniversary date shall serve as the appropriate date for determining the rate of vacation leave accrual. Regular full-time employees shall earn vacation leave in accordance with the following schedule:

- A. Up to and including twelve months (one year) of service, employees shall earn .0308 hours for each hour worked excluding overtime and/or paid to a maximum of 40 hours per work week (8 days based on an 8 hour day).
- B. After twelve months (one year) through 48 months (four years) of service, employees shall earn .0462 hours for each hour worked excluding overtime and/or paid to a maximum of 40 hours per work week (12 days based on an 8 hour day).
- C. After 48 months (four years) through 108 months (nine years) of service, employees shall earn .0538 hours for each hour worked excluding overtime and/or paid to a maximum of 40 hours per work week (14 days based on an 8 hour day).
- D. After 108 months (nine years) through 168 months (14 years) of service, employees shall earn .0654 hours for each hour worked excluding overtime and/or paid to a maximum of 40 hours per work week (17 days based on an 8 hour day).
- E. After 168 months (14 years) of service, employees shall earn .0846 hours for each hour worked excluding overtime and/or paid to a maximum of 40 hours per work week (22 days based on an 8 hour day).

12.2 Regular part-time employees will earn pro-rated vacation.

12.3 The maximum vacation leave accumulation shall not exceed two hundred forty (240) hours [thirty (30) days]. Hours beyond the maximum accumulation shall be lost to the employee.

**ARTICLE 13 – WORK ALONE PAY**

13.1 If a dispatcher works five (5) hours or more of their shift alone, (s)he will be paid an additional \$1.25 per hour for each hour worked alone.

**ARTICLE 14 – HOLIDAYS**

14.1 Regular full-time employees covered by this contract, who are not on an unpaid leave of absence, shall receive the following 11 paid holidays:

Holidays Celebrated

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	Washington & Lincoln's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day

Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving	Thanksgiving Friday
December 24	Christmas Eve
December 25	Christmas Day

14.2 Holiday pay for employees, both full-time and part-time, working on a holiday shall be provided as follows:

- A. Employees who are assigned to work on a designated holiday shall earn either holiday pay for the hours worked or compensatory time, at the rate of one and one-half (1½) times the normal rate for the hours worked on that holiday. Employees who work a shift on any holiday may request or the Sheriff may provide payment instead of compensatory time, to be calculated as regular pay plus time and one-half (1½) for the hours worked to be paid within the current time period.
- B. Employees who have the holiday off will have straight time hours credited to compensatory time, to be calculated as regular pay. Non-worked holidays – Employees will have the choice of being paid in cash or the equivalent compensatory time off.
- C. An Employee called in or who signs up, on a holiday, while off-duty or required to report early or stay behind the scheduled time, on a holiday, shall be compensated at double time for all hours in excess of the regular scheduled shift.
- D. Holiday compensatory time earned (as opposed to holiday time pay) will not be considered as time worked for overtime purposes until it is used.
- E. An Employee will be considered to have worked a holiday if the majority of his/her scheduled shift falls during the 24 hours from midnight to midnight of the designated holiday.

This shall include multiple shifts worked on a holiday.

**ARTICLE 15 – SEVERANCE PAY**

- 15.1 Employees eligible for vacation leave who terminate their services shall be paid for the full and fractional hours of eligible vacation leave accrued through the last day of service or shall be granted time off prior to their last day. In case of death, the compensation shall be paid to the surviving spouse or the employee’s estate. A cash payment in lieu of vacation leave shall be granted only upon termination of employment.
- 15.2 There shall be no compensation for unused sick leave upon termination of employment for employees with less than fifteen (15) years of service. Upon voluntary severance of employment, employees with a minimum of fifteen (15) completed years of employment shall receive a payment equal to twenty-five percent (25%) of the employee’s unused

sick leave. This severance payment shall not exceed three hundred (300) hours compensated at the employee's current rate of pay.

#### **ARTICLE 16 – SICK LEAVE**

16.1 Sick leave is authorized absence from duty, with pay, granted to regular employees. Sick leave is not a privilege which an employee may use at his/her discretion, but shall be used only in case of necessity and actual need as outlined below.

- A. Regular full-time employees shall earn and accrue sick leave at the rate of .0462 hours for each hour worked and/or paid to a maximum of 40 hours per work week.
- B. Regular part-time employees will earn prorated sick leave. Intermittent and seasonal employees shall not be eligible to earn and accrue sick leave.
- C. Administration of sick leave: The following procedure shall be followed in administering the sick leave policy of the County.
  1. Sick leave with pay may be granted for a maximum of five (5) working days per occurrence for the death of the employee's spouse, parents, grandparents, children, stepchildren, foster children, grandchildren, brother(s), brother(s)-in-law, sister(s), sister(s)-in-law, step siblings, aunt or uncle, biological parent of their minor children, grandchildren or the parent(s) or grandparent(s) of the employee's spouse or step parent(s) and the parent(s) and grandparent(s), brother of the employee's spouse.
  2. To receive approval for sick leave the employee must communicate with his/her supervisor not later than thirty (30) minutes after the time set for beginning work or after leaving work during the normal work day, unless specifically defined otherwise by the Sheriff's Office policy. However, should it be determined by the Sheriff that the employee was unable to contact him/her during the time allotted, sick leave may be approved. To remain eligible for sick leave, employees are responsible for keeping the Sheriff advised of the illness.
  3. The County may require a medical statement from a physician, a chiropractor or dentist before granting sick leave with pay. A statement attesting to the employee's ability to return to work may also be required from any of the above before the employee is allowed to return to work.
  4. The use of sick leave will be utilized in increment of not less than fifteen minutes of a work day.
  5. If an employee is unable to return to work after all accrued sick leave is used, accrued vacation shall be used to continue compensation. Use of

such accrued vacation shall be under the same conditions as sick leave in these circumstances.

6. Accumulated sick leave cannot be transferred from one employee to another. Sick leave shall not be used while on vacation or using accumulated compensatory time.
  7. An employee who makes a false claim of sick leave may be subject to disciplinary action, including discharge.
  8. Employees shall not be entitled to use the sick leave accrued for any given period until the following pay period.
- 16.2 If approved, an employee may use accrued sick leave when he/she cannot perform work duties due to: illness, disability, necessity for medical, dental or chiropractic care, exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties.
- A. An employee may use accrued sick leave benefits for absences due to an illness of or injury to the employee's child, adult child, step child, foster child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury except that leaves due to illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period.
  - B. An employee may also use sick leave for safety leave for such reasonable periods of time as may be necessary up to 160 hours in any 12 month period. Safety leave may be used for assistance to the employee or assistance to the relatives described above. For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking.
- 16.3 Wellness benefit: Employees will be covered by the Wellness benefit as outlined in the County's personnel policies.

#### **ARTICLE 17 – LEAVES OF ABSENCE**

- 17.1 At the request of the employee, the Employer may grant a leave of absence without pay for up to one year.
- 17.2 Funeral Leave: One day of leave with full pay shall be granted for attendance at the funeral of any member of the family as set forth in Section 16.1(C)(1) without the use of

sick leave or vacation pay, and this day shall be in addition to the five (5) days, which are provided in said section.

## **ARTICLE 18 – HEALTH AND WELFARE**

- 18.1 All eligible employees shall be offered participation in the Employer's insurance program. An eligible employee is defined as an individual who would be covered under the health insurance coverage provision of the County personnel policies. The Employer will make available and contribute toward health and life insurance on the same basis as the basic program for non-Union employees.
- 18.2 All eligible employees shall be offered participation in the employer's retiree insurance program. An eligible employee is defined as an individual who would be covered under the retiree insurance coverage provisions of the County personnel policies. For the term of this Agreement, the employer will make available and contribute toward retiree life insurance on the same basis as the basic program for non-union retirees.
- 18.3 With respect to health coverage subject to Health Care Reform, the County reserves the right to provide coverage in addition to the coverage described herein in order to manage the potential penalties to which the County may be subject. Such coverage, in addition to the coverage described herein, will be considered bargained but specifically will not be considered part of the aggregate value of benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.
- 18.4 The Employer agrees to provide, at its cost, life insurance in the amount of \$25,000.

## **ARTICLE 19 – WAGES**

- 19.1 Salary Schedule Payment. Employees will be compensated according to the 2019 – 2021 salary schedules as attached as Appendix A.

### 2019

Employees will have a four percent (4%) adjustment to the 2018 wages. They will then be placed on the County's 2019 pay system at the designated grade for the classification (Grade 9 for Dispatcher and Grade 13 for Dispatcher Supervisor) with the appropriate step the closest to the employee's adjusted wage as noted above that provides for an increase. Employees will be eligible for steps based on the nonunion compensation program.

### 2020

The pay plan will increase by one-half of one percent (0.5%). Employees will receive a corresponding increase. Employees will be eligible for steps based on the nonunion compensation program.

2021

The pay plan will increase by two percent (2%). Employees will receive a corresponding increase. Employees will be eligible for steps based on the nonunion compensation program.

- 19.2 Any Dispatcher designated by the Sheriff as a Field Training Officer (FTO) will receive one dollar (\$1.00) per hour in addition to their regular pay for all hours assigned as a FTO to a probationary employee.
- 19.3 In the event that the Sheriff established a Lead Dispatcher or Hostage Negotiator assignment, the parties will meet to discuss the differential that will apply to such assignment, if any.

**ARTICLE 20 – SHIFT DIFFERENTIAL**

- 20.1 Employees will receive a shift differential of seventy-five cents (\$.75) per hour if the majority (4 or more hours) of their hours are worked between 5:00 p.m. and 5:00 a.m.

**ARTICLE 21 – GENERAL PROVISIONS**

- 21.1 The Employer agrees permit the Union to maintain a bulletin board to be used for notices of meetings and Union business. There shall be no materials posted on the bulletin board that violate County policy. The Union shall limit its postings to such spaces.

**ARTICLE 22 – WAIVER**

- 22.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.
- 22.2 Therefore, the Employer and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this Agreement.
- 22.3 Any and all prior agreements, resolutions, practices, policies and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement are hereby superseded.
- 22.4 This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment to be enforceable must be in writing and attached to all executed copies of this Agreement.

**ARTICLE 23 – UNIFORM ALLOWANCE**

- 23.1 Each employee will receive an amount of \$400 as clothing allowance for the purchasing and replacement of uniforms. For employees not working for a full calendar year, the amount will be adjusted on a pro rata basis. The initial issue will consist of four shirts and two jackets. Payments will be split into two. The first will be in the first pay period in May and the second will be in the first pay period in November.
- 23.2 If the basic clothing or uniform is changed in type, color or style by order of the Employer, the Employer will bear any and all costs for clothing.

**ARTICLE 24 – CALL BACK TIME**

An employee who is called to work during his/her scheduled off duty time shall receive a minimum of two (2) hours pay or two (2) hours of work, paid at one and one-half (1½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum.

**ARTICLE 25 – SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Freeborn. In the event any provision of this Agreement shall be held to the contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be re-negotiated at the request of either party.

**ARTICLE 26 – DURATION**

This Agreement shall be effective for two years beginning on January 1, 2019 and shall remain in full force and effect until December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 5 day of Nov, 2019.

**COUNTY OF FREEBORN**

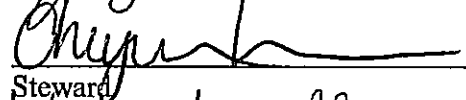
  
County Board Chair

  
Sheriff

  
County Administrator

**LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #434**

  
Business Agent

  
Steward

  
Steward



## FREEBORN COUNTY WAGE TABLE-2019

Grade	1	2	3	4	5	6	7	8
Step 1	\$14.00	\$14.70	\$15.40	\$16.10	\$16.80	\$17.50	\$18.20	\$18.90
2	\$14.28	\$14.99	\$15.71	\$16.42	\$17.14	\$17.85	\$18.56	\$19.28
3	\$14.57	\$15.29	\$16.02	\$16.75	\$17.48	\$18.21	\$18.94	\$19.66
4	\$14.86	\$15.60	\$16.34	\$17.09	\$17.83	\$18.57	\$19.31	\$20.06
5	\$16.12	\$16.93	\$17.73	\$18.54	\$19.34	\$20.15	\$20.96	\$21.76
6	\$17.41	\$18.28	\$19.15	\$20.02	\$20.89	\$21.76	\$22.63	\$23.50
7	\$18.80	\$19.74	\$20.68	\$21.62	\$22.56	\$23.50	\$24.44	\$25.38
8	\$19.93	\$20.93	\$21.92	\$22.92	\$23.92	\$24.91	\$25.91	\$26.91
9	\$21.47	\$22.55	\$23.62	\$24.70	\$25.77	\$26.84	\$27.92	\$28.99
10	\$23.14	\$24.30	\$25.45	\$26.61	\$27.77	\$28.92	\$30.08	\$31.24
11	\$24.30	\$25.51	\$26.73	\$27.94	\$29.16	\$30.37	\$31.58	\$32.80
12	\$25.51	\$26.79	\$28.06	\$29.34	\$30.61	\$31.89	\$33.16	\$34.44
13	\$26.79	\$28.13	\$29.47	\$30.80	\$32.14	\$33.48	\$34.82	\$36.16
14	\$28.13	\$29.53	\$30.94	\$32.34	\$33.75	\$35.16	\$36.56	\$37.97
15	\$29.53	\$31.01	\$32.49	\$33.96	\$35.44	\$36.91	\$38.39	\$39.87
16	\$31.01	\$32.56	\$34.11	\$35.66	\$37.21	\$38.76	\$40.31	\$41.86
17	\$31.94	\$33.54	\$35.13	\$36.73	\$38.33	\$39.92	\$41.52	\$43.12
18	\$32.58	\$34.21	\$35.84	\$37.46	\$39.09	\$40.72	\$42.35	\$43.98
19	\$33.55	\$35.23	\$36.91	\$38.59	\$40.27	\$41.94	\$43.62	\$45.30
20	\$34.90	\$36.64	\$38.39	\$40.13	\$41.88	\$43.62	\$45.37	\$47.11
21	\$36.64	\$38.47	\$40.31	\$42.14	\$43.97	\$45.80	\$47.63	\$49.47
22	\$38.47	\$40.40	\$42.32	\$44.25	\$46.17	\$48.09	\$50.02	\$51.94
23	\$40.40	\$42.42	\$44.44	\$46.46	\$48.48	\$50.50	\$52.52	\$54.54
24	\$42.82	\$44.96	\$47.10	\$49.24	\$51.39	\$53.53	\$55.67	\$57.81
25	\$45.39	\$47.66	\$49.93	\$52.20	\$54.47	\$56.74	\$59.01	\$61.28
26	\$49.02	\$51.47	\$53.92	\$56.38	\$58.83	\$61.28	\$63.73	\$66.18

100.50%

## 2020 Pay Grid

Grade	1	2	3	4	5	6	7	8
1	\$14.07	\$14.77	\$15.48	\$16.18	\$16.88	\$17.59	\$18.29	\$18.99
2	\$14.35	\$15.07	\$15.79	\$16.50	\$17.22	\$17.94	\$18.66	\$19.37
3	\$14.64	\$15.37	\$16.10	\$16.83	\$17.57	\$18.30	\$19.03	\$19.76
4	\$14.93	\$15.68	\$16.42	\$17.17	\$17.92	\$18.66	\$19.41	\$20.16
5	\$16.20	\$17.01	\$17.82	\$18.63	\$19.44	\$20.25	\$21.06	\$21.87
6	\$17.50	\$18.37	\$19.25	\$20.12	\$21.00	\$21.87	\$22.75	\$23.62
7	\$18.90	\$19.84	\$20.79	\$21.73	\$22.68	\$23.62	\$24.56	\$25.51
8	\$20.03	\$21.03	\$22.03	\$23.03	\$24.04	\$25.04	\$26.04	\$27.04
9	\$21.58	\$22.66	\$23.74	\$24.82	\$25.90	\$26.98	\$28.06	\$29.14
10	\$23.25	\$24.42	\$25.58	\$26.74	\$27.91	\$29.07	\$30.23	\$31.39
11	\$24.42	\$25.64	\$26.86	\$28.08	\$29.30	\$30.52	\$31.74	\$32.96
12	\$25.64	\$26.92	\$28.20	\$29.48	\$30.77	\$32.05	\$33.33	\$34.61
13	\$26.92	\$28.27	\$29.61	\$30.96	\$32.30	\$33.65	\$35.00	\$36.34
14	\$28.27	\$29.68	\$31.09	\$32.51	\$33.92	\$35.33	\$36.75	\$38.16
15	\$29.68	\$31.16	\$32.65	\$34.13	\$35.62	\$37.10	\$38.58	\$40.07
16	\$31.16	\$32.72	\$34.28	\$35.84	\$37.40	\$38.95	\$40.51	\$42.07
17	\$32.10	\$33.70	\$35.31	\$36.91	\$38.52	\$40.12	\$41.73	\$43.33
18	\$32.74	\$34.38	\$36.01	\$37.65	\$39.29	\$40.93	\$42.56	\$44.20
19	\$33.72	\$35.41	\$37.10	\$38.78	\$40.47	\$42.15	\$43.84	\$45.53
20	\$35.07	\$36.83	\$38.58	\$40.33	\$42.09	\$43.84	\$45.59	\$47.35
21	\$36.83	\$38.67	\$40.51	\$42.35	\$44.19	\$46.03	\$47.87	\$49.71
22	\$38.67	\$40.60	\$42.53	\$44.47	\$46.40	\$48.33	\$50.27	\$52.20
23	\$40.60	\$42.63	\$44.66	\$46.69	\$48.72	\$50.75	\$52.78	\$54.81
24	\$43.04	\$45.19	\$47.34	\$49.49	\$51.64	\$53.79	\$55.95	\$58.10
25	\$45.62	\$47.90	\$50.18	\$52.46	\$54.74	\$57.02	\$59.30	\$61.58
26	\$49.27	\$51.73	\$54.19	\$56.66	\$59.12	\$61.58	\$64.05	\$66.51

102.00%

New Pay Grid 2021

Grade	1	2	3	4	5	6	7	8
1	\$14.35	\$15.07	\$15.79	\$16.50	\$17.22	\$17.94	\$18.66	\$19.37
2	\$14.64	\$15.37	\$16.10	\$16.83	\$17.57	\$18.30	\$19.03	\$19.76
3	\$14.93	\$15.68	\$16.42	\$17.17	\$17.92	\$18.66	\$19.41	\$20.16
4	\$15.23	\$15.99	\$16.75	\$17.51	\$18.28	\$19.04	\$19.80	\$20.56
5	\$16.52	\$17.35	\$18.18	\$19.00	\$19.83	\$20.66	\$21.48	\$22.31
6	\$17.85	\$18.74	\$19.63	\$20.52	\$21.42	\$22.31	\$23.20	\$24.09
7	\$19.27	\$20.24	\$21.20	\$22.17	\$23.13	\$24.09	\$25.06	\$26.02
8	\$20.43	\$21.45	\$22.47	\$23.50	\$24.52	\$25.54	\$26.56	\$27.58
9	\$22.01	\$23.11	\$24.22	\$25.32	\$26.42	\$27.52	\$28.62	\$29.72
10	\$23.72	\$24.91	\$26.09	\$27.28	\$28.46	\$29.65	\$30.84	\$32.02
11	\$24.91	\$26.15	\$27.40	\$28.64	\$29.89	\$31.13	\$32.38	\$33.62
12	\$26.15	\$27.46	\$28.77	\$30.07	\$31.38	\$32.69	\$34.00	\$35.30
13	\$27.46	\$28.83	\$30.20	\$31.58	\$32.95	\$34.32	\$35.70	\$37.07
14	\$28.83	\$30.27	\$31.71	\$33.16	\$34.60	\$36.04	\$37.48	\$38.92
15	\$30.27	\$31.79	\$33.30	\$34.81	\$36.33	\$37.84	\$39.36	\$40.87
16	\$31.79	\$33.38	\$34.97	\$36.55	\$38.14	\$39.73	\$41.32	\$42.91
17	\$32.74	\$34.38	\$36.01	\$37.65	\$39.29	\$40.93	\$42.56	\$44.20
18	\$33.40	\$35.07	\$36.73	\$38.40	\$40.07	\$41.74	\$43.41	\$45.08
19	\$34.40	\$36.12	\$37.84	\$39.56	\$41.28	\$43.00	\$44.72	\$46.44
20	\$35.77	\$37.56	\$39.35	\$41.14	\$42.93	\$44.72	\$46.50	\$48.29
21	\$37.56	\$39.44	\$41.32	\$43.20	\$45.07	\$46.95	\$48.83	\$50.71
22	\$39.44	\$41.41	\$43.38	\$45.36	\$47.33	\$49.30	\$51.27	\$53.24
23	\$41.41	\$43.48	\$45.55	\$47.62	\$49.69	\$51.76	\$53.84	\$55.91
24	\$43.90	\$46.09	\$48.29	\$50.48	\$52.68	\$54.87	\$57.07	\$59.26
25	\$46.53	\$48.86	\$51.18	\$53.51	\$55.84	\$58.16	\$60.49	\$62.82
26	\$50.25	\$52.77	\$55.28	\$57.79	\$60.30	\$62.82	\$65.33	\$67.84

Job Title	2018 hourly	2019 Grade	Initial Step	New Wage	2019 Step	New Wage W/Step January 2019
Arnold, Karina	\$23.41	9	4	\$24.70	5	\$25.77
Grove, Natasha	\$21.24	9	2	\$22.55	3	\$23.62
Lundak, Cheyenne	\$27.73	9	8	\$28.99	8	\$28.99
Nuehring, Amber	\$21.24	9	2	\$22.55	2	\$22.55
Olson, Jody	\$22.69	9	3	\$23.62	4	\$24.70
Rippentrop, Lisa	\$27.73	9	8	\$28.99	8	\$28.99
Terhune, Sara	\$21.24	9	2	\$22.55	3	\$23.62
Grangruth, Penny	\$29.12	13	4	\$30.80	5	\$32.14

**LETTER OF AGREEMENT  
BETWEEN  
FREEBORN COUNTY  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #434**

The parties agree that the references to statutory leaves should be placed in this separate letter rather in the body of the agreement. The leaves of absence formerly placed in the agreement will be governed by the statutory requirements in the following areas:

Time Off to Vote (state law – Minn. Stat. Sec. 204C.04)

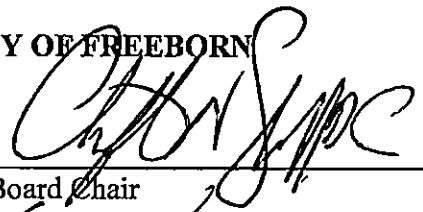
School Conference and Activities Leave (state law – Minn. Stat. Sec. 181.9412)

Women’s Economic Security Act – Pregnancy Accommodations (state law – Minn. Stat. Sec. 181.9414); Nursing Mothers (state law – Minn. Stat. Sec. 181.939)

Military Leave (state and federal law – state law at Minn. Stat. Sec. 192.26 and Minn. Stat. Sec. 192.261 and USERRA federal law at 38 USC Sec. 4301 and following plus federal regulations)

Family and Medical Leave Act (federal law at 29 USC Sec. 2601 and following plus federal regulations)

COUNTY OF FREEBORN

  
\_\_\_\_\_  
County Board Chair


  
\_\_\_\_\_  
Sheriff

  
\_\_\_\_\_  
County Administrator

LAW ENFORCEMENT LABOR  
SERVICES, INC. LOCAL #434

  
\_\_\_\_\_  
Business Agent

  
\_\_\_\_\_  
Steward

  
\_\_\_\_\_  
Steward