

MASTER AGREEMENT

BETWEEN

COUNTY OF BLUE EARTH

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #440

(SHERIFF'S NON-LICENSED ESSENTIAL UNIT)
DISPATCH

January 1, 2022, through December 31, 2023

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ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 This Agreement made between the County of Blue Earth (hereinafter referred to as the Employer) and Law Enforcement Labor Services, Inc., (Local #440)(hereinafter referred to as the Union) as exclusive representative for employees in the Bargaining Unit set forth in Article II for the purpose of compliance with the Public Employment Labor Relations Act of 1971 (Minn. Stat. Chap. 179A) and to integrate the full Agreement between the Employer and the Union as to the wages, hours, working conditions, and terms of employment for such Bargaining Unit employees of the County.
- 1.2 It is the intent and purpose of this Agreement to establish procedures for the resolution of disputes concerning the interpretation and application of this Agreement and to place in written form all terms and conditions of employment for the duration hereof.

ARTICLE 2. RECOGNITION AND DEFINITIONS

- 2.1 All non-licensed essential Dispatchers of the Blue Earth County Sheriff's Office, Mankato, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding licensed essential employees, supervisory, and confidential 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 issues shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The parties recognize that this Agreement is not intended to limit the present or future exercises of discretionary authority vested in the Employer by the statutes of the State of Minnesota.
- 2.4 For the purpose of this Agreement, the following terms shall have the meanings stated:

Union: Law Enforcement Labor Services, Inc., (Local #440), this contract includes the 911 Public Safety Dispatchers covered by the bargaining unit.

Employee: Member of the recognized Bargaining Unit as certified by the Bureau of Mediation Services.

Office: Blue Earth County Sheriff's Office.

Employer: County of Blue Earth.

Days: Except as indicated in the Agreement, all references to days are calendar days.

ARTICLE 3. EMPLOYER SECURITY

- 3.1 The Union agrees that during the life of this Agreement, the Union will not cause, encourage, participate in, or support a strike, slow-down, or other interruption of or interference with the normal function of Employer.
- 3.2 A strike is defined as concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE 4. EMPLOYER AUTHORITY

- 4.1 It is recognized by both parties that, except as expressly stated herein, the Employer shall retain whatever rights and authority necessary to operate and direct the affairs of the Office in all of its various aspects, including, but not limited to, the rights to direct the working forces; to plan, direct, and control all the operations and services of the Office; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to contract, subcontract, sell, merge, or discontinue any function of the Office; to assign overtime; to schedule working hours; to assign and transfer employees; to decide 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 rules and regulations; and to change or eliminate existing methods, equipment, or facilities.
- 4.2 Any term or 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 5. UNION SECURITY

- 5.1 Upon written notice from the Union, the Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues amount as authorized by law. The Union shall not be entitled to collect dues which may have accrued prior to receipt of written notice by the Employer.
- 5.2 The Union may designate employees from the Bargaining Unit to act as a steward and alternate and shall inform the Employer in writing of such choice and changes in the position of steward or alternate within two (2) weeks of signing the contract or any changes in designated personnel.

- 5.3 The Employer shall make space available on the employee bulletin board for posting official Union notices and announcements.
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 5.5 The Union agrees to represent all employees of the Unit without discrimination.
- 5.6 Upon receipt of a properly executed voluntary authorization card from an employee, the County will deduct from the Employee's salary such amounts as the Employee authorizes to pay to the Union.

ARTICLE 6. GRIEVANCE PROCEDURE

6.1 **Definition.** A grievance is a dispute or disagreement as to the application of the specific terms and conditions of this Agreement.

6.2 **Grievance Procedure.** The grievance procedure shall be as follows:

Step 1. An employee who has a grievance shall submit it to the Union. The Union shall within ten (10) days of the event giving rise to the complaint discuss the grievance with the employee's supervisor. If no settlement is reached, the grievance shall proceed to Step 2.

Step 2. The Union shall have ten (10) days after Step 1 denial to submit the grievance to the Sheriff. The written grievance shall contain:

- a. the nature of the grievance and a summary of the facts upon which it is based;
- b. the Agreement provisions relied on or claimed to be violated; and
- c. the remedy or relief requested.

If the grievance is settled, the settlement shall be reduced to writing and signed by the Employer representative and the Union representative. If no settlement is reached within five (5) days of referral, the Employer Step 2 representative shall give his written answer within ten (10) days thereafter. The grievance may then be referred in writing within an additional three (3) days to:

Step 3. County Administrator, or designee. The grievance shall be considered within twenty (20) days after receipt. The Union representative(s), the employee, the Sheriff, and the appropriate Employer representatives may attend the grievance meeting. If settled, it shall be reduced to writing and signed by the Employer and the Union

representatives. If not settled, the Employer shall give its written answer within five (5) working days following the meeting. If not settled, the grievance may be submitted to arbitration.

- 6.3 Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration within fifteen (15) working days. The selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.
- 6.4 Arbitrator's Authority. The arbitrator shall rule only on the issue submitted and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator's decision shall be in writing and furnished within thirty (30) days following the close of any hearing or submission of briefs by the parties. The arbitrator's decision shall be subject to law and regulations having the effect of law. The arbitrator's decision shall be binding upon the parties only insofar as the Public Employment Labor Relations Act of 1971 and laws mandatory thereof require it to be binding.
- 6.5 The fees and expenses of the Arbitrator shall be divided equally between the Employer and the Union. Each party shall be responsible for its own expenses and compensating its own witnesses. The Employer may initiate grievances at Step 3. Discharge grievances may be initiated at Step 3. Time limitations of this Article apply to both parties and may be extended by mutual consent. Unless so extended, time limitations shall be strictly complied with and expiration of the time to appeal the grievance shall be a waiver of the grievance. Failure of the Employer to reply within the time limits at any step shall be deemed denial of the grievance.
- 6.6 Waiver. If a grievance does not comply with any of the procedural requirements in this section, it shall be considered "waived." If a grievance is not appealed in conformance with any of the procedural requirements in this section or any agreed waiver of the requirements thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union at each step. In addition, the Employer and the Union may mutually agree to extend the timelines and mediate the grievance following the Step 3 final answer from the Employer prior to appealing the matter to Step 4.
- 6.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievance 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 6 or a procedure such as: Veterans Preference or County Personnel Board of Appeals. If appealed to any procedure other than Step 4 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which

procedure is to be utilized, Step 4 of Article 6 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 Article 6. Except that 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.

ARTICLE 7. SAVING CLAUSE

7.1 This Agreement is subject to the laws, ordinances, and regulations of the United States, the State of Minnesota, and the Employer. In the event any provisions of this Agreement shall be held contrary to law by a court of final jurisdiction or administrative ruling or is in violation of legislation or administrative regulations, said provisions shall be void and of no effect. All other provisions of this Agreement shall continue in full force and effect. The Union and the Employer will meet as soon as practicable to bargain over alternative provisions to bring the language into compliance.

ARTICLE 8. PROBATION

8.1 All new employees will serve a twelve (12) month probationary period. Said probation may be extended up to six (6) months for a total of eighteen (18) months at the Employer's discretion. A promoted employee shall be granted a six (6) month probationary period.

8.2 During the probationary period, a new employee may be terminated at the sole discretion of Employer without such discharge being a violation of this Agreement and such termination is not a proper subject for Article 6.

8.3 During the probationary period, a promoted employee may be returned to former position at the sole discretion of the Employer.

8.4 Vacation credit shall be earned and may be used during the initial probationary period. No credit shall be paid if the probationary period is not completed.

ARTICLE 9. SENIORITY

9.1 County seniority shall be determined by the employee's length of continuous employment with Blue Earth County. County seniority shall apply to vacation and sick leave accumulation and longevity credit.

9.2 Bargaining Unit seniority shall be determined by the employee's length of continuous service within the Bargaining Unit. (Such seniority shall be retained for six (6) months after promotion out of the Bargaining Unit.)

9.3 Classification seniority shall be determined by the employee's length of continuous employment in a job classification.

ARTICLE 10. DISCIPLINE

10.1 The Employer will discipline employees for just cause only. "Just cause" shall include, but is not limited to, violations of written rules, regulations, policies, and procedures from time to time established by the Sheriff, or as set forth in the Employee Handbook. Discipline will be in one (1) or more of the following forms:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; and/or
- e. discharge.

10.2 Suspension, demotions, or discharges will be in written form.

10.3 Written reprimands, notices of suspensions, and notices of discharge to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. If the employee refuses or fails to read and sign the notice, this shall be duly noted on the form by a union steward. The employee will receive a copy of such reprimand or notices.

10.4 Discharges shall be preceded by five (5) days of suspension without pay.

10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer

10.6 Grievances relating to this Article shall be initiated by the Union in Step 2 in the grievance procedure under Article 6 of this Agreement.

10.7 An employee shall be allowed Union representation at any step of the discipline procedure.

ARTICLE 11. OVERTIME

11.1 Prior to posting for full-time personnel, the employer shall attempt to fill shift vacancies with part-time personnel.

11.2 Employees will be compensated at one and one-half (1 1/2) times the employee's regular base pay rate for hours worked in excess of their regularly scheduled shift with more than twelve (12) hours of notice. Employees will be compensated at two (2) times the

employee's regular base pay rate when ordered to fill shift vacancies with less than twelve (12) hours of notice. Changes of shifts do not qualify an employee for overtime compensation under this Article.

- 11.3 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.5 Employees have the obligation to work overtime or call-backs if directed by the Employer. Call-backs shall require a minimum of three (3) hours compensation. Call-backs are required by the Employer. Employees willing to volunteer to pick up a shift will not qualify for the provisions of Article 11.5.
- 11.6 When an employee is required to make a duty-related court appearance in which a unit of government is party during their off-duty time, they shall be compensated a minimum of four (4) hours at one and one-half (1 1/2) times their regular base pay rate unless they are required by the Court to appear for longer than four (4) hours, in which case they shall be compensated at the regular overtime rate. Employees shall be entitled to four (4) hours pay at the overtime rate when a regularly scheduled court appearance is canceled without twenty-four (24) hours advance notice to the employee. For purposes of interpretation of this paragraph, the term "court appearance" shall mean all time during which the employee's presence is required and all times during which the Court may be in recess during which times the employee is required to remain at or about the Courthouse pursuant to the reconvening of such court provided, however, that such recesses shall not include any normal luncheon recess. Call-back for conferences with prosecutors shall be compensated in accordance with this paragraph.
- Duty-related conferences with prosecutors shall take place, whenever feasible, during duty hours. Such conferences occurring during early report or extended-duty hours shall be compensated at the overtime rate for actual time spent.
- 11.7 Early report or extension of shift does not qualify an employee for call-back compensation.
- 11.8 Amongst employees, overtime will be distributed as equally as practicable, according to the practices developed within the Sheriff's Office. Overtime on holidays shall be offered to members of the bargaining unit first. Overtime refused will be counted as offered.
- 11.9 In lieu of overtime pay, the County shall grant, at the employee's option, compensatory time at the rate of one and a one-half (1 1/2) hours comp time for each hour of overtime worked. Comp time may accrue to a maximum of one hundred twenty (120) hours during the year but may not exceed forty (40) hours on December 31. At the end of the

year, employees have the option to cash out all approved comp time or retain and roll over forty (40) hours and be paid for any comp time over forty (40) hours.

The accrual period shall be from January 1st to December 31st and any unused comp time will be paid out on or about the end of each calendar year. Any unused comp time at termination of employment will be cashed out at the employee's existing rate of pay. The use of comp time shall be subject to prior approval by a supervisor. Comp time will be awarded on a first come, first serve basis at the convenience of the Office.

- 11.10 Dispatchers shall receive time and one-half (1 1/2) regular rate of pay for the sixth workday in a calendar week and double time for the seventh day in a calendar week. For example, if scheduled Monday-Friday, Saturday is the sixth day, and Sunday is the seventh day; if scheduled Saturday through Wednesday, Thursday is the sixth day, and Friday is the seventh day.

ARTICLE 12. WORK SCHEDULE AND HOURS OF WORK

- 12.1 The normal work year for full-time employees is two thousand eighty (2,080) hours to be counted for each employee through:
- a. hours worked on assigned shifts;
 - b. holidays;
 - c. assigned training; and/or
 - d. authorized leave time.
- 12.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of minimum or maximum number of hours the Employer may assign employees.
- 12.3 The standard work week is forty (40) hours (two thousand eighty [2,080] divided by fifty-two [52]) with the understanding that shift assignments are made without reference to the standard seven (7) day period.
- 12.4 The Employer reserves absolute right at its sole discretion to establish or change work schedules and shifts without regard to usual or traditional practices. Shift assignments will be done by seniority on an annual basis and as vacancies occur.
- 12.5 Work schedules showing the employees' shift, workday, and hours shall be maintained by the Employer. Once such work schedules are established and until they are changed by the Employer, such schedules shall be the regular work schedule. The regular work schedule shall not be changed without a one-month (28 day) advance notice unless emergency conditions exist which preclude advance notification.
- 12.6 Employees will be allowed a fifteen- (15-) minute paid break for every four (4) hour work period worked, as long as they are available to work. If the employee leaves the

work area, they must take a portable radio with them so as to be able to respond quickly to any emergency.

- 12.7 Dispatchers shall be scheduled to a forty- (40-) hour work week. Full-time dispatchers shall receive a thirty- (30-) minute paid break and an additional fifteen- (15-) minute break during their scheduled shift. The Employer may require Dispatchers on break to carry a radio and to return to their station when called. The Employer shall establish reasonable restrictions to the distance that the Dispatcher may leave the premises when on break.

ARTICLE 13. VACATION

- 13.1 All regular full-time employees shall earn vacation on the following schedule:

<u>Years</u>	<u>Bi-weekly Accumulation Rate</u>
0 year - 1 year	3.23 hours
1 year - 5 years	3.85 hours
6 years - 9 years	4.77 hours
10 years - 13 years	5.69 hours
14 years - 18 years	6.62 hours
19 years - 24 years	7.54 hours
25 years - over	8.46 hours

- 13.2 Employees may accumulate vacation time up to three hundred twenty (320) hours but no more than two hundred (200) hours may be taken at one (1) time without prior approval of the Employer. On January 1 of each year, the accrual vacation balance of each unit member, if higher, shall be reduced to three hundred and twenty (320) hours. The rate of pay shall be the employee's regular rate of pay. An employee shall not waive vacation for the purpose of collecting double-pay. Part-time employees who are in the bargaining unit shall earn vacation leave on a pro-rated basis.
- 13.3 Excess Vacation Conversion: Employees with fifteen (15) years of continuous service with unused vacation time exceeding the cap in Section 13.2 may have up to forty (40) hours converted to a Health Care Savings Plan (HCSP) contribution in January of the following year. The rate of pay for the contribution will be the rate at December 31 of the year the vacation time was earned.
- 13.4 Vacation time shall be scheduled through seniority bidding. Bidding shall commence following establishment of the annual schedule. The length of vacation bidding by seniority will last fourteen (14) calendar days. After the vacation bidding by seniority is closed, all vacation time requested shall be scheduled based on the order in which the requests were received. The employer has the right to limit the number of employees on vacation at the same time, and all vacations must have prior approval of the Sheriff or designee.

- 13.5 Vacation will not be granted in less than fifteen- (15-) minute increments.
- 13.6 Should an employee contract any illness or injury during their vacation that requires the attention of a physician, which would qualify for sick leave if working, the period thereof may be charged as sick leave and the charge against vacation reduced accordingly provided a physician's certification thereof is furnished. In the event of death in an employee's immediate family which would otherwise qualify as funeral leave, the employee shall be granted funeral leave as provided in this Agreement and the charge against vacation time reduced accordingly.
- 13.7 Employer may require employees to work during their vacation period in the event of emergency and employees shall be compensated at one and one-half times their regular base pay.
- 13.8 Any regular, full-time employee leaving employment with the County shall be compensated for vacation leave accrued to the day of separation at the employee's last full-time pay, provided the following:
- A. Must give at least two (2) weeks' notice in writing of termination of employment.
 - B. Must not be terminated due to misconduct.

If any of these apply, an employee will not be eligible for payment of earned but unused vacation, unless required by state law.

ARTICLE 14. FUNERAL LEAVE

- 14.1 An employee shall be allowed five (5) working days with pay for a death in their immediate family. Immediate family is defined as spouse, child, stepchild, parent, stepparent, sibling, parent-in-law, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandparents-in-law. One (1) working day with pay shall be allowed to attend a funeral of or make funeral arrangements for an aunt, uncle, niece, or nephew of the employee, or a Blue Earth County employee from the same department. In the case of the death of an employee in the same department, funeral leave shall be granted based upon seniority. Any employee selected to be a pallbearer for a deceased County employee shall be allowed one (1) day funeral leave with pay. Upon prior approval and within the sole discretion of the employee's Department Head, one (1) day of funeral leave with pay may also be granted for an employee selected as a pallbearer for any other person, provided, however, that the employer may deny such leave if the use of such leave by the employee has been excessive. Employees may request one additional day of funeral leave for travel. Where such excessive use occurs, the employee may take vacation time or leave without pay. All funeral leave shall be deducted from accumulated sick leave except in those cases where there is insufficient sick leave to allow for funeral leave designated herein; and in such event, the employee shall take leave without pay or vacation at the employee's option.

ARTICLE 15. INSURANCE

- 15.1 Each employee shall receive a twenty-thousand dollar (\$20,000) life insurance policy at no cost to the employee. Each employee, after ten (10) years of continuous service, shall receive a thirty-five thousand dollar (\$35,000.00) life insurance policy at no cost to the employee.
- 15.2 An employee working thirty (30) hours or more per week shall be entitled to receive medical, major medical, and hospitalization insurance. The Employer shall contribute seventy (70) percent of the basic family health insurance cost while employees shall contribute thirty (30) percent. The Employer shall contribute ninety (90) percent of the basic single health insurance cost while the employee shall contribute ten (10) percent. This provision is applicable only for coverage obtained through the insurance plan provided by the Employer. Should another of the Employer-offered insurance plans other than the base plan be selected by the employee, the Employer's contribution rate will be that as calculated for the base plan or otherwise established.
- 15.3 Full-time members of Law Enforcement Labor Services, Inc., (Local #440) (Sheriff's Non-Licensed Essential Unit – Dispatch) are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 and as outlined in the Minnesota Retirement System's Trust and Plans Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's Post Employment Health Care Savings Account.

Employees have agreed to contribute an ongoing percentage of pay as described below:

- All employees with 0 to 5 years of service shall contribute one (1) percent of pay.
- All employees with 6 to 10 years of service shall contribute one and one-half (1.5) percent of pay.
- All employees with 11 to 15 years of service shall contribute two (2) percent of pay.
- All employees with 16 or more years of service shall contribute two and one-half (2.5) percent of pay.
- All employees with 21 to 25 years of service shall contribute three (3) percent of pay.
- All employees with 26 to 30 years of service shall contribute three and one-half (3.5) percent of pay.
- All employees with 31 to 35 years of service shall contribute four (4) percent of pay.
- All employees with 36 to 39 years of service shall contribute four and one-half (4.5) percent of pay.
- All employees with forty (40) or more years of service shall contribute five (5) percent of pay.

Severance pay shall be contributed into a Health Care Savings Plan (HCSP). Severance pay upon termination of employment shall be defined, for purposes of this agreement, as pay for unused sick time as described in article 16.10 of this agreement.

The management of contributed funds into the Post Employment Health Care Savings Plan is the responsibility of the State Board of Investment and/or the investment option provider selected by the employee. The County's only obligation is to deposit accrued benefits as set forth above. The County has no other responsibilities or obligations and no other claims can be or shall be made against the County.

- 15.4 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes, or fines for the Employer.
- 15.5 The Employer shall make contributions to a Health Savings Account (HSA) to an eligible employee who has selected the HDHP. Employees who elect the HDHP – Single shall receive \$1,400 contributed to their HSA. Employees who elect the HDHP – Family shall receive \$2,800 contributed to their HSA. Amounts to Single and Family HSA's will be contributed in twelve (12) equal installments the first pay period of the month.

ARTICLE 16. SICK LEAVE

- 16.1 All employees shall earn sick leave at the rate of eight (8) hours for each full month of service. Part-time employees who are in the Bargaining Unit shall receive sick leave on a prorated basis.
- 16.2 The maximum accumulation of sick leave in the regular sick leave bank shall be nine hundred sixty (960) hours.
- 16.3 When an employee has nine hundred sixty (960) hours accumulated in the regular sick leave bank, they shall accumulate additional leave in the catastrophic leave bank at the rate of four (4) hours for each full month of service.
- 16.4 Sick leave in the catastrophic bank may be utilized for serious illness or injury when the regular sick leave bank has been reduced to forty (40) hours.
- 16.5 Sick Leave Usage.
- A. Sick leave is defined as absence necessitated by inability to perform duties of their position by reason of illness or injury; by necessity of medical, optical, or dental care; or by exposure to contagious disease under circumstances where the

health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance to duty.

B. Sick leave may be used by an employee for their own or a child's actual illness, injury, medical condition, or to attend medical or dental appointments. Sick leave may also be granted to an employee to care for a sick family member due to an illness or injury for such reasonable periods as the employee's attendance with the family member is necessary. The amount of sick leave an employee may use for this expanded group is up to 160 hours of accrued sick time in a twelve- (12-) month period. This limit does not apply to absences due to the sickness or injury of a child. Family member in this expanded category is defined as: spouse, siblings, adult children, parents, grandparents, mother-in-law, father-in-law, grandchild, and stepparents.

C. Family and Medical Leave.

The Family and Medical Leave Act will be administered in accordance with federal rules and regulations and County policy.

D. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and the recovery therefrom are, for all job-related purposes, temporary disabilities and may be treated as any other illness in connection with employment.

16.6 If an employee simultaneously draws sick leave and worker's compensation benefits, the amount of sick leave paid shall be that employee's regular compensation less the amount of worker's compensation received by the employee. In such instances, the employee must retain the worker's compensation payment and the payment of any reduced amount of sick leave per day shall constitute the portion utilized. All benefits, other than retirement contributions, will continue as if the employee was on active employment status.

16.7 Except in emergency situations, employees shall seek approval of sick leave from their supervisors prior to leaving the job for each sick leave absence. If illness occurs while the employee is on vacation, sick leave shall be granted only where illness or injury is certified in writing by the attending physician. In any event, the Employer may require a physician's certificate where the Employer believes sick leave is being abused.

16.8 Sick leave shall not be granted in less than fifteen- (15-) minute increments and must be approved in advance for appointments with opticians, dentists, physicians, or similar practitioners. Whenever possible, appointments should be made at the beginning or end of the workday so as to disrupt work activities as little as possible.

16.9 No sick leave shall be granted to an employee during the first thirty (30) days of their employment, but leave shall accrue from the start of their employment and may be used

after the completion of thirty (30) days' service. Probationary employees without available accrued sick leave may request an unpaid leave of absence for uses as outlined in Article 16.

- 16.10 All regular employees who have fifteen (15) years or more of continuous service in the Sheriff's Department shall receive twenty-five (25) percent of their accrued unused sick leave at their current rate of pay upon retirement, death, disability, or separation in good standing.
- 16.11 Employees may use accrued sick leave for Safety Leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

ARTICLE 17. WAGES

- 17.1 Wages. Wages for the term of this contract will be:

A one dollar and fifty cent (\$1.50) general wage increase effective January 1, 2022; and a one dollar and fifty cent (\$1.50) general wage increase effective January 1, 2023

Step movement of Dispatchers will occur at twelve- (12-) month intervals on the anniversary date of probation completion.

- 17.2 When a dispatch supervisor is not on duty, a Dispatcher will be assigned, based on practice, to the position of lead worker. This employee will assign and direct the work of the other employees on the shift with the assistance of on-call shift supervisors during critical incidents.

Currently the policy assigns the senior Dispatcher on the shift to the lead worker position. For all hours when a Dispatcher is the lead worker on a shift without a dispatch supervisor on duty, a lead worker employee will be paid lead worker pay four dollars (\$4.00).

- 17.3 Dispatchers shall receive ten (10) hours of comp time (straight time) when training for 40 hours. The Employee will have the option of taking the time off or receiving the straight time cash equivalent.
- 17.4 The employer will provide one meal per Dispatcher per eight-hour shift. The meal will be the same meal provided to the prisoners. If the Dispatcher does not take the meal service, or for any reason should a Dispatcher miss the meal service, there will be no cash equivalent or credit for any missed meals.
- 17.5 In the event the employer enters into a contract with any other bargaining unit (excluding contracts mandated by others, such as those with other essential employees) or with non-union and supervisory group whereby cost-of-living increases for 2022, or 2023 exceed the amount agreed upon in Section 18.1, then this Contract shall be

reopened for further negotiations if the cost-of-living increases for the Non-Licensed Essential Unit in 2022 or 2023 are less than the cost-of-living increases in such other contracts.

- 17.6 A sixty cent (\$0.60)-per-hour shift differential will be provided. The shift differential will apply to all hours worked between 1700 and 0700.
- 17.7 Employees will receive eight hours of paid time off for Christmas Eve which must be used between January 1 and December 31 of the calendar year. Part-time employees who are in the bargaining unit shall receive Christmas Eve pay on a pro-rated basis.

ARTICLE 18. HOLIDAYS

- 18.1 All employees in each contract year shall be permitted ten (10) working days off with pay in lieu of holidays. Holiday hours will not be granted in less than fifteen- (15-) minute increments.
- 18.2 Use of holiday leave shall be restricted each year to not more than five (5) days (forty [40] hours) during the period from January 1 to July 15 and not more than five (5) days (forty [40] hours) during the period from July 15 to December 31. Each employee may select the day they will take off, with prior approval of Employer, provided, however, that Employer may deny such request if in its sole discretion and judgment the workload and scheduling of the department would not permit the time off requested.
- 18.3 Unused accumulated holiday hours at the end of the calendar year shall be paid to employees at straight-time rates. Payment shall be for 80 hours minus holiday hours used during the year.
- 18.4 In the event of termination of employment, employees shall be considered to have earned one (1) holiday each calendar month except for the months of January and July. Unearned holiday leave previously taken shall be deducted from the employee's final check.
- 18.5 In addition to the above leave, employees who work a regular shift on New Year's Day (January 1), Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day (July 4), Labor Day, Veterans Day (November 11), Thanksgiving Day, Friday after Thanksgiving Day, or Christmas Day (December 25) shall receive double time (2 times) pay for the hours worked.

ARTICLE 19. LEAVES OF ABSENCE

- 19.1 Any employee upon satisfactory completion of the probationary period shall be eligible for authorized leave as follows:

Military Leave. Any regular employee who is a member of a reserved force of the United States of this state and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state which would prevent the employee from performing their regular work shall be granted a leave with pay upon request not to exceed fifteen (15) calendar days, provided, however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request.

Notice shall be given the Employer at least five (5) working days after the receipt of said orders and not less than twenty-four (24) hours prior to the date of leave, except that when said orders are received at a time which would make compliance with this provision impossible, the employee shall give notice at the earliest practical time.

Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to applicable law.

- 19.2 Employees required to serve on a jury may receive a pay of absence. Employee compensation for jury duty shall be equal to the difference between the compensation received for such duty and the employee's regular pay.

- 19.3 Education Leave. The Employer shall reimburse any full-time, permanent employee the tuition cost for any successfully completed, approved, directly job-related class in any college, vocational school, or correspondence school curriculum. Prior written approval of the course must be given by the Employer. Successful completion means the employee receives a mark or score which the college or school classifies as passing. Special fees, activity fees, book fees, and the cost of supplies will not be reimbursed by the Employer. No more than six (6) credit hours or two (2) courses will be approved at any one time. The Employer will make every effort to arrange work schedules around class schedules where this will cause no disruption of service; however, employees are required to take courses outside of their work schedule whenever they are offered. All work schedule adjustments shall be reported to the Employer.

In addition, Employer shall pay for out-of-town mileage, meals, lodging, and all costs of tuition and books for any course of study an employee may be directed or assigned to attend by Employer.

- 19.4 Unpaid Leave of Absence. Leaves of absence without pay for reasonable periods of time, not to exceed one (1) year, will be granted to all employees who have successfully completed probation without loss of seniority for physical or mental illness.

Leaves of absence shall be granted one (1) employee at a time and only on the condition that in the Employer's judgment such leave will not reduce the quality or level of service to the public.

Requests for unpaid leaves of absence will be made in writing and will include the following information:

1. reason for requesting the leave;
2. date the leave of absence would commence; and
3. date of return to work.

Such requests must be made at least thirty (30) days prior to the date the leave would commence. This disposition of such requests shall be at the sole discretion of the Employer. An employee failing to return to duty upon the designated date to return to work shall be considered to have resigned. Unpaid leaves of absence may be extended by the Employer based upon a written request for an extension from the employee.

19.5 Nothing in this Article shall be construed as limiting the right of the Employer to grant leaves of absence which, in the opinion of the Employer, will benefit the Employer or the employee.

19.6 An unpaid parental/adoption leave of absence may be granted to the natural or adoptive parent who requests such a 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 six (6) months, provided that such leave may be extended for up to the maximum of one (1) year by mutual consent of the employer and the employee. The employer's policy for unpaid parental/adoption leave shall be consistently and uniformly applied among employees in similar situations and shall be in conformance with all federal and state laws.

ARTICLE 20. LAYOFF AND RECALL

20.1 A reduction in the work force shall be accomplished on the basis of inverse classification seniority, provided all probationary and temporary employees in the classification are laid off first. An employee may bump into a previously held lower classification on the basis of Unit seniority, provided they are qualified to perform all the duties of the lower classification. When an employee bumps into a lower classification to avoid a layoff, their new salary shall be the lesser of their present salary or the maximum rate for the new classification.

20.2 An employee who is laid off retains rights for one (1) year. Employees shall be recalled in the inverse order of lay off.

20.3 Notice of recall shall be sent to the employee's last known address by certified or registered mail. If an employee fails to report to work as directed within fourteen (14) days of the mailing of the notice, the employee shall be deemed to have resigned. It is the employee's obligation to maintain a current address and telephone number with the Employer during a layoff.

ARTICLE 21. NON-DISCRIMINATION

21.1 The Employer and the Union agree not to discriminate in accord with the law. Matters of discrimination shall be referred to appropriate state or federal agencies.

ARTICLE 22. WAIVER OF BARGAINING

22.1 During the life of this Agreement, the Employer and the Union voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any other matter, unless done by mutual consent of the Employer and the individual Bargaining Unit involved.

ARTICLE 23. DURATION

23.1 This agreement between the County of Blue Earth and the Union shall be effective as of the 1st day of January 2022 and shall remain in full force and effect until the 31st day of December 2023.

LAW ENFORCEMENT LABOR SERVICES, INC.



BUSINESS AGENT

Dated: 12-07-2021



STEWARD

Dated: 12-7-2021



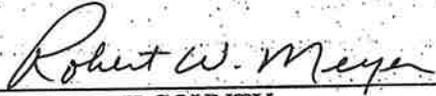
STEWARD

Dated: 12-07-2021



BLUE EARTH COUNTY

Dated: 12-21-21



BLUE EARTH COUNTY

Dated: 12-21-21

EXHIBIT A PAY PLAN

BLUE EARTH COUNTY - SALARY SCHEDULE

Report #:
PR210

Effective Date: 1/1/2022

Bargaining Unit: TD - Dispatch

	1	2	3	4	5	6	7	8	9	10	11	12
B32	23.38	24.03	24.75	25.39	26.13	26.90	27.65	28.39	29.20	30.07	30.89	31.78
B31	22.30	22.91	23.54	24.20	24.92	25.59	26.32	27.07	27.82	28.62	29.42	30.27
B23	21.12	21.70	22.29	22.93	23.55	24.21	24.93	25.63	26.36	27.09	27.87	28.67
B22	20.47	21.04	21.60	22.18	22.84	23.45	24.14	24.82	25.49	26.19	26.94	27.69
B21	18.88	19.41	20.02	20.53	21.12	21.72	22.29	22.93	23.56	24.26	24.93	25.63

Effective Date: 1/1/2023

Bargaining Unit: TD - Dispatch

	1	2	3	4	5	6	7	8	9	10	11	12
B32	24.88	25.53	26.25	26.89	27.63	28.40	29.15	29.89	30.70	31.57	32.39	33.28
B31	23.80	24.41	25.04	25.70	26.42	27.09	27.82	28.57	29.32	30.12	30.92	31.77
B23	22.62	23.20	23.79	24.43	25.05	25.71	26.43	27.13	27.86	28.59	29.37	30.17
B22	21.97	22.54	23.10	23.68	24.34	24.95	25.64	26.32	26.99	27.69	28.44	29.19
B21	20.38	20.91	21.52	22.03	22.62	23.22	23.79	24.43	25.06	25.76	26.43	27.13

Additional MOU'S

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Law Enforcement Labor Relations Services, Inc. Sheriff's Non-Licensed Essential Unit (Dispatch) (hereafter "Union") and Blue Earth County (hereafter "County").

WHEREAS, the Union and the County are parties to a collective bargaining agreement in effect from January 1, 2022, to December 31, 2023; and

WHEREAS, the parties' collective bargaining agreement includes a \$4.00 per hour lead worker pay as listed in Article 17.2 and a \$0.60 per hour shift differential as listed in Article 17.6; and

WHEREAS, the 24/7/365 nature of operations and minimum staffing requirements create unique attraction and scheduling challenges; and

WHEREAS, the County has an interest in addressing the unique attraction and scheduling challenges related to LELS Dispatchers; subject to the terms therein; and

NOW, THEREFORE, the parties have agreed as follows:

1. Effective on the 1st day of the first full pay period following adoption of this Memorandum of Agreement:
 - a. Article 17.2: The lead worker pay shall increase to \$5.00 per hour. Effective January 1, 2023, lead worker pay shall increase to \$5.50 per hour.
 - b. Article 17.6: The shift differential shall increase to \$.75 per hour for all hours worked between 1700 and 0700. Effective January 1, 2023, shift differential shall increase to \$.95 per hour for all hours worked between 1700 and 0700.
2. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.
3. This Memorandum of Agreement will expire on December 31, 2023.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 3rd day of May 2022.

BLUE EARTH COUNTY

LAW ENFORCEMENT LABOR
RELATIONS SERVICES, INC.
SHERIFF'S NON-LICENSED
ESSENTIAL UNIT (DISPATCH)



