

LABOR AGREEMENT

BETWEEN

THE COUNTY OF OLMSTED, MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
(Local # 383-Licensed Captains)

2021 - 2022

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. PURPOSE	1
ARTICLE 2. EXCLUSIVE REPRESENTATIVE	1
ARTICLE 3. ENFORCING AGREEMENT	1
ARTICLE 4. GRIEVANCE PROCEDURE	2
ARTICLE 5. PAYROLL DEDUCTION FOR DUES.....	4
ARTICLE 6. MANAGEMENT RIGHTS	4
ARTICLE 7. HOURS OF WORK	5
ARTICLE 8. HOLIDAYS	5
ARTICLE 9. NO STRIKE PROVISIONS	6
ARTICLE 10. PAID TIME OFF (PTO)	6
ARTICLE 11. INSURANCE	7
ARTICLE 12. UNIFORM ALLOWANCE	7
ARTICLE 13. SEVERANCE PAY	8
ARTICLE 14. PAY FOR ON-DUTY INJURY	8
ARTICLE 15. MOONLIGHTING	8
ARTICLE 16. WORKING CONDITIONS	8
ARTICLE 17. WAGES	9
ARTICLE 18. DISCIPLINE AND DISCHARGE	9
ARTICLE 19. SAVINGS CLAUSE	10
ARTICLE 20. TRAINING	10
ARTICLE 21. LAYOFF	10
ARTICLE 22. BULLETIN BOARD	10
ARTICLE 23. COMPLETE AGREEMENT AND WAIVER OF BARGAINING	11
ARTICLE 24. TERM	11
Schedule A – 2021 & 2022 Salary Schedule	12

AGREEMENT

This AGREEMENT is made this *30th day of December, 2020* is entered into by and between the County of Olmsted (hereinafter referred to as the Employer or County) and Law Enforcement Labor Services, Inc. (hereinafter referred to as LELS or the Union) wherein it is agreed as follows:

ARTICLE 1. PURPOSE

- 1.1 The County has endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the County and its citizens.
- 1.2 It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operation of the department, and to provide an orderly and prompt method for handling and processing grievances. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Minnesota.

ARTICLE 2. EXCLUSIVE REPRESENTATIVE

- 2.1 The County recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.09, Subdivision 1, as amended for: All essential licensed supervisory employees in the position of Captain, who are employed by the Olmsted County Sheriff's Department, Rochester, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding confidential and all other employees.
- 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 the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. ENFORCING AGREEMENT

- 3.1 The County recognizes that the Union and not individuals shall settle disputes by its fair representation of the individual grievant. Unless a court of jurisdiction under the procedural and substantive law of the State of Minnesota in the exercise of its jurisdiction and thereby preempting other administrative procedure and remedy of the parties, matters arguably a grievance shall proceed as provided for Minn. Stat. §179A.01 through 179A.25 and absent either of the foregoing as a matter of law and fact, the former traditional practices and functions of the Civil Service Commission of the Olmsted County Sheriff's Department, its rules and regulations, are fully operative and precedent as an administrative entity continuously operative for the public, the Sheriff and all personnel now within the Civil Service structure.

ARTICLE 4.
GRIEVANCE PROCEDURE

It is understood that matters governed by the Sheriff's Civil Service rules are not subject to this grievance procedure.

- 4.1 Definition of 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.
- 4.2 "Day" shall mean any calendar day except Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.
- 4.3 The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Postal Service or delivered personally within the time period.
- 4.4 The time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement. Failure to file or appeal any grievance within the given time periods shall be deemed a waiver thereof.
- 4.5 In computing any period prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period begins to run shall not be included. The last day of the period as computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.
- 4.6 The following grievance procedure shall apply.

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor as designated by the County. The County-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 provision of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after receipt of the Employer's Step 1 answer.

Step 2. If appealed, the Union shall present the written grievance to the Sheriff or designee. The Sheriff or designee shall give the Union the Employer's 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 by the Union within ten (10) calendar days following the Sheriff or designee's answer in Step 2.

Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, a written appeal shall be presented by the Union to the Human Resources Director or designee. The Human Resources Director or designee shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. Any grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days by the Union following the Step 3 answer.

Step 3A. A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the timelines for filing Step 4.

Step 4. A grievance unresolved in Step 3 and appealed by the Union to Step 4 shall be submitted to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator, either party may request the Bureau of Mediation Services to provide a panel of seven (7) arbitrators. The Employer and the Union shall strike names from the panel using the alternate strike method. The party striking first shall be determined by a coin-flip.

4.7 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 County 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 is later, unless the parties agree to an extension. The decision shall be binding on both the County 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 evidence presented by the parties.
- c. The fees and expenses for the arbitrator's service and proceedings shall be paid equally by the County and the Union. Each party shall be responsible for compensating its own representative 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.

4.8 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 Employer and the Union may extend the time limit in each Step by mutual written agreement.

4.9 Election of Remedies: If as a result of the written employer response in Step 3, the grievance remains unresolved, and if the grievance involves the demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of the grievance procedure or a procedure such as veterans preference, civil-service or fair employment. If appealed to any procedure other than Step 4 of the grievance procedure, the grievance is not subject to the arbitration procedure as provided in Step 4 of the grievance procedure. The aggrieved employee shall indicate in writing which procedures to be utilized, Step 4 of the grievance procedure 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 of the grievance procedure.

Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to Board of Governors or if the Board of Governors is judicially or legislatively overruled, the italicized and double-lined portion of this section shall be deleted.

**ARTICLE 5.
PAYROLL DEDUCTION FOR DUES**

- 5.1 Dues Deductions. The Employer shall deduct from each employee who has authorized in writing a deduction for union dues such sum as regular dues by the Union. The Employer shall remit monthly such deductions to the Union.
- 5.2 Fair Share Fee Deductions. In accordance with *Minnesota Statutes* §179A.06, Subd. 3, the Employer agrees that upon notification by the Union it shall deduct a *fair share fee* from all certified employees who are not members of the Union. This fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event, shall the fee exceed eighty-five percent (85%) of the regular membership dues. The Union shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.
- 5.3 Hold Harmless Provision. The Union will indemnify, defend and hold the Employer harmless against any and all claims made and against any suits instituted against the Employer, its officers or employees, by reason of deductions under this Article.

**ARTICLE 6.
MANAGEMENT RIGHTS**

- 6.1 It is recognized that, except as expressly stated herein, the County shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the County Sheriff's Office in all of its various aspects, including but not limited to the right to direct the working forces, to plan, direct, and control all the operations and services of the department, to determine the methods, means, organization, and the number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime, to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons, to make and enforce reasonable rules and regulations, and to change or eliminate existing methods, equipment or facilities, or assign particular new functions and programs which are the responsibility of the County according to state law or rule and regulations of force and effect of law.

**ARTICLE 7.
HOURS OF WORK**

- 7.1 Work Schedules. The employees work schedule will be based and compensated on a 2080-hour work year. The Sheriff may designate an employee to have a 2184-hour work schedule.
- 7.2 Normal Work Periods. The Employer, in its discretion, may establish the Normal Work Day and the Normal Work Week for the job class governed by this Agreement. Nothing herein shall be construed as a guarantee of hours of work per day or per week. Should it be necessary in the judgment of the department to change the “normal work day” or “normal work week”, notice of such change shall be given to the Union as far in advance as is reasonably practicable.
- 7.3 Break Periods. Employees who remain on duty during their meal periods will be paid for such time. Employees regularly scheduled for shifts longer than eight (8) hours will receive longer meal periods or more frequent rest periods at the discretion of the Sheriff.
- 7.4 **Grant Funded/ Extra Duty Overtime.**
Members of LELS #383 are allowed to work overtime duties for the Olmsted County Sheriff's Office, when that overtime duty is funded from an external source, agency, or organization. During this time, they will be paid one and one-half (1-1/2) times their base hourly rate. Members shall not use PTO to work grant funded events such as TZD or Water Safety enforcement. A member may use PTO for their scheduled workday and may work extra duty events at one and one-half (1-1/2) times their hourly rate outside of their normal working hours.
- 7.5 Employees and management will follow the County’s personnel policy on “Work Schedules and Pay for Exempt Staff.”

**ARTICLE 8.
HOLIDAYS**

- 8.1 Employees shall receive the following designated holidays:
- | | |
|--|---|
| New Year's Day - January 1 | Veterans Day – November 11 |
| Martin Luther King Day - Third Monday in January | Thanksgiving Day – Fourth Thursday in Nov. |
| President's Day - Third Monday in February | Day after Thanksgiving – Fourth Friday-Nov. |
| Memorial Day - Last Monday in May | Christmas Eve ~ 4 hours – December 24. |
| Independence Day - July 4 | (when Christmas Eve occurs on a |
| Labor Day – First Monday in September | Monday thru Thursday) |
| | Christmas Day – December 25 |
- 8.2 Employees who are required to work on Christmas Day, Thanksgiving Day, Independence Day, Labor Day, Memorial Day, President’s Day, New Year’s Day, Veterans Day and Martin Luther King Day will be paid for hours worked at one and one-half (1-1½) times their basic hourly rate. For purposes of computing holiday pay, an employee’s shift starts at 12:01 a.m. Any employee who starts his or her shift after this time will receive holiday pay for their entire shift.

**ARTICLE 9.
NO STRIKE PROVISIONS**

- 9.1 Neither the Unions, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or abstinence in whole or in part of the full, faithful or proper performance of the duties or employment.
- 9.2 In the event that any employee violates this Article, the Union shall immediately notify such employee in writing to cease and desist from such action and shall instruct him or her to immediately return to his or her normal duties. Any employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

**ARTICLE 10.
PAID TIME OFF (PTO)**

- 10.1 Olmsted County provides Paid Time Off (PTO) for employees to utilize for vacations, attend to personal business, funerals and to recuperate during illness. Within the framework of Olmsted County's PTO program, effective *1/4/2021*, an employee will accrue an amount of time each pay period (bi-weekly) as follows for employees who are on a schedule to work less than 2184 hour per year:

<i>First Year – Five Years</i>	<i>7 hours 00 minutes per pay period</i>
<i>Six – Ten Years</i>	<i>7 hours 45 minutes per pay period</i>
<i>Eleven – Fifteen Years</i>	<i>8 hours 30 minutes per pay period</i>
<i>Sixteen – Twenty Years</i>	<i>9 hours 15 minutes per pay period</i>
<i>Twenty-One – Twenty-Five Years</i>	<i>10 hours 0 minutes per pay period</i>
<i>Twenty-Six Years +</i>	<i>10 hours 45 minutes per pay period</i>

PTO Accrual Schedule for employees on a schedule to working at or greater than 2184 hours per year

<i>First Year – Five Years</i>	<i>7 hours 30 minutes per pay period</i>
<i>Six – Ten Years</i>	<i>8 hours 15 minutes per pay period</i>
<i>Eleven – Fifteen Years</i>	<i>9 hours 00 minutes per pay period</i>
<i>Sixteen – Twenty Years</i>	<i>9 hours 45 minutes per pay period</i>
<i>Twenty-One – Twenty-Five Years</i>	<i>10 hours 30 minutes per pay period</i>
<i>Twenty-Six Years +</i>	<i>11 hours 30 minutes per pay period</i>

The accrual will be based on the individual's percent of FTE and hours worked up to 1.0 FTE. An employee's accrual PTO bank may not exceed **740 hours**. Accordingly, notwithstanding the provisions of this article, an employee who has **740 hours** in his/her PTO bank will not accrue any additional PTO until his/her PTO bank drops below **740 hours**.

- 10.2 Eligibility: An employee is eligible for PTO if the employee is scheduled to work at least twenty (20) hours per week and the position is anticipated to last for at least one year.
- 10.3 Participants who have taken a minimum of 80 hours of PTO between designated dates are eligible annually to sell up to 40 hours of PTO at their current salary. This ability to sell PTO will be done at the County's designated time along with the other PTO participants.

10.4 **Flexible Leave Time Policy.**

Effective 1/4/2021 employees will receive 24 hours of Flexible Leave Time every calendar year. Flexible Leave Time Hours are prorated based on start date in first year of employment. Flexible leave time does not carryover from year to year.

- 10.5 In case of illness, injury or disability, the first normally scheduled twenty-four (24) consecutive hours shall be taken **from** the Paid Time Off (PTO) bank, **Flexible Leave Time Hours** or unpaid time (prorated for part-time employees) before the employee may use banked sick leave.

**ARTICLE 11.
INSURANCE**

- 11.1 The County will provide Hospital, Surgical, Medical, Dental and Life insurance benefits to this group under the same coverage and conditions as the County provides benefits to non-union County employees. The rates established for the Union will be identical to what is established for non-union employees. These rates and coverage's will be subject to change annually. Employees should refer to the medical plan's summary plan description (SPD) for specific policy guidelines.
- 11.2 Employees will receive pro-rated health and dental insurance benefits if they are regular employees who work at least .5 FTE and up to .75 FTE for at least one year.
- 11.3 ***During the term of this contract, the County and LELS #383 hereby agree to open negotiations if the County makes any changes to the current Indemnification Policy, or if the Minnesota State Legislature passes legislation that changes the current state statutes, regarding indemnification of law enforcement or qualified immunity of law enforcement.***

**ARTICLE 12.
UNIFORM ALLOWANCE**

- 12.1 Captains in Investigations and Drug Task Force will receive a total clothing allowance of **\$670.00 in 2021. The clothing allowance will be increased to \$720 in 2022.** The Captain in the patrol division shall continue to wear the prescribe uniform from the ships store. Checks shall be issued at the same time that checks are provided to other Sheriff's department employees.
- 12.2 All employees who are required to wear a uniform as determined by the Sheriff shall be provided with the required clothing through the Employer's "ship store." The County will dry clean up to two uniforms (shirts and trousers) for each uniformed employee, if the uniforms are left at the designated location on designated days in accordance with the procedure established by the Sheriff.
- The actual clothing and equipment required shall be determined at the discretion of the Sheriff as deemed appropriate.
- 12.3 Employees who are on military leave do not accrue uniform allowance.

**ARTICLE 13.
SEVERANCE PAY**

- 13.1 Employees shall be eligible for payment of PTO upon severance pursuant to County policy applicable to non-contract employees.

**ARTICLE 14.
PAY FOR ON-DUTY INJURY**

- 14.1 Benefits are provided under the Minnesota Worker's Compensation law for each separate incident of personal injury arising out of and in the course of employment with the Sheriff's Department.
- 14.2 In the event an employee is injured arising out of and in the course and scope of employment with the Olmsted County Sheriff's Office, that the manner in which the injury occurred is unique to law enforcement duties as opposed to other County employment (e.g., resulting from physical restraint of an individual, bullet injury or accident involving high-speed utilization of a vehicle), and that the injury is not the result of negligence on the part of the employee, injured on duty pay will be allowed.
- 14.3 The injured employee shall receive disability pay to equalize the employee's normal salary, not to include any premium pay, for a period not to exceed twelve (12) calendar months from the time of the injury. Disability pay shall not apply to an employee who was injured while in the employment of someone other than Olmsted County. Disability pay shall be subject to all state and federal tax laws and Public Employee Retirement Act regulations. At no time shall the combination of an employee's workers' compensation benefits and disability benefits exceed the net wages the employee would have received at the time of the injury, providing all wages and deductions remain the same.

**ARTICLE 15.
MOONLIGHTING**

- 15.1 No employee covered by this Agreement will engage in any outside employment or business which would hinder the impartial or objective performance of his or her duties. More than twenty (20) hours per week of moonlighting shall be excessive unless the person is on vacation leave. Employees must obtain written consent of the Sheriff or designee before moonlighting.

**ARTICLE 16.
WORKING CONDITIONS**

- 16.1 Both the County and the Union agree to maintain sanitary, safe working conditions and equipment. Employees shall work to the highest standard of safety and efficiency.

**ARTICLE 17.
WAGES**

17.1 For the calendar years **2021 and 2022** all full-time employees will receive wage increases with the attached Schedule A. If the non-contract compensation plan receives a larger increase, then that increase shall also apply to this contract in the same manner.

17.2 Performance Ratings. The following conditions apply to in-service performance ratings for all employees:

- A. Employees will receive one formal, written service rating during each calendar year, based on the preceding twelve months' performance.
- B. Employees will be personally reviewed by their immediate supervisor.
- C. Employees will receive a copy of each annual rating.

Employees who do not receive a **“Meets Expectation”** or above rating on their annual performance review will not receive a merit increase.

- D. If an Employee’s conduct or performance is unacceptable, the Sheriff may discipline an Employee, and as a part of the discipline include the loss of a future increase in the disciplinary action.
- E. Performance Review Date Increases: Employees, who have had a performance review, will be eligible for a salary increase on the employee’s performance review date as follows:

<i>Performance Pay 2021 through 2022</i>	
<u><i>Minimum to Maximum</i></u>	
<i>Needs Improvement</i>	<i>0.0 %</i>
<i>Meets Expectation</i>	<i>2.25 %</i>
<i>Exceeds Expectation</i>	<i>3.25 %</i>

**ARTICLE 18.
DISCIPLINE AND DISCHARGE**

18.1 The County will discipline an employee for just cause only. The discharge of probationary employees shall be subject to the Olmsted County Civil Service Rules.

Discipline will be in one or more of the following forms:

- A. Oral reprimand (this may be noted in written form in the employee’s personnel file).
- B. Written reprimand (suspensions, demotions, and discharges shall be in writing. These will become part of the employee’s personnel file and will be given to and acknowledged in writing by the employee.) The employee may request that a copy be given to the Union.
- C. Suspension (may be assessed, at the employer’s discretion, in time off without pay or reduction of time from the employee’s vacation bank).
- D. Demotion.
- E. Discharge.

- 18.2 Employees may examine their own personnel file at reasonable times under the direct supervision of County-designated personnel. The County and the Union agree that only disciplinary action resulting in a written reprimand, Suspension, Demotion, and/or Discharge may be processed in accordance with the grievance procedure of this Agreement.

**ARTICLE 19.
SAVINGS CLAUSE**

- 19.1 If any provisions or portion of this Agreement should be rendered illegal or should be declared by reason of any subsequent statute or ordinance or by a decision of the court or is contrary to an administrative ruling or administrative regulations, such invalidation shall not affect the remaining provisions or portions of this Agreement.

**ARTICLE 20.
TRAINING**

- 20.1 All employees covered by this Agreement have the responsibility to comply with training requirements promulgated by the State of Minnesota POST Board. The County will provide the opportunity for employees to attend necessary training.

**ARTICLE 21.
LAYOFF**

- 21.1 In the event it is necessary to reduce the work force, the selection of employees to be retained shall be determined by the County in consultation with the Sheriff and a representative of the Union. Procedures for layoff will be determined by this group and will not be grievable under Article 4 of this Agreement, but may be appealable through Sheriff's Civil Service Rules and Regulations.

**ARTICLE 22.
BULLETIN BOARD**

- 22.1 The Employer shall provide reasonable bulletin board space within the Law Enforcement Center. The bulletin board shall be used for the following subjects:
- A. Union recreational and/or social affairs;
 - B. Union meetings;
 - C. Union elections;
 - D. Union committees; or
 - E. Any other Union official written material that has first been approved by the Sheriff.
- 22.2 The parties agree that the purpose of the Union Bulletin Board is to post information relating to Union Business and not to serve as a soap box to air complaints or offer political commentary or to exchange messages among co-workers. Therefore, posted material shall not contain anything that is political, offensive, and personal or violates the County's harassment policy. The Employer is entitled to remove any such items from the bulletin board.

ARTICLE 23.
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

23.1 This Agreement constitutes the full and complete agreement between the County and the Union representing the employees in the appropriate bargaining unit covered by this Agreement. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Any term or condition of employment not explicitly established by this Agreement shall remain with the County to establish, modify, or eliminate, including applying a definition to any term not expressly defined in this Agreement.

ARTICLE 24.
TERM

24.1 This Agreement shall be in full force and effect from *January 1, 2021 through December 31, 2022*, and shall be automatically extended from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

In witness, whereof, the undersigned have caused this Agreement to be executed this _____ day of _____, *2021*.

OLMSTED COUNTY BOARD OF
COMMISSIONERS

LAW ENFORCEMENT LABOR SERVICES, INC.

Stephanie Podulke, Chairperson
County Board of Commissioners

Sean McKnight, Business Agent
Law Enforcement Labor Services, Inc.

ATTEST:

Scott Behrns
Union Steward

Heidi Welsch
County Administrator

Schedule A

Wages ~ Effective upon execution of the agreement

OLMSTED COUNTY LICENSED CAPTAINS

Employees covered under this plan are eligible for compensation of **1.0% January 1, 2021 and 2.50% January 1, 2022** and contribution decisions from **0% up to 3.25 %** based on performance on their performance review date. Use the contribution decision form to determine specific eligibility level. Expectations increase as employees move through the range. Salary should reflect the performance most consistently observed over the last twelve-month period.

EVALUATION

Anyone hired or promoted by Olmsted County, regardless of salary at entry, is subject to a one-year evaluation period. Successful completion of this evaluation makes this employee eligible for a salary adjustment. The end of the evaluation period is the start of the subsequent twelve-month review period.

Hire.....Salary decision
6 monthsEvaluation period review
12 monthsFinal evaluation and salary review
Subsequent 12 month periods.....Performance and salary review

PROMOTIONS

Salary may be negotiated as a result of promotion. The annual review date changes. Increases above the DSDT must be approved by the Administrative Committee of the County Board of Commissioners.

PROVISIONAL EMPLOYEES

Provisional employees shall receive at least the minimum entry-level wage of the banded job classification which they are to work in.

TITLE CHANGE

Title changes do not result in salary adjustments. Performance review dates remain the same.

VOLUNTARY DEMOTION

When an employee accepts a position in a lower band and grade a decrease in salary will occur (the salary may not be over the top of the position salary range). There will be a one-year evaluation. Refer to the evaluation statement above.

DRUG TESTING

The Deputy Sheriff Captains recognize the Olmsted County’s Chemical Free Workplace Policy, and recognize that they hold safety sensitive jobs and are subject to random testing under the County’ policy.

Schedule A

Effective January 1, 2021
Licensed Captains Olmsted County

<u>Band/Grade/Subgrade</u>	<u>Job Classification</u>	<u>Minimum</u>	<u>DSDT*</u>	<u>Midpoint</u>	<u>Maximum</u>	
C52	Licensed Captain / Sheriff	\$38.22 \$6,624 \$79,494	\$43.61	\$49.96	\$61.80 \$ 9,920 \$128,544	Hourly Mo. (approx.) Yr. (approx.)

Effective January 1, 2022
Licensed Captains Olmsted County

<u>Band/Grade/Subgrade</u>	<u>Job Classification</u>	<u>Minimum</u>	<u>DSDT*</u>	<u>Midpoint</u>	<u>Maximum</u>	
C52	Licensed Captain / Sheriff	\$38.79 \$ 6,723 \$80,675	\$44.93	\$51.07	\$63.35 \$10,980 \$131,758	Hourly Mo. (approx.) Yr. (approx.)

Note

An employee, who because of a contractual wage increase, reaches the top/maximum of the salary range, or who is currently at the top/maximum of the salary range, will receive a one-time lump sum payment (\$700 for a successful rating and \$1,200 for an exceeds rating). Lump sum payment will be prorated if portion of merit increase needed to reach top/maximum of salary range. An employee's base salary will not go above the top/maximum of the salary range.