

***AGREEMENT***  
***BETWEEN***  
***COUNTY OF JACKSON***  
***AND***  
***LAW ENFORCEMENT LABOR SERVICES, INC.***  
***(LOCAL NO. 233)***  
***Supervisor's Unit***

***January 1, 2023 to December 31, 2025***

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## **ARTICLE 1. PURPOSE OF AGREEMENT**

- 1.1. This Agreement (hereinafter referred to as Agreement) is entered into between Jackson County, Minnesota (Employer), and Law Enforcement Labor Services, Incorporated (LELS). Both parties, through this Agreement, agree to continue their dedication to the highest quality of public service. In furtherance of that goal, the parties express that the intent and purpose of this Agreement is to:
  - A. Express in written form the complete Agreement between the parties on hours, wages, and other conditions of employment and to specify the duration of this Agreement;
  - B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement;
  - C. Specify the full and complete understanding of the parties; and,
  - D. Insure against any interruptions of work and interference with the efficient and effective rendering of services to the public.

## **ARTICLE 2. RECOGNITION**

- 2.1. All essential supervisory employees of the Jackson County Sheriff Department who are public employees within the meaning Minn. § 179A.03 Subd. 14, including Sergeant, Jail/Dispatch Administrator, Jail/Dispatch Supervisor excluding confidential and all other employees.
- 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 for determination.

## **ARTICLE 3. DEFINITIONS**

- 3.1. LELS: Law Enforcement Labor Services, Incorporated.
- 3.2. Employer: Jackson County.
- 3.3. Employee: A member of the exclusively recognized bargaining unit as defined in Article 2, Section 2.1 herein.
- 3.4. Employer Seniority: Length of continuous service with Employer from last date of hire.
- 3.5. Job Class Seniority: Length of service in any job classification covered by the Agreement.
- 3.6. Days: Unless otherwise indicated, means calendar days.
- 3.7. Lay-Off: Separation from service with the Employer by lay-off.
- 3.8. Promotion: A change of an employee from a position in one job classification to a position in another job classification within the bargaining unit.

- 3.9. Transfer: A change of employee from one position to another position in the same compensation range.
- 3.10. Probationary Period: The first one thousand and forty (1040) hours of service for an employee promoted from a position within the Jackson County Sheriff's Office, and the first two thousand and eighty (2080) hours for an employee hired from outside of the Jackson County Sheriff's Office, inclusive of paid leave, excluding all overtime hours.
- 3.11. Base Pay Rate: The employee's hourly or monthly pay rate exclusive of overtime pay or any special allowances. Base pay rate for full-time employees is calculated on an annual work schedule of fifty-two (52) forty (40) hour weeks, totaling two thousand and eighty (2,080) hours.
- 3.12. Emergency: A crisis situation or condition which may be reasonably, expected to endanger life or property as defined by the County of Jackson.
- 3.13. Pyramiding: The duplication of payments for the same hours of work.
- 3.14. Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.

#### **ARTICLE 4. UNION SECURITY**

- 4.1. In recognition of LELS as the Exclusive Representative:
  - A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by LELS from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and LELS.
  - B. The Employer shall remit such deductions monthly to the appropriate designated officer of LELS with a list of the names of the employees from whose wage's deductions were made; and
  - C. LELS shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 4.2. LELS agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders of judgments brought or issued against the Employer under all provisions of this Article, and under provisions of Minn. § 179A.06, subdivision 3, relating to "fair share."
- 4.3. LELS may designate no more than two (2) employees from the bargaining unit to act as steward and shall, within five (5) days of such designation, certify to the employer in writing of such choice, and the designation of successors to a former steward.
  - A. The Employer agrees to recognize any steward certified by LELS as provided in this Section subject to the following stipulations:

1. LELS may designate an employee from the bargaining unit to act as representative and shall inform the Employer of such choice and of any changes in designation in writing.
  2. The steward and other LELS officers who are County employees shall not leave their work stations without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work station. Permission to leave a work station for union business will be limited to the investigation and presentation of grievances.
  3. The Employer agrees to allow the others and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval of the Employer and without pay, for the purpose of conducting LELS business when such time off will not unduly interfere with the operations of the department.
- B. Non-employee representatives of LELS previously certified to the Employer as provided herein shall be permitted to come on the premises of the employer for the purpose of investigating grievances provided the LELS representative does not interfere with the work of employees. LELS agrees there shall not be solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other LELS activities on the employee's work time.
- 4.4. The Employer agrees not to enter into any agreement with employees, individually or collectively, or with any other organization; concerning the terms and conditions of employment for employees in the bargaining unit covered by this Agreement, which in any way conflicts with the provisions of this Agreement.
  - 4.5. The Employer agrees to provide electronic copies of work rules and regulations to employees.
  - 4.6. The Employer agrees to make space available in the Law Enforcement Center on a bulletin board for the posting of union notice(s).

## **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1. It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever rights and authority necessary to operate and direct the affairs of the Jackson County Sheriff's Office 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 office, to determine the methods, means, organization and number of personnel by which such operations and services are being conducted; to assign and transfer employees; to schedule working hours and to assign overtime as equally as practicable; to determine whether goods or services should be made or purchased; to hire, promote, 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. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:

- A. Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities.
- B. Take whatever actions may be necessary to carry out the missions of the County in emergencies.
- C. Any terms and conditions of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to establish, modify, implement and/or eliminate.

**ARTICLE 6. SENIORITY**

- 6.1. The Employer shall establish seniority lists which shall:
  - A. Show employee seniority and job classifications.
  - B. Be updated annually and posted in the Sheriff's office with a copy available to LELS Representatives upon request.
- 6.2. In the event of layoff, employees with the least seniority, in the affected classification, shall be laid off first; provided, however, that an employee may bump back into a lower classification provided the employee has greater seniority and is qualified to perform all of the work of the lower classification remaining to be done. In the event of rehire, the last employee laid off shall be the first rehired, providing the employee is qualified to perform the work assignments.
- 6.3. Employees on layoff shall retain recall rights for a period of one (1) year from date of layoff. Notice of recall shall be in writing, sent by registered mail to the last known address of the employee. In the event an employee does not return to work within fourteen (14) days after the date of recall, or on any other date mutually acceptable to the employee and Employer, the employee shall be automatically terminated from employment.

**ARTICLE 7. OUTSIDE EMPLOYMENT**

- 7.1. An employee may accept outside employment during his or her off duty hours, provided such employment is not illegal and would not bring discredit to the employee's position or to the Employer.
- 7.2. Outside work is to be regarded as secondary to regular County employment and shall not interfere with the availability of employee for emergency or call-in duty during their regular work period.
- 7.3. The use of County property (e.g., uniforms, weapons, vehicles, etc.) shall not be allowed to be used if an employee accepts outside employment.
- 7.4. Non-County work which could create a conflict of interest with the County Government will not be allowed, and decisions on such matters shall be left to the Sheriff with assistance from the County Board. Any employee's willful failure to disclose that the employee is participating in non-County employment which may potentially be a conflict of interest may be grounds for disciplinary action, including suspension or dismissal.

## **ARTICLE 8. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE**

### **8.1. 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.

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.

### **8.2. PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received 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.

### **8.3. PROCEDURE**

Grievances, as defined by Section 8.1, 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 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, and 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 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 EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYERS 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.

- Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the County Personnel Committee. The County Personnel Committee shall give the UNION the EMPLOYERS 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 County Personnel Committee'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 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.
- Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

#### 8.4. ARBITRATOR'S 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 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 law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the 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.

#### 8.5. 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 EMPLOYERS 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.

### **ARTICLE 9. PROBATIONARY PERIOD**

- 9.1. All newly hired or rehired employees shall serve a probationary period as set forth in paragraph 3.10 of this Agreement.
- 9.2. A promoted or transferred employee shall serve a trial period of one thousand forty (1040) hours, inclusive of paid leave, excluding all overtime hours. During the trial period a promoted or transferred employee may be returned to employee's former classification at the sole discretion of the employer.
- 9.3. A transferred employee who does not satisfactorily complete the probationary period shall revert back to the employee's former classification or another classification where a vacancy exists, if any.
- 9.4. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

### **ARTICLE 10. WORK SCHEDULES - PREMIUM PAY**

- 10.1. 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.
- 10.2. The normal work year for employees is two thousand eighty (2,080) hours to be accounted for by each employee through:
  - A. hours worked on assigned shifts;
  - B. holidays;
  - C. assigned training;
  - D. authorized leave time.
- 10.3. A normal workweek shall be an average of forty (40) hours.
- 10.4. Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Sheriff.

- 10.5. Employees shall be compensated at one and one-half (1 & 1/2) times the employee's regular base rate of pay for hours assigned to work in excess of an averaged forty (40) hour week. Changes in shifts at employee's request shall not qualify an employee for overtime pay.
- A. Employees shall have the right to convert overtime pay to compensatory time at the rate of one and one half (1 & 1/2) hours of compensatory time for every hour of overtime worked to a maximum of seventy (70) hours. Compensatory time shall be taken only with the approval of the Sheriff.
- 10.6. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provision of this Agreement, nor shall there be any pyramiding of premium compensation.
- 10.7. All employees required to be on call shall be compensated at a rate of \$4.00 per hour for each hour on call.
- 10.8. Employees working any shift that begins on the same calendar day as when the County Courthouse is closed for an emergency will receive one and one-half (1 & 1/2) times pay for the same number of hours as the closing. If the employee is already on overtime pay, they shall receive double time (2 times) pay for those hours.
- 10.9. Contractual Services: The Employer and the LELS recognize that the Employer may provide contractual police services. "Contractual Police Services" shall be defined as the provision of police services to individuals or organizations for those situations which may require more than normal police services and for which the Employer charges and receives a specific fee for such services. "Contractual Police Services" does not include regularly scheduled contracted police services with cities located in the County.
- A. The Employer represents that it will make reasonable efforts to assign said contractual police services only to those employees who have volunteered to perform the same during other than normally scheduled shifts.
- B. The Employer reserves the right to assign employees to work contractual police services as determined by the Employer.
- C. Employees working the aforementioned duties and contractual police services shall be compensated at a rate of one hundred dollars (\$100.00) per hour for time worked on contractual police services.
- D. There shall be no pyramiding for overtime pay purposes.
- 10.10. Field Training Compensation: Employees designated by the County to perform field training shall receive one-quarter (.25) hours of overtime for every two (2) hour block conducting field training duties, as assigned.

## **ARTICLE 11. HOLIDAYS**

- 11.1. Full-time employees shall be entitled to the following holidays to be observed as an eight (8) hour day off from regular duties at the employee's regular rate of pay:

New Year's Day

January 1



21 +Years      16                      192                      384

12.3. Vacation requests from employees for three (3) consecutive calendar days or less are to be submitted five (5) days in advance of requested vacation leave. If more than three (3) consecutive calendar days are requested, twenty (20) days advance written request shall be submitted to the Employer. When requests for annual vacation leave are submitted in advance as outlined herein, department head approval shall be granted on a first request basis. However, in the event two (2) or more employees, on the same day, submit requests for vacation leave to be taken at the same time, the most senior employee shall be given preference.

12.4. Vacation leave shall be used in increments of no less than one-half hour (1/2).

**ARTICLE 13. PERSONAL LEAVE**

13.1. Regular full-time employees and regular part-time employees who are normally scheduled to work 24 hours or more per week are eligible to earn personal leave based on the number of hours they are normally scheduled to work. New employees hired on or before June 30 of any year are eligible to earn the full amount of annual personal leave. New employees hired after June 30 are eligible to earn one-half of the amount of annual personal leave. Personal leave eligibility is shown in the following schedule.

Hours scheduled per week	Personal Leave per year (hours)	Personal Leave for Employees hired after June 30 (hours)
40	16.0	8.0
32 – 39	12.0	6.0
24 – 31	8.0	4.0

13.2. Personal leave may be used immediately upon assignment to an eligible employment classification. Personal leave may be used in increments of one-half (1/2) hour.

13.3. Requests for use of personal leave must be made in writing to the employee's supervisor. All requests for use of personal leave will be evaluated based on workload and staffing needs. Any personal leave not used by the end of the calendar year shall be forfeited. Employees shall not be compensated for accrued personal leave upon termination of their employment, whether voluntary or involuntary.

**ARTICLE 14. SICK LEAVE**

14.1. Sick leave shall be earned by permanent full-time employees at the rate of eight (8) hours for each full month of service.

14.2. Unused earned sick leave may be accumulated to a maximum of nine hundred sixty (960) hours. At the discretion of the Jackson County Board of Commissioners sick leave earned in excess of nine hundred sixty (960) hours may be allowed for catastrophic illness.

- 14.3. Sick leave may be authorized for actual illness or injury, legal quarantine, acute dental or medical treatment necessitating the employee's absence or for serious illness in the employee's immediate family when the employee's presence is necessary. "Immediate family," for the purposes of this section, shall be defined as the employee's spouse, child, stepchild, ward or parent. Sick leave usage shall be subject to approval and verification by the Employer who may reasonably require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave or other information the Employer deems necessary.
- 14.4. To be eligible for sick leave payment, an employee must notify the Employer prior to the starting time of the employee's scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 14.5. An employee injured on duty and eligible for Worker's Compensation benefits may elect to use sick leave or vacation leave to supplement Worker's Compensation benefits provided that the total leave and compensation shall not exceed the employee's normal full pay.
- 14.6. Employees who have an accumulated sick leave balance may trade their sick leave hours to cover the cost of health and wellness-related expenses for the employee and their eligible dependents up to six hundred dollars (\$600.00) per year, provided a minimum of two weeks of sick leave hours remains after reimbursement (80 hours for full-time employees, and pro-rated for part-time employees). Reimbursements under this section shall be governed by the County Sick Leave for Fitness Policy.

#### **ARTICLE 15. MISCELLANEOUS LEAVE**

- 15.1. All miscellaneous leaves, as allowed by County Policy 716 (per revision of May 1, 2018), or in accordance with any State of Minnesota or Federal law, may be used in accordance with the provisions of County Policy 716 (per revision of May 1, 2018) or as allowed by State of Minnesota or Federal law.

#### **ARTICLE 16. SALARY RATES**

- 16.1. Employees covered by this Agreement as defined in Article 2, Section 2.1, herein shall be compensated for each full month of services in accordance with the schedule and provisions attached to this Agreement as Appendix A.
- 16.2. Any salary adjustment provided for in this Agreement shall be effective according to the dates set forth in Appendix A attached hereto.
- 16.3. Eligible part-time employees shall be compensated in accordance with Appendix A attached hereto.

#### **ARTICLE 17. SEVERANCE**

- 17.1. Employees in the positions outlined in Appendix A of this Agreement or promoted from the bargaining unit of LELS Local #53 and were employed by Jackson County on January

10, 1998, shall have the following Severance Pay - employees shall receive a lump sum payment upon termination of employment with the Employer based upon fifty (50) percent of said employees unused accumulated sick leave after ten (10) years of continuous employment and one hundred (100) percent of said employee's unused accumulated sick leave after twenty (20) years of continuous employment. Severance pay shall not be available in any sum to said employee if said employee voluntarily terminates employment prior to ten (10) years of continuous employment service. However, severance pay under the provisions of this paragraph shall apply in the event an employee retires at the age of sixty-two (62) years or older. In the event of a death of an employee during employment who has at least ten (10) years of service or who dies after age sixty-two (62), the severance pay otherwise due to such employees shall be paid to the estate of the employee-decedent.

- 17.2. Employees hired and/or promoted into the positions outlined in Appendix A after January 10, 1998 shall have severance pay as outlined in the County's Personnel Policy.

**ARTICLE 18. POST RETIREMENT HEALTH CARE SAVINGS ARRANGEMENT**

- 18.1. Establishment of VEBA: The COUNTY shall establish a Post-Retirement Health Care Savings VEBA Plan for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The COUNTY 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. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirements of Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).

- 18.2. Payment of Administrative Fees: Administrative fees allocable to individual accounts of active employees, if any, shall be paid by the COUNTY. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

- 18.3. Employer Contributions to the Post-Retirement Health Care Savings Arrangement:

- A. Unused Sick Leave. Within sixty (60) days of the effective date of an eligible employee's retirement, the COUNTY shall pay an employee's Unused Sick Leave balance, otherwise payable to qualifying employees under Article 17 of this Collective Bargaining Agreement, to individual accounts established for those employees under the Post-Retirement Health Care Savings Arrangement and in accordance with the following schedule:

Years of Service	Rate of Sick Leave Payout at Termination
6-10 years	20% of sick leave balance
11-15 years	25% of sick leave balance
16-20 years	30% of sick leave balance
21-25 years	35% of sick leave balance
26-29 years	40% of sick leave balance

30+ years

50% of sick leave balance

In addition, the COUNTY will match 8.65% of the total due and deposit that amount into the VEBA account.

Employees will not be entitled to receive this amount in the form of taxable cash compensation.

- B. Unused Paid Vacation, Compensatory Time and Holiday Bank Hours. Within sixty (60) days of the effective date of retirement, the COUNTY shall pay 100% of an employee's Unused Paid Vacation, Compensatory Time and Holiday Bank Hours balance otherwise payable to qualifying employees under Articles 12, 10 and 11 of this Collective Bargaining Agreement, to individual accounts established for those employees under the Post-Retirement Health Care Savings Arrangement.

In addition, the Employer will match 8.65% of the total due and deposit that amount into the VEBA account.

- C. Employees will not be entitled to receive this amount in the form of taxable cash compensation.

- 18.4. The County's sole obligation under this article is to deposit an eligible employee's accrued benefits pursuant to section 18.3. The County shall not be liable for any losses arising from depreciation or shrinkage in the value of any eligible employee's investments under the plan.

## **ARTICLE 19. DISCIPLINE**

- 19.1. Employees will be disciplined only for just cause.

- 19.2. Disciplinary actions will be in one of the following forms:

- A. Discharge; or
- B. Written reprimand; or
- C. Suspension; or
- D. Oral reprimand; or
- E. Demotion

- 19.3. Employees who receive a written reprimand or who are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedures as established by Article 8 (Grievance Procedure).

- 19.4. Suspensions, demotions, and discharges shall be in writing and shall specify the charges, a copy of which shall be sent to the employee and LELS.

- 19.5. Employees not eligible for Minnesota Veteran's Preference Act discharge procedures requiring a sixty (60) day suspension with pay pending VPA hearing, shall be suspended

for five (5) scheduled work days prior to a discharge becoming effective. The appeal of a discharge may be initiated at Step 2 of the grievance procedure.

- 19.6. An employee will not be questioned when results of such questioning could lead to the discipline of the employee unless the County affords the employee the opportunity to have a representative of LELS present during the questioning.
  - A. In the event that an LELS representative may not be readily available, the employee may select some other third party to be present during the disciplinary interview.
- 19.7. Employees may examine their own personnel file under the direct supervision of a representative of the Employer. An employee may place a written response to specific charges recorded in his/her personnel file in the file.
- 19.8. During the probationary period a newly hired or rehired employee may be discharged without right of grievance or appeal.

**ARTICLE 20. CONSTITUTIONAL PROTECTION**

- 20.1. Employees shall have the rights granted to all citizens by the United States and the Minnesota Constitutions.

**ARTICLE 21. CALL BACK/COURT TIME**

- 21.1. Call Back: An employee who is called out to perform work services on other than their scheduled shift period shall receive a minimum of two (2) hours. Such hours shall count toward normal working hours for the purposes of calculation of overtime. An extension of a shift or an early start to a shift shall not be considered a call back for the purposes of this section.
- 21.2. Court Time: An employee who is required to appear in Court because of the employee’s position as an employee shall receive a minimum two (2) hours pay. Such hours shall count toward normal working hours for the purposes of calculation of overtime. Such pay shall be available only if the Court appearance is at other than scheduled duty times.
- 21.3. Jury Duty: If an employee is required to serve on a jury during scheduled work hours, the employee shall receive no extra pay from the Employer, but shall be entitled to keep compensation for jury service.

**ARTICLE 22. INSURANCE (HEALTH, DENTAL, HEALTH SAVINGS ACCOUNTS)**

**22.1. High Deductible Group Health Plans:**

2023 Health Plan Options and COUNTY Contributions:

	<u><b>Total Premium</b></u>	<u><b>Employee Monthly Premium</b></u>	<u><b>County Monthly Premium</b></u>	<b>County Share of Premium</b>
<b>\$5000/\$10,000</b>				



<b>Single</b>	\$799.00	\$39.94	\$759.06	95.00%
<b>Family</b>	\$2,403.00	\$240.30	\$2,162.70	90.00%
<b>Married EE</b>	\$2,403.00	\$120.14	\$2,282.86	95.00%

	<u><b>Total Premium</b></u>	<u><b>Employee Monthly Premium</b></u>	<u><b>County Monthly Premium</b></u>	<u><b>County Share of Premium</b></u>
<b>\$3500/\$7000</b>				
<b>Single</b>	\$879.00	\$297.54	\$581.46	66.15%
<b>Family</b>	\$2,643.00	\$1,007.22	\$1,635.78	61.89%
<b>Married EE</b>	\$2,643.00	\$781.58	\$1,861.42	70.43%

	<u><b>Total Premium</b></u>	<u><b>Employee Monthly Premium</b></u>	<u><b>County Monthly Premium</b></u>	<u><b>County Share of Premium</b></u>
<b>\$2600/\$5200</b>				
<b>Single</b>	\$923.50	\$343.54	\$579.96	62.80%
<b>Family</b>	\$2,776.00	\$1,187.98	\$1,588.02	57.21%
<b>Married EE</b>	\$2,776.00	\$962.08	\$1,813.92	65.34%

- 22.2. For 2024 & 2025, with respect to qualifying employees who are members of this Collective Bargaining Agreement that select the \$5,000/\$10,000 Plan, COUNTY shall contribute an amount not to exceed ninety-five (95%) percent towards the monthly premium cost for single group health coverage, and ninety (90%) percent towards the monthly premium cost for family group health coverage.
- 22.3. For qualifying employees who are married to another qualifying employee and who select family coverage in the \$5,000/\$10,000 Plan, one spouse shall receive an amount not to exceed ninety-five (95%) percent of the monthly premium cost for family group health coverage, and the other spouse shall receive no contribution towards group health coverage. Otherwise, each spouse may select single coverage and each shall receive the same contribution as other employees selecting single coverage.
- 22.4. For 2024 & 2025, the County agrees to split any increase or decrease to the health insurance premium on a 50/50 basis for employees selecting the \$3500/\$7000 or the \$2600/\$5200 Plan.
- 22.5. **Plan Cancellation:** When a COUNTY high deductible group health plan drops below 10 employee participants, the plan will no longer be offered as a health plan option the following year.
- 22.6. **Dental Insurance:** For each qualified employee, The COUNTY shall contribute towards a monthly dental insurance premium provided through a COUNTY sponsored dental insurance plan. The COUNTY contribution will be equal to the cost of a single plan premium. Employees electing another plan option besides single (family, employee +1, etc.) will have the COUNTY's contribution applied to those premiums.
- 22.7. **Establishment of VEBA and/or Health Savings Account (HSA):** The COUNTY shall establish a VEBA and/or HSA for qualifying employees who are members of this

Collective Bargaining Agreement for the benefit of providing a health savings benefit for active employees. The COUNTY 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. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirements of Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002). It is further intended that employees participating in an active HSA meet all IRS guidelines and requirements.

The Employer is not responsible for determining whether Employees are eligible to establish or contribute to an HSA. Once an HSA is established, it belongs to the Employee. The Employee has sole control and is exclusively responsible for the employee's HSA. The Employer is unable to respond to individual tax questions, and Employees should consult with a tax professional if necessary.

22.8. Payment of Fees: The County will pay for annual enrollment fees for active employees enrolling in a VEBA, and/or HSA plans and for administrative fees allocable to individual VEBA and HSA accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative fees allocable to active employees who have accrued a balance in their account but are not longer eligible to contribute shall be paid from the account. Administrative fees allocable of former employees shall be paid from the account. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA and/or HSA Plan is terminated.

22.9. COUNTY Contributions to the VEBA and/or HSA for Active Employees:

A. For 2023 the Employer will make individual contributions to Active Employees' VEBA and/or HSA Plan and who are members of this Collective Bargaining Agreement in accordance with the following schedule:

<b>Health Plan</b>	<b>\$5000/\$10,000</b>
<b>Tier of Coverage</b>	<b>Monthly Contribution</b>
Single	\$133.50
Family	\$279.20
Married EE	\$247.40

<b>Health Plan</b>	<b>\$3500/\$7000</b>
<b>Tier of Coverage</b>	<b>Monthly Contribution</b>
Single	\$126.00
Family	\$263.50
Married EE	\$233.50

<b>Health Plan</b>	<b>\$2600/\$5200</b>
<b>Tier of Coverage</b>	<b>Monthly Contribution</b>
Single	\$110.00

Family	\$254.76
Married EE	\$224.50

B. For 2024 and 2025, the Employer will make individual contributions to Active Employees' VEBA and/or HSA Plan and who are members of this Collective Bargaining Agreement in accordance with the following schedule:

<b>Health Plan</b>	<b>\$5000/\$10,000</b>
<b>Tier of Coverage</b>	<b>Monthly Contribution</b>
Single	\$153.50
Family	\$299.20
Married EE	\$267.40

<b>Health Plan</b>	<b>\$3500/\$7000</b>
<b>Tier of Coverage</b>	<b>Monthly Contribution</b>
Single	\$126.00
Family	\$263.50
Married EE	\$233.50

<b>Health Plan</b>	<b>\$2600/\$5200</b>
<b>Tier of Coverage</b>	<b>Monthly Contribution</b>
Single	\$110.00
Family	\$254.76
Married EE	\$224.50

C. The COUNTY will make a per pay period contribution (maximum of 24 pay periods per calendar year)

22.10. Grants. The County agrees to pass through to each individual employee's account, incentive program grants received from the SW/WC Service Cooperative.

22.11. Coordination with other Coverage: If an employee is a current or former participant of any other health savings account (i.e. VEBA, FSA, etc.) the coordination of coverage will follow applicable IRS guidelines and requirements.

**ARTICLE 23. UNIFORM ALLOWANCE**

23.1. The Employer shall designate the standard uniform required while on duty.

23.2. The County will furnish at its cost, leather goods and accessories, including badges, identification patches, firearms, holsters, and holster belts.

23.3. Employees other than Patrol Sergeants, covered under this Agreement, shall receive an annual credit for uniform items of five hundred dollars (\$500.00). Patrol Sergeants, if any, will receive an annual credit for uniform items of five hundred dollars (\$500.00).

- 23.4. Once every ten (10) years, Patrol Sergeants, if any, may use the Uniform Allowance for the purchase of one handgun for off duty or back up purposes with the approval of the Sheriff and the Firearms Instructor.
- 23.5. Any uniform credit remaining from 2023 may carry over to be used in 2024 and any uniform credit remaining in 2024 may carry over to be used in 2025.
- 23.6. Approval of all uniform items must be obtained prior to purchase.
  - A. Each employee shall submit to Employer a request for uniform needs to be approved by the Employer. Upon Employer approval, each employee may acquire the item approved, submit a bill to the Employer from the supplier and the employee and the County shall keep track of monies expended and uniform credit remaining.
  - B. All uniform items and leather goods, firearms and accessories as purchased on behalf of each employee shall remain the property of the County and as each item is either discarded or replaced, the discarded or replaced item shall be returned to the employer in the event any such items are lost or damaged through negligence of the employee possessing said property, (reasonable wear and depreciation expected), such employee shall be financially responsible for the replacement of said negligently lost or destroyed item.

#### **ARTICLE 24. PART-TIME EMPLOYEE BENEFITS**

- 24.1. Part-time employees will receive benefits as stipulated in the County Personnel Policy.

#### **ARTICLE 25. TRAINING**

- 25.1. The Employer shall:
  - A. Be responsible for providing all training required by the Employer and P.O.S.T. and employee shall comply with all Employer and P.O.S.T. training requirements.
  - B. Pay employees for all time spent in such training at the employee's regular hourly rate of pay, for training during regularly scheduled working hours.
    - 1) For all time spent in such training during employee's non-scheduled working hours, the employee shall be paid at straight time while in actual attendance during such training program's scheduled hours. Any time spent in excess of eight (8) hours per day or forty (40) hours per week during training or non-scheduled working hours shall not be considered overtime nor considered in the accumulation of hours for calculation of overtime pay.
  - C. Reimburse employees for all expenses related to Employer training as consistent with County policy.
  - D. Scheduling of all required training shall be the responsibility of the Employer.

- 1) If an employee requests to attend training on a day or days when such employee is not scheduled to work, the employee may waive the right to pay as per paragraph 25.1, B. The Employer may, in its discretion, deny such pay provided in Section 25.1, B.
- 25.2. An Employee who voluntarily terminates employment within two and one-half (2 1/2) years of the beginning date of employment shall immediately reimburse Employer for all actual expenses incurred by Employer under Section 25.1 (A through C).
- A. This Article shall not apply in the event termination of employment is mutually agreed upon between Employer and employee.
  - B. Notification to employee of the provisions of this Article and compliance therewith shall be Employer's responsibility.

## **ARTICLE 26. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 26.1. This Agreement shall represent the complete Agreement between LELS and the Employer.
- 26.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and LELS, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 27. SAVINGS PROVISION**

- 27.1. 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, such provisions shall be voided. All other provisions shall continue in full force and effect. Any voided provisions shall be renegotiated at the written request of either party.

## **ARTICLE 28. JOB SAFETY**

- 28.1. It shall be the responsibility of the Employer and employee to cooperate in programs to promote safety to themselves and to the public and to comply with rules promulgated to insure safety. The responsibility shall include the provision of safe equipment and the proper use of all equipment in accordance with recognized safety procedures.
- A. Whenever an employee is injured on the job, the employee shall report the injury to the supervisor immediately, if possible. The supervisor shall, if reasonably

possible, first secure needed medical aid for the injured employee and then shall promptly file an accident report with the appropriate insurance carriers giving full particulars.

- 28.2. Except in cases of malfeasance in office or willful or wanton acts of negligence on or neglect of duty, the Employer shall defend employee and/or the employee's estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and the scope of employee's duties at no less coverage as currently provided by Employer's applicable liability insurance coverage in effect at the date of this Agreement.
- 28.3. The County shall furnish to each of its employee's conditions of employment and a place of employment free from recognized hazards that are causing or likely to cause death or serious injury or harm to its employees. No employee shall be disciplined for refusal to operate unsafe equipment after such employee has notified the Employer that such equipment is unsafe.

#### **ARTICLE 29. INDEMNIFICATION**

- 29.1. Should future amendment to Minnesota Statute 471.44 or 466.07 impact employees' terms and conditions of employment, the Union or Employer may elect to re-open the Labor Agreement to meet and negotiate issues relative to those amendments.

#### **ARTICLE 30. LEFT BLANK**

#### **ARTICLE 31. PHYSICAL**

- 31.1. Commencing January 1, 1993, during the month of January of each even numbered year, each employee will be required to submit to a physical examination from the doctor of the employee's choice located within Jackson County or within forty (40) miles of the City of Jackson, and the results filed in the office of the Jackson County Sheriff. Employer shall furnish a medical examination form to employee for completion by employee's doctor. The form shall list the required examinations and/or tests reasonably calculated to determine physical fitness for employee's job classification. The usual and customary cost of such required physical examinations and testing shall be submitted to the employee's medical insurance. Employer shall bear those costs not paid by the employee's medical insurance. Employees shall be responsible for the cost of any medical tests and/or examinations not required by the Employer. In the event the examining physician determines that further test and/or examinations are needed as a result of Employer's required tests and/or examinations, those costs shall also be submitted to the employee's medical insurance. Employer shall bear those costs not paid by the employee's medical insurance.
- A. Each employee shall schedule an appointment for physical examination during non-scheduled working hours. Employee shall be paid straight time at said employees current pay rate for the time required to secure the physical examination. Such time shall not be included in computing overtime hours, vacation or sick leave.

**ARTICLE 32. P.O.S.T. LICENSE**

32.1. The Employer will pay the yearly cost of the P.O.S.T. license required by the State. Employees who leave the employ of the Employer prior to the license period paid for by the Employer must reimburse the Employer for such period.

**ARTICLE 33. TERMS OE AGREEMENT**

This Agreement shall be effective as of January 1, 2023, and shall remain in full force until December 31, 2025.

In WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed this 20<sup>th</sup> day of December, 2022.

COUNTY OF JACKSON

LAW ENFORCEMENT LABOR SERVICES, INC.

BY: *Catherine Hohenstein*  
Catherine Hohenstein (Dec 20, 2022 14:23 CST)  
Chair of the County Board

BY: *Rick Mathwig*  
Rick Mathwig (Dec 15, 2022 09:39 CST)  
LELS Representative

BY: *Ryan Knorr*  
County Administrator

BY: *Brandt Hendrickson*  
Steward

## Appendix A

### 2023 Salary Rates

General Wage Increase 3.00%

Effective 1/1/2023

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
14	Jail/Dispatch Supervisor	\$26.93	\$27.83	\$28.73	\$29.62	\$30.52	\$31.42	\$32.32	\$33.22	\$34.11	\$35.01	\$35.89	\$36.78
16	Jail/Dispatch Administrator	\$30.55	\$31.56	\$32.58	\$33.60	\$34.62	\$35.64	\$36.66	\$37.67	\$38.69	\$39.71	\$40.71	\$41.72

### 2024 Salary Rates

General Wage Increase 3.00%

Effective 1/1/2024

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
14	Jail/Dispatch Supervisor	\$27.74	\$28.67	\$29.59	\$30.51	\$31.43	\$32.36	\$33.29	\$34.21	\$35.14	\$36.06	\$36.96	\$37.88
16	Jail/Dispatch Administrator	\$31.47	\$32.51	\$33.56	\$34.61	\$35.66	\$36.71	\$37.76	\$38.80	\$39.85	\$40.90	\$41.93	\$42.97

### 2025 Salary Rates

General Wage Increase 3.00%

Effective 1/1/2025

Grade	Classification	Range Steps											
		1	2	3	4	5	6	7	8	9	10	11	12
14	Jail/Dispatch Supervisor	\$28.57	\$29.53	\$30.48	\$31.43	\$32.38	\$33.33	\$34.29	\$35.24	\$36.19	\$37.14	\$38.07	\$39.02
16	Jail/Dispatch Administrator	\$32.41	\$33.48	\$34.56	\$35.64	\$36.73	\$37.81	\$38.89	\$39.96	\$41.04	\$42.12	\$43.18	\$44.26












# 2023-2025 LELS Unit 233 Contract

Final Audit Report

2022-12-15

Created:	2022-12-15
By:	Brandi Bourquin (Brandi.Bourquin@co.jackson.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ30VGqpiQ-CIGkEmTkjKgJwTaUrR4vOG

## "2023-2025 LELS Unit 233 Contract" History

-  Document created by Brandi Bourquin (Brandi.Bourquin@co.jackson.mn.us)  
2022-12-15 - 2:43:55 PM GMT
-  Document emailed to rmathwig@lels.org for signature  
2022-12-15 - 2:45:00 PM GMT
-  Document emailed to Brandon Hendrickson (brandon.hendrickson@co.jackson.mn.us) for signature  
2022-12-15 - 2:45:00 PM GMT
-  Email viewed by Brandon Hendrickson (brandon.hendrickson@co.jackson.mn.us)  
2022-12-15 - 2:45:03 PM GMT
-  Email viewed by rmathwig@lels.org  
2022-12-15 - 3:20:55 PM GMT
-  Signer rmathwig@lels.org entered name at signing as Rick Mathwig  
2022-12-15 - 3:39:57 PM GMT
-  Document e-signed by Rick Mathwig (rmathwig@lels.org)  
Signature Date: 2022-12-15 - 3:39:59 PM GMT - Time Source: server
-  Document e-signed by Brandon Hendrickson (brandon.hendrickson@co.jackson.mn.us)  
Signature Date: 2022-12-15 - 6:39:03 PM GMT - Time Source: server
-  Agreement completed.  
2022-12-15 - 6:39:03 PM GMT










# LELS 233 Labor Agreement

Final Audit Report

2022-12-20

Created:	2022-12-19
By:	Brandi Bourquin (Brandi.Bourquin@co.jackson.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_vxMTLewn2xVVZtZnHGq9GFi9QsqVlol

## "LELS 233 Labor Agreement" History

-  Document created by Brandi Bourquin (Brandi.Bourquin@co.jackson.mn.us)  
2022-12-19 - 3:10:58 PM GMT
-  Document emailed to cathy.hohenstein@co.jackson.mn.us for signature  
2022-12-20 - 7:54:49 PM GMT
-  Email viewed by cathy.hohenstein@co.jackson.mn.us  
2022-12-20 - 7:54:53 PM GMT
-  Signer cathy.hohenstein@co.jackson.mn.us entered name at signing as Catherine Hohenstein  
2022-12-20 - 8:23:57 PM GMT
-  Document e-signed by Catherine Hohenstein (cathy.hohenstein@co.jackson.mn.us)  
Signature Date: 2022-12-20 - 8:23:59 PM GMT - Time Source: server
-  Document emailed to Ryan Krosch (ryan.krosch@co.jackson.mn.us) for signature  
2022-12-20 - 8:24:01 PM GMT
-  Email viewed by Ryan Krosch (ryan.krosch@co.jackson.mn.us)  
2022-12-20 - 8:24:04 PM GMT
-  Document e-signed by Ryan Krosch (ryan.krosch@co.jackson.mn.us)  
Signature Date: 2022-12-20 - 8:29:20 PM GMT - Time Source: server
-  Agreement completed.  
2022-12-20 - 8:29:20 PM GMT