

LABOR AGREEMENT
between

COUNTY OF GOODHUE

and

LA W ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 91

January 1, 2022 through December 31, 2022

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2- RECOGNITION	1
ARTICLE 3 - DEFINITIONS	2
ARTICLE 4 - EMPLOYER SECURITY	3
ARTICLE 5 - EMPLOYER AUTHORITY	3
ARTICLE 6 - UNION SECURITY.....	3
ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE	4
ARTICLE 8 - SAVINGS CLAUSE	6
ARTICLE 9 - SENIORITY	6
ARTICLE 10 - DISCIPLINE.....	7
ARTICLE 11 - INJURY ON DUTY	7
ARTICLE 12 - OVERTIME.....	7
ARTICLE 13 - CALL-BACK, COURT TIME	8
ARTICLE 14 - VACATIONS	8
ARTICLE 15 - SICK LEAVE, FUNERAL LEAVE.....	9
ARTICLE 16 - WORK SCHEDULES	10
ARTICLE 17 - HEALTH INSURANCE	10
ARTICLE 18- HOLIDAYS	10
ARTICLE 19 - SEVERANCE PAY	11
ARTICLE 20 - UNIFORM ALLOWANCE AND MAINTENANCE.....	11
ARTICLE 21 - WORKING OUT OF CLASSIFICATION	11

ARTICLE 22 - LEAVES OF ABSENCE.....	12
ARTICLE 23 - JOB POSTING AND EXAMINATION FOR PROMOTIONS	12
ARTICLE 24 - MILEAGE AND MEAL ALLOWANCE.....	12
ARTICLE 25 - LEGAL PROTECTION	13
ARTICLE 26 - WAGES	13
ARTICLE 27 - SHIFT DIFFERENTIAL.....	13
ARTICLE 28 - WAIVER	13
ARTICLE 29 - DURATION	14
APPENDIX A	
SALARY SCHEDULE.....	15
PROFESSIONAL FEES	16
LONGEVITY PAY	16
F.T.O. PAY	16
APPENDIX B - INITIAL UNIFORM ISSUE	17

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2022, between THE COUNTY OF GOODHUE, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the LELS.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENTS 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 LELS as the exclusive representative for all essential licensed employees of the Goodhue County Sheriff's Office, Red Wing, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

Deputy Sheriff
Investigator

- 2.2 In the event the EMPLOYER and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services (BMS) for determination.
- 2.3 Neither LELS nor the EMPLOYER shall discriminate against any employee because of LELS membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief.

ARTICLE 3 - DEFINITIONS

- 3.1 LELS: Law Enforcement Labor Services, Inc.
- 3.2 LELS MEMBER: A member of Law Enforcement Labor Services, Inc., Local No. 91.
- 3.3 EMPLOYEE: A member of the exclusively-recognized bargaining unit.
- 3.4 DEPARTMENT: The Goodhue County Sheriffs Department.
- 3.5 EMPLOYER: The County of Goodhue.
- 3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local #91.
- 3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

- 3.9 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 STRIKE: Concerted action in failing to report for duty, the willful absence from one*s position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE 4 - EMPLOYER SECURITY

LELS agrees that during the life of this AGREEMENT that LELS will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of this EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 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 - UNION SECURITY

- 6.1 In recognition of LELS as the exclusive representative, the EMPLOYER shall:
- a) Deduct from the first and second payroll of the month an amount sufficient to provide payments of dues established by LELS from the wages of all employees authorizing, in writing, such a deduction; and
 - b) Remit such deduction to the appropriate designated officers of LELS.
- 6.2 LELS may designate employees from the bargaining unit to act as a Steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of Steward and/or alternate.
- 6.3 The EMPLOYER agrees to notify LELS of any new employee covered by this AGREEMENT.
- 6.4 The EMPLOYER shall make space available on the employee bulletin board for posting LELS notice(s) and announcement(s).

- 6.5 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgements brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 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.

7.2 Union Representation

The EMPLOYER will recognize REPRESENTATIVES designated by the LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. LELS shall notify the EMPLOYER in writing of the names of such LELS REPRESENTATIVES and of their successors when so designated as provided by Section 6.2 of this AGREEMENT.

7.3 Processing of a Grievance

It is recognized and accepted by LELS 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 and an LELS 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 LELS 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.

7.4 Procedure

Grievances, as defined by Section 7.1, 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 as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within (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 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give

LELS the EMPLOYER'S Step 2 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 following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the LELS within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give LELS the EMPLOYER'S Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by LELS shall be submitted to arbitration subject to the provisions of the Public Employer Labor Relations Act (PELRA) 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 (BMS). The union shall submit a request for arbitration within thirty (30) calendar days of the EMPLOYER'S Step 3 response.

7.5 **Arbitrator's Authority**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, 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 LELS, 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 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 LELS 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 LELS providing 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.

7.6 **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 satisfied 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, LELS 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 LELS in each step.

7.7 **Choice of Remedy**

If, as a result of the written EMPLOYER response in Step 3 the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE 7, or a procedure such as: Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 7. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of ARTICLE 7 or another appeal procedure -- and shall give a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of ARTICLE 7.

ARTICLE 8 - SAVINGS CLAUSE

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

ARTICLE 9 - SENIORITY

- 9.1 An employee in the bargaining unit who transfers from another department or bargaining unit of the EMPLOYER shall accumulate total seniority from the other department or bargaining unit only for the purposes of calculating vacation and sick leave.
- 9.2 Seniority shall be determined by the employee's length of continuous employment with the EMPLOYER, by classification recognized by this AGREEMENT. For the purposes of vacation selection and shift bidding only, part-time employees shall earn seniority at one-half (1/2) the rate of full-time employees. Seniority rosters shall be maintained by the EMPLOYER, on the basis of time in grade and time within specific classification.
- 9.3 The initial probationary period shall be one (1) year. During the probationary period a newly- hired or rehired employee may be discharged at the sole discretion of the EMPLOYER.
- 9.4 The probationary period of a promoted or reassigned position shall be six (6) months. Employees replaced or who choose to return to their previous position during the probationary period shall retain all seniority rights under this agreement. During the probationary period of a promoted or reassigned employee, the employee may be replaced in their previous position at the sole discretion of the EMPLOYER.
- 9.5 A reduction of work force will be accomplished on the basis of bargaining unit seniority. The employee in a position to be reduced from force retains bargaining unit seniority in each of the bargaining unit classes in which they have worked. They may choose demotion instead of lay-off if a lower level vacancy exists or he may choose the position of another employee with less bargaining unit seniority in the same or formerly-held class. An employee refusing either of these options shall automatically terminate employment with the Department. An employee on lay-off shall have an opportunity to return

to work within two (2) years of the time of their lay-off before any new employee is hired, except that, any employee on lay-off who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the County.

- 9.6 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, to become part of an employees personnel file shall be read and acknowledged by signature of the employee. Employees and LELS will receive a copy of such reprimands and notices of suspension and discharge.
- 10.4 Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the EMPLOYER.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay. This provision does not apply to Veterans.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a representative of their choosing at such questioning.
- 10.7 Grievances relating to this ARTICLE shall be initiated by LELS in Step 2 of the grievance procedure under ARTICLE 7.

ARTICLE 11 - INJURY ON DUTY

- 11.1 In the event an employee is injured on duty without negligence of the employee and while performing their general duties as a Law Enforcement Officer for the EMPLOYER, a leave of absence, with pay (excluding the year-end holiday pay), may be granted for a period not to exceed seven hundred twenty (720) work hours beginning with the fourth (4th) day after an injury. The first twenty-four (24) hours of an injury shall be charged to an employee's sick leave account. The amount paid by the EMPLOYER shall be the difference between Workers' Compensation payments and the employee's regular rate of pay.

ARTICLE 12 - OVERTIME

- 12.1 Employees will be paid at one and one-half (1 ½) times the employee's regular rate of pay for hours

worked in excess of the employee's regularly scheduled shift.

- 12.2 Overtime shall be distributed as equally as practicable.
- 12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.4 Employees have the obligation to work overtime or call-backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 12.5 In lieu of overtime pay as provided in this section, employees may elect to receive compensatory time at the rate of one and one-half (1 ½) hours for each hour worked. Employees may accumulate up to eighty (80) hours of compensatory time. Compensatory time up to a maximum of eighty (80) hours earned but not used will be carried over to the next year.
- 12.6 Employees required to attend training during their regularly scheduled off duty time will be paid a minimum of two (2) hours at their overtime rate.

ARTICLE 13 - CALL-BACK, COURT TIME

13.1 Call-Back Time

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the four (4) hours minimum.

13.2 Court Time

An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimum.

Employees required to appear in court during their off-duty time who are canceled with less than twenty-four (24) hours notice shall receive two (2) hours pay at their regular rate.

ARTICLE 14 - VACATIONS

Full-time employees shall earn paid vacation according to the following schedule:

0 - 2 years	6 working hours per month.
3 - 5 years	8 working hours per month.
6 - 9 years	10 working hours per month.
10 - 14 years	12 working hours per month.

15 years and over	14 working hours per month.
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- 14.2 No vacation shall be credited to an employee's account until after six (6) months of continuous full-time employment.
- 14.3 Limited carry-over of accrued vacation: Since vacations provide a necessary period of rest, relaxation and refreshment, all employees are expected to take their accumulated vacation within the year following accrual. Not more than two hundred and forty hours (240) hours shall be carried over from one year to the next by any employee unless otherwise approved by the EMPLOYER. Every effort should be made by the Department Heads to encourage the employee to take the vacation earned during the year in which it was earned. Every effort should be made by Department Heads to schedule the work load so that vacation is possible for every eligible employee.
- 14.5 All employees, upon retirement or termination, shall be entitled to the accumulated vacation pay.
- 14.6 One first choice vacation period shall be selected on the basis of department seniority from January 1st until March 1st of each calendar year for the twelve month period between April 1st and March 31st of the next year.

Second or additional vacation requests submitted by March 1st will be approved by department seniority if they do not conflict with another deputy's first choice.

After March 1st, vacation requests will be approved on a first come -- first served basis.

ARTICLE 15 - SICK LEAVE, FUNERAL LEAVE

- 15.1 Sick leave shall be earned by permanent full-time employees at the rate of eight (8) hours for each full month of service.
- 15.2 Earned sick leave may be accumulated to a maximum of nine hundred sixty (960) hours.
- 15.3 To be eligible for sick leave payment, an employee must notify the Department head or their designee, prior to the starting time of their scheduled shift. This notice may be waived if the Department head determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 15.4 Accumulated paid sick leave may be approved for paid employee absences for the following reasons:
 - 15.4.1 Because of employee illness of injury which prevents the employee from performing job duties and responsibilities.
 - 15.4.2 Because of serious illness or death in the employee's immediate family.
- 15.5 The Sheriff, their discretion, may require a doctor's certificate showing the nature of any injury or illness.
- 15.6 Sick leave shall be granted for dental or medical appointments.
- 15.7 An employee may be allowed up to three working days per year, with pay, as funeral leave, said time

not to be deducted from sick leave or vacation time for death in the immediate family. Immediate family is defined as parents, spouse or children of the employee, the employee's brothers or sisters, mother-in-law or father-in-law, grandparents, grandchildren, or any relative or ward of the employee who has resided in the employee's household for a reasonable period.

Employee will be allowed one (1) work day with pay for funeral leave in the event of the death of an employee's brother-in-law or sister-in-law, uncle, aunt, niece, nephew or the uncle, aunt or grandparent of the employee's spouse. If time beyond the one workday is required, the employee may be allowed up to two days of sick leave, based on the approval of the department head or County Administrator.

If the employee is requested to be a pallbearer, the employee shall be granted eight (8) hours off with pay.

ARTICLE 16 - WORK SCHEDULES

- 16.1 The normal work year is two-thousand and eighty (2,080) hours to be accounted for each employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training; and
 - d) authorized leave time.
- 16.2 Holidays and authorized leave time is to be calculated on the basis of actual length of time of the assigned shifts.
- 16.3 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign the employees.

ARTICLE 17 - INSURANCE

- 17.1 Health Savings Account (HSA) medical insurance will be available to all eligible employees. The EMPLOYER's annual contribution to an employee's HSA account will be in the amount equal to 50% of the deductible and shall be made every payroll period in an equivalent amount.
- 17.2 The EMPLOYER will pay the monthly premium for full-time employees for individual group medical and life insurance coverage and pay for 60% of the cost of the employee's monthly dependent Employer group medical insurance premium
- 17.3 The employee shall have the option of insuring dependents by paying the additional cost of the premium.
- 17.4 The EMPLOYER will pay the monthly premium for and forty thousand dollars (\$40,000) life insurance coverage.
- 17.5 All permanent, part-time employees covered by this agreement who are regularly scheduled to work 50% or more of the normal work week shall receive a pro-rated employer contribution towards health insurance based on regular hours worked in the preceding year (For example: If an employee works 20 hours per week, in 2009 they will pay an increase above the increase to full-time employees of 16.7%, 2010 an additional increase of 33.3%, 2011 an additional increase of 50%). If a permanent change in hours occurs in the current year, the EMPLOYER will recalculate the benefit level.

17.6 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 and/or minimize any penalties, taxes or fines for the Employer.

ARTICLE 18 - HOLIDAYS

18.1 The following days will be observed as paid holidays:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

18.2 Employees covered by this agreement shall be given ninety six (96) hours of leave with pay during the year to compensate for holidays.

18.3 In the event the Employer is unable to schedule the ninety six (96) hours of leave, employees shall be paid for any unused and unscheduled leave time in conjunction with the first pay period following December 1 of each year.

18.4 In addition to the ninety six (96) hours of leave, employees scheduled to work on any of the above listed holidays shall be paid at one and one-half (1 ½) times their regular rate for all hours actually worked on the holiday.

18.5 The provisions of this Article shall apply to permanent part-time employees covered by this agreement on a pro-rata basis dependent upon their FTE status. Once the pro-rata holiday hours are exhausted, said employees may use accrued vacation leave to supplement their paycheck when a holiday falls on their regularly scheduled shift.

ARTICLE 19 - SEVERANCE PAY

All permanent employees upon retirement or termination shall be entitled to sixty percent (60%) of the unused sick leave as severance pay. Employees discharged for just cause shall not receive accrued sick leave.

ARTICLE 20 - UNIFORM ALLOWANCE AND MAINTENANCE

20.1 The EMPLOYER shall provide an initial issue of uniforms and all required equipment to each newly hired employee as listed in Appendix B. After the first year of employment, full-time employees shall receive nine hundred thirty five dollars (\$935) and part-time employees shall receive four hundred sixty eight dollars (\$468) for uniforms, footwear, outerwear and uniform maintenance. Equal payments shall be made on or about July 1st and December 31st of each year for a total of \$935 for full-time employees and \$468 for part-time employees.

20.2 In order to receive the semiannual allowance the employee must be currently employed by the county. An employee separating will be given a prorated allowance based on the actual months of service in

relation to a full year.

- 20.3 Uniforms or equipment damaged or destroyed in the line of duty at no fault of the employee shall be immediately replaced by the EMPLOYER. The County will not replace uniforms, clothing, or equipment damaged as a result of normal wear and tear. The employee will be expected to use their uniform allowance for this purpose.

ARTICLE 21 - WORKING OUT OF CLASSIFICATION

Employees assigned the by EMPLOYER to assume the responsibilities and authority of a higher job classification for two (2) or more hours shall receive a wage commensurate with the step on the salary schedule of the higher job classification which will provide at least a 2% increase above the employee's regular rate of pay for the duration of this assignment.

ARTICLE 22 - LEAVES OF ABSENCE

22.1 Military Leave

All existing Federal and State Statutes, applicable to the rights of an employee who is on a leave of absence from Goodhue County for military service, shall be applicable under this AGREEMENT.

22.2 Court Duty

Any employee called and selected for Jury Duty, shall receive regular compensation and other benefits for such duty. Pay received for Jury Duty must be given to the EMPLOYER by the employee. Pay for the expenses may be kept by the employee.

22.3 Parenting Leave

Maternity leave, not to exceed six (6) months, may be granted by the EMPLOYER upon request of an employee. An extension of a maternity leave may be granted by the EMPLOYER under mutually-agreeable circumstances between the EMPLOYER and the employee. All maternity leave shall be without compensation. Sick leave and vacation time and seniority shall not accumulate during any maternity leave but accrued amounts of both shall remain on record at the inception of the leave of absence and shall resume upon return of the employee. Health and welfare benefits described in Article 17 of this AGREEMENT, will be extended at employee expense during the period in which any maternity leave is granted.

22.4 General Leave Regulations

All employees covered by this AGREEMENT are encouraged to give as much prior notice for any leave of absence as possible so that the employer can make appropriate adjustments of staff, to ensure continuation of service to the citizens of Goodhue County.

22.5 Personal Leave of Absence

Personal leaves include all leaves of absence granted for reasons other than for those stated above and shall be granted at the discretion of the EMPLOYER for a period of time not to exceed seven-hundred and twenty (720) hours. Seniority, sick leave or vacation leave shall not accrue during personal leave. Personal leave is automatically extended to the employee on sick leave where accumulated paid leave

expires, until such time as the EMPLOYER decides on a formal extension of personal leave.

ARTICLE 23- JOB POSTING AND EXAMINATION FOR PROMOTIONS

Any position covered by this AGREEMENT, when vacant, shall be posted for fifteen (15) days, on the intranet for information of the members of the unit.

ARTICLE 24 - MILEAGE AND MEAL ALLOWANCE

Any reimbursement for mileage or meal allowance, as a result of approved staff training opportunities, to be paid as a result of this AGREEMENT, shall be reimbursed in accordance with the EMPLOYER'S current policies.

ARTICLE 25 - LEGAL PROTECTION

The EMPLOYER shall provide, through insurance coverage or otherwise, defense, necessary legal expense and other costs, to an employee, against whom a claim is made or a lawsuit is commenced, which is based upon the conduct of the employee acting in the regular course of employment, except for intentional torts, crimes or ordinance violation committed by such employee.

ARTICLE 26 - WAGES

Employees shall be paid in accordance with Appendix A Salary Schedule attached hereto and made a part of this AGREEMENT. New employees may be placed up to and including step 2 of Appendix A unless the Union agrees to a higher placement. Deputy I will be a grade 83 and Investigators will be a grade 85. An employee promoted to an Investigator position will be placed at a step on the Investigator pay grade equal to or greater than 2% above their current pay step on the Deputy I pay scale.

ARTICLE 27 – SHIFT DIFFERENTIAL

- a. A shift differential of \$.75 per hour shall be paid when the employee works a majority of their shift between 6:00 p.m. and 6:00 a.m.

ARTICLE 28 - WAIVER

- 28.1 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.
- 28.2 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 of the parties at the time this CONTRACT was negotiated or executed.

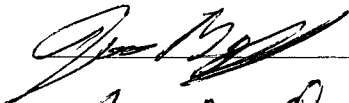
ARTICLE 29 - DURATION


This AGREEMENT shall become effective as of January 1, 2022, and shall remain in effect through December 31, 2022, and shall continue in effect from year-to-year thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the termination date that it desires to modify this AGREEMENT. The Union and County shall have an initial meeting to begin negotiations for the successor Labor Agreement no later than July 1, 2022.

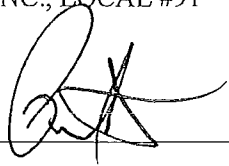
IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this 15th day of March, 2022.


FOR THE COUNTY

FOR LAW ENFORCEMENT LABOR SERVICES,
INC., LOCAL #91









APPENDIX A

2022 WAGE SCHEDULE
2.25% Adjustment on December 25, 2021

Grade	1	2	3	4	5	6	7	8	9	10	11	12
83	27.29	28.62	30.01	31.37	32.69	34.07	35.45	36.14	36.83	37.47	38.24	39.00
84	28.25	29.67	31.08	32.54	33.94	35.33	36.75	37.43	38.17	38.84	39.62	40.42

Effective December 25, 2021 – December 31, 2022

Current Band Grade		1	2	3	4	5	6	7	8	9	10	11	12
83	110.000%	\$27.37	\$28.74	\$30.11	\$31.48	\$32.85	\$34.22	\$35.59	\$36.96	\$38.32	\$39.69	\$41.06	\$42.43
85	107.000%	\$32.51	\$34.14	\$35.76	\$37.39	\$39.02	\$40.64	\$42.27	\$43.89	\$45.52	\$47.14	\$48.77	\$50.39

APPENDIX B

The initial issue of uniforms is:

The following equipment is issued to newly hired patrol deputies. Model, style, color, manufacture, and specific equipment are detailed in the Uniform Policy and are subject to change based on design changes, agency needs and deputy assignments. These changes will be determined by the Sheriff or their designee. Used uniforms and/or equipment in adequate working condition may be issued instead of new.

- 2- Short-sleeved uniform shirts
- 2- Long sleeved uniform shirts
- 3- Uniform pants
- 2- Ties
 - 1- Tie clasp
 - 1- Brown wool police sweater
 - 1- Uniform jacket
 - 1- Patrol rain coat
 - 1- Straw hat with strap and acorn
 - 1- Rain hat cover for straw hat
 - 1- Baseball style hat
 - 1- Winter fur hat
 - 1- Pair Duty Boots or shoes
 - 1- Soft Body Armor (provided when deputy is eligible for state/federal reimbursement)
- 2- Name Tags for uniform and jacket
- 1- Name tag attachment saying "serving since (insert date)"
- 1- Set of collar brass for duty shirt
- 1- Set of collar brass for duty jacket
- 1- Duty belt
- 1- Inner pants belt
- 1- Set of 4 Belt keepers
- 1- Impact Baton
- 1- Impact baton holder
- 1- Chemical Aerosol Spray Holder
- Handcuff case (s)
- 2- Sets of handcuffs
 - 1- Silent key keeper
 - 1- flash light holder
 - 1- Utility tool w/holder
 - 1- Portable holder
 - 1- Duty holster for issued handgun
 - 1- Double Mag. Pouch for issued handgun
 - 1- Off-duty holster for issued handgun
 - 1- Off-duty magazine holder for issued handgun
 - 1- Off-duty handcuff holder for issued handcuffs
 - 1- Protective glove pouch
 - 1- Taser holster for issued Taser
 - 1- Identification case
 - 1- Identification case sheriff badge
- 2- Sheriff's badges
 - 1- Hat Badge
 - 1- Gun cleaning kit for issued handgun

B. Professional Fees

The EMPLOYER shall pay the license fee for all members of the bargaining unit who are required to have a P.O.S.T. license pursuant to Minnesota Statute. In the event an employee terminates employment with the Employer, the employee shall be responsible for repaying the Employer the remaining balance on a pro-rata basis.


C. F.T.O. Pay

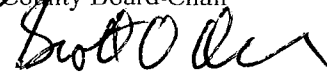
Employees assigned as Field Training Officers shall receive one (1) hour of compensatory time for each shift spent with a trainee.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GOODHUE COUNTY
AND
LAW ENFORCEMENT LABOR SERVICES, INC. #91

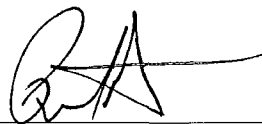
1. LELS #91 Investigators who are assigned on-call will receive \$1.25 per hour compensation for hours beyond the normal workday during the on-call period. For the purpose of calculating compensation, the number of hours worked beyond the normal workday is 16 hours on Monday through Friday and 24 hours on Saturday and Sunday. LELS # 91 Investigators will receive \$1.75 per hour if on-call during an observed holiday.
2. LELS #91 Investigators who are assigned on-call will receive regular overtime pay when called back to work, or working from home, as set forth in the Labor Agreement.
3. The effective date for this on-call program will be January 1, 2022.


IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this 15th day of March 2022.



County Board Chair


Scott Arneson, Administrator



Rick Mathwig, Business Agent


Trevor Sullivan, Steward

**LETTER OF UNDERSTANDING
BETWEEN
GOODHUE COUNTY
AND
LAW ENFORCEMENT LABOR SERVICES, INC. #91**

This Letter of Understanding is entered into between Goodhue County (hereinafter EMPLOYER) and Law Enforcement Labor Services, Inc. #91 (hereinafter LELS #91).

WHEREAS, the EMPLOYER and LELS #91 are parties to a collective bargaining agreement; and

WHEREAS, the parties have expressed a desire to add a Minimum Value Plan health insurance (hereinafter MVP) beginning January 1, 2022.

NOW, THEREFORE, the parties hereto have executed this Letter of Understanding as follows:

MINIMUM VALUE PLAN

1. The MVP, a.k.a. Plan 2, will be available to all eligible employees.
2. The EMPLOYER'S annual contribution into an employee's HSA account will be in the amount equal to 50% of the MVP, a.k.a. Plan 2 deductible.
3. The employee will contribute \$20 per month toward the premium for individual group medical coverage for the MVP, a.k.a. Plan 2. The EMPLOYER will pay the remainder of the monthly premium for full-time employees for individual group medical coverage. The EMPLOYER will pay for 60% of the cost of the employee's monthly dependent Employer group medical insurance premium.
4. The employee shall have the option of insuring dependents by paying the additional cost of the premium.


DURATION

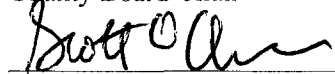
This Letter of Understanding shall remain in effect until December 31, 2022.

COMPLETE AGREEMENT


This Letter of Understanding represents the complete and total agreement between the parties regarding the Minimum Value Plan Health Insurance.

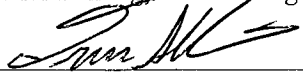
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this 15th day of March, 2022.



County Board Chair


Scott Arneson, Administrator



Rick Mathwig, Business Agent


Trevor Sullivan, Steward

LETTER OF UNDERSTANDING
BETWEEN
GOODHUE COUNTY
AND
LAW ENFORCEMENT LABOR SERVICES, INC. #91

This Letter of Understanding is entered into between Goodhue County (hereinafter EMPLOYER) and Law Enforcement Labor Services, Inc. #91 (hereinafter LELS #91).

WHEREAS, the EMPLOYER and LELS #91 are parties to a collective bargaining agreement;
and


NOW, THEREFORE, the parties hereto have executed this Letter of Understanding as follows:


SCHOOL RESOURCE OFFICER ASSIGNMENT

1. Deputy Sheriff - Patrol assigned as School Resource Officers will generally be assigned on a 4-year assignment or less beginning January 1, 2020.
2. The assignment of Deputy Sheriff - Patrol to the School Resource Officer role will automatically terminate and expire.
3. The assignment made in accordance with this Letter of Understanding is temporary and shall not be considered a promotion.
 - a. These assignments may be modified or revoked at any time by the Employer, with or without cause, at the Employer's sole discretion.
 - b. An employee removed from this assignment shall receive notice of the reason for their removal from the assignment. An employee removed from these assignments shall have no recourse of the grievance procedure or the Minnesota Veteran's Preference Act, Minn. Stat. § 197.46; and the removal shall not constitute a demotion.
4. The School Resource Officer role will be available for all qualified employees to apply or submit a letter of interest.
5. The Deputy Sheriff - Patrol currently in the School Resource Officer assignment may apply for the assignment.
6. Deputy Sheriff - Patrol who are assigned to the School Resource Officer role will be included in the on-call rotation with Deputy Sheriff - Investigators.
7. Deputy Sheriff - Patrol who are assigned to the School Resource Officer role will be compensated in accordance with the Law Enforcement Labor Services, Inc. #91 contract.


8. This Letter of Understanding shall not in any way constitute a precedent.
9. This Letter of Understanding represents the complete and total agreement between the parties regarding this matter.

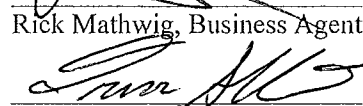
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this 15th day of March, 2022.



County Board Chair


Scott Arneson, Administrator



Rick Mathwig, Business Agent


Trevor Sullivan, Steward

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GOODHUE COUNTY
AND
LAW ENFORCEMENT LABOR SERVICES, INC. #91**

This Letter of Understanding is entered into between Goodhue County (hereinafter EMPLOYER) and Law Enforcement Labor Services, Inc. #91 (hereinafter LELS #91).

WHEREAS, the EMPLOYER and LELS #91 are parties to a collective bargaining agreement

WHEREAS, the second sentence of Article 26 of the 2020-2021 collective bargaining agreement stated in pertinent part:

. . . New employees may be placed up to and including step 2 of Appendix A unless the Union agrees to a higher placement. . . .

NOW, THEREFORE, the parties hereto have executed this Memorandum of Understanding as follows:

1. The second sentence of Article 26 shall be modified as follows for the term of the 2022 collective bargaining agreement, unless the parties mutually agree to extend or renew this Memorandum of Understanding:


. . . New employees may be placed up to and including step 4 of Appendix A unless the Union agrees to a higher placement. . . .

2. After the term of the 2022 collective bargaining agreement, unless the parties mutually agree to extend or renew this Memorandum of Understanding, the language of the second sentence of Article 26 shall revert back to referring to Step 2.
3. This Memorandum of Understanding represents the complete agreement regarding this matter.

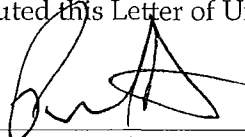
IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this 15th day of March 2022.



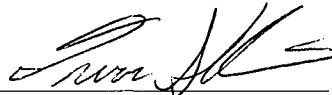
County Board Chair



Scott Arneson, Administrator



Rick Mathwig, Business Agent



Trevor Sullivan, Steward