

# LABOR AGREEMENT

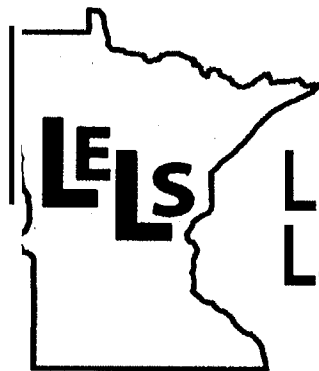
Between

COUNTY OF BECKER

**BECKER COUNTY, MN**

And

LAW ENFORCEMENT LABOR SERVICES INC.  
EMPLOYEES' UNION, LOCAL NO. 391



**Law Enforcement  
Labor Services, Inc.**

Becker County Deputies

Effective January 1, 2022 through December 31, 2022

ARTICLE	TABLE OF CONTENTS Becker County Deputies	PAGE
1	PURPOSE OF AGREEMENT	2
2	RECOGNITION	2
3	DEFINITIONS	2
4	E LOYERSECUFUTY	3
5	E LOYER AUTHORITY	3
6	UNION SECUFUTY	3
7	E LOYEE RIGHTS - GRIEVANCE PROCEDURE	4
8	SAVINGS CLAUSE	6
9	SENIORITY	6
10	DISCIPLINE	7
11	OVERTIME	8
12	COURT TIME	8
13	CALL BACK TIME	8
14	CONSTITUTIONAL PROTECTION	9
15	INSURANCE	8
16	VACATIONS	9
17	UNIFORMS	10
18	HOLIDAY LUMP SUM PAYMENT	10
19	PERSONAL LEAVE DAY	10
20	LEGAL PROTECTION	11
21	SICK LEAVE	11
22	MATERNITY/ADOPTION LEAVE	12
23	WAGES	12
24	LONGEVITY	12
25	SEVERANCE PAY	13
26	MILEAGE	13
27	POST RETIREMENT HEALTH INSURANCE THROUGH MN STATE RETIREMENT SYSTEM (M.S.R.S)	13
28	TASK FORCE INVESTIGATOR ASSIGNMENT	13
29	DURATION	13
	APPENDIX A - SALARY SCHEDULE	15

## **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. Local 391, 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 Deputies of the Becker County Sheriff Department whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than sixty-seven (67) work days per year, excluding 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. Local 391.
- 3.2 Union Member: A member of Law Enforcement Labor Services Inc. Local 391.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The Becker County Sheriff Department.
- 3.5 Employer: The County of Becker.
- 3.6 Union Officer: Officer elected or appointed Law Enforcement Labor Services Inc. Local 391.
- 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 or rehired employees.

#### **ARTICLE 4. EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement, neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will cause, encourage, participate in or support any strike, slow down, mass absenteeism, mass resignation, or other interruption of or interference with the normal functions of the Employer. In the event that an employee violates this Article, the Union, including officers and stewards, 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.
- 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 space. 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 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 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 that 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 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 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 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 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 after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the 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 shall be considered waived

STEP 4. A grievance unresolved 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 Arbitrators list from the BMS unless fault of the 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 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.

## 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, Veteran's Preference, or Fair Employment. 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 to 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 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.

10.6 Grievances relating to suspension and 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 (1.5) 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 18, shall be paid for at time and one-half (1.5) times the employee's regular base pay rate for all hours worked.
- 11.4 Mandatory training and mandatory meetings that fall outside of an employee's regularly scheduled shift shall be compensated at one and one-half half (1.5) times the employee's regular base rate. Non-mandatory approved training and meetings shall be compensated at the employee's regular base pay rate.
- 11.5 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 bank; 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 his/her 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 (1.5) times the employee's regular base pay rate. In addition, an employee who uses his/her own personal car shall receive a travel allowance.

## **ARTICLE 13. CALL BACK TIME**

An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) 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 2018, the County's annual contribution will remain the same from 2017. 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 (15<sup>th</sup>) of the preceding month.

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

## **ARTICLE 16. VACATIONS**

- 16.1 All regular employees of the department as of the date of execution of this contract whose vacation earned under the prior contract exceeds vacation benefits provided by this contract shall receive the greater vacation until such time as the benefits under the prior contract equal the benefits provided under this contract at which time the employee shall earn all vacation thereafter as provided by the terms of this contract.

16.2 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 years	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

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

16.3 Vacations may be accumulated to a maximum of two hundred twenty-four (224) hours.

16.4 All vacation leave shall be scheduled with the Employer.

## **ARTICLE 17. UNIFORMS**

17.1 Effective January 1, 2022, each sworn employee shall receive seven hundred seventy-five dollars (\$775.00) for clothing and maintenance allowance. This will be paid by the second pay period of January.

17.2 Uniform or personal items damaged in the line of duty shall be paid for by the Employer.

17.3 Employees will not be required to purchase Ceremonial/Dress Uniforms out of their uniform allowance

## **ARTICLE 18. HOLIDAY LUMP SUM PAYMENT**

Employees shall receive on the second payday in November of each year, a lump sum payment for ten (10) holidays. The following ten (10) days have been designated as official paid holidays:

New Year's Day	Labor Day
Martin Luther King's 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 making it a state holiday.  
Bailiffs will receive holiday pay on the day it is recognized in the courthouse.

## **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.

## **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.

## **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 of 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 days 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 twenty-four (24) hours; immediate family is defined as follows: employee's spouse, children, stepchildren, grandchildren, parents, step parents, father/mother-in-law, grandparents, brother, sister, brother/sister-in-law, and step siblings; up to an additional sixteen (16) hours of sick leave may be granted with the approval of the department head;
  - D. 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; and,
  - E. Because of doctors' visits required by employee, employee's spouse or children.
- 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 his/her regular

salary, not to exceed his/her regular take home pay, for a period not to exceed four hundred and eighty (480) working hours. Beyond four hundred and eighty (480) working hours, the difference will be charged to the employee's sick leave and then any remaining paid leave accounts. Once the employee's paid 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 he/she held at the time he/she 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. MATERNITY/ADOPTION LEAVE**

An unpaid maternity or adoption leave of absence must be granted to a natural parent or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue for up to three (3) months, provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent of the Employer and the employee. The Employer's policy for unpaid maternity or adoption leave shall be consistently and uniformly applied among employees in similar circumstances.

## **ARTICLE 23. WAGES**

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

Effective 1/1/2022, increase the salary schedule by three and one quarter (3.25%) percent. Eligible Employees not at the top step shall receive a step increase on their anniversary date.

- 23.2 Payday shall be bi-weekly.
- 23.3 Each employee who works between 6:00 p.m. and 6 a.m. shall receive one dollar (\$1.00) per hour which will be increased to one dollar twenty-five cents (\$1.25) effective 1/1/17,
- 23.4 Each licensed peace officer will be reimbursed for the cost of their three (3) year POST license.

## **ARTICLE 24. LONGEVITY**

- 24.1 Employees 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%

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

Upon completion of 15 years 3%

## **ARTICLE 25. SEVERANCE PAY**

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.

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

Years of Service	Percent of Sick Leave
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 is an available County car, the employee shall be paid at twenty-one cents (.21\$) per mile.

## **ARTICLE 27. POST RETIREMENT HEALTH INSURANCE THROUGH MINNESOTA STATE RETIREMENT SYSTEM (M.S.R.S)**

Employees to contribute two percent (2%) of Gross Wages and Severance Pay (per Article 25 to M.S.R.S. Post-Retirement Health Insurance Savings Plan).

## **ARTICLE 28. TASK FORCE INVESTIGATOR ASSIGNMENT**

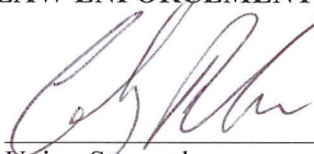
A Deputy who is assigned by the Sheriff to the Drug Task Force will be paid based on the Investigator scale as determined by the Sheriff. This pay increase will only be provided while assigned to the Drug Task Force, it is not considered a regular investigator position.

## **ARTICLE 29. DURATION**

This Agreement is effective for the period January 1, 2022 through December 31, 2022, and from year to year thereafter unless either party hereto shall give notice in writing sixty (60) days prior to the annual expiration date of a desire to terminate or amend this Agreement.

**LAW ENFORCEMENT LABOR SERVICES**

Dated: 5-26-22

  
\_\_\_\_\_  
Union Steward

Dated: \_\_\_\_\_


\_\_\_\_\_  
Union Steward

Dated: May 20, 2022

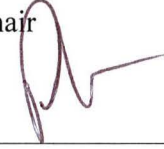
  
\_\_\_\_\_  
Keith Terlinden  
Business Agent

**BECKER COUNTY**

Dated: 5/24/2022

  
\_\_\_\_\_  
Larry Knutson  
Board Chair

Dated: 5/24/2022

  
\_\_\_\_\_  
Pat Oman  
County Administrator



2022	POSITION	Band	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	BAILIFF	B-25	2	45,626	47,118	48,611	50,103	51,595	53,087	54,579	56,071	57,563	59,290
	BAILIFF	B-25	2	21.8517	22.5663	23.2809	23.9956	24.7102	25.4248	26.1394	26.8541	27.5687	28.3958
	CHIEF BAILIFF	B-31	2	48,833	50,445	52,057	53,669	55,281	56,893	58,505	60,117	61,728	63,580
	CHIEF BAILIFF	B-31	2	23.3875	24.1595	24.9315	25.7035	26.4755	27.2475	28.0194	28.7914	29.5634	30.4503
	DEPUTY	C-41	2	57,235	59,160	61,086	63,012	64,938	66,864	68,789	70,715	72,641	74,820
	DEPUTY	C-41	2	27.4112	28.3335	29.2558	30.1781	31.1005	32.0228	32.9451	33.8674	34.7897	35.8334
	DEPUTY INVESTIGATOR	C-43	2	63,337	65,490	67,644	69,798	71,951	74,105	76,259	78,413	80,566	82,983
	DEPUTY INVESTIGATOR	C-43	2	30.3336	31.3651	32.3966	33.4280	34.4595	35.4910	36.5225	37.5539	38.5854	39.7430

## MEMORANDUM OF AGREEMENT

**WHEREAS**, the Law Enforcement Labor Services (“Union”) represents the licensed deputies in the Sheriff’s Department in Becker County (Employer); and

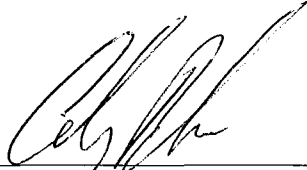
**WHEREAS**, the collective bargaining agreements (CBAs) contain language regarding the Employer’s contribution in 2017 and 2018, and an Employer-Employee 50/50 split of the increase beginning in 2019 and thereafter;

**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;

**NOW, THEREFORE**, the Parties agree as follows:

1. **CBA Language Unchanged.** The provisions of this Memorandum of Agreement shall commence on January 1, 2022, and shall terminated on December 31, 2022. The existing language in the CBAs (§15.2) shall remain unchanged and shall be effective January 1, 2023, and the Employer contribution amount shall revert to the amount under the § 15.2 calculation for 2023, 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. **2022 Health Insurance Increase Split:** For calendar year 2022 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 2022 will be calculated by taking 75% of the single H.S.A. compatible plan premium increase and adding it to the 2021 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. **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: 5-26-22

  
\_\_\_\_\_  
Union Steward


Dated: \_\_\_\_\_

\_\_\_\_\_  
Union Steward

Dated: May 20, 2022

*Keith Terlinden*  
\_\_\_\_\_  
Keith Terlinden  
Union Business Agent

Dated: 5/24/2022

  
\_\_\_\_\_  
Larry Knutson  
Becker County Board Chair

Dated: 5/24/2022

  
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Pat Oman  
Becker County Administrator

RRM: 459672

**MEMORANDUM OF AGREEMENT**

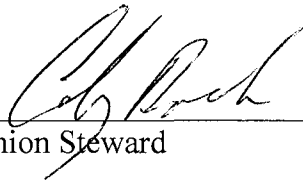
**WHEREAS**, the Law Enforcement Labor Services (“Union”) represents the licensed deputies in the Sheriff’s office of Becker County (Employer); and

**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 will engage the services of an outside consultant to conduct a wage study of a representative sample of Becker County job classes and provide the Employer with predicted pay for the remaining union positions based upon band and grade. The study shall be completed by September 2022, 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.

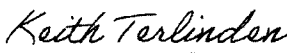
Dated: 5-26-22

  
Union Steward

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Dated: May 20, 2022

  
Keith Terlinden  
Union Business Agent

Dated: \_\_\_\_\_

5/24/2022



\_\_\_\_\_  
Larry Knutson  
Becker County Board Chair

Dated: \_\_\_\_\_

5/24/2022



\_\_\_\_\_  
Pat Oman  
Becker County Administrator

RRM: 459674