

MASTER AGREEMENT

BETWEEN

COUNTY OF BLUE EARTH

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

(SHERIFF'S DEPUTIES UNIT)

January 1, 2022, through December 31, 2024

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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. (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 Employer recognizes the Union as the exclusive representative under Minn. Stat. §179A.03, Subd. 8, for all essential employees of the Blue Earth County Sheriff's Department, Mankato, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than one hundred (100) workdays per year, excluding 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.

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

Department: Blue Earth County Sheriff's Department.

Employer: County of Blue Earth.

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 Department 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 Department; 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 Department; 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 or fair-share amount authorized by law. The Union shall not be entitled to collect dues or fair-share amounts 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 It is agreed that the Employer's obligation to provide for dues deduction and/or fair-share fee assessment shall continue only for the period of time that such deductions and/or assessment are non-negotiable and required by PELRA.

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 Arbitration. A grievance unresolved in Step 3 shall be submitted within fifteen (15) working days after the final determination under Steps 2 and 3 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. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.
- 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 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 VI or a procedure such as: Veterans Preference or County Personnel Board of Appeals. If appealed to any procedure other than Step 4 of Article VI, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VI. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VI 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 VI. 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 to be 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 voided. All other provisions of this Agreement shall continue in full force and effect.

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 or promoted employee may be terminated or returned to former position at the sole discretion of Employer.
- 8.3 A new employee shall earn vacation and sick leave from the date of hire; however, sick leave credits shall not be used until the employee has completed the first six (6) month period. No vacation or sick leave shall be due an employee who fails to complete the probationary period.

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 County Personnel Rules. 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 will become part of the personnel file. The employee will receive a copy of all 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 VI of this Agreement.
- 10.7 An employee shall be allowed Union representation at any step of the discipline procedure.

ARTICLE 11. OVERTIME

- 11.1 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. Changes of shifts do not qualify an employee for overtime compensation under this Article.
- 11.2 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.4 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.
- 11.5 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.

11.6 Early report or extension of shift does not qualify an employee for call-back compensation.

11.7 On-call hours will be paid at one-half (1/2) the regular rate. On-call is defined as required to be available to answer calls for the dispatch and report for duty.

Call-backs will be treated in accordance with the provisions of 11.4 above.

11.8 Amongst employees, overtime will be distributed as equally as practicable, according to the practices developed within the Sheriff's Department. Overtime refused will be counted as offered.

ARTICLE 12. WORK SCHEDULE AND HOURS OF WORK

12.1 The normal work year 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 the absolute right at its sole discretion to establish work schedules without regard to usual or traditional practices.

- 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 half shift 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 The Employer will compensate the Canine Handler two (2) hours of compensatory time (as defined in FLSA) per week for care and maintenance of the Canine. Any training requirements for the Canine will be conducted during the Canine Handler's regularly scheduled work hours. Any hours required for certification or dog trials related to the Canine Unit that are outside the Canine Handler's regularly scheduled hours will be used as a replacement to his/her regularly scheduled hours.

Call backs outside the Canine Handler's regularly scheduled hours will be compensated at the appropriate overtime rate in this agreement. For the purposes of a Canine call back, there will be no minimum time. The Canine Handler will be paid for actual time worked on the call back.

The Employer will provide for the Canine's medical care, food, and equipment. This is to include properly outfitting a vehicle for the Canine Handler to use in the line of duty.

ARTICLE 13. VACATION

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

Years	Bi-weekly Accumulation Rate
0 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 twenty-five (25) days, 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 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.

- 13.3 Vacation time shall be scheduled within 28 days of the official schedule being posted by administration by seniority bidding with preference for vacation time being granted on the basis of seniority. After 28 days from the time of the official schedule as posted has elapsed, vacation time requests shall be scheduled on the basis of the order in which the requests were received. Early requests shall have preference over later requests. Employees will be notified within fourteen (14) days of their request whether vacation shall be granted. The Employer has the right to limit the number of employees on vacation at the same time, and all vacations must have the prior approval of the Sheriff, or designee.
- 13.4 Vacation will not be granted in less than one (1) hour increments.
- 13.5 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 Contract and the charge against vacation time reduced accordingly.
- 13.6 Employer may request employees to work during their vacation period in the event of emergency provided the employee is given future time off at employee's option.
- 13.7 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 gross misconduct supported by just cause.

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

13.8 Employees with thirteen (13) years of continuous service with unused vacation time exceeding the cap as set out in Article 13.2 shall 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.

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, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents. One (1) working day with

pay shall be allowed to attend a funeral of or make funeral arrangements for a, great grandparent, aunt, uncle, niece, or nephew of the employee or a Blue Earth County employee from the same department. 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. 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. After ten (10) years of continuous service, an employee 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 will contribute seventy (70) percent of the basic family health insurance cost while the employee shall contribute thirty (30) percent. The Employer shall contribute ninety (90) percent of the basic single health insurance cost while employees 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 The employer agrees to participate in the Post Employment Health Plan (PEHP) for Collectively-Bargained Public Employees (PLAN) in accordance with the terms and conditions of the plan's participation agreement. Parties hereto designate Nationwide Retirement Solutions to act as Plan Administrator for the Plan or its successors appointed in accordance with the Plan and Trust documents. The employer agrees to contribute to the Plan on behalf of the following category of employees: patrol officers (deputies).

For the term of the agreement, the employer shall contribute one and one-quarter (1.25%) percent of each employee's gross monthly wage per month for each eligible employee. Employees shall contribute according to the following schedule: for employees with 0-5 years of service, 1 (one) percent of each employee's gross wage per month; for employees with 5-10 years of service, 1.5 (one and one-half) percent of each employee's gross wage per month; and for employees with 11+ years of service (2) two percent of each employee's gross wage per month.

Upon termination of employment, those eligible employees, as defined by Section 16.10 of this agreement, shall have 100 percent of that portion of the employee's accumulated sick leave that would have otherwise been paid to the eligible employee had the employer not participated in the plan, shall be contributed to the participant's health insurance premium reimbursement subaccount at 100 percent of its current value.

- 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 annually. Family member in this expanded category is defined as: spouse, siblings, adult children, parents, mother-in-law, father-in-law, grandchildren, grandparents, 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.
(<http://bechome/Admin/images/FMLAPamphlet.pdf>)

- 16.6 For employees receiving benefits under the Worker's Compensation law, the employer will pay the difference between the employee's base pay and Worker's Compensation for a period not to exceed the forty-five (45) working day period. After forty-five (45) working days have elapsed, the employee may utilize sick, vacation, compensatory, or holiday time for the difference between Worker's Compensation pay received and the employee's base pay. All benefits 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 one (1) hour 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 six (6) months of their employment, but leave shall accrue from the start of their employment and may be used after the completion of six (6) months' service.
- 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.

ARTICLE 17. UNIFORMS

- 17.1 The Employer shall provide and repair all uniforms and equipment required by the Employer to be worn by employees during the course of employment. Employer shall also reimburse for all dry cleaning of uniforms upon being provided with paid receipts therefore monthly. The Employer shall provide an additional annual payment of \$300

to the employee for care of uniform over and above repair and dry cleaning. The payment will be made on the first full pay period following January 1.

ARTICLE 18. WAGES/LONGEVITY

18.1 Wages. Wages for the term of this contract will be:

Effective January 1, 2022, employees shall receive a one-dollar and fifty cents (\$1.50) wage increase.

Wage Reopener – General Wage Adjustments. Either party, by a notice in writing no sooner than September 1, 2022, and no later than October 30, 2022, may reopen Article 18 (Wages/Longevity) only. The parties must meet promptly to engage in good faith negotiations regarding such reopener. Any changes to the provisions of Article 18 agreed to by the parties during the reopener shall become effective as of January 1, 2023.

During any “opener” contemplated under this provision, only Article 18 (Wages/Longevity) shall be open, and all other provisions shall remain in full force and effect.

New hires would generally start at Step 1 of the new salary schedule. Step movement for new hires will occur at twelve (12)-month intervals on the anniversary date of their employment.

18.2 In addition to base pay, employees shall receive monthly longevity pay in accordance with the following schedule:

- After 5 years of service \$12.50
- After 10 years of service \$25.00
- After 15 years of service \$37.50
- After 20 years of service \$50.00

No employee hired after September 1, 1995, shall be entitled to longevity pay.

18.3 Whenever an employee takes a leave of absence without pay, only that time which they have listed on the payroll for full-time monthly employment will be considered for longevity purposes.

18.4 When a ranking officer in the Blue Earth County Sheriff’s Department is not on duty, a peace officer will be assigned in the enforcement division, 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 Deputy on the shift to the lead worker position. For all hours when a Deputy is the lead worker on a shift without a supervisor on duty, this hourly lead worker wage shall be:

- Effective January 1, 2022: \$5.00, per hour.
- Effective January 1, 2023: \$5.50 per hour.
- Effective January 1, 2024: \$6.00 per hour.

- 18.5 The County will pay the cost of each Deputy's P.O.S.T. license.
- 18.6 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 the non-union and supervisory group whereby cost-of-living increases for 2019 through 2021 exceed the amount agreed upon in Section 18.1 of this Agreement, then this Agreement shall be reopened for further negotiations of the cost-of-living increase for the Deputies bargaining unit.
- 18.7 Employees will receive one day of paid time off for Christmas Eve.
- 18.8 Field Training Officer: Deputies 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 equivalent.
- 18.9 For 2022, a seventy-five cents (\$0.75) per-hour shift differential will be provided. For 2023, a ninety-five cents (\$0.95) per-hour shift differential will be provided. For 2024, a one dollar and fifteen cents (\$1.15) per-hour shift differential will be provided. The shift differential will apply to all hours worked between 1700 and 0700.

ARTICLE 19. HOLIDAYS

- 19.1 All employees in each contract year shall be permitted ten (10) working days plus four hours off with pay in lieu of holidays. Holiday hours will not be granted in less than one (1) hour increments.
- 19.2 Use of holiday leave shall be restricted each year to not more than five (5) days (forty-two (42) hours) during the period from January 1 to July 15 and not more than five (5) days (forty-two (42) 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.
- 19.3 Unused accumulated holiday hours at the end of the calendar year shall be paid to employees at straight-time rates. Payment shall be for 84 hours minus holiday hours used during the year.

19.4 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.

19.5 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, Columbus Day (observed day), Veterans Day (November 11), Thanksgiving Day, or Christmas Day (December 25) shall receive double time (2 times) pay for the hours worked.

Juneteenth will be considered a holiday under Article 19 upon enactment of a law by the State of Minnesota recognizing it as a state holiday. A Memorandum of Understanding (MOU) will be enacted to clarify language in Articles 19.1 through 19.5 at that time.

ARTICLE 20. LEAVES OF ABSENCE

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

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 Any currently licensed employee who fails the proper maintenance of the license shall be placed on an involuntary unpaid leave of absence not to exceed six (6) months. Should an employee fail to complete licensure requirements within that six (6) month period, they shall be immediately discharged.

20.7 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 21. LAYOFF AND RECALL

- 21.1 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.
- 21.2 An employee who is laid off retains rights for one (1) year. Employees shall be recalled in the inverse order of lay off.
- 21.3 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 22. NON-DISCRIMINATION

- 22.1 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 23. WAIVER OF BARGAINING

- 23.1 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 24. LIGHT DUTY

- 24.1 When an employee, due to illness or injury, is out of work for at least one (1) month and the employee who is expected to return to work has exhausted their sick leave balances (vacation, sick leave, comp time), the Sheriff may assign such employee to a light-duty

position for a reasonable period of time provided such a position is then available and the employee is qualified to perform the duties of the position.

Prior to an employee being assigned under this provision, they shall first provide to the employer a "Return to Work" slip from their personal physician and then be examined by the County physician who will: (1) determine if the person is medically fit to perform a light-duty job; and (2) advise the Sheriff in writing of any limitations, such as lifting, bending, or sitting. It shall be the employee's responsibility to abide by any restrictions set forth.

It shall be understood that implementation of this policy is at the discretion of the Sheriff and that employees who are absent from work due to a work-related injury (worker's comp) shall have the first priority in filling any light-duty positions that may currently be available. This policy shall not be precedent-setting or grievable.

ARTICLE 25. DURATION

- 25.1 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 2024.

LAW ENFORCEMENT LABOR SERVICES, INC.



LELS

Dated: 04/14/2022



LELS

Dated: 4/14/2022



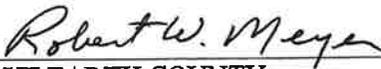
LELS

Dated: 4/14/2022



BLUE EARTH COUNTY

Dated: 04/19/2022



BLUE EARTH COUNTY

Dated: 04/19/2022

SALARY SCHEDULE

BLUE EARTH COUNTY - SALARY SCHEDULE

Report #: PR210
Version: 11/4/13

Effective Date:
1/1/2022

Bargaining Unit: DS
Deputies

\$1.50

	1	2	3	4	5	6	7	8	9	10	11	12
C43	30.25	31.12	32.01	32.92	33.91	34.85	35.90	36.87	37.97	38.97	40.09	41.26
C42	27.72	28.52	29.29	30.14	30.95	31.87	32.79	33.74	34.67	35.67	36.72	37.77