

AGREEMENT
BETWEEN FILLMORE
COUNTY AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 85)

JANUARY 1, 2022 TO DECEMBER 31, 2022

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ARTICLE 1. PURPOSE OF AGREEMENT

This agreement entered into between Fillmore County, State of Minnesota; and Law Enforcement Labor Services, Inc., Local No.85. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of the employees of the Fillmore County Sheriff's Office as defined in MSA 179A.14, excluding the Sheriff, Chief Deputy, Confidential Employees, and the classification of: Secretary/Clerk/Records Supervisor/Matron/Fill in Dispatcher and all other County Employees.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc. (LELS)
- 3.2 UNION MEMBER: A member of LELS, Local No. 85
- 3.3 EMPLOYEE: A member of the exclusively represented bargaining unit.
- 3.4 DEPARTMENT: County Sheriff's Office.
- 3.5 REGULAR EMPLOYEE: An employee who has completed the twelve (12)month probationary period.
- 3.6 PROBATIONARY EMPLOYEE: An employee who has not completed the twelve (12)month probationary period.
- 3.7 EMPLOYER: County or its representative.
- 3.8 UNION OFFICER: A duly elected or appointed officer of LELS, Local No. 85.

ARTICLE 4. EMPLOYEE SECURITY

- 4.1 There shall be no discrimination against any employee because of Union membership, or because of race, creed, sex, color, religious or political belief, or any other protected status.
- 4.2 The Union may designate employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of the names of such

Stewards.

- 4.3 The Union shall have access to the premises of the Employer at reasonable times and subject to the rules to investigate grievances and for other reasonable purposes.
- 4.4 For such employees as authorized in writing, the Employer shall deduct from the first pay of each month the amount of the Union dues currently in effect and shall remit such monies to the duly designated officer of the Union.
- 4.5 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 at the direction of the Union by the Employer under the provisions of this Article.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of Fillmore 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 reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6. EMPLOYEE RIGHTS - 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 REPRESENTATIVE:
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 hour's only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

6.4 PROCEDURE:

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

- STEP 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 by the Union within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.
- STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Sheriff. The Sheriff shall give the Union the Sheriff's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days or shall be considered waived.
- STEP 3. If appealed, the written grievance shall be presented by the Union and discussed with the Board of Commissioners. The Board of Commissioners shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Board of Commissioner's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 3A. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, 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 State law.

6.5 ARBITRATORS AUTHORITY:

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of the law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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 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 involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 6 or a procedure such as: Civil Service, Veteran's Preference, or Human Rights. If appealed to any procedure other than Step 4 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article 6 or another appeal procedure and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of Article 6. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 7. HOURS OF WORK

- 7.1 The Employer is the sole authority in establishing work schedules.
- 7.2 Regular full time employees will normally work 2080 hours in a 12 month period.
- 7.3 All compensated hours shall be counted as hours worked excluding On Call time.
- 7.4 This Article is intended only to define the normal hours of work and provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

ARTICLE 8. OVERTIME, ON-CALL, PREMIUM PAY AND MANDATORY SCHOOLING

- 8.1 All work in excess of an employee's regularly scheduled shift, shall be compensated for at one and one-half (1½) times the employee's regular straight time hourly rate of pay, or as otherwise required by the Fair Labor Standards Act
- 8.2 Overtime shall be divided as equally as possible among qualified employees. No employee shall be penalized for declining overtime except in the case of an emergency.
- 8.3 An employee called back to work after completion of a regular shift, while on vacation, on a day off or required to attend court while on vacation or on a day off, shall receive a minimum of two (2) hours at one and one-half (1½) times the employee's regular straight time hourly rate of pay. This subsection shall not apply to any time contiguous with the beginning or

ending of an employee's scheduled shift. An extension or early report for duty does not qualify an employee for the minimum above. An employee notified of Court cancellation after 2:00 pm the day before court shall receive two (2) hours of regular pay.

- 8.4 Time spent attending all mandatory schooling and duty training, including staff meetings, conducted in excess of forty (40) hours worked per week, shall be compensated for at one and one-half (1 ½) times the employee's regular straight rate of pay.
- 8.5 Compensatory Time: An employee has the option of submitting such things as overtime, call time, and court time in for pay at time and one-half (1½) OR turning in and receiving one hour and one-half (1½) compensatory time for each hour turned in. This shall be limited to a maximum of fifty-three (53) hours turned in and a maximum accrual of eighty (80) hours. Employees shall be vested in all unused compensatory hours.
- 8.6 Shift Differential: For hours worked after 6:00 p.m. and before 6:00 a.m. a shift differential of one dollar (\$1.00) per hour will be added to those hours worked. This change will take effect on the first pay period following ratification of the 2018 labor agreement.
- 8.7 An employee who is scheduled to be On-Call shall receive \$4.00 per hour for all time required to be available for work. If the employee is scheduled for On-Call during a holiday, the pay rate shall be \$5.00 per hour. If the employee is called to duty, the employee shall receive their regular rate of pay for all hours actually worked. On-Call time shall not be counted toward overtime unless the employee is called out on duty, then the actual hours worked shall be counted toward overtime calculation. An employee being called to duty while On-Call is not considered a call back as defined in Section 8.3 and therefore is paid their regular rate only for actual hours worked.
- 8.8 An employee certified in FTO, DARE instructor and Training Program shall receive an additional \$1.00 per hour while performing these extra duties.

ARTICLE 9. PAID TIME OFF PLAN

9.1 Policy Statement

It is the policy of Fillmore County to provide employees necessary paid time away from work. This policy is implemented by means of the Paid Time Off policy. Paid Time Off can be utilized for any purpose, subject only to necessary request/approval procedures consistent with policy and labor contracts.

9.2 Eligibility

- a. Only full-time and eligible part-time hourly and salaried employees shall accrue annual paid time off at their regular rate of pay. To be eligible to take paid time off, the employee must be in active pay status.
- b. Temporary, seasonal and intermittent employees are not entitled to paid time off, but may request permission from their Department Head to take unpaid vacation time.
- c. Employee groups covered by collective bargaining agreements must negotiate participation in the Paid Time Off policy through the collective bargaining process.

9.3 **Accrual Rates:**

Full time employees:

<u>Years of Service</u>	<u>Hours accrued per pay period</u>	<u>Annual Accrual Rate</u>
0-5	7.38	191.88
6-10	8.32	216.32
11-15	9.24	240.24
16 or more years	10.17	264.42

Eligible part-time employees:

<u>Completion of</u>	<u>Hourly Accrual Rate</u>
0 through 10,400 hours	.0923 hr.
10,401 through 20,800 hours	.1040 hr.
20,801 through 31,200 hours	.1155 hr.
31,201 hours and over	.1271 hr.

Effective January 1, 2020, all employees shall have a PTO accrual cap of 500 hours. Current employees whose PTO is greater than 500 hours as of January 1, 2020 shall have the hours in excess of 500 paid out to the employee's individual post-employment health care savings account.

9.4 **Paid Time Off**

The rate of paid time off pay shall be the employee's regular straight-time rate of pay in effect during the employee's paid time off period. No employee shall be permitted to waive paid time off for the purpose of receiving double pay.

9.5 **Holiday during Paid Time Off**

If an official holiday occurs during scheduled paid time off, the day's pay will be designated as holiday pay, and the employee shall not be charged paid time off on the day of the holiday's observance.

9.6 **Paid Time Off During Unpaid Leave**

Paid time off leave shall not be earned by any employee who is in a non-active pay status.

9.7 **Ambulance and Fire Calls**

Those County employees serving as volunteer fire fighters and ambulance personnel may answer calls during working hours with the approval of their Department Head. However, for the time away from their job, they may use accumulated paid time off hours, compensatory time or make up the time, with the approval of the Department Head, in such a manner that it will not qualify as overtime.

9.8 **Paid Time Off Scheduling**

- a. Department Heads are responsible for scheduling paid time off leave for employees under their supervision.
- b. Employees shall not be allowed to take paid time off until after it has been earned.
- c. The employee who requests time off first shall be given priority consideration in vacation scheduling. Other circumstances may be considered.
- d. The minimum amount of paid time off that can be taken at any one time is one half (1/2) hour.
- e. Non-emergency use must be requested in advance per departmental practices. Emergency use may require documentation of the emergency as soon as possible.
- f. At any time of the year, if an employee wishes to take paid time off in excess of five (5) consecutive working days, he/she should request such time off from the appropriate Department Head at least thirty (30) days prior to the beginning date of the time off.

9.9 **Accumulation of Paid Time Off and Annual Cash Out Option**

Employees may cash out a portion of accrued paid time off once per calendar year. The following restrictions will apply:

- a. Employee must have used a minimum of 80 hours of paid time off, taken off 80 hours of comp time, or any combination of the two totaling at least 80 hours during the previous calendar year, and
- b. Employee must request payment of accruals from Auditor/Treasurer's Office by November 30th of each year, and
- c. A maximum of 160 hours can be paid to the employee as long as a minimum of 80 hours are retained. Employee must recognize that this will be taxable

income. Employees may be able to defer cash out payments in accordance with deferred compensation regulations. Accruals will not exceed the cap of 800 hours at any time. Effective January 1, 2020, accruals will not exceed the cap of 500 hours at any time.

- d. Fillmore County grants paid time away from work under its paid time off policy. Employees are encouraged to schedule sufficient time off for relaxation to promote good physical and mental health.
- e. Employees who have accrued over 450 hours of Paid Time Off as provided for in Article 9 of the collective bargaining agreement will have those hours converted into cash and deposited into their post-employment health care savings account. The conversion shall take place annually following the first pay period of December.

9.9 **Donations of Paid Time Off**

The County recognizes that occasionally employees may deplete their paid time off due to catastrophic illness. If an employee wishes to voluntarily donate hours to another, this will be allowable with these restrictions:

- a. Recipient's serious illness must be verified by a physician's statement on forms provided by the County.
- b. Employee must have used 80 hours of paid time off during the previous year. and
- c. Donor must retain a minimum of 80 hours following the donation, and
- d. Recipient must be eligible for paid time off benefits, and
- e. Donated hours will be in increments of 8 hours, and
- f. Transfers will be made at the rate of the giver, but used at the salary rate of the receiver, and
- g. Transfers will be irrevocable.
- h. Donated leave will not be available when the illness or injury is work related and workers compensation applies.

9.10 **Paid Time Off Upon Termination**

- a. Upon termination of employment, whether voluntary or involuntary, with Fillmore County, any accrued Paid Time Off up to the cap of 800 hours shall be paid to the employee's individual post-employment health care savings plan. Effective January 1, 2020, the cap shall be up to 500 hours paid to the employee's individual post-employment health care savings plan.

- b. When any employee is laid off, accrued Paid Time Off up to the cap of 800 hours will be paid to the employee's post-employment health care savings plan. Effective January 1, 2020, the cap shall be up to 500 hours paid to the employee's individual post-employment health care savings plan.
- d. Each employee may designate, at any time, a person(s) to receive the employee's accumulated Paid Time Off upon the employee's death. If no such designation is made, then upon death of an employee, all Paid Time Off accumulated by an employee, where applicable, shall be paid first to that person's surviving spouse, then to the children of the deceased employee in equal shares, and otherwise to the estate, heir or beneficiary of the employee.

9.11 **Banked Sick Leave**

- a. Employees with remaining balances of Sick Bank must reduce their balance by no less than fifty (50) hours each year until they are at a zero (0) balance. Employees will be allowed to use or have these hours paid into their post-employment health saving account.

ARTICLE 10. HOLIDAYS

- 10.1 The following days shall be paid holidays for all eligible employees:
- | | |
|--------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents Day | Veterans Day |
| Easter Sunday (only if worked) | Thanksgiving Day |
| Memorial Day | Christmas |
| Fourth of July | |
- 10.2 If a holiday listed in subsection 10.1 falls within a calendar week (Sunday through Saturday) and an employee is required to work their regularly scheduled shift within that calendar week, the employee shall be paid for the holiday in addition to the wages paid for the time worked in that calendar week.
- 10.3 Holiday pay shall be paid in the pay period in which it is earned.
- 10.4 In addition to the above, each employee shall receive one-half(½) day as a Floating Holiday, which shall be taken at the option of the employee, with the approval of the Department Head. If the one-half(½) floating holiday is not taken by December 1st of each year, it shall then be paid to the Employee.
- 10.5 An Employee required to work on one of the above listed holidays, the employee shall receive one and one half (1½) times the employee's regular

holiday pay in addition to their regular pay for hours worked.

ARTICLE 11. LEAVES OF ABSENCE

- 11.1 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as any other illness not connected with employment.
- 11.2 Military leave shall be granted in accordance with Federal and State Statutes.
- 11.3 A written request for unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of such leave, and shall be approved only if the requested leave does not conflict with the needs of the department. Approval for such leave must be obtained from the Sheriff and the Board of Commissioners.
- 11.4 The Employer must grant an Employee leave of up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the Employee's child, provided that conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the Employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not disrupt unduly the operations of the Employer. This leave shall be unpaid except that an Employee may substitute any accrued paid leave or use their accrued compensatory time for any part of the leave under this section.
- 11.5 Employees injured while on duty shall be paid the difference between the employee's regular rate of pay and any workers' compensation benefit for a period not to exceed three (3) months, commencing no sooner than three (3) calendar days from the occurrence of the injury. Such times shall not be charged against the employee's PTO or other accumulated leave. This section is further interpreted as follows:
- (1) Employees can use the three (3) months consecutively for a work-related illness or injury.
 - (2) The benefit is usable within a twelve-month period following the date of injury or illness and thereafter based on competent medical authority, under the workers' compensation laws, affirming the illness or injury was job related under Article 11, Section 11.5.
 - (3) The parties recognize the EMPLOYER can be released from responsibility under this Article by competent medical authority ending treatment before the twelve-month period is expired.
- 11.6 In addition to the benefits listed under Article 11.5, employees shall receive the following benefits while on a valid workers' compensation leave:

- (1) Employees may use available PTO while on a valid workers' compensation leave in order to receive a "full" paycheck. Said usage of PTO shall be calculated on a "net pay" basis and must be requested in writing.

ARTICLE 12. DISCIPLINE

- 12.1 Employees will be disciplined only for just cause. Discipline may start at any level depending upon the severity of the offense and may include any of the following:
 - a. Oral reprimand;
 - b. Written reprimand;
 - c. Suspension;
 - d. Demotion;
 - e. Discharge.
- 12.2 Suspensions, demotions and discharges will be in written form and submitted to the employee. If the employee requests, a copy shall be submitted to the Union.
- 12.3 Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer.
- 12.4 An employee who is questioned regarding an investigation of a matter that may lead to disciplinary action may request that a Union Steward be present during the questioning. The Employer shall be under no obligation to inform the employee of this provision prior to questioning.
- 12.5 Employees who have completed the required probationary period and who receive a written reprimand or are suspended, demoted or discharged shall have the right to appeal the disciplinary action through the grievance procedure of Article 6 of this Agreement, subject to the limitations set forth in Article 6.7, Choice of Remedy.
- 12.6 During the probationary period a newly hired or rehired employee may be disciplined or discharged without right of grievance or appeal.

ARTICLE 13. INSURANCE

- 13.1 All eligible employees covered by this agreement will be granted the opportunity to participate in the County's insurance plans and will receive the same insurance benefits granted by Fillmore County to all its eligible employees.
- 13.2 Employer agrees to abide by MSA 466.04, 466.07 and 471.44 relative to false arrest coverage.

- 13.3 Any changes in Fillmore County insurance plans will be granted to eligible Local #85 Law Enforcement employees.
- 13.4 Term life insurance of \$5000 with double indemnity will be provided for all eligible employees under the age of 65. Term life insurance of \$2500 with double indemnity will be provided for all eligible employees over the age of 65.
- 13.5 A VEBA with Health Reimbursement Arrangement is established for active employees.
- a. Establishment of VEBA: Effective January 1, 2004, Employer shall adopt the Minnesota Service Cooperative's VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. Employer and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501 (c) (9) of the Internal Revenue Code.
 - b. Benefits provided through the VEBA. Employer shall provide the following welfare benefit arrangement through the VEBA Plan: The Health Reimbursement Arrangement for Active Employees.
 - c. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees shall be paid by the Employer. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. (The County has not adopted a plan for retirees) Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.
 - d. Employer Contributions to the Health Reimbursement Arrangement for Active Employees:
 1. Contribution to the Eligible Employees' Plan: Employer will make a monthly contribution to individual accounts under the Health Reimbursement Arrangement for Active Employees for qualifying employees who are members of this Collective Bargaining Agreement in accordance with the following schedule: The County participates in the cost of the group coverage up to an amount set by the County Board. All employees of the bargaining unit will contribute \$25 per pay period to their Post-Employment Health Care Savings Plan
 2. Group Health Plan: Employer shall make available the

group health plan described as The VEBA Plan in the summary attached hereto. With respect to qualifying employees who are members of this Collective Bargaining Agreement, the County participates in the cost of the group coverage up to an amount set by the County Board.

ARTICLE 14. PROBATIONARY PERIODS, SENIORITY

- 14.1 All newly hired or rehired employees shall serve a twelve (12) month probationary period, during which time they may be terminated at the sole discretion of the Employer. Employees who are promoted to a new position must also serve a six (6) month probationary period. A promoted employee who does not successfully complete the six (6) month probationary period may, at the discretion of the Sheriff, return to their previous or comparable position if available. Paid Time Off and sick leave benefits may be used at any time after they are earned.
- 14.2 Upon completion of the probationary period employees shall become regular employees within the meaning of this Agreement and shall have seniority dating from the beginning date of their continuous service.
- 14.3 In the event of a layoff or recall seniority will be the determining criterion. Employees to be laid off shall receive fourteen (14) days advance notice of layoff. Recall rights under this provision will continue for twenty-four (24) months after layoff.
- 14.4 Recalled employees shall have seven (7) days after notification of recall by certified restricted delivery mail at the employee's last known address to respond with their intent to return, and up to fourteen (14) additional days to report to work or forfeit all recall rights. The Employer will not employ probationary, seasonal, temporary, or part-time employees while employees in this agreement are in layoff

ARTICLE 15. WAGES

- 15.1 Hourly wages shall be set forth in Appendix A of this Agreement.
- 15.2 Step movement shall occur on the employee's anniversary date of hire or date of promotion.
- 15.3 Employees called for jury duty shall receive their regular compensation but must return all jury duty fees to the Employer. Upon completion of jury duty, a letter from the court showing number of hours or days of jury duty served and amount of fees received should be forwarded to the department head and Human Resources. Employees may retain mileage allowances.15.4 Fillmore County will pay for the cost of P.O.S.T license renewal for all members of the bargaining unit who require such license for employment with the County.

ARTICLE 16. WAIVER

- 16.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions are hereby superseded.
- 16.2 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 by 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 with the knowledge of contemplation of either or both parties at the time this Contract was negotiated or executed.

ARTICLE 17. SAVINGS CLAUSE

- 17.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Fillmore County. In the event any provision of this Agreement be held to be contrary to the law by a court of competent jurisdiction from whose final decree or judgment no appeal has been taken within the time limit provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 18. SAFETY EQUIPMENT

- 18.1 The Employer agrees to provide safe working conditions for its employees. The employees agree that they will be aware of, know the uses of, and will in all instances use all the safety equipment furnished to them by the Employer.

ARTICLE 19. UNIFORM ALLOWANCE

- 19.1 The first year allotment for Deputies shall consist of the following new articles: three(3) pair of uniform pants; three summer uniform shirts (short sleeve); three (3) winter uniform shirts (long sleeve); summer hat; winter hat; one (1) winter jacket and one (1) summer jacket. A jacket with a removable lining may be substituted for the separate winter and summer jacket. Two (2) neckties and tie clip; collar brass for coat and shirt; shirt and jacket badges (2); name tag for shirt and coat; leather or nylon gun belt, trouser belt and belt goods, including, holster, mace and case, handcuff case and handcuffs, ammo case, key holder; flashlight and holder; uniform traffic ticket holder and clip board.

- 19.11 After one (1) year of continuous service, Deputies covered under this Agreement shall receive \$55.00 per month for uniform allowance.
- 19.2 The first year allotment for Jailers will consist of the following new articles: three (3) pair of uniform pants; four (4) uniform shirts; one (1) regular trouser belt; and one sweater or pull-over (to be approved by the Sheriff). Sweater or pull-over must have an approved Fillmore County Sheriff's Office embroidered logo or FCSO patches.
- 19.3 The first year allotment for Dispatchers will consist of the following new articles: three (3) pair of pants (ex: chinos, khakis, cargo style); four (4) shirts in button down or polo style; one regular trouser belt; and one (1) sweater or pull-over (to be approved by the Sheriff). Shirts and sweater/pullover must have an approved Fillmore County Sheriff's Office logo.
- 19.31 After one (1) year of continuous service, Jailers and Dispatchers covered under this Agreement shall receive \$40.00 per month for uniform allowance.
- 19.4 All first year allotment, or its equivalent, shall be returned to the Fillmore County Sheriff's Department upon the termination of employment of any Deputy or Dispatcher. In addition, any equipment which bears the Fillmore county name or initials shall be returned to the Department upon the termination of employment of any Deputy, Jailer or Dispatcher.
- 19.5 Initial issue or goods purchased with the annual uniform allowance shall not be personalized or bear the name or initials of the person who purchased or uses such equipment.

ARTICLE 20. STRIKE

- 20.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the flail, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

ARTICLE 21. DURATION OF AGREEMENT

21.1 This Agreement shall be effective from the 1st day of January 2022 until the 31st day of December 2022, and shall remain in full force and effect from year to year thereafter unless either party shall give written notice prior to the expiration date of its desire to amend the Agreement.

21.2 All provisions of this Contract are retroactive to January 1, 2022.

IN WITNESS HEREOF, the parties hereto set their hands and seal this 15th day of June, 2022.

FOR FILLMORE COUNTY



Chairman of the County Board


County Coordinator

**FOR LAW ENFORCEMENT
LABOR SERVICES, INC.**


LELS Representative


President, LELS Local #85


Secretary, LELS Local #85

**APPENDIX A
WAGES**

2022 LELS Pay Plan- 3.0% COLA											
	Step	1	2	3	4	5	6	7	8	9	10
Grade 8	Hourly	\$23.19	\$23.97	\$24.74	\$25.52	\$26.28	\$27.05	\$27.83	\$28.60	\$29.38	\$30.15
Jailer	Monthly	\$4,019.56	\$4,154.61	\$4,287.78	\$4,422.83	\$4,556.01	\$4,689.18	\$4,824.23	\$4,957.40	\$5,092.45	\$5,225.62
	Annual	\$48,234.76	\$49,855.34	\$51,453.41	\$53,073.99	\$54,672.06	\$56,270.14	\$57,890.72	\$59,488.78	\$61,109.36	\$62,707.44
Grade 9	Hourly	\$24.33	\$25.14	\$25.95	\$26.76	\$27.57	\$28.38	\$29.20	\$30.01	\$30.82	\$31.63
Jail Programmer/ Trainer	Monthly	\$4,216.51	\$4,357.18	\$4,497.86	\$4,638.53	\$4,779.21	\$4,919.89	\$5,060.56	\$5,201.24	\$5,341.91	\$5,482.59
	Annual	\$50,598.11	\$52,286.21	\$53,974.32	\$55,662.42	\$57,350.52	\$59,038.63	\$60,726.73	\$62,414.84	\$64,102.94	\$65,791.04
Grade 10	Hourly	\$25.32	\$26.17	\$27.01	\$27.85	\$28.70	\$29.54	\$30.39	\$31.23	\$32.07	\$32.93
Dispatcher	Monthly	\$4,389.07	\$4,535.37	\$4,681.68	\$4,827.98	\$4,974.28	\$5,120.58	\$5,266.88	\$5,413.19	\$5,559.49	\$5,707.67
	Annual	\$52,668.84	\$54,424.48	\$56,180.10	\$57,935.73	\$59,691.36	\$61,446.99	\$63,202.61	\$64,958.25	\$66,713.87	\$68,492.01
Grade 11-L	Hourly	\$27.86	\$28.75	\$29.65	\$30.54	\$31.44	\$32.32	\$33.22	\$34.11	\$35.01	\$35.89
Deputy	Monthly	\$4,829.85	\$4,983.66	\$5,139.34	\$5,293.14	\$5,448.82	\$5,602.63	\$5,758.31	\$5,912.12	\$6,067.80	\$6,221.60
	Annual	\$57,958.24	\$59,803.90	\$61,672.07	\$63,517.73	\$65,385.89	\$67,231.56	\$69,099.72	\$70,945.39	\$72,813.55	\$74,659.22
Grade 11	Hourly	\$26.78	\$27.67	\$28.57	\$29.46	\$30.35	\$31.24	\$32.14	\$33.03	\$33.92	\$34.81
Lead Dispatcher	Monthly	\$4,642.29	\$4,796.09	\$4,951.77	\$5,105.58	\$5,261.26	\$5,415.06	\$5,570.74	\$5,724.55	\$5,880.23	\$6,034.03
	Annual	\$55,707.44	\$57,553.09	\$59,421.27	\$61,266.92	\$63,135.10	\$64,980.75	\$66,848.93	\$68,694.58	\$70,562.75	\$72,408.41
Grade 12-L	Hourly	\$30.42	\$31.36	\$32.31	\$33.25	\$34.21	\$35.14	\$36.10	\$37.04	\$37.99	\$39.02
Patrol Sergeant Narcotics Officer Lieutenant Emergency Mgr. Sgt./Investigator	Monthly	\$5,272.09	\$5,436.34	\$5,600.59	\$5,763.06	\$5,929.09	\$6,091.56	\$6,257.59	\$6,420.06	\$6,584.31	\$6,763.47
	Annual	\$63,265.07	\$65,236.08	\$67,207.09	\$69,156.67	\$71,149.10	\$73,098.69	\$75,091.12	\$77,040.70	\$79,011.71	\$81,161.60
Grade 14-L	Hourly	\$34.97	\$36.14	\$37.31	\$38.48	\$39.64	\$40.81	\$41.98	\$43.14	\$44.30	\$45.47
Captain	Monthly	\$6,062.17	\$6,264.74	\$6,467.31	\$6,669.89	\$6,870.58	\$7,073.16	\$7,275.73	\$7,478.30	\$7,679.00	\$7,881.57
	Annual	\$72,746.03	\$75,176.90	\$77,607.77	\$80,038.64	\$82,447.00	\$84,877.87	\$87,308.74	\$89,739.61	\$92,147.97	\$94,578.84