

AGREEMENT

Between

CLAY COUNTY

And

LAW ENFORCEMENT LABOR SERVICES, INC.



***CLAY COUNTY LIEUTENANTS
(LOCAL 354)***

Effective January 1, 2023 through December 31, 2025

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1. ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1. This Agreement is entered into by and between Clay County Minnesota, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., hereinafter referred to as the Union. It is the intent and purpose of this Agreement to:
 - 1.1.1. Assure sound and mutually beneficial working and economic relationships between the parties hereto;
 - 1.1.2. Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application; and
 - 1.1.3. Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement.
 - 1.1.4. The Employer and the Union, through this Agreement will continue their dedication to the highest quality law enforcement service and protection of the citizens and residents of Clay County. Both parties recognize this Agreement as a pledge of this dedication.

2. ARTICLE 2. RECOGNITION

- 2.1. The Employer recognizes the Union as the sole exclusive bargaining agent for all essential licensed supervisory employees in the position of Lieutenant in the Clay County Sheriff's Department, Moorhead, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, excluding confidential and all other employees.

3. ARTICLE 3. DEFINITIONS

- 3.1. Union: Law Enforcement Labor Services, Inc.
- 3.2. Union Member: A member of Law Enforcement Labor Services, Inc., (Local # 354).
- 3.3. Employee: A member of the exclusively recognized bargaining unit.
- 3.4. Department: The Clay County Sheriff's Department.
- 3.5. Regular Employee: Employee who has completed a probationary period.
- 3.6. Probationary Employee: An employee who has not completed a probationary period. Probationary employees may not avail themselves of the utilization of Article 6, Grievance Procedure, to grieve a discharge.

- 3.7. Employer: Clay County.
- 3.8. Union Officer: Officer elected or appointed by Law Enforcement Labor Services, Inc., (Local #354).
- 3.9. Anniversary Date: An employee's "anniversary date" will be the employee's date of employment as a full-time employee.

4. ARTICLE 4. UNION SECURITY

- 4.1. The Employer will deduct from the wages of the employees who authorize a deduction in writing an amount necessary to cover monthly Union dues. Such monies will be remitted as directed by the Union.
- 4.2. The Union may designate an employee from the bargaining unit to act as steward and will inform the Employer in writing of the choices and changes in the position of the steward. The Employer agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with approval of the employer. They shall notify the Employer upon resumption of their work. Interruption of work for Union business shall be limited to the negotiation process and investigation and presentation of grievances to the Employer.
- 4.3. The Employer will make space available on the Employee's bulletin board for the posting of the Union notices and announcements.
- 4.4. 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 by the Employer under the provisions of this Article.
- 4.5. The Employer will deduct from the wages of the Sheriff's Department employees who are eligible to be members of LELS, but who have elected not to join the local, an amount equal to the negotiated contribution as specified by the Union within the parameters of Minnesota Statutes §179A.06, Subd. 3, consistent with the Janus decision.
- 4.6. The Union agrees to represent all employees in the unit fairly and without regards to Union membership or non-membership or other factor.

5. ARTICLE 5. EMPLOYER AUTHORITY

- 5.1. It is recognized that, except as expressly stated herein, the Employer will retain whatever rights and authority are necessary for it to operate and direct the affairs of Clay County in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the County; to determine the methods, means, organization and number of personnel by

which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; 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.

- 5.2. 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.
- 5.3. Nothing in this Agreement will limit or prohibit the right of the Employer to subcontract work performed by employees covered by this Agreement.
- 5.4. The Union agrees that during the life of this Agreement neither the Union, its officers or agents, nor any of the employees covered by this Agreement will cause, encourage, participate in, or support any strike, sympathy strike, slowdown, mass absenteeism, or other interruption of or interference with the operation of the Department. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.
- 5.5. Failure of the Employer to exercise a managerial right at any point does not create a past practice and does not preclude exercising any managerial right in the future.

6. 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. A probationary employee is not entitled to utilize the grievance procedure regarding a discharge.
- 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.
- 6.3. **Processing of a Grievance:** It is recognized and accepted by the Union and the Employer that the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours only when consistent with such employee's duties and responsibilities.

The aggrieved employee and the Union Representative will be released from work, without loss in pay, to attend meetings or hearings pursuant to this Article provided the employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4. **Procedure:** Grievances, as defined by Section 6.1, will be resolved in conformance with the following procedure:

6.4.1. **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 Chief Deputy. The Chief Deputy will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 will 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, and the remedy requested and will be appealed to Step 2 within ten (10) calendar days after the Chief Deputy's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days will be considered waived.

6.4.2. **Step 2.** If appealed, the written grievance will be presented by the Union and discussed with the Sheriff. The Sheriff will give an answer to the Step 2 grievance in writing within ten (10) calendar days after receipt. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days will be considered waived.

6.4.3. **Step 3.** If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator. The County Administrator will give answer to such Step 3 grievance in writing within ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

6.4.4. **Step 3A.** A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the timelines for filing Step 4.

6.4.5. **Step 4.** A grievance unresolved in Step 3 and appealed to Step 4 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

The selection of an arbitrator will 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 will 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, or inconsistent with, or modifying or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision will 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 will be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

6.6. Waiver: If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will 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 limit, the Union shall elect to treat the grievance as denied at that step and may 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. If, as a result of the written Employer response in Step 2, 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 3 of Article 6 or a procedure such as: Civil Service, Veterans Preference, or Human Rights. If appealed to any procedure other than Step 3 of Article 6 the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 6. The aggrieved employee will indicate in writing which procedure is to be utilized - Step 3 of Article 6 or another appeal procedure - will sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee from making an additional appeal through any other procedure.

7. ARTICLE 7. SENIORITY

- 7.1. Seniority. The total length of service within the Lieutenant classification.
- 7.1.1. Nothing in this section shall be construed to limit the Employer's right to assign or reassign employees to duties within a job classification.
- 7.2. Seniority and Layoffs
- 7.2.1. Breaks in Seniority: An Employee's seniority shall be broken by voluntary resignation, layoff when recall rights have expired, discharge for just cause, or retirement.
- 7.2.2. Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of layoff.
- 7.2.3. Recall from layoff, which shall be by Lieutenant classification within the Department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, the employee shall automatically have terminated their employment. Recall notification shall be by mail to the employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs of a definite period. An employee's name shall be retained on the recall list for one year, at which time all rights to recall shall terminate.
- 7.2.4. The Employer shall not hire a new employee in a classification where an employee is laid off with right for recall. The employer shall not utilize temporary, seasonal, or part-time employees while a full-time employee is in layoff status.
- 7.2.5. The Employer shall issue written notice of an indefinite layoff at least fourteen (14) days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members.
- 7.2.6. The Employer shall issue written notice of recall from an indefinite layoff to affected employees, providing at least fourteen (14) days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty- five (45) or more days.
- 7.2.7. The Employer may layoff an employee for a definite period of forty-four (44) days or less by giving written notice to the affected employees.

8. ARTICLE 8. PROBATION

- 8.1. Newly hired employees into the Lieutenant position shall have a twelve (12) month probationary period. All newly hired Lieutenants may be terminated at the sole discretion of the Employer during the probationary period. Probationary employees may not avail themselves of the utilization of Article 6, Grievance Procedure, regarding a discharge.
- 8.2. Employees promoted to the Lieutenant position shall have a six (6) month probationary period. During the probationary period, the Employer may return the employee to a previously held classification without loss of any contractual benefits at the Employer's discretion.
- 8.3. Upon completion of the probationary period employees will become regular employees within the meaning of this Agreement and will have seniority dating from the beginning date in the Lieutenant classification.

9. ARTICLE 9. DISCIPLINE

- 9.1. Employees will be disciplined for just cause only. Discipline will be in one or more of the following forms; although not necessarily in the order shown:
 - 9.1.1. Oral reprimand
 - 9.1.2. Written reprimand
 - 9.1.3. Suspension
 - 9.1.4. Demotion
 - 9.1.5. Discharge
- 9.2. Employees may grieve oral reprimands up to but not including arbitration.
- 9.3. Written reprimands, suspensions, demotions, and discharges will be in written form.
- 9.4. Employees will be permitted to have a Union Representative present when being questioned concerning disciplinary action involving suspension, demotion, or discharge.
- 9.5. Grievances involving this Article will be filed by the Union at Step 3 in the grievance process defined in Article 6.

10. ARTICLE 10. HOURS OF WORK

- 10.1. This Article is intended only to define the normal hours of work and other pay. Nothing in this Article will be construed as a guarantee of hours of work per day or per week.

- 10.2. Work shifts and staffing schedules of employees will be established by the Sheriff or the Sheriff's designee based on an average of forty (40) hours of work per week.
- 10.3. Employees will be eligible to work any overtime details that are reimbursable to the Sheriff's Office. Examples of this would include grant funded enforcement events and rural community events requiring law enforcement presence. Compensation would be at time and one-half (1.5x) the employee's straight time rate.
- 10.4. Employees will be paid at one and one-half (1 1/2) times the employee's regular rate of pay for hours worked in excess of the employee's regularly scheduled shift. Overtime hours must be authorized by the Sheriff or the Sheriff's designee.
- 10.5. Compensatory time may be granted in lieu of cash overtime. The Sheriff, or Sheriff's designee, will determine whether such hours will be paid overtime or compensatory time off. Employees may accumulate up to a maximum of eighty (80) hours of compensatory time.
- 10.6. Compensatory Time Cash Out: An employee with at least forty (40) hours of compensatory time may cash out a maximum of thirty (30) hours two (2) times per year. Employees must notify Human Resources by March 1 of each year for a payout on the first check in April, and by September 1 of each year for a payout on the first check in October.

11. ARTICLE 11. VACATION

- 11.1. Vacation Leave shall be granted in accordance with the Clay County Personnel Policy, Section 15. Any changes pursuant to the Personnel Policy regarding this Article must be negotiated.

12. ARTICLE 12. HOLIDAYS

- 12.1. Holiday Leave shall be granted in accordance with the Clay County Personnel Policy, Section 14. Any changes pursuant to the Personnel Policy regarding this Article must be negotiated.
- 12.2. Beginning January 1, 2011, regular employees will be entitled to a floating holiday in recognition of National Police Officers Memorial Day (May 15). As a floating holiday, the day must be taken as a day off.

13. ARTICLE 13. SICK LEAVE/SEVERANCE

- 13.1. Sick Leave and Severance pay shall be granted in accordance with the Clay County Personnel Policy, Section 16. Any changes pursuant to the Personnel Policy regarding this Article must be negotiated.
- 13.2. Post-Employment Health Care Savings Plan: Effective July 1, 2010 the Employer agrees to establish and administrate a post employment health care savings plan. Employees shall contribute to the Post Employment Health Care Savings Plan as described below:
 - 13.2.1. All employees shall contribute one and one-half percent (1.5%) of their gross earnings per pay period.
 - 13.2.2. All employees shall contribute 100% of their sick leave payout and vacation leave payout upon termination of employment to the Post Employment Health Care Savings Plan.

14. ARTICLE 14. INJURY ON DUTY

- 14.1. In the event an employee is injured in the line of duty and permanently or temporarily disabled, the employee will be charged sick leave for the first three days prorated with Worker's Compensation so the employee will receive a full week's pay. Thereafter, the employee will receive their normal compensation for their classification for a maximum of one (1) year, during which year the employee will surrender to Employer any worker's compensation benefits intended to reimburse lost wages. Except that any permanent-partial or permanent-total disability awards from the Worker's Compensation Bureau will be made the exclusive property of the employee.
- 14.2. In the event an employee suffers a loss in the line of duty to their personal items such as eyeglasses, clothing, dentures, etc., such items will be replaced by the County.

15. ARTICLE 15. LEAVES OF ABSENCE

- 15.1. Leaves of Absence shall be granted in accordance with the Clay County Personnel Policy, Section 20. Any changes pursuant to the Personnel Policy regarding this Article must be negotiated.

16. ARTICLE 16. INSURANCE

- 16.1. Employees will participate under the Cafeteria style plan for insurance benefits, including group hospitalization, surgical, medical coverage, dental coverage, and life

coverage. All employees must, at a minimum, have the "core coverage" of single health, single dental, and basic \$25,000 life insurance.

- 16.2. Employees may participate in other offered insurance combinations as their personal situations dictate. The costs over the Employer contributions will be paid by the employee through payroll deductions.
- 16.3. The Employer contribution rate for 2023 for each full-time employee taking family health insurance coverage is \$1,676.00 per month.

The Employer contribution rate for 2023 for each continuously employed full-time employee hired on or before December 31, 2019 taking single health insurance coverage is \$1,362.00 per month.

The Employer contribution rate for 2023 for each full-time employee hired on or after January 1, 2020 taking single health insurance coverage is \$944.00 per month.

In future years, the Employer contribution rate for family health insurance coverage will be calculated by adding 50% of the dollar increase or subtracting 50% of the dollar decrease of the average of the family health insurance premiums for all family plans over that paid in the previous year.

In future years, the Employer contribution rate for single health insurance coverage will be calculated by adding 50% of the dollar increase or subtracting 50% of the dollar decrease of the average of the single health insurance premiums for all single plans over that paid in the previous year.

- 16.4. The Employer reserves the right to change the insurance carrier or carriers at will so long as this change is recommended by a joint labor/management committee comprised of equal voting rights.
- 16.5. The Employer will maintain the present dental insurance plan or its equivalent.
- 16.6. In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its successor and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, either party may request that the other party meet and negotiate over amendments to those health insurance provisions that the requesting party deems necessary. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06, and the rights and obligations of the Employer shall be subject to the provisions of Minn. Stat. §179A.07.

17. ARTICLE 17. UNIFORMS AND P.O.S.T. FEES

- 17.1. Employees will be provided an initial proper uniform and the Employer will thereafter repair or replace such items as are rendered unusable in the line of duty.

- 17.2. Employer will grant employees \$659.08 annually for the maintenance of uniforms. The employee will be paid on March 31 for the first six months of the calendar year. The employee will be paid on September 30 for the second six months of the calendar year. In future years, this amount will be adjusted consistent with COLA increases. [2024 \$678.85; 2025 \$699.18].
- 17.3. The Employer will pay each licensed peace officer's P.O.S.T. (Peace Officers Standards and Training) license fees when due.

18. ARTICLE 18. WAGES

- 18.1. Employees will be paid in accordance with Appendix A attached hereto and made a part of this Agreement.

19. ARTICLE 19. SAVINGS CLAUSE

- 19.1. This Agreement is subject to the laws of the United States, the State of Minnesota, and Clay County. In the event any provision of this Agreement shall be held to be contrary to the law by a court of competent jurisdiction from whose final decree of judgment no appeal has been taken within the time provided, such provision will be voided. The voided provision may be renegotiated at the written request of either party.

20. ARTICLE 20. WAIVER

- 20.1. 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 superseded.
- 20.2. The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

21. ARTICLE 21. JOINT PREPARATION OF AGREEMENT

21.1. Each party has cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any party on the basis that the party was the drafter.


22. ARTICLE 22. DURATION


22.1. This Agreement will be effective as of January 1, 2023 and will remain in full force and effect through December 31, 2025. Retroactive pay to January 1, 2023 shall be paid only to employees employed as of date of County Board adoption of this Agreement.

FOR THE EMPLOYER:

FOR THE UNION:


Date 12/20/2022


Date 12-15-2022


Date 12/20/2022


Date 12-16-2022

JMH:sb
2020-6301
12/5/2022

APPENDIX A - WAGE SCHEDULE

APPENDIX A

LEUTENANTS WAGE AND ALLOWANCE SCHEDULE

2023 Clay County Grid - 4% Increase												
FT/PT ->	6 mo.	6 mo.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	2 yr.	2 yr.	2 yr.	2 yr.	
Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
23	\$38.21	\$39.69	\$41.17	\$42.65	\$44.13	\$45.61	\$47.09	\$48.57	\$50.05	\$51.53	\$53.01	\$54.49

2024 Clay County Grid - 3% Increase												
FT/PT ->	6 mo.	6 mo.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	
Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
23	\$39.35	\$40.88	\$42.40	\$43.93	\$45.45	\$46.98	\$48.50	\$50.03	\$51.55	\$53.08	\$54.60	\$56.13

2025 Clay County Grid - 3% Increase												
FT/PT ->	6 mo.	6 mo.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	1 yr.	
Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12
23	\$40.54	\$42.11	\$43.68	\$45.25	\$46.82	\$48.39	\$49.96	\$51.53	\$53.10	\$54.67	\$56.24	\$57.81

Year	2023	2024	2025	Frequency
LE Plain Clothes Fee	\$659.08	\$678.85	\$699.22	The employee will be paid on March 31 for the first six months of the calendar year. The employee will be paid on September 30 for the second six months of the calendar year.

