

AGREEMENT

between

COUNTY OF BROWN

and

LAW ENFORCEMENT LABOR SERVICES, INC.

for

(LOCAL NO. 94)

January 1, 2023 through December 31, 2025

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ARTICLE 1. PURPOSE OF AGREEMENT.

- 1.1 This Agreement is entered into by and between Brown County, State of Minnesota, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., (Local #94) hereinafter referred to as the Union. It is the intent and purpose of this Agreement to:
 - 1.1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
 - 1.1.2 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 Law Enforcement Labor Services, Inc., (Local #94), Brown County, Minnesota as the Exclusive Representative of a unit composed of all essential licensed Employees of the Sheriff's Office whose employment service exceeds fourteen (14) hours per week, or more than thirty-five percent (35%) of the work week, or more than sixty-seven (67) work days per year, excluding supervisory and confidential Employees.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., (Local #94).
- 3.2 UNION MEMBER: A member of LELS (Local #94).
- 3.3 EMPLOYEE: Any essential member of the exclusively represented bargaining unit as determined by Bureau of Mediation Services certification.
- 3.4 SHERIFF'S OFFICE: Brown County Sheriff's Office.
- 3.5 REGULAR EMPLOYEE: An Employee who has satisfactorily completed the twelve (12) month initial employment period.
- 3.6 INITIAL EMPLOYMENT PERIOD EMPLOYEE: An Employee who has not completed the twelve (12) month initial employment period.
- 3.7 EMPLOYER: Brown County or its designated representative.
- 3.8 UNION OFFICER: A duly elected or appointed officer of LELS (Local #94).
- 3.9 UNION REPRESENTATIVE: A duly elected or appointed representative of LELS (Local #94).

ARTICLE 4. MANAGEMENT RIGHTS.

- 4.1 It is recognized that, except as expressly stated herein, the Sheriff shall retain whatever rights and authority that are necessary to operate and direct the affairs of the Sheriff's Office in all of its aspects, including, but not limited to: to adopt and enforce reasonable rules for the operation of the Sheriff's Office; to direct the working forces; to plan, direct, and control all the operations and services of the Sheriff's Office; to determine the methods, means, organization, and number of personnel by which such operations are to be conducted; to change or eliminate existing methods, equipment or facilities; to assign and transfer Employees; to schedule working hours and to assign overtime; to hire and promote personnel pursuant to Brown County's personnel policy; and to promote, demote, suspend, discipline, discharge, or relieve Employees due to lack of work or other legitimate reasons provided that any action to demote, suspend, discipline, discharge, or relieve a regular Employee except for lack of work shall be based on written rules of the Sheriff's Office or Brown County's personnel policy and that a regular Employee who is demoted, suspended, disciplined, discharged, or relieved shall have the right to invoke grievance procedures set forth in Article 7 on the grounds that the action was arbitrary, capricious, oppressive, or was not supported by facts.

ARTICLE 5. UNION SECURITY.

- 5.1 The Employer agrees to cooperate with the Union in the deduction of regular monthly dues, for those Employees who request in writing to have regular monthly Union dues checked off by payroll deduction. The Employer agrees to remit such regular monthly dues in a manner to be prescribed by the Union.
- 5.2 The Union agrees to indemnify and hold the Employer harmless against any and all of 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 Article 6.1.
- 5.3 The Employer agrees not to enter into any additional agreements with Employees, individually or collectively, concerning any terms or conditions of employment. Nothing in this paragraph should be construed to limit the responsibility of the Employer and Union to mutually bargain.
- 5.4 The Union may designate members to act as stewards or officers and shall inform the Employer of such choice and of any change in stewards or officers in writing.
- 5.5 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the Sheriff's Office.
- 5.6 The Employer agrees to electronically post all promotional opportunities within the Sheriff's

Office; to publish the method by which promotions shall be made within the Sheriff's Office; and to make electronic copies of all work rules and regulations available to Employees.

ARTICLE 6. GRIEVANCE PROCEDURE.

6.1 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.

6.2 UNION REPRESENTATIVES.

The Employer will recognize representatives designated by the Union as the grievance representatives 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 Representatives and of their successors when so designated.

6.3 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 or the 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 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 programs of the Employer.

6.4 PROCEDURE.

Grievances, as defined by Section A above, shall be received in conformance with the following procedure:

STEP 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Sheriff. The Sheriff will discuss and give an answer to such Step I grievance within fifteen (15) calendar days after receipt. A grievance not resolved in Step 1 and appealed in 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 shall be appealed to Step 2 by the Union within fifteen (15) calendar days, or it shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator. The County Administrator shall give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days, or it

shall be considered waived.

- STEP 3. If appealed, the written grievance shall be presented by the Union and discussed with the County Board. The County Board shall give the Union the Employer's answer in writing within fifteen (15) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the County Board's final answer in Step 3. Any grievance not appealed in writing to Step 4 within fifteen (15) calendar days shall be considered waived.
- STEP 3A. If the grievance is not resolved at Step 3 of the grievance procedure, the Union may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 4 of the grievance procedure.
- 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.

6.5 ARBITRATOR'S AUTHORITY.

- 6.5.1 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.
- 6.5.2 The arbitrator shall be without power to make decisions contrary to, 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.
- 6.5.3 The fees and expenses for the arbitrator's services and proceedings shall be shared 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.

6.6 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 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.

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 satisfactorily completed the required initial employment period, the grievance may be appealed either to Step 4 of Article 7.4 or a procedure such as: Veteran’s Preference, or Human Rights. If appealed to any procedure other than Step 4 of Article 7.4, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7.4. The aggrieved Employee shall indicate in writing which procedure is to be utilized – Step 4 of Article 7.4 or another appeal procedure —and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved Employee from making an additional appeal through Step 4 of Article 7.4. An Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. *An Employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this agreement.* If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 7. DISCIPLINE AND DISCHARGE.

7.1 Employees shall be disciplined or discharged only for just cause. Disciplinary action may take any of the following forms in no particular sequence:

- a. Oral warning;
- b. Written warning;
- c. Suspension;
- d. Discharge.

7.2 The Employer shall not question the Employee during an investigation that will lead to disciplinary action unless the Employee has been given the opportunity to have a representative of the Union present at such questioning.

7.3 A written record of all disciplinary actions, including oral warnings, shall be entered into the Employee’s personnel file. All disciplinary entries in the personnel file shall state the corrective action expected of the Employee. Each Employee shall receive a copy of all

evaluation and disciplinary entries into the personnel file and shall be entitled to have the Employee's written response therein.

- 7.4 Grievances relating to this Article may be initiated, by the Union, at Step 3 of the Grievance Procedure.

ARTICLE 8. JOB SAFETY.

- 8.1 It shall be the policy of the Employer that the safety of Employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.
- 8.2 It shall also be the responsibility of all Employees to cooperate in programs to promote safety to themselves and the public and to comply with the rules promulgated to insure safety. This Employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

ARTICLE 9. WORK WEEK.

- 9.1 The normal work day will be eight (8) hours. Deputy Sheriffs' may work an eight, nine, or ten hour work shift if approved by the Sheriff, at the Sheriff's sole discretion.
- 9.2 The normal work week shall be an average of forty (40) hours each week when calculated over the customary four week work assignment schedule period.
- 9.3 Hours worked in excess of an employee's regularly scheduled shift duration or in excess of one-hundred-sixty (160) hours in a four (4) week work assignment schedule period shall be compensated at the rate of one and one-half (1½) times the Employee's base pay.
- 9.4 Off duty call backs for such matters as court appearances or other police activities, including special meetings for Sheriff's Office Employees, shall be considered overtime and compensable at overtime rates. Each call back shall be for a minimum of three (3) hours at one and one-half (1½) times the Employee's regular rate of pay. The minimum compensation for attendance at quarterly staff meetings will be two (2) hours at time and one-half (½).
- 9.5 Standby (on call) time shall be paid at the rate of five dollars (\$5.00) per hour until the Employee is called back to duty; then the Employee shall be compensated as provided in Article 10.4.
- 9.6 An Employee shall be allowed not less than fifteen (15) minutes in the first four (4) hours of their shift and not less than fifteen (15) minutes in the second four (4) hours of their shift for a rest period or coffee break
- 9.7 In those instances where an Employee is required to transport a prisoner, mental patient, or

inebriated patient while not in an official uniform of the Brown County Sheriff's Office, the Sheriff shall select the Employee to do the transporting and the Employee will provide their own non-uniformed clothing while performing the duty. In the event that the Employee is required to return home to change clothing in such a circumstance, the Employee shall be paid for all time while in transit for the purpose of changing their clothing. In the event that the Employee is called at home and requested to report to duty in plain clothes for this purpose, the Employee shall be paid the applicable hourly rate from the time of the call.

ARTICLE 10. VACATIONS.

10.1 Regular Employees shall be eligible for an annual paid vacation at the regular rate of pay pursuant to the following schedule:

<u>Years Completed</u>	<u>Hours Per Year</u>
Less than 5 years	101.66
5 yrs. but less than 10 yrs.	130
10 yrs. but less than 15 yrs.	157.30
15 years but less than 20 yrs.	185.38
20 years or more	201.50

FT and PT employees accrue vacation time prorated on a per pay period basis.

- 10.2 Employees in their initial employment period accrue but are not eligible to use vacation leave during the initial employment period. Upon successful completion of the initial employment period vacation leave may be taken as earned from and after the date of employment.
- 10.3 An Employee may accumulate accrued vacation leave not to exceed a maximum of 200 hours.
- 10.4 Any Employee with more than twelve (12) months of service who leaves the employment of the County in good standing, retirement, or death, shall be paid for unused vacation time which has accrued. In computing pay, or entitlement, the length of service shall be based on the employment date the Employee commenced employment with the County.
- 10.5 Vacation time shall be granted only after approval of the Sheriff. Employees must submit their vacation requests in writing to the Sheriff. Vacation leave shall not be waived for purposes of receiving double pay.
- 10.6 Eligibility for vacations shall be governed by the Employee's classification seniority.

ARTICLE 11. HOLIDAYS.

11.1 A regular Employee who works any of the paid holidays listed below shall be paid at time and one-half (1½) the Employee’s regular rate of pay, in addition to another day off with pay. The Employee may, at the Employee’s option, take one and one-half (1½) days holiday “time” in lieu of overtime pay. The Employee’s option may be used to accumulate up to and including a bank of no more than seven hundred (700) hours. A Deputy Sheriff who works any of the paid holidays listed below shall be paid holiday pay at the time and one-half (1½) the regular rate of pay in addition to another eight (8) hours off with pay and may have the option to accumulate thirteen and one-half (13 ½) hours holiday time in lieu of overtime pay, only if nine (9) hours are worked. When ten (10) hours are worked, a Deputy Sheriff may, at their option, accumulate fifteen (15) hours holiday time in lieu of overtime pay.

New Year’s Day	Veteran’s Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve (afternoon)
Labor Day	Christmas Day
President’s Day	Martin Luther King Day
(3rd Monday in February)	(3rd Monday in January)

The Deputy Sheriff’s additional holiday compensation may accumulate up to a bank of no more than seven hundred (700) hours.

11.2 Should a paid holiday occur during a regular Employee’s scheduled day off the Employee shall be allowed another day off with pay, or, at their option, shall be paid an extra day’s pay. Should a paid holiday occur when a Employee is not scheduled to work the Employee shall be allowed another eight hours off with pay, or, at the Employee’s option, shall be paid an extra eight hours pay.

ARTICLE 12. LEAVES.

12.1 SICK LEAVE:

Regular Employees shall be eligible for sick leave at their regular rate of pay.

12.1.1 Regular and training phase full time Employees accrue sick leave at a rate of eight (8) hours for each month of service. Accrued sick leave may be used for illness, injury, medical or dental appointments, immediate family illness in accordance with Minn. Stat. 181.9413 or because of exposure to contagious disease where the health of other Employees might be endangered by reporting to work. Leaves of absence covered by the Family and Medical Leave Act will be handled in accordance with the County FMLA policy. Employees must notify the department head when the work shift begins if unable to report for work. Sick leave will be accumulated up to an unlimited total. An Employee’s sick records will be the responsibility of the payroll office. The Sheriff may ask for a doctor’s certificate verifying illness, when an

Employee requests sick leave. When all of an Employee's sick leave and weekly indemnity insurance benefits are exhausted, and an Employee is unable to return to work, the matter shall be referred to the County Board.

Upon retirement, death or disability or voluntary termination after 5 years of employment, and Employee or Employee's estate shall be paid 5% of the unused sick leave based on the current rate of pay, after 10 years of employment, an Employee or Employee's estate shall be paid 10% of the unused sick leave based on the current rate of pay, after 15 years of employment, an Employee or Employee's estate shall be paid 25% of the unused sick leave based on the current rate of pay.

Retirement is defined as retirement offered under public Employee retirement statutes. Disability is defined as that degree of disability that prevents an Employee from performance of the employee's duties in their current position. Any abuse of sick leave privilege shall be strictly forbidden and the Sheriff and/or Human Resources Director reserves the right to deal with offenders as he/she sees fit.

The Sheriff must request leave of absence for Employees whose leave benefits are depleted to retain PERA service time. Service time is defined as hours of employment that are accumulated under permanent full-time or regular part-time employment qualifying for retirement benefits under Minnesota Law. Requests for leaves of absence will not be counted for years of service for Brown County payroll and salary administration purposes.

An Employee who incurs a work related illness or injury during their performance of duty for the County and thereby rendered unable to work for the County will be paid the difference between the Employee's monthly net pay and Worker's Compensation insurance payments while employed by the County. The Employer has the discretion to determine if the employee may be scheduled for light duty.

Such payment by the County will not be charged to the Employee's vacation, sick leave, or other accumulated paid benefits. The County may require the Employee to submit to a physical examination by a doctor or doctors selected by the County to determine whether the Employee is capable of performing the essential job functions. If it is determined that the Employee is not able to perform the essential job functions and separation is indicated in the best interest of the Employee and the Sheriff's Office, the Employee shall be separated. It is understood that the County's obligation to pay the difference between the Employee's net pay and Worker's Compensation payments shall cease upon termination of employment with the County.

- 12.1.2 Up to 24 hours paid time per occasion may be granted for a death in the family. Family is defined as mother, step-mother, father, step-father, sister, step-sister, brother, step-brother, spouse, child, (including son/daughter-in-law and step-child) mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren,

grandparent, great-grandparent, and individuals standing in loco parentis. This non-accumulative leave must be approved by the Sheriff and Human Resources Director. All other bereavement leave will be granted at the discretion of the Sheriff and Human Resources Director and such time shall be deducted from leave benefits.

12.2 SPECIAL DISABILITY SITUATIONS.

If an Employee has suffered a heart attack or has been treated for heart illness or other serious physical or mental ailments, the Employer may require, upon return to employment and annually thereafter, a physical examination by a doctor or doctors selected by the Employer to determine whether the Employee is physically able to fulfill the duties of employment. Any physical examination required by the Employer under any of the provisions of this Article shall be at the expense of the County.

12.3 PERSONAL CARE LEAVE.

Employees shall be allowed 8 to 10 hours (based on the employee's regularly scheduled shift length) of personal care leave each calendar quarter. Personal care leave must be used in the full 8 to 10-hour increment and must be pre-approved by the employee's supervisor. Personal care leave shall be taken from an employee's accrued sick leave bank when it is used. Employees are not permitted to carry over the use of their 8 to 10 hours of personal care leave from quarter to quarter or from year to year.

ARTICLE 13. INSURANCE.

13.1 Each full time Employee shall be offered medical health insurance.

Effective January 1, 2023 the County shall contribute \$765.09 monthly toward the single coverage premium for the high deductible with HSA (currently MIC \$3,000 HSA). Effective January 1, 2023 the County shall contribute \$1,701 monthly toward the cost of health insurance premium for family coverage for the high deductible with HSA plan (currently MIC \$3,000 HSA). The County will provide an HSA health insurance option. In the event of married couples, each of whom are employed by the County, the County will not provide duplicate insurance coverage but will only provide one employee with family coverage. The County will however, provide each with single coverage as requested. In addition, employees participating in this high deductible basic plan will receive \$1,700 annually in two equal installments into the HSA for single and \$2,200 annually in two equal installments into the HSA for family.

Thereafter, for 2024 and 2025 the Employer shall pay 60% and employee shall pay 40% of the increase cost in the health insurance premium for single and family coverage for the high deductible basic plan.

The County agrees to maintain a 125 Flex Plan which will include the Employee contribution to be paid with pre-tax dollars. The covered Employees agree to allow payroll deduction for the Employee share of such premiums.

Affordable Care Act. 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.

- 13.2 The Employer shall pay the premiums for group Life, Accidental Death and Dismemberment and Loss of Sight, and Weekly Indemnity Insurance for regular Employees.
- 13.3 The Employer agrees to establish an insurance committee on which L.E.L.S. shall have pro rata representation comparing its membership number to the total number of Brown County Employees (but in no case less than one (1) representative). It is agreed that this committee shall function as a meet and confer input group which shall provide a forum for an exchange of information about insurance benefit programs currently available and potentially available. Potential insurance changes that may be desired by either the Employees or the Employer and such other matters as may be mutually agreed are appropriate for such meetings. The Employer shall be responsible for scheduling such meetings in accordance with an appropriate time table relating to insurance contract terms and dates. Attendance at insurance committee meetings held at a time which would normally be duty time for a Union appointed Employee will constitute paid time.
- 13.4 All accrued vacation, unused holiday bank hours and sick leave due an Employee upon termination of employment with the County based on the collective bargaining agreement shall be deposited into the Employee's Post Employment Health Care Savings Plan pursuant to MS §352.98.
- 13.5 All regular full-time Employees shall participate in the Post Employment Health Care Savings Plan. The EMPLOYER shall withhold a percentage of an Employee's salary for investment in the plan based on the following schedule:

Years of Service	Percentage of salary withheld
Less than 10 years	1.0%
10 years, but less than 20 years	2.0%
20 years or more	3.0%

Contributions to the HCSP will begin the pay period of the employee's anniversary date.

- 13.6 Any description of benefits in sections 13.4 to 13.6 is intended to be informational only. 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 in section 13.4 and to withhold a percentage of salary as set forth in section 13.5. The County has no other responsibilities or obligations and no other claims can or shall be made against the County pursuant to sections 13.4 to 13.6.

ARTICLE 14. COMPENSATION.

14.1 WAGES.

Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked Appendix A. Annual Employee performance appraisals shall be conducted by the County with a copy of said appraisal on file with the Human Resources Department. Said performance appraisals (format) shall be in compliance with Addendum "C" to the Brown County Personnel Policy. The attached wage schedule shall be considered a part of this Agreement. Retroactive payment shall apply to employees employed as of the date of County Board approval of this Agreement.

Effective January 1, 2023, employees will be placed on the new pay plan in the designated grade and at the step that provides a wage rate that is equal to or greater than the employee's December 31, 2022 base wage rate. This provision shall govern the implementation of the classification and comp study in 2023.

Effective January 1, 2023, a 3.0% general wage increase. Effective January 1, 2024, a 3.0% general wage increase. Effective January 1, 2025, 3.0% general wage increase. Employees eligible for step increases will be granted such increases upon meeting the requirements of the Personnel Policy for 2023, 2024, and 2025. Part time employees will receive payment based on pro rata calculation using 2080 hours.

14.2 RECLASSIFICATION TO A HIGHER GRADE.

When a position description is reclassified up, to a higher grade, incumbent employees will move to the same step on the new grade in that position. Incumbent will retain present anniversary date (month and day will remain the same, but the year shall change). Implementation of Grade and Step shall be the date the County Board approves the points as assigned except for those positions in the Rotational Review which will have an effective date of January 2nd of the following year.

14.3 VOLUNTARY DEMOTION TO A LOWER CLASSIFIED JOB.

When an Employee elects to apply for a job in a lower job classification, a voluntary demotion, the Employee would transfer or demote to the minimum of the new salary range. Exceptions should be made only when the Employee brings to the job working experience and qualifications above the basic requirements needed to perform the work satisfactorily. Occasionally, for the skills and experience required, it will become necessary to pay above the minimum as a starting salary. This is a decision for the County Board, based on recommendations of the Personnel Committee, to make, in the individual case. The Employee will acquire a new anniversary date.

14.4 PROMOTIONS.

When an Employee elects to apply for a job in a higher job classification, a voluntary decision, the Employee would transfer or move to the minimum of the new salary range. Exceptions would be made only when the Employee brings to the job working experience and qualifications above the basic requirements needed to perform the work satisfactorily.

Occasionally, for market considerations, it may become necessary to pay above the minimum as a starting salary. This is a decision for the County Board, based on recommendations of the Personnel Committee, to make in the individual case. The Employee will acquire a new anniversary date.

14.5 UNIFORM ALLOWANCE.

It is agreed that the Employer will continue furnishing uniforms and/or replacements and shall either assume the expense of the amount for the repair and maintenance of said uniforms or assume the alternative providing to each Employee governed hereby, reasonable allowance for that purpose. The list of approved uniform items are included on Appendix "B" for Deputy Sheriff.

14.6 AUTOMOBILE ALLOWANCE.

To the extent that an Employee is compelled or requested to use private automobile in the performance of duty the Employee shall be compensated therefore, at the mileage rate established by the County. In addition, full time Employees shall be reimbursed for authorized expenses incurred during the scheduled work period.

14.7 PEACE OFFICER TRAINING ALLOWANCE.

The County shall pay the necessary fees and out of the pocket expenses incurred in qualifying as peace officers under regulations of the Peace Officers Training Board. The Employer agrees that the past practice will continue as the same relates to license fees and out of the pocket expenses incurred during training to satisfy the Peace Officer Licensing Law.

14.8 JURY DUTY ALLOWANCE.

When an Employee has been absent from work because of jury service, the Employee shall be paid their regular salary by the Employer with the understanding that, at the completion of jury service, the Employee shall present any jury service check to the Employer or the amount of such check, less the amount included for traveling expenses, shall be deducted from the next regular paycheck or the Employee shall pay the Employer an amount equivalent to the jury service pay excluding travel expense allowed.

14.9 SHIFT DIFFERENTIAL.

Employees will be compensated an additional one dollar (\$1.00) per hour for all hours on a shift worked during the period that the Brown County Courthouse is not open to service the public.

ARTICLE 15. SENIORITY.

15.1 INITIAL EMPLOYMENT PERIOD.

All newly-hired Employees shall serve an initial employment period of 2,080 hours of continuous service. During the initial employment period the Employer shall have the unqualified right, in its exclusive discretion, to suspend without pay, discharge or otherwise

discipline an Employee in their initial employment period at any time and to determine at any time during the initial employment period that the Employee shall not be retained as an Employee. An Employee disciplined or discharged during their initial employment period shall have no recourse to the grievance procedure.

15.2 TRIAL PERIOD.

In addition to the initial employment period prescribed by Article 16.1, an Employee transferred, promoted or filling a vacancy in a different classification shall serve a trial period of 1,040 hours of continuous service in any such new classification. During the trial period, if it is determined by the Employer that the Employee's performance in the new classification is unsatisfactory, the Employer shall have the right in its exclusive discretion to reassign the Employee to the employee's former classification.

15.3 Service Seniority shall be defined as the Employee's length of continuous service within this bargaining unit. Upon completion of the initial employment period, an Employee shall be granted seniority rights retroactive to the date of original hire.

15.4 Classification Seniority shall be defined as the Employee's length of continuous service within a classification within this bargaining unit.

15.5 LAYOFF AND RECALL.

16.5.1 When the Employer determines that it is necessary to reduce the number of staff in a given classification the Sheriff's Office, reduction shall take place by first laying off those part-time Employees not part of the bargaining unit in reverse order of seniority, and then when all part-time Employees have been laid off, full-time Employees in reverse order of classification seniority.

15.5.2 An Employee who receives notice of layoff may exercise accumulated seniority to bump an Employee with less seniority in a lower-paid classification, provided the Employee seeking to bump is qualified to perform the duties of the position into which the Employee seeks to bump.

15.5.3 When it becomes necessary to recall Employees from layoff, Employees shall be recalled to a position in a classification in the reverse order of layoff in the classification.

15.5.4 Notice of recall shall be by certified mail to the last mailing address which the Employee has furnished to the Employer. Employees must respond within ten (10) working days of receipt of any offer of recall. An offer of recall returned by the Post Office shall constitute a refusal of the recall offer. Failure to respond and return to duty within fifteen (15) working days shall constitute refusal of the offer.

15.5.5 Upon recall, if an Employee refuses to accept an appointment offer, the Employer may remove the Employee's name from the re-employment list and the Employee

shall be deemed separated from employment.

15.5.6 Recall rights shall cease one (1) year after an Employee is laid off and thereupon such Employee shall be deemed separated from employment and shall have no further recall rights.

ARTICLE 16. SAVINGS CLAUSE.

16.1 If any provision of this contract, or the application of such provision should be rendered or declared invalid by any court action or administrative ruling or is in violation of legislation or administrative regulations or subsequently enacted legislation, remaining parts or portions of this contract shall remain in full force and effect.

ARTICLE 17. WAIVER.

17.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby waived.

ARTICLE 18. DURATION OF AGREEMENT.


18.1 This Agreement shall be effective as of the 1st day of January, 2023 and shall remain in full force and effect until the 31st day of December, 2025. The Employer agrees to implement the terms of this Agreement in the form of an ordinance or resolution and shall make every reasonable effort to propose and secure the enactment of any law, ordinance, or charter amendment which may be necessary to effect the term and intent thereof.


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates indicated below.

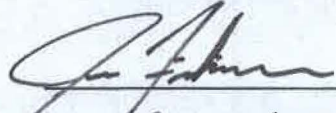
BROWN COUNTY

LAW ENFORCEMENT LABOR SERVICES, INC.


Date: 3/7/23


Date: 03.01.2023


Date: 3/7/23


Date: 3.01.2023

APPENDIX A

2023 New Pay Plan <i>after</i> 3% General Wage Increase													
	Steps												
		2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
1	\$19.05	\$19.60	\$20.17	\$20.76	\$21.36	\$21.98	\$22.61	\$23.27	\$23.95	\$24.64	\$25.35	\$26.09	\$26.85
2	\$20.19	\$20.78	\$21.38	\$22.00	\$22.64	\$23.30	\$23.97	\$24.67	\$25.38	\$26.12	\$26.88	\$27.65	\$28.46
3	\$21.40	\$22.03	\$22.66	\$23.32	\$24.00	\$24.69	\$25.41	\$26.15	\$26.90	\$27.69	\$28.49	\$29.31	\$30.16
4	\$22.47	\$23.13	\$23.80	\$24.49	\$25.20	\$25.93	\$26.68	\$27.45	\$28.25	\$29.07	\$29.91	\$30.78	\$31.67
5	\$23.60	\$24.28	\$24.99	\$25.71	\$26.46	\$27.22	\$28.01	\$28.83	\$29.66	\$30.52	\$31.41	\$32.32	\$33.26
6	\$24.78	\$25.50	\$26.24	\$27.00	\$27.78	\$28.59	\$29.41	\$30.27	\$31.15	\$32.05	\$32.98	\$33.93	\$34.92
7	\$26.02	\$26.77	\$27.55	\$28.35	\$29.17	\$30.02	\$30.89	\$31.78	\$32.70	\$33.65	\$34.63	\$35.63	\$36.66
8	\$27.32	\$28.11	\$28.93	\$29.76	\$30.63	\$31.52	\$32.43	\$33.37	\$34.34	\$35.33	\$36.36	\$37.41	\$38.50
9	\$28.68	\$29.52	\$30.37	\$31.25	\$32.16	\$33.09	\$34.05	\$35.04	\$36.06	\$37.10	\$38.18	\$39.28	\$40.42
10	\$30.12	\$30.99	\$31.89	\$32.82	\$33.77	\$34.75	\$35.75	\$36.79	\$37.86	\$38.96	\$40.09	\$41.25	\$42.44
11	\$31.62	\$32.54	\$33.49	\$34.46	\$35.46	\$36.48	\$37.54	\$38.63	\$39.75	\$40.90	\$42.09	\$43.31	\$44.57
12	\$33.21	\$34.17	\$35.16	\$36.18	\$37.23	\$38.31	\$39.42	\$40.56	\$41.74	\$42.95	\$44.19	\$45.48	\$46.79
13	\$34.87	\$35.88	\$36.92	\$37.99	\$39.09	\$40.22	\$41.39	\$42.59	\$43.83	\$45.10	\$46.40	\$47.75	\$49.13
14	\$36.61	\$37.67	\$38.76	\$39.89	\$41.04	\$42.23	\$43.46	\$44.72	\$46.02	\$47.35	\$48.72	\$50.14	\$51.59
15	\$38.44	\$39.55	\$40.70	\$41.88	\$43.10	\$44.35	\$45.63	\$46.96	\$48.32	\$49.72	\$51.16	\$52.64	\$54.17
16	\$40.36	\$41.53	\$42.74	\$43.98	\$45.25	\$46.56	\$47.91	\$49.30	\$50.73	\$52.20	\$53.72	\$55.28	\$56.88
17	\$42.38	\$43.61	\$44.87	\$46.17	\$47.51	\$48.89	\$50.31	\$51.77	\$53.27	\$54.81	\$56.40	\$58.04	\$59.72
18	\$44.50	\$45.79	\$47.12	\$48.48	\$49.89	\$51.34	\$52.82	\$54.36	\$55.93	\$57.56	\$59.22	\$60.94	\$62.71
19	\$46.72	\$48.08	\$49.47	\$50.91	\$52.38	\$53.90	\$55.47	\$57.07	\$58.73	\$60.43	\$62.19	\$63.99	\$65.84
20	\$49.06	\$50.48	\$51.95	\$53.45	\$55.00	\$56.60	\$58.24	\$59.93	\$61.67	\$63.45	\$65.29	\$67.19	\$69.14
21	\$51.51	\$53.01	\$54.54	\$56.13	\$57.75	\$59.43	\$61.15	\$62.92	\$64.75	\$66.63	\$68.56	\$70.55	\$72.59
22	\$54.09	\$55.66	\$57.27	\$58.93	\$60.64	\$62.40	\$64.21	\$66.07	\$67.99	\$69.96	\$71.99	\$74.08	\$76.22
23	\$55.71	\$57.33	\$58.99	\$60.70	\$62.46	\$64.27	\$66.14	\$68.05	\$70.03	\$72.06	\$74.15	\$76.30	\$78.51
24	\$58.50	\$60.19	\$61.94	\$63.73	\$65.58	\$67.48	\$69.44	\$71.46	\$73.53	\$75.66	\$77.85	\$80.11	\$82.44
25	\$61.42	\$63.20	\$65.04	\$66.92	\$68.86	\$70.86	\$72.91	\$75.03	\$77.20	\$79.44	\$81.75	\$84.12	\$86.56
26	\$64.49	\$66.36	\$68.29	\$70.27	\$72.31	\$74.40	\$76.56	\$78.78	\$81.06	\$83.42	\$85.83	\$88.32	\$90.89

2024 Pay Plan <i>after</i> 3% General Wage Increase													
	Steps	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
1	\$19.62	\$20.19	\$20.78	\$21.38	\$22.00	\$22.64	\$23.29	\$23.97	\$24.67	\$25.38	\$26.11	\$26.87	\$27.66
2	\$20.80	\$21.40	\$22.02	\$22.66	\$23.32	\$24.00	\$24.69	\$25.41	\$26.14	\$26.90	\$27.69	\$28.48	\$29.31
3	\$22.04	\$22.69	\$23.34	\$24.02	\$24.72	\$25.43	\$26.17	\$26.93	\$27.71	\$28.52	\$29.34	\$30.19	\$31.06
4	\$23.14	\$23.82	\$24.51	\$25.22	\$25.96	\$26.71	\$27.48	\$28.27	\$29.10	\$29.94	\$30.81	\$31.70	\$32.62
5	\$24.31	\$25.01	\$25.74	\$26.48	\$27.25	\$28.04	\$28.85	\$29.69	\$30.55	\$31.44	\$32.35	\$33.29	\$34.26
6	\$25.52	\$26.27	\$27.03	\$27.81	\$28.61	\$29.45	\$30.29	\$31.18	\$32.08	\$33.01	\$33.97	\$34.95	\$35.97
7	\$26.80	\$27.57	\$28.38	\$29.20	\$30.05	\$30.92	\$31.82	\$32.73	\$33.68	\$34.66	\$35.67	\$36.70	\$37.76
8	\$28.14	\$28.95	\$29.80	\$30.65	\$31.55	\$32.47	\$33.40	\$34.37	\$35.37	\$36.39	\$37.45	\$38.53	\$39.66
9	\$29.54	\$30.41	\$31.28	\$32.19	\$33.12	\$34.08	\$35.07	\$36.09	\$37.14	\$38.21	\$39.33	\$40.46	\$41.63
10	\$31.02	\$31.92	\$32.85	\$33.80	\$34.78	\$35.79	\$36.82	\$37.89	\$39.00	\$40.13	\$41.29	\$42.49	\$43.71
11	\$32.57	\$33.52	\$34.49	\$35.49	\$36.52	\$37.57	\$38.67	\$39.79	\$40.94	\$42.13	\$43.35	\$44.61	\$45.91
12	\$34.21	\$35.20	\$36.21	\$37.27	\$38.35	\$39.46	\$40.60	\$41.78	\$42.99	\$44.24	\$45.52	\$46.84	\$48.19
13	\$35.92	\$36.96	\$38.03	\$39.13	\$40.26	\$41.43	\$42.63	\$43.87	\$45.14	\$46.45	\$47.79	\$49.18	\$50.60
14	\$37.71	\$38.80	\$39.92	\$41.09	\$42.27	\$43.50	\$44.76	\$46.06	\$47.40	\$48.77	\$50.18	\$51.64	\$53.14
15	\$39.59	\$40.74	\$41.92	\$43.14	\$44.39	\$45.68	\$47.00	\$48.37	\$49.77	\$51.21	\$52.69	\$54.22	\$55.80
16	\$41.57	\$42.78	\$44.02	\$45.30	\$46.61	\$47.96	\$49.35	\$50.78	\$52.25	\$53.77	\$55.33	\$56.94	\$58.59
17	\$43.65	\$44.92	\$46.22	\$47.56	\$48.94	\$50.36	\$51.82	\$53.32	\$54.87	\$56.45	\$58.09	\$59.78	\$61.51
18	\$45.84	\$47.16	\$48.53	\$49.93	\$51.39	\$52.88	\$54.40	\$55.99	\$57.61	\$59.29	\$61.00	\$62.77	\$64.59
19	\$48.12	\$49.52	\$50.95	\$52.44	\$53.95	\$55.52	\$57.13	\$58.78	\$60.49	\$62.24	\$64.06	\$65.91	\$67.82
20	\$50.53	\$51.99	\$53.51	\$55.05	\$56.65	\$58.30	\$59.99	\$61.73	\$63.52	\$65.35	\$67.25	\$69.21	\$71.21
21	\$53.06	\$54.60	\$56.18	\$57.81	\$59.48	\$61.21	\$62.98	\$64.81	\$66.69	\$68.63	\$70.62	\$72.67	\$74.77
22	\$55.71	\$57.33	\$58.99	\$60.70	\$62.46	\$64.27	\$66.14	\$68.05	\$70.03	\$72.06	\$74.15	\$76.30	\$78.51
23	\$57.38	\$59.05	\$60.76	\$62.52	\$64.33	\$66.20	\$68.12	\$70.09	\$72.13	\$74.22	\$76.37	\$78.59	\$80.87
24	\$60.26	\$62.00	\$63.80	\$65.64	\$67.55	\$69.50	\$71.52	\$73.60	\$75.74	\$77.93	\$80.19	\$82.51	\$84.91
25	\$63.26	\$65.10	\$66.99	\$68.93	\$70.93	\$72.99	\$75.10	\$77.28	\$79.52	\$81.82	\$84.20	\$86.64	\$89.16
26	\$66.42	\$68.35	\$70.34	\$72.38	\$74.48	\$76.63	\$78.86	\$81.14	\$83.49	\$85.92	\$88.40	\$90.97	\$93.62

2025 Pay Plan <i>after</i> 3% General Wage Increase													
Steps	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
1	\$20.21	\$20.79	\$21.40	\$22.02	\$22.66	\$23.32	\$23.99	\$24.69	\$25.41	\$26.14	\$26.89	\$27.68	\$28.49
2	\$21.42	\$22.05	\$22.68	\$23.34	\$24.02	\$24.72	\$25.43	\$26.17	\$26.93	\$27.71	\$28.52	\$29.33	\$30.19
3	\$22.70	\$23.37	\$24.04	\$24.74	\$25.46	\$26.19	\$26.96	\$27.74	\$28.54	\$29.38	\$30.23	\$31.09	\$32.00
4	\$23.84	\$24.54	\$25.25	\$25.98	\$26.73	\$27.51	\$28.30	\$29.12	\$29.97	\$30.84	\$31.73	\$32.65	\$33.60
5	\$25.04	\$25.76	\$26.51	\$27.28	\$28.07	\$28.88	\$29.72	\$30.59	\$31.47	\$32.38	\$33.32	\$34.29	\$35.29
6	\$26.29	\$27.05	\$27.84	\$28.64	\$29.47	\$30.33	\$31.20	\$32.11	\$33.05	\$34.00	\$34.99	\$36.00	\$37.05
7	\$27.60	\$28.40	\$29.23	\$30.08	\$30.95	\$31.85	\$32.77	\$33.72	\$34.69	\$35.70	\$36.74	\$37.80	\$38.89
8	\$28.98	\$29.82	\$30.69	\$31.57	\$32.50	\$33.44	\$34.40	\$35.40	\$36.43	\$37.48	\$38.57	\$39.69	\$40.84
9	\$30.43	\$31.32	\$32.22	\$33.15	\$34.12	\$35.11	\$36.12	\$37.17	\$38.26	\$39.36	\$40.51	\$41.67	\$42.88
10	\$31.95	\$32.88	\$33.83	\$34.82	\$35.83	\$36.87	\$37.93	\$39.03	\$40.17	\$41.33	\$42.53	\$43.76	\$45.02
11	\$33.55	\$34.52	\$35.53	\$36.56	\$37.62	\$38.70	\$39.83	\$40.98	\$42.17	\$43.39	\$44.65	\$45.95	\$47.28
12	\$35.23	\$36.25	\$37.30	\$38.38	\$39.50	\$40.64	\$41.82	\$43.03	\$44.28	\$45.57	\$46.88	\$48.25	\$49.64
13	\$36.99	\$38.07	\$39.17	\$40.30	\$41.47	\$42.67	\$43.91	\$45.18	\$46.50	\$47.85	\$49.23	\$50.66	\$52.12
14	\$38.84	\$39.96	\$41.12	\$42.32	\$43.54	\$44.80	\$46.11	\$47.44	\$48.82	\$50.23	\$51.69	\$53.19	\$54.73
15	\$40.78	\$41.96	\$43.18	\$44.43	\$45.72	\$47.05	\$48.41	\$49.82	\$51.26	\$52.75	\$54.28	\$55.85	\$57.47
16	\$42.82	\$44.06	\$45.34	\$46.66	\$48.01	\$49.40	\$50.83	\$52.30	\$53.82	\$55.38	\$56.99	\$58.65	\$60.34
17	\$44.96	\$46.27	\$47.60	\$48.98	\$50.40	\$51.87	\$53.37	\$54.92	\$56.51	\$58.15	\$59.83	\$61.57	\$63.36
18	\$47.21	\$48.58	\$49.99	\$51.43	\$52.93	\$54.47	\$56.04	\$57.67	\$59.34	\$61.07	\$62.83	\$64.65	\$66.53
19	\$49.57	\$51.01	\$52.48	\$54.01	\$55.57	\$57.18	\$58.85	\$60.55	\$62.31	\$64.11	\$65.98	\$67.89	\$69.85
20	\$52.05	\$53.55	\$55.11	\$56.71	\$58.35	\$60.05	\$61.79	\$63.58	\$65.43	\$67.31	\$69.27	\$71.28	\$73.35
21	\$54.65	\$56.24	\$57.86	\$59.55	\$61.27	\$63.05	\$64.87	\$66.75	\$68.69	\$70.69	\$72.74	\$74.85	\$77.01
22	\$57.38	\$59.05	\$60.76	\$62.52	\$64.33	\$66.20	\$68.12	\$70.09	\$72.13	\$74.22	\$76.37	\$78.59	\$80.86
23	\$59.10	\$60.82	\$62.58	\$64.40	\$66.26	\$68.18	\$70.17	\$72.19	\$74.29	\$76.45	\$78.67	\$80.95	\$83.29
24	\$62.06	\$63.86	\$65.71	\$67.61	\$69.57	\$71.59	\$73.67	\$75.81	\$78.01	\$80.27	\$82.59	\$84.99	\$87.46
25	\$65.16	\$67.05	\$69.00	\$71.00	\$73.05	\$75.18	\$77.35	\$79.60	\$81.90	\$84.28	\$86.73	\$89.24	\$91.83
26	\$68.42	\$70.40	\$72.45	\$74.55	\$76.71	\$78.93	\$81.22	\$83.58	\$86.00	\$88.50	\$91.06	\$93.70	\$96.43

**APPENDIX B -1
NEW PERSONNEL UNIFORM ISSUE LIST
DEPUTY SHERIFF**

2 - neckties

1 - neck tie clasp

5 - short sleeve shirts with patches

5 - long sleeve winter shirts with patches

4 - pants

1 - velcro pants belt (Gould)

2 - name tag with "Serving Since" attachment

1 - set BCSO 1/4" shirt collar brass

1 - set BCSO 1/2" coat collar brass

1 - spring jacket with patches

1 - winter jacket with patches

1 - straw campaign hat

1 - felt campaign hat

1 - pair leather gloves

1 - rain jacket

1 - pair footwear

Badges, gun leather, parkas, insulated bibs, ballistic vest, etc., are considered equipment and purchased/replaced by the county on an as needed basis.