

AGREEMENT

By and Between

COUNTY OF BECKER



and

LAW ENFORCEMENT LABOR SERVICES, INC



Law Enforcement
Labor Services

Representing:

BECKER COUNTY SHERIFF'S NON-LICENSED

DISPATCHERS/JAILERS

(LOCAL #419)

January 1, 2023 through December 31, 2023

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Becker, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 14, for the following employees:

All essential communication officers, correctional officers, STS crew leader and transport officers, of the Becker County Sheriff's Department, Detroit Lakes, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding Deputies/Bailiffs, supervisory and confidential employees.

- 2.2 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief. Employees shall be subject to the Sexual Discrimination Policy as referenced in the County Personnel Policy.

ARTICLE 3. DEFINITIONS

- 3.1 **Union:** Law Enforcement Labor Services, Inc.
- 3.2 **Union Member:** A member of Law Enforcement Labor Services, Inc. local #419.
- 3.3 **Employee:** A member of the exclusively recognized bargaining unit.
- 3.4 **Department:** The Becker County Sheriff's Department.
- 3.5 **Employer:** The County of Becker.
- 3.6 **Union Officer:** Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.7 **Scheduled Shift:** A consecutive work period including two (2) rest breaks and a lunch break.
- 3.8 **Rest Breaks:** Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

- 3.9 **Lunch Breaks:** A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 **Regular Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired, promoted, or rehired employees.

ARTICLE 4. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, neither the Union, nor any of the employees covered by this Agreement, will cause, encourage, participate in or support any strike, slow down, mass absenteeism or other interruption of or interference with the normal functions of the Employer. In the event that an employee violates this Article, the Union, shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

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 set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel, to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

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 as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on a bulletin board for posting Union notices and announcements. The Union agrees to limit the posting of such notices to its bulletin board. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, including attorney fees 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

- 7.1 **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.
- 7.2 **Union Representatives:** The Employer will recognize the Union representative designated by the Union as the grievance representative 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 stewards and of their successors when so designated as provided by 6.2 of this Agreement.
- 7.3 **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 a 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 of the Employer.
- 7.4 **Procedure:** Grievances, as defined in 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 Agreement shall, within fourteen (14) working days after such alleged violation has occurred, present such grievance to the employee's supervisor. 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 may 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 two representative. The Employer-designated step 2 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 of the Step 3 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 two representative. The Employer-designated step 3 representative shall give the Union the Employer's Step 3 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 of the Step 3 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 4. A grievance resolved in Step 3 and appealed to Step 4 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 Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). A grievance will be waived if an arbitrator is not selected within 90 days of receipt of Arbitrator's list from the BMS unless fault of Employer.

7.5 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 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.

7.6 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 the step and immediately appeal the

grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written Employer 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 a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized 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 7.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Becker. 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, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated by mutual agreement of both parties.

ARTICLE 9. SENIORITY

- 9.1 An employee in this bargaining unit who transfers to another department of the Employer shall accumulate total seniority from the other department only for the purpose of calculating vacation and sick leave.
- 9.2 There shall be three (3) types of seniority established by this Agreement.
 - A. Service seniority; which shall be the total length of continuous service with the Employer.
 - B. Department seniority; which shall be the total length of service within a specific department of the Employer.
 - C. Classification seniority; which shall be the total length of service within a work classification.
- 9.3 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

- A. Layoff, which shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in a previously held lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping, and he/she has greater department seniority than the employee who is to be bumped.
 - B. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable the employee and Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.
- 9.4 The initial probationary period shall be one (1) year. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- 9.5 Where all other qualifications are equal, seniority shall apply to full-time employees in accordance with the employee's length of continuous service. This shall include preference on any vacancies or newly created positions.

ARTICLE 10. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 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 and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.
- 10.6 If an employee is the subject to disciplinary action, said employee will not be questioned concerning such disciplinary action, unless the said employee has been given an opportunity to have a Union representative present at such questioning.

- 10.7 Grievances relating to this suspension or discharge may be initiated by the Union in Step 3 of the Grievance Procedure under Article 7.

ARTICLE 11. OVERTIME

- 11.1 Employees will be compensated at one and one-half (1 1/2) times the employee's base rate for hours worked in excess of the employee's regularly scheduled shift with the approval of the Sheriff and/or designee.
- 11.2 Overtime will be distributed as equally as practicable.
- 11.3 Work performed on a holiday, as defined in Article 8, shall be paid for at double times the employee's regular base pay rate if not regularly scheduled shift.
- 11.4 The base pay rate of premium compensation shall not be paid more than once for the same hours worked under any provisions of the Agreement, nor shall there be any pyramiding of premium compensation.
- 11.5 Holidays, vacation and sick leave shall count as hours worked. •
- 11.6 Mandatory training and mandatory meetings that fall outside of an employee's regularly scheduled shift shall be compensated at one and one-half (1 1/2) times the employee's regular base rate. Non-mandatory approved training and meetings shall be compensated at the employee's regular base pay rate.
- 11.7 Overtime compensation for non-exempt employees shall be made either in cash or compensatory time off, at the employee's option. No employee shall accumulate more than eighty (80) hours in a compensatory time; hours earned in excess of eighty (80) hours shall be paid in cash at the appropriate rate. All accumulated compensatory time in excess of forty (40) hours not used by the second pay period of December shall be paid in cash at the appropriate rate.

ARTICLE 12. COURT TIME

An employee who is required to appear in Court during the employees scheduled time off for Becker County Court business and with the approval of the Sheriff or designee shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's regular base pay rate.

ARTICLE 13. CALL BACK TIME

An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's regular base pay rate. An extension or early report for regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 14. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 15. INSURANCE

- 15.1 The Employer will maintain the hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and an insurance carrier until such time as the employee is terminated.
- 15.2 The Employer shall establish a Flexible Benefits Plan. Each employee participating in the Plan must purchase the minimum required coverage individual comprehensive major medical coverage, long term disability and basic life insurance under the Plan. Effective January 1, 2018, the PEIP HSA Compatible Deductible Plan shall be the minimum required health plan.

Effective 2019 the annual County contribution will increase based on a 50/50 split between Employer and employee based on the single HSA compatible plan premium. The County contribution will be calculated by taking fifty percent (50%) of the single HSA plan premium increase and adding it to the previous year's contribution. Employees may receive in cash or use for optional benefits the remaining dollars after the minimum required benefits are deducted from the County's contribution, including those employees who elect to waive the single required health plan.

After enrollment, if any plan falls to ten (10) or less County employees, the plan goes away for the next open enrollment. (Newly implemented plans will be given two (2) years to exist prior to dropping if there are ten (10) or less enrolled.)

- 15.3 In accordance with Minnesota Statute §471.61, a County employee who retires before the age of sixty-five (65) has the option of continuing with the County's group health policy at his/her own expense under the conditions outlined below:
- A. The retiree must meet the age and service requirements necessary for eligibility requirements for an annuity under PERA or be receiving a disability benefit from PERA;
 - B. The retiree may receive dependent coverage only if the retiree received dependent coverage immediately before leaving employment;
 - C. The retiree may initially elect dependent coverage as stipulated immediately above and later drop dependent coverage while retaining individual coverage. The retiree may not drop individual coverage and retain dependent coverage except for certain circumstances which may apply if the retiree becomes eligible for Medicare prior to the dependent(s)' eligibility for Medicare;
 - D. The monthly premiums will be due by the fifteenth (15th) of the preceding month.

- 15.4 The parties agree to meet and confer regarding any changes in the Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

ARTICLE 16. VACATIONS

- 16.1 Regular employees shall earn vacation leave in accordance with the following schedule:

| <u>Years of Service</u> | <u>Vacation Leave</u> |
|-------------------------------|-----------------------|
| Beginning 0 through 1 year | 80 hours |
| Beginning 2 through 6 years | 96 hours |
| Beginning 7 through 11 years | 120 hours |
| Beginning 12 through 18 years | 160 hours |
| Beginning 19 plus years | 192 hours |

Vacations shall be earned based on the bi-weekly payroll system.

- 16.2 Vacations may be accumulated to a maximum of two hundred twenty-four (224) hours on the last day of each calendar year.
- 16.3 Every effort will be made to give employees the vacation period of their preference, vacations will be scheduled so as not to cause an interruption in the normal operation of the agency. Should a conflict in scheduling occur it will be resolved on the basis of first request, in case of conflict as to preferred dates, seniority shall prevail.

ARTICLE 17. UNIFORMS

- 17.1 Uniform allowance for Dispatchers and Jailers is six hundred fifteen (615.00) dollars. This will be paid by the second pay period of January and be prorated for employees leaving employment. New Dispatch employees will receive full allowance for the first year. Newly hired jail employees will have their uniform and equipment paid for by the County. Employees will not be required to purchase Ceremonial Dress Uniforms out of their uniform allowance.
- 17.2 Uniform or personal items damaged in the line of duty shall be paid for by the Employer.

ARTICLE 18. HOLIDAYS

18.1 Employees shall receive on the second payday in November of each year, a lump sum payment for eleven (11) holidays. The following eleven (11) days have been designated as official paid holidays:

| | |
|------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Independence Day | Christmas Day |

Juneteenth will become a holiday upon the Minnesota Legislature adopting it as a state holiday.

18.2 Employees shall be eligible for holiday pay provided they are on compensated status on the last workday before and the first workday after the holiday.

ARTICLE 19. PERSONAL LEAVE DAY

Each employee shall be entitled to sixteen (16) hours per calendar year of personal leave. These personal leave days must be taken by the employee, or they will be lost. Employees may take personal leave in increments of not less than one (1) hour.

ARTICLE 20. LEGAL PROTECTION

The County shall provide, through insurance coverage or otherwise, defense, necessary legal expenses and other costs to an employee against whom a claim is made or a lawsuit is commenced which is based upon the conduct of the employee acting in the regular course of his/her employment, except for intentional torts and crimes or ordinance violations committed by such employee, in accordance with Minn. Stat. 466.02.

ARTICLE 21. SICK LEAVE

21.1 All regular employees shall be entitled to one (1) day of sick leave per month, and shall accumulate sick leave to a maximum of nine hundred sixty (960) hours. Sick leave shall be earned based on the bi-weekly payroll system. After the maximum of nine hundred sixty (960) hours have been accrued, the time shall go into a sick leave bank only to be used when all the nine hundred sixty (960) hours have been exhausted. A doctor's certificate may be required for sick leave absences of more than three (3) consecutive day's duration, or when an employee is on sick leave and abuse is suspected.

- 21.2 Earned sick leave may be used for absences from work necessitated by the following circumstances and in accordance with MN Statute 181.9413:
- A. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment;
 - B. Because of quarantine directed by a medical physician;
 - C. Because of death in the immediate family, such use not to exceed three (3) shifts; immediate family is defined as follows: employee's spouse, children, stepchildren, grandchildren, parents, step parents, father/mother-in-law, son/daughter-in-law, grandparents, brother, sister, brother/sister-in-law, and step siblings, aunts and uncles; up to an additional two (2) shifts of sick leave may be granted with the approval of the department head. Up to one (1 shift) for death of a first cousin.
 - D. Because of doctor's visits required by employee, employee's spouse, children, stepchildren or parents.
 - E. Because of sickness or injury to an employee's spouse, children, or parents, the result of which requires the said employee to attend to their needs.
- 21.3 If an employee receives a job-related injury or sickness and if eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and the employee's regular salary, not to exceed the employee's regular take home pay, for a period not to exceed sixty (60) days. Beyond sixty (60) days, the difference will be charged to the employee's sick leave account providing the employee chooses to receive the employee's full salary. Once the employee's sick leave account has been used in full, the employee will not continue to accumulate any sick leave, paid holidays or vacation during the period that said employee is unable to work and continue to receive worker's compensation benefits. Upon receipt by the Employer of a medical report indicating that the employee's healing period has concluded and if the employee is unable to return to the position that the employee held at the time the employee was injured and there are no other job classifications open, the employee may be discharged.
- 21.4 Use of the sick leave benefits for reasons other than those stated in Section 21.2 of this Article shall be just cause for disciplinary action as provided in Article 10 (DISCIPLINE).

ARTICLE 22. WAGES

- 22.1 During the term of this Agreement, employees shall be paid in accordance with Appendix A which is attached here to and incorporated herein.

Employees shall receive a step increase on their anniversary date.

Increase the salary schedule by four (4%) percent. Eliminate bottom Step 1 and add an additional top Step to the LELS Corrections/Dispatch band and grade wage scale. Employees will remain at their current step. Retroactive to January 1, 2023.

Memorandum of Agreement for a Class and compensation Study to be completed by September 2023; force majeure language attached.

Field Training Officer (FTO) training pay at a rate of \$ 2.00 per hour above the regular base wage for members who are assigned to train new employees.

- 22.2 Payday shall be bi-weekly.
- 22.3 Employees shall be paid an extra one-half (1/2) hour per working day at the regular rate of pay as compensation for rest breaks as defined in Article 3.8.
- 22.4 Each employee who works between 6:00 p.m. and 6:00 a.m. shall receive, in addition to the regular compensation provided herein, shift differential of one dollar twenty-five cents (\$1.25) per hour. For call in to cover visitation time up to 4 hours on Saturdays shall receive \$1.50 shift differential per hour.
- 22.5 Dispatch employees scheduled to work for five (5) consecutive days shall receive two (2) consecutive days off.
- 22.5 Upon employee's death all sick leave, comp time and vacation accumulated shall be paid to the employee's spouse in accordance with Minnesota Law or the employee's estate.

Excused absence without payroll deduction will be paid by the Employer in the event of a death that occurs in the Employee's immediate family, namely, spouse, children, stepchildren, parent, stepparent, brother/sister, stepbrother/sister, mother/father-in-law, brother/sister-in-law, grandparents, grandchildren, domestic partner, aunt, uncle. Absence will be allowed not exceeding three (3) working days. Up to an additional two (2) shifts of sick leave may be granted with the approval of the department head. Up to one shift (1) for the death of a cousin.

ARTICLE 23. LEAVE OF ABSENCE

- 23.1 Eligibility Requirements: Employees who have twelve (12) months or more of continuous service with the Employer, may request a paid or unpaid leave of absence except as otherwise provided by law.
- 23.2 Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason for the leave of absence being requested and any such further information as may be required by the Employer for such application.
- 23.3 Authorization for Leave: Authorization for a leave of absence, if granted, at the sole discretion of the Employer, to any permanent employee, shall be furnished to the employee in writing by the Employer. Any request for a leave of absence shall be answered within thirty (30) days after the date of application was originally submitted to the Employer.
- 23.4 Disability Leave: Leaves of absence up to one (1) year may be granted, at the sole discretion of the Employer, to any permanent employee, who as a result of an extended illness or injury, has exhausted his/her accumulated sick leave. Upon request of the employee, such leave may be

extended. The Employer's policy for unpaid disability leave shall be consistently and uniformly applied amount employees in similar circumstances.

- 23.5 Paid leaves of absence shall be granted for service on injury, with per diem received therefore to be turned back to the County (excluding travel allowance).
- 23.6 Employees who are members of the Reserve Military Force of the United States or the State of MN, and who are ordered by appropriate authorities to attend a training program or perform other duties under the supervision of the appropriate authority shall be granted paid leave time up to a maximum of fifteen (15) working days per year.
- 23.7 Any regular employee who enters into active military service while in the employment of Employer, shall be granted a leave of absence for the period of such military service in accordance to the USSERA military leave.
- 23.8 Withdrawal of PERA accumulated deductions shall terminate leave of absence and shall be a permanent employment severance.
- 23.9 No leave of absence shall be granted for any reason prior to one (1) year of continuous service to the Employer by the employee.
- 23.10 Family Medical Leave Act as referenced in the County Personnel Policy.

ARTICLE 25. LONGEVITY

In order to recognize the employee who remains in the employment of the Employer on a continuous basis, a longevity program is established effective July 1, 1987. In order to determine eligibility for longevity, the employee's last date of hire will be commencement date for calculating longevity. Longevity pay shall be paid on the following basis:

Employee hired before April 1, 2018, shall receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

| | |
|---------------|----|
| 0 – 5 years | 0% |
| 6 – 10 years | 1% |
| 11 – 15 years | 2% |
| 16 – 20 years | 3% |
| 21 – 25 years | 5% |
| 26 – 30 years | 6% |
| Over 30 years | 7% |

Employees hired after April 1, 2018, will receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

Starting 16 years 3%

Said longevity payment shall be paid each month and shall be based upon longevity computed on the length of service calculated as provided above as the anniversary month of the employee's last date of hire.

ARTICLE 25. SEVERANCE PAY

Effective January 1, 2023, once a cap of 960 hours has been reached half of the overage hours will be contributed to the employee's MSRS Health Care Savings Account and the other half of the overage will be donated into the county wide catastrophic leave bank per policy.

Any and all severance payments will be deposited in employees MSRS / HCSP upon termination of employment.

Employees hired prior to January 1, 2014, who have completed five (5) years of service and honorably separated, including medical separation, shall be entitled to seventy percent (70%) of their unused sick leave as severance pay, however, said severance pay shall not include any banked sick leave hours.

Employees hired on or after January 1, 2014, will be subject to the following Severance Pay:

| <u>Years of Service</u> | <u>Percent of Sick Leave</u> |
|-------------------------|------------------------------|
| 5 yrs. | 40% |
| 10 yrs. | 50% |
| 15 yrs. | 60% |
| 20 yrs. | 70% |

ARTICLE 26. MILEAGE

Employees required to furnish cars for purposes of County business shall be paid at the rate the Internal Revenue Service allows for income tax purposes which is effective at the time the employee's expense is incurred. This is paid only when County cars are not available. In the event that there isn't an available County car which the employee elects not to use, the employee shall be paid at the rate established by the County Board of Commissioners.

**ARTICLE 27. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN
MN STATE RETIREMENT SYSTEM (M.S.R.S.)**

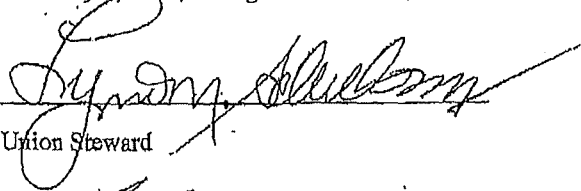
The Employer shall establish and administer a Post-Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all members of the bargaining unit.

Two percent (2%) of employee's gross monthly salary shall go into the employee Post-Retirement Health Care Savings Plan (PRHCSP) (MSRS).

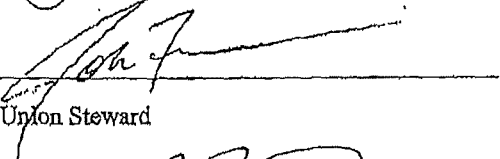
ARTICLE 28. DURATION

This Agreement is effective for the period January 1, 2023, through December 31, 2023.

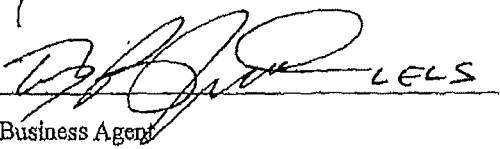
Dated: 6-21-2023


Union Steward

Dated: 6-21-23



Union Steward

Dated: 6-26-23

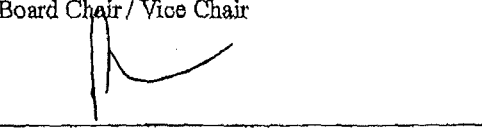

Business Agent

BECKER COUNTY

Dated: 6-27-23


Board Chair / Vice Chair

Dated: 6/27/23


Pat Oman, County Administrator

MEMORANDUM OF AGREEMENT

WHEREAS, the Becker County LELS Dispatchers / Corrections ("Union") represents the employees in the 911 dispatch and corrections facilities of Becker County (Employer); and

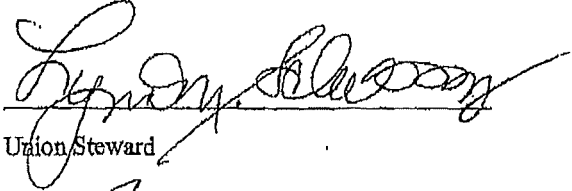
WHEREAS, the collective bargaining agreement (CBA) contains language regarding the Employer's contribution in 2017 and 2018, and an Employer-Employee 50-50 split of the increase beginning in 2019 and thereafter;

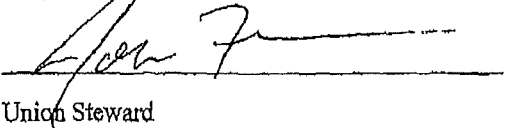
WHEREAS, the Union and the Employer have reached an agreement for how the increase will be split for 2022 only, pursuant to this Memorandum of Agreement, which shall not alter the terms of the CBAs;

WHEREAS, the Union and the Employer have reached an agreement for how the increase will be split for 2023 only, pursuant to this Memorandum of Agreement, which shall not alter the terms of the CBAs;

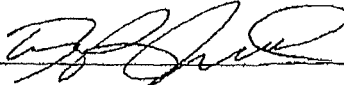
NOW, THEREFORE, the Parties agree as follows:

1. **CBA Language Unchanged.** The provisions of this Memorandum of Agreement shall commence on January 1, 2023, and shall terminated on December 31, 2023. The existing language in the CBAs (§16.1) shall remain unchanged and shall be effective January 1, 2023, and the Employer contribution amount shall revert to the amount under the § 16.1 calculation for 2024, unless the parties negotiate a change in the language in the CBAs pursuant to the provisions of PELRA, Minnesota Statutes Chapter 179A, for 2023.
2. **2023 Health Insurance Increase Split:** For calendar year 2023 only, the Employer shall pay 75% of the increase in the cost of health insurance premiums under the County's Health Insurance Plan. The increase will be calculated based on the single H.S.A. compatible plan premium. The Employer's contribution for 2023 will be calculated by taking 75% of the single H.S.A. compatible plan premium increase and adding it to the 2023 employer contribution. Employees may use any excess over the single premium amount for optional benefits after the premiums are deducted from the County's contribution, including those employees who elect to waive the single required health plan.
3. Becker County agrees to submit an RFP for 2024 insurance.
4. **Mutual Drafting:** This agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party, regardless of which party drafted any the agreement or any portion thereof. The agreement shall for all purposes be deemed to have been mutually drafted.

Dated: 6-21-2023 
 Union Steward


Dated: 6-21-23 
 Union Steward

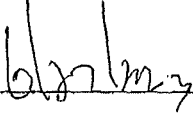
Dated: 6-26-23

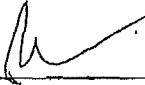
 LELS.
Business Agent

BECKER COUNTY

Dated: 6-27-23


Board Chair / Vice Chair

Dated: 


Pat Oman, County Administrator

MEMORANDUM OF AGREEMENT

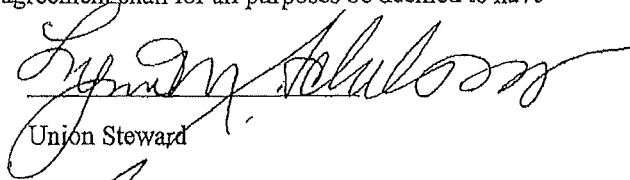
WHEREAS, the Becker County LELS Dispatchers / Corrections ("Union") represents the employees in the 911 dispatch and corrections facilities of Becker County (Employer); and

WHEREAS, the Employer has determined to exercise its managerial right to conduct a wage study prior to the commencement of negotiations for the 2023 collective bargaining agreement;

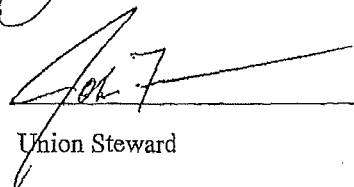
NOW, THEREFORE, the Parties agree as follows:

1. **Wage Study:** The Employer has agreed to complete a Class and Comp Study by September 1, 2023 absent factors beyond the control of the Employer (force majeure).
2. **Non-Precedent Setting:** This Memorandum of Agreement and the Employer's decision to conduct a wage study shall not constitute a waiver of the Employer's inherent managerial rights, nor shall it constitute an agreement to bargain over wage studies, classification studies, compensation or pay equity studies. This agreement and wage study shall not be cited by any party as evidence in any future negotiations, arbitrations, or litigation regarding the Employer's duty to bargain over wage studies, classification studies, compensation or pay equity studies or any other matter of inherent managerial rights.
3. **Mutual Drafting:** This agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party, regardless of which party drafted any the agreement or any portion thereof. The agreement shall for all purposes be deemed to have been mutually drafted.

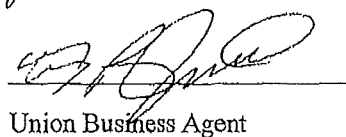
Dated: 6/26/23


Union Steward

Dated: 6/26/23


Union Steward

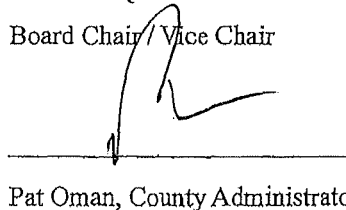
Dated: 06-26-23


Union Business Agent

Dated: 6-27-23


Board Chair / Vice Chair

Dated: 6/27/23


Pat Oman, County Administrator

| 2023 | Band | Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---------------------------|------|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| STS CREW LEAD | B-22 | 2 | 43,073 | 44,411 | 45,749 | 47,087 | 48,426 | 49,764 | 51,102 | 52,440 | 54,014 | 55,634 |
| STS CREW LEAD | B-22 | 2 | 20.6286 | 21.2695 | 21.9105 | 22.5514 | 23.1923 | 23.8332 | 24.4742 | 25.1151 | 25.8685 | 26.6446 |
| CORRECTIONAL OFFICER | B-23 | 2 | 45,049 | 46,459 | 47,868 | 49,278 | 50,687 | 52,097 | 53,506 | 54,916 | 56,563 | 58,260 |
| CORRECTIONAL OFFICER | B-23 | 2 | 21.5754 | 22.2504 | 22.9254 | 23.6005 | 24.2755 | 24.9505 | 25.6255 | 26.3005 | 27.0896 | 27.9022 |
| TRANSPORT OFFICER | B-23 | 2 | 45,049 | 46,459 | 47,868 | 49,278 | 50,687 | 52,097 | 53,506 | 54,916 | 56,563 | 58,260 |
| TRANSPORT OFFICER | B-23 | 2 | 21.5754 | 22.2504 | 22.9254 | 23.6005 | 24.2755 | 24.9505 | 25.6255 | 26.3005 | 27.0896 | 27.9022 |
| COMMUNICATIONS OFFICER | B-24 | 2 | 47,026 | 48,507 | 49,988 | 51,468 | 52,949 | 54,429 | 55,910 | 57,391 | 59,112 | 60,886 |
| COMMUNICATIONS OFFICER | B-24 | 2 | 22.5222 | 23.2313 | 23.9404 | 24.6495 | 25.3586 | 26.0678 | 26.7769 | 27.4860 | 28.3106 | 29.1599 |
| PROG COORD-CORRECTION OFF | B-25 | 2 | 49,003 | 50,555 | 52,107 | 53,659 | 55,210 | 56,762 | 58,314 | 59,866 | 61,662 | 63,512 |
| PROG COORD-CORRECTION OFF | B-25 | 2 | 23.4690 | 24.2122 | 24.9554 | 25.6986 | 26.4418 | 27.1850 | 27.9282 | 28.6714 | 29.5316 | 30.4175 |