

LABOR AGREEMENT
BETWEEN
THE COUNTY OF LYON
AND
LAW ENFORCEMENT LABOR SERVICES, INC,
(DEPUTIES)

January 1, 2022 - December 31, 2024

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LABOR AGREEMENT
BETWEEN
COUNTY OF LYON
AND
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the County of Lyon hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' full agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 97-PCE-842 as:
 - 2.1a All essential employees of the Lyon County Sheriff's Department, Marshall, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, excluding supervisory, confidential and all other employees.
- 2.2 In the event the EMPLOYER and the UNION 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 - UNION SECURITY

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction; and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.
- 3.5 The EMPLOYER agrees to make space available on the EMPLOYER bulletin board for the posting of official UNION notice(s) and announcements.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 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.
- 4.2 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 5- EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

5.1 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.

5.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors.

- 5.3 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 will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearing pursuant to this Article provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

5.4 PROCEDURE

Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

Step 1 An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and will be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by the UNION and discussed with the Sheriff. The Sheriff will give the UNION 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 Sheriff's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

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

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

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

Step 4 A grievance unresolved in Step 3 and appealed in Step 4 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 will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.

5.5 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 to 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, 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 is later, unless the parties agree to an extension. The decision will be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- 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.

5.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 6 - DEFINITIONS

- 6.1 UNION: Law Enforcement Labor Services, Inc.
- 6.2 EMPLOYER: The County of Lyon.
- 6.3 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local 229.
- 6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 6.5 FULL-TIME EMPLOYEE: An employee regularly scheduled to work 40 hours/week or more.
- 6.6 PART-TIME EMPLOYEE: An employee regularly scheduled to work less than 40 hours/week.
- 6.7 BASE PAY RATE: The employee's hourly rate exclusive of any special allowances.
- 6.8 OVERTIME: Work performed in excess of an employee's scheduled shift.
- 6.9 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than scheduled shift. An extension or an early report to a scheduled shift is not a call back.
- 6.10 DAYS: Unless otherwise indicated, mean the County's regular business days.
- 6.11 PROBATION PERIOD: Means one (1) calendar year from the employee's date of hire.
- 6.12 RESIGNATION IN GOOD STANDING: An employee leaving service with the Employer after giving a two week notice, providing the employee has not been discharged for misconduct.

ARTICLE 7 - SAVINGS CLAUSE

This AGREEMENT is subject to law. 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 provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 8 - WORK SCHEDULES

- 8.1 The normal work year for full-time 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.

8.2 Nothing contained in this or any other ARTICLE shall be interpreted to be guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

ARTICLE 9 - OVERTIME PAY

- 9.1 Hours worked in excess of the employee's scheduled shift will be compensated at one and one-half times the employee's regular base pay rate.
- 9.2 Overtime will be distributed as equally as practicable.
- 9.3 Overtime refused by employees will for record purposes under ARTICLE 9.2 be considered as unpaid overtime worked.
- 9.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.5 There shall be no maximum accrual of compensatory time during the calendar year. In the first payroll period of December of each calendar year, all compensatory time in excess of 40 hours shall be paid to an employee, and an employee may elect to have any portion of accumulated compensatory time less than 40 hours paid to the employee. In the first payroll of June of each calendar year, an employee may elect to have any portion of accumulated compensatory time paid to the employee.

ARTICLE 10 - COURT TIME

An employee required to appear in court during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 11 - CALL BACK TIME

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay or compensatory time at one time and one-half (1 ½) times the employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 12 - DISCIPLINE

- 12.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one of the following forms:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or
- e. discharge.

- 12.2 Suspensions, demotions and discharges will be in written form.
- 12.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 12.4 Employees may examine their own individual personnel files at reasonable time under the direct supervision of the EMPLOYER.
- 12.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 12.6 Grievances relating to this ARTICLE shall be initiated by the UNION at Step 3 of the grievance procedure under Article V of this AGREEMENT.

ARTICLE 13 - SENIORITY

- 13.1 Definition: Seniority will be determined by an employee's length of continuous service with the Employer and posted in an appropriate location. Seniority roster may be maintained by the Employer on the basis of time in grade time within specific classifications.
- 13.2 Probationary Employees: During the probationary period, an employee may be discharged at the sole discretion of the Employer.
- 13.3 Seniority will be the determining criterion for transfers and promotions within the bargaining unit when the job relevant qualifications between applicants are equal.
- 13.4 Any member of Local 229 that is promoted to a position that is not in the Union reserves the right to be able to come back into the Union and have the seniority time in the Union continue from where it left off. The date of employment or the date of signing a registration card with the Union would be the beginning date.
- 13.5 Any layoffs within the bargaining unit would be done in reverse order of the seniority roster. (i.e. Last persons hired would be first to be laid off.)

ARTICLE 14 - PROBATIONARY PERIODS

- 14.1 All newly hired or rehired employees will serve a one (1) year probationary period.
- 14.2 All employees will serve a six (6) months probationary period in any job classification in which the employee has not served a probationary period.
- 14.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 14.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE 15 - VACATION

- 15.1 Vacation shall be accrued by full-time employees as follows:

Months Worked	Vacation Hours	(Equivalent Vacation Days)
0-35 months	80 hours	10 days
36-84 months	120 hours	15 days
85-179 months	136 hours	17 days
180 months +	160 hours	20 days

- 15.2 After the first six months of employment, any vacation earned may be accumulated and taken. Vacation must be taken not less than in one hour increments.
- 15.3 When a recognized holiday falls on a working day during an employee's vacation, the day of the holiday will not be counted as a day of vacation.
- 15.4 All vacation time must be arranged with the Sheriff with reasonable advance notice by the employee. Employees will be given the opportunity to select vacation periods insofar as practicable.
- 15.5 Employees are encouraged to use their vacation each year.
- 15.6 Employees may carry a maximum of 240 hours of vacation from one year to the next.

ARTICLE 16 - LEAVES OF ABSENCE

Jury Duty Leave: Employees called to jury duty during their scheduled work hours shall receive their regular compensation and shall turn over the jury service check (less mileage) to the Employer.

ARTICLE 17 - SICK LEAVE

17.1 Full-time employees may accumulate up to a maximum of 960 hours of sick leave. Sick leave shall be accrued as follows:

- 1) Full-time employees working 8 hours per day for a 40 hour workweek shall earn 8 hours of sick leave per month; and

In addition, one-half day per month shall be added to a bank provided that said banked sick days may only be used to compute severance compensation.

17.2 For accruing sick leave, employees starting employment before the 15th of the month shall be considered to have started on the 1st of the month and employees starting on or after the 15th of the month shall be considered to have started on the 1st of the next month. Anyone off the job for sick leave will not earn sick leave or vacation time after 30 calendar days off the job.

17.3 When an employee finds it necessary to be absent from work for sickness or medical appointments for the employee or immediate family, that employee shall cause the facts to be reported to the Sheriff within one hour of the employee's starting time, unless department policy requires prior notification. Sick leave shall not be granted unless such report has been made.

17.4 An employee shall be placed on uncompensated sick leave and be considered a non-active employee when all Sick leave accumulated on payroll records has been used. Health insurance premiums will be handled for such employees as they are for a retired employee. If this is an FMLA leave, insurance shall be treated in accordance with the law.

17.5 Sick leave must be taken to the nearest one-half hour.

17.6 The Sheriff shall have the right to require evidence of the nature or extent of the injury or illness requiring an employee to be absent more than three consecutive workdays. Upon request, the employee shall furnish a signed statement from the employee's physician outlining the reason for absence. If said statement is not produced within one week, it shall be grounds for termination of said employee from employment.

ARTICLE 18 - PERSONAL LEAVE TIME

There shall be four hours of personal leave available to employees per calendar year.

ARTICLE 19 - BEREAVEMENT LEAVE

19.1 Absence necessitated by death in the employee's immediate family shall be granted with pay.

- 19.2 Employees may be granted time off with pay to attend the funerals of friends with Sheriff's approval.
- 19.3 Total time off for funerals shall not exceed twenty-four hours per calendar year.
- 19.4 Additional leave is allowed in the event of the loss of a parent, spouse, child or grandchild. The employee may utilize five days of paid sick leave prior to, or within 30 days after the date of the funeral.

ARTICLE 20 - INSURANCE

The Employer will provide health, life and dental insurance for all full-time employees.

The Employer will contribute the same amount as that contributed for the County's non-union employees toward the health, life and dental insurance cafeteria plan for all full-time employees hired on or after July 1, 2009.

Employees hired before July 1, 2009 shall have the option of voluntarily enrolling in the County's cafeteria plan and receiving the same amount as that contributed for the County's non-union employees.

The Employer will pay up to a maximum of sixty percent (60%) of the cost of dependent coverage for all full-time employees hired before July 1, 2009 choosing dependent coverage.

The Lyon County Personnel Policy dated February 1999 shall be utilized for all members that would separate employment from Lyon County. If the Employer revises the Personnel Policy it shall be a matter for negotiation with this unit.

ARTICLE 21 - HOLIDAY

Full-time employees scheduled to work on any of the following ten (10) days shall receive one and one-half (1 ½) times their regular rate of pay in addition to eight (8) hours of holiday pay. Full-time employees not scheduled to work shall receive eight (8) hours of holiday pay on any of the following days shall receive a scheduled day off to be scheduled with their supervisor:

- | | |
|-----------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King, Jr. Day | Labor Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Christmas Day | Columbus Day |

In addition, all full-time employees of the bargaining unit will receive one (1) floating holiday per calendar year to be scheduled with their supervisor. This floating holiday cannot be accrued or carried over to the next calendar year.

ARTICLE 22 - UNIFORMS

The Employer shall provide all Employer required uniform articles and equipment.

ARTICLE 23 - TRAINING, SCHOOLING AND POST LICENSES

The Employer will pay for costs of all required schools. Determinations of validity of the required school shall be made by the Sheriff.

Non-required classroom training may be available to employees within the scheduled workweek if determined appropriate by the Employer. The Sheriff may limit the number of employees attending such approved classroom training.

The Employer will pay the Employee's Peace Officer Standard Training License Fee.

ARTICLE 24 - CERTIFIED TRAINER PREMIUM

In the event the Sheriff designates an employee who is training qualified to serve as a certified Field Training Officer, Taser Instructor, Firearms Instructor or Use of Force Instructor, such employee shall receive a differential of \$2.00 per hour for all hours assigned to perform actual training duties.

ARTICLE 25 - TERMINATION AND SEVERANCE

An employee is expected to give a minimum of two weeks' notice in writing to the appropriate department head of the employee's intention to terminate employment with the County. Employees terminating their employment in good standing, either by resignation, retirement, death, or illness, shall be paid for the unused vacation time at their ending rate accumulated to their credit, and sick leave as herein set out. Said payments shall be made within 30 days of said event or may be paid after 30 days if requested by the employee and approved by the County Board. All full-time employees with 15 or more years of consecutive service shall be paid an amount equal to 50% of their current hourly base rate of pay for each hour of their accumulated unused sick leave up to 480 hours.

In addition, any such employee who has more than 15 consecutive years of service shall be entitled to \$100.00 for each year of employment as severance pay upon retirement or termination, except dismissal for cause.

ARTICLE 26 - WAIVER

- 26.1 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.
- 26.2 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 terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 27 - DURATION

This AGREEMENT shall be effective as of January 1, 2022, and shall remain in full force and effect until the 31st day of December 2024.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on this 19th day of April, 2022.

FOR THE COUNTY OF LYON

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Stephen W. Pette
Chris Sou

Jay Maher 4-5-22
Adam DeSutter 4-5-22

Tom Stambly

[Signature] #104 4/9/22

APPENDIX A - WAGES

2022 Merit Increase Grid – Deputy and Investigator

Labor Grade 10 Hourly						
Appraised Performance Level				Position Within Range		
1 and 2	3	4	5	Low	High	Midpoint
Merit Increases in this area are an exception to policy.	2%	3%	4%	\$34.42	\$34.91	\$29.92
	3%	4%	5%	\$31.43	\$34.41	
	4%	5%	6%	\$28.44	\$31.42	
	5%	6%	7%	\$25.44	\$28.43	
	6%	7%	8%	\$24.94	\$25.43	

Labor Grade 12 Hourly						
Appraised Performance Level				Position Within Range		
1 and 2	3	4	5	Low	High	Midpoint
Merit Increases in this area are an exception to policy.	2%	3%	4%	\$38.04	\$38.71	\$33.07
	3%	4%	5%	\$34.73	\$38.03	
	4%	5%	6%	\$31.42	\$34.72	
	5%	6%	7%	\$28.12	\$31.41	
	6%	7%	8%	\$27.43	\$28.11	

2023 Merit Increase Grid – Deputy and Investigator

Labor Grade 10 Hourly						
Appraised Performance Level				Position Within Range		
1 and 2	3	4	5	Low	High	Midpoint
Merit Increases in this area are an exception to policy.	2%	3%	4%	\$35.45	\$35.95	\$30.82
	3%	4%	5%	\$32.37	\$35.44	
	4%	5%	6%	\$29.29	\$32.36	
	5%	6%	7%	\$26.21	\$29.28	
	6%	7%	8%	\$25.68	\$26.20	

Labor Grade 12 Hourly						
Appraised Performance Level				Position Within Range		
1 and 2	3	4	5	Low	High	Midpoint
Merit Increases in this area are an exception to policy.	2%	3%	4%	\$39.18	\$39.87	\$34.06
	3%	4%	5%	\$35.77	\$39.17	
	4%	5%	6%	\$32.37	\$35.76	
	5%	6%	7%	\$28.96	\$32.36	
	6%	7%	8%	\$28.25	\$28.95	

2024 Merit Increase Grid – Deputy and Investigator

Labor Grade 10 Hourly						
Appraised Performance Level				Position Within Range		
1 and 2	3	4	5	Low	High	Midpoint
Merit Increases in this area are an exception to policy.	2%	3%	4%	\$36.52	\$37.03	\$31.74
	3%	4%	5%	\$33.34	\$36.51	
	4%	5%	6%	\$30.17	\$33.33	
	5%	6%	7%	\$26.99	\$30.16	
	6%	7%	8%	\$26.45	\$26.98	

Labor Grade 12 Hourly						
Appraised Performance Level				Position Within Range		
1 and 2	3	4	5	Low	High	Midpoint
Merit Increases in this area are an exception to policy.	2%	3%	4%	\$40.35	\$41.06	\$35.08
	3%	4%	5%	\$36.85	\$40.34	
	4%	5%	6%	\$33.34	\$36.84	
	5%	6%	7%	\$29.83	\$33.33	
	6%	7%	8%	\$29.10	\$29.82	

Merit increase is figured by determining where your current hourly wage fits into the scale on the right. Based upon your appraised performance level from your appraisal move down the appropriate column until it crosses the row which includes your hourly wage. Add the decimal portion of your performance appraisal to the percentage amount determined above and this is your recommended merit increase - NOT TO EXCEED MAXIMUM OF RANGE.

For instance, if you are a deputy and your hourly wage is \$26.00 and your appraised performance level in is 3.54 for your 2021 performance review, your recommended merit increase is 5.54%.

2. Rates of pay will be based upon each employee's skills, abilities, training and experience, as they may relate to that employee's position. A review of compensation will be completed according to the wage and salary administration program of the County.
3. Probationary employees shall be entitled to a review after successful completion of their probationary period.
4. In determining the commencement date for merit adjustments, employees starting employment before the 15th of the month shall be considered to have started on the 1st of the month and employees starting employment on the 15th of the month or after, shall be considered to have started on the 1st of the next month.

5. In addition, employees hired before July 1, 2009 with five years or more of continuous County employment will receive additional compensation as follows:
 - 5.1 From 5 to 10 years of continuous County employment, an annual payment of \$240.00 for such continuous employment;
 - 5.2 From 10 to 15 years of continuous County employment, an annual payment of \$360.00 for such continuous employment;
 - 5.3 Over 15 years of continuous County employment, an annual payment of \$480.00 for such continuous employment.

APPENDIX B
GROUP HEALTH, DENTAL, ACCIDENT, HOSPITALIZATION, LIFE
AND DISABILITY INSURANCE

1. Lyon County shall participate in a group health, life and dental insurance program. All full-time employees and elected officials are eligible upon completion and submission of forms for group coverage within one month of the date of their employment. Coverage shall be effective on the first of the month following completion of 30 days of full-time employment. The County shall participate in the cost of the group coverage. The employee electing the group family coverage shall contribute the established charge by regular payroll deduction. The group coverage shall include, but shall not necessarily be limited to life, accidental death and dismemberment, disability, major medical and dental benefits. The benefits of the group coverage are described in the individual policies.

Each such coverage on file in the office of the Lyon County Auditor. All full-time employees and elected officials shall have the option of remaining under the employee group insurance upon retirement from Lyon County service as per the conditions and requirements of the group policy in effect at that time.

Upon retirement shall be defined as the moment the person becomes eligible for retirement and/or disability benefits. The employee shall be expected to pay in advance the premium for the coverage desired. In the event of the death of an employee who qualifies under this section. The eligible dependents shall have the right to exercise this option. Eligible dependents shall include husband and wife and unmarried children to age 19, or if children are full-time students, per the Group Policy. Lyon County shall allow retired employees to remain on the County Dental and Health insurance plan (NOT the group life insurance), provided however, that if said employees are eligible for Medicare, they must apply first for Medicare and obtain all the benefits that are possible under Medicare before utilizing insurance payments out of the policy through Lyon County:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between Lyon County (hereafter "County"), Law Enforcement Labor Services, Inc. (hereafter "Union") and Adam Desutter (hereafter "Desutter" or "Employee").

WHEREAS, the County and the Union are parties to a collective bargaining agreement ("CBA"), effective through December 31, 2024 negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, Desutter is employed in the position of Deputy Sheriff; and

WHEREAS, Desutter's current benefits include the following upon retirement from service or termination, except dismissal for cause, an amount equal to \$35.00 per day for each day of accumulated unused sick leave up to 120 days plus \$35.00 for each day in the sick leave bank.

NOW, THEREFORE, the County, the Union, and Desutter agree as follows:

1. Desutter is grandfathered into the CBA with his current benefits including upon retirement from service or termination, except dismissal for cause, an amount equal to \$35.00 per day for each day of accumulated unused sick leave up to 120 days plus \$35.00 for each day in the sick leave bank.
2. Any contract provisions contrary to the Paragraph 1 of this Agreement shall not be applicable with regard to Desutter.
3. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated by their respective signatures.

LYON COUNTY

LAW ENFORCEMENT LABOR SERVICES, INC.

Stephen W. Butler 4/19/22
Date
Cheryl Smith 4/19/22
Date

Jay Mahes 4-5-22
Date
Date

Adam Desutter 4-5-22
Adam Desutter Date