

DRAFT LABOR AGREEMENT

Between

THE COUNTY OF McLEOD

and

LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 329, Non-Licensed Sergeants)

January 1, 2023 – December 31, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the County of McLeod, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., (Local No. 329) hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement as to 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 that this Agreement is not intended to modify any of the authority vested in the County of McLeod by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for McLeod County employees as follows:

All non-licensed essential supervisory employees in the position of Sergeant who are employed by the McLeod County Sheriff's Department, Glencoe, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding confidential employees and all other employees.

- 2.2 Any dispute arising from either the inclusion or exclusion of a classification shall be resolved by submitting the dispute to the Bureau of Mediation Services.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc. (Local No. 329).

- 3.3 EMPLOYEE: A member of the recognized exclusive bargaining unit.
- 3.4 DEPARTMENT: McLeod County Sheriff's Department.
- 3.5 EMPLOYER: County of McLeod and its authorized representative(s), including the Sheriff or designee.
- 3.6 SHERIFF: The McLeod County Sheriff.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.8 UNION REPRESENTATIVE: Business Agent or Union Officers.
- 3.9 OFFICIAL BULLETIN BOARD: A bulletin board of the McLeod County Sheriff's Department shall be located in the staff area of the Sheriff's Department.
- 3.10 EMERGENCY: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.11 LAYOFF: A reduction of the workforce for reasons other than discipline.
- 3.12 LEAVE OF ABSENCE: An approved absence from work duty during a scheduled work period with or without compensation.
- 3.13 PROBATIONARY PERIOD: The first twelve (12) months of service.

ARTICLE 4 - EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike slowdown or other interruption of or interference with the normal functions of the Employer. In recognition of the provisions included in this Agreement for a grievance procedure providing for arbitration to be used for resolution of disputes, the Union agrees that neither the Union, its Officers or Agents, or any of the employees covered by this Agreement will engage in work stoppage, work slow-downs, sick-ins, or mass absenteeism. Any or all employees who violate the provisions of this Article will be subject to discharge or other discipline as appropriate under applicable rules and/or laws.

ARTICLE 5 - EMPLOYER AUTHORITY

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 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.

ARTICLE 6 - UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted directly to the Union.
- 6.2 The Union may designate one employee from the bargaining unit to act as a Steward and shall inform the Employer in writing of such choice and changes in the position of Steward.
- 6.3 The Steward shall be permitted reasonable time to perform and discharge the duties which are properly assigned under the terms of this Agreement. The Steward shall be permitted reasonable time to process grievances without loss of time or pay during regular working hours in accordance with Article 7 of this Agreement.
- 6.4 The Employer shall make space available on the employee bulletin board for posting of Union notices and announcements.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.6 The Employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, subd. 3, as amended.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.
- 7.2 Representatives: The Employer will recognize one representative designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the Employer in writing of the name of such Union representative and successor when so

designated.

- 7.3 Processing of a Grievance: It is recognized and accepted by the Employer and the Union 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 Union representative will be released from work, without loss in pay, to investigate a grievance and present the grievance to the Employer 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.
- 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 contract shall, within fifteen (15) 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 will be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested, and shall 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 or the Sheriff's designee. The Sheriff or the Sheriff's designee shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff or the Sheriffs designee'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 Board or the Board's designee. The County

Board, or its designee shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance.

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

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 4, below. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Board or designee's Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived. 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. Parties shall alternately strike names from a list of seven names provided by the Bureau of Mediation Services until only one name remains, and the remaining name shall be the designated arbitrator.

- 7.5 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this contract. 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. 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 the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
- 7.6 Arbitrator's Fees: 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 the requesting party pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.7 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, Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit of each step may be extended by mutual agreement of the Employer and Union.

7.8 Choice of Remedy: If, as a result of the written Employer's 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: Veterans Preference, Human Rights or Civil Service. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission may also pursue an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. 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 administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions of this Agreement shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 9 - SENIORITY

- 9.1 Total seniority shall be the length of continuous full-time employment with the Employer which shall be used solely for the purpose of determining vacation accrual.
- 9.2 Departmental seniority shall be the continuous length of time in the Sheriff's Department.
- 9.3 Classification Seniority shall be the length of continuous full-time employment in the employee's current classification.
- 9.4 Continuous employment shall be unceasing service from the employee's last date of hire, including approved leaves of absence and periods of layoff if return was upon recall.
- 9.5 The Sheriff or designee shall post a departmental seniority list annually.
- 9.6 Shifts shall be assigned by the Sheriff or designee by January 31st of each year. Employees may voluntarily switch shifts with the approval of the Employer.
- 9.7 Vacation periods shall be selected on the basis of total seniority until June 1st of each calendar year.
- 9.8 A reduction of work force will be accomplished on the basis of classification seniority.
- 9.9 An employee on lay-off shall have an opportunity to return to work within one (1) year of the time of the employee's layoff before any new employee is hired, except that any employee on layoff 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 Employer.

ARTICLE 10 - DISCIPLINE

- 10.1 The Employer will discipline employees who have completed the probationary period for cause only. Discipline will be in one or more of the following forms:
 - A. Oral Reprimand
 - B. Written Reprimand
 - C. Suspension

- D. Demotion
- E. Discharge

Both the Sheriff or designee and the Union agree that the list of types of discipline is not meant to imply a sequence of events.

- 10.2 Written reprimands, suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notice of discharge which are to become a part of an employee's personnel file shall be read and acknowledged by signature of the Employee. Employee and the Union will receive a copy of such reprimands and/or notices. If the Employee refuses to acknowledge receipt of the notice or is not available, this shall be noted by the supervisor in place of the signature and a certified copy of the notice will be sent to the last known address of the employee.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning a matter that may lead to disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.6 Grievances relating to a written reprimand, suspension, demotion or discharge will be initiated by the Union at Step 2 of the grievance procedure under Article 7.
- 10.7 During the probationary period, the Employer may return a promoted employee to the employee's previous classification. Such return shall be made to the same classification and step as held prior to promotion. Such action shall not be subject to the grievance procedure.

ARTICLE 11 - PROBATIONARY PERIOD

All newly promoted or hired employees shall be required to serve a twelve (12) month period of job probation. Any employee who has passed probation on one position and moves to a different position shall be required to serve a twelve (12) month probationary period on the new position.

ARTICLE 12 - OVERTIME

- 12.1 Employees will be compensated at one and one-half (1 ½) times the employee's

regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Voluntary changes of shifts do not qualify an employee for overtime under this Article.

- 12.2 Employees shall not work overtime unless authorized to do so by the appropriate supervisor.
- 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 can accrue up to fifty (50) hours of comp time. Compensatory time is to be taken at a time that does not disrupt the normal working pattern of the Sheriff's Office. Any compensatory time accumulated must be used by December 31 of the calendar year or, at the Employer's discretion, employee may cash out the comp time at the employee's current rate of pay. Requests for the use of compensatory time must be made two weeks prior to their use. This requirement may be waived by the department head/supervisor.

ARTICLE 13 - COURT TIME AND CALL BACK

- 13.1 An employee who is required to appear in court during the employee's scheduled off-duty time shall receive at the employee's option, a minimum of three (3) hours compensatory time accrued or cash at one and one-half (1½) 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 three (3) hour minimum.
- 13.2 An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1½) 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 three (3) hours minimum. If the call back work assignment and the employee's regular work shift overlap, the employee shall be paid the call back rate of time and one-half (1 ½) until the employee's regular shift begins and the regular shift shall continue until the employee's normal quitting time.

ARTICLE 14-VACATION AND SICK LEAVE

- 14.1 All full-time employees shall be eligible for vacation leave benefits at their current base pay rate, including newly hired employees, who shall be eligible to use accrued vacation upon supervisor approval. Employees shall not accrue vacation or sick leave during a period of a leave of absence without pay.

14.2 Permanent full-time employees shall accrue vacation benefits in accordance with the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status:

	<u>Hours Per Month</u>	<u>Days Per Year</u>
0-5 years	8	12
6 years - 10 years	10	15
11 years - 15 years	12	18
16 years - Beyond	14.66	22

14.3 No employee may carry more than two-hundred forty (240) hours of vacation at any time; employees must use or lose any vacation time over two-hundred forty (240) hours by the end of the last pay period at the end of the calendar year.

14.4 Employees shall earn sick leave from their date of hire at the rate of eight (8) hours for each completed month worked. Employees working less than full-time shall earn sick leave at a proportionate rate.

14.5 The Sheriff or designee may require a doctor's statement, showing the nature of an injury, illness, and/or an evaluation of necessity directly related to such absence. Any additional expense incurred in obtaining this statement shall be the responsibility of the Employer.

14.6 Employees shall make requests for sick leave by telephone or in writing before, or as soon as possible before their scheduled reporting time.

14.7 If an employee becomes ill or disabled while on vacation, the employee's vacation shall be changed to sick leave, for the period of the illness or disability upon presentation of a doctor's statement to the employee's supervisor. Notice shall be given to the supervisor as soon as possible when the illness or disability occurs.

14.8 Each employee shall earn eight (8) hours of sick leave for each month worked. Sick leave shall accumulate up to 900 hours. All employees hired prior to October 21, 1997, upon retirement or termination, unless terminated for just cause, shall be entitled to fifty-five percent (55%) of the unused sick leave up to 900 hours as severance pay. Employees who were hired on or after October 21, 1997 will not be eligible for the severance benefit set forth above and will be limited to a maximum sick leave balance of 900 hours.

14.9 Employees hired prior to October 21, 1997 will be paid in January of each year for

the hours in excess of 900 at the straight time pay for which they are normally compensated. Employees hired on or after October 21, 1997, will not be eligible to cash in sick leave as provided above.

- 14.10 The Sheriff or designee may approve the use of accumulated sick leave by an employee who is unable to work for reason of illness, injury or pregnancy; who would expose fellow employees or the public to contagious or infectious disease; for required medical or dental care; or to make arrangements for care necessary for a member of the employee's immediate family who is seriously ill. Immediate family shall include spouse, parents of spouse, parents and children of employee (including stepfamily relatives of the same relationships listed above).

ARTICLE 15 - LEAVES FOR DEATH IN THE FAMILY

Funeral leave up to a maximum of four (4) days not to be taken from sick leave may be authorized by the Sheriff or designee in case of a death in the immediate family that is, spouse, children, brothers, sisters, parents, and grandparents of either the employee or spouse (including stepfamily relatives of the same relationships listed above). Each request will be considered individually by the Department Head and circumstances such as travel time involved, responsibility of the employee for funeral arrangements, administration of the estate, will be considered. The Sheriff or designee may authorize additional use of sick leave or vacation leave as necessary.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.1 The Sheriff or the Sheriff's designee may approve the absence of an employee without pay not to exceed two weeks for justifiable reasons. Any absence of more than two weeks, whether with or without pay, shall be approved by the County Board in advance. Where appropriate, the County Board may grant an official leave of absence in order to preserve the employee's rights under applicable retirement programs.
- 16.2 Paternity/Maternity Leave: An unpaid maternity/paternity leave of absence of up to six (6) months shall be granted to pregnant or adopting employees with probationary or permanent status when requested.

The Sheriff or designee may require prior notice to determine the commencement date and duration of maternity/paternity leaves, the Sheriff or designee shall review each on its individual merits, taking into consideration individual duties, efficiency, health and welfare of the employee or child, or other relevant criteria. Following childbirth or upon receiving the child when adopting

and upon signifying the employee's intent to return with at least two weeks' notice and within the six-month leave of absence period, an employee shall be reinstated to their original job or to a position of like status and pay. The Sheriff or designee may require that the employee produce medical certification that the employee is fit for work before returning to the job.

- 16.3 Court Duty: Any employee subpoenaed as a witness for County-related business or called and selected for jury duty shall receive the employee's regular compensation and other benefits for such duty. Pay received for jury duty must be given to the County by the employee. Pay for expenses shall be kept by the employee.
- 16.4 If an employee files for the office of Sheriff, the employee must take a leave of absence upon candidacy or date of filing. Employees shall notify the County Administrator in writing fourteen (14) working days prior to the filing date. In the event an employee fails to provide the fourteen (14) day notice as set forth herein, the employee will forfeit accrued vacation time up to fourteen (14) days. An employee on such leave of absence shall use accrued vacation and/or compensatory time before going on a non-paid status. Insurance benefits may be continued during the period of unpaid leave with the employee paying for the full cost. If the employee, after being on unpaid leave, ceases to be a candidate, the employee shall be reinstated immediately after the primary election.
- 16.5 Time spent on an unpaid leave of absence shall not count towards an employee's seniority.
- 16.6 Employees working the minimum requirement pursuant to the Family and Medical Leave Act will be eligible for leaves of absence pursuant to County policy.

ARTICLE 17 - REINSTATEMENT

A former employee who is re-employed in the employee's old class within one (1) year will have only the following items reinstated: the same salary as when the employee left, seniority credit, non-probationary status, vacation accumulation rate as of the date of prior separation from employment.

ARTICLE 18 - HOLIDAYS

18.1 The following days will be recognized as holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Day.

Christmas Eve will be recognized as a half-day paid holiday for scheduled employees. Scheduled employees will receive four (4) hours paid holiday. If employee is not scheduled to work on that date, they will not receive this four (4) hours of pay. If the employee is scheduled to work and is not able to take time off for the four (4) hours, due to being an essential employee, that employee will receive the four (4) hours of straight holiday pay in addition to their accrued worked time during that shift (or difference between four (4) hours and what hours the employee took the paid holiday time).

A floating holiday is one (1) regularly scheduled shift during the present calendar year to be taken on a date determined by the employee with approval of the Sheriff or the Sheriff's designee. In order to be eligible for the floating holiday, employee must be employed on or before July 1 of the year in question.

18.2 All employees will be paid once a year for holiday pay on or before the first payroll in December, with a separate check for same. Holiday pay will be paid at the applicable straight time rate that an employee received when the holiday occurred for the above holidays (100 hours).

18.3 All employees who are required to work on a holiday shall be paid at the rate of one and one-half (1 ½) times their regular rate for all hours worked.

ARTICLE 19 - INJURY ON DUTY

19.1 In all cases when an employee is injured in the course of the employee's employment, a leave of absence of up to twenty-four (24) months with pay may be granted according to the following provisions.

19.2 The request for the leave of absence will be heard by the three (3) member Workers' Compensation Board consisting of the Steward of the Union, a representative of the County's choice and a third party, agreed on by both the Steward and the Employer's Representative.

19.3 The above Board will determine the length of leave of absence. The employee shall receive supplementary payments (not charged to sick leave) to make up the difference between Workers' Compensation and the employee's normal rate of pay.

19.4 The Board's decision shall be by majority vote and shall be final and binding on both the employee and the Employer. Leaves of absence specified in this Section shall be made based on the salary at the time of the injury and for a period not to

exceed twenty-four (24) months. The employee shall accumulate seniority while on a leave of absence covered by this Article.

ARTICLE 20 - CLOTHING ALLOWANCE AND MAINTENANCE

20.1 Employees shall be allowed a clothing allowance payable in January. The clothing allowance shall be seven hundred fifty dollars (\$750.00).

20.2 The clothing allowance shall be used for the purpose of replacing items of initial issue by the Sheriff's Department, including leather. At the discretion of the Sheriff or designee, the items replaced may be required to be returned to the Department.

20.3 Initial issue for all newly hired employees shall consist of the following:

Corrections Sergeants

- *3 long-sleeved shirts
- *3 short-sleeved shirts
- *3 pair of slacks
- *1 tie
- *2 badges
- *2 name tags
- *1 winter jacket
- *1 belt
- *Patches
- *Handcuff case
- *Handcuffs
- *1 glove holder
- *1 mace holder – mace

Communications Sergeants

- *1 long-sleeved shirt
- *1 short-sleeved shirt
- *1 pair of slacks
- *1 tie
- *2 badges
- *2 name tags
- *1 winter jacket
- *1 belt
- *Patches

*Items are to be retained by County.

- 20.4 The Employer agrees to replace prescription eyewear and hearing aids of the employees that are damaged in the line of duty. At the discretion of the Sheriff or designee, uniform items as listed in Article 20.3 damaged in a unique situation will be replaced by the County.
- 20.5 If an employee is terminated after receiving the full uniform allowance and before serving the full twelve (12) month period (January to December), the pro-rated share of unearned uniforms shall be deducted from the final paycheck.
- 20.6 The County shall provide the initial clothing upon employment, for all newly hired employees. On the first anniversary of employment, the employee shall receive a pro-rated clothing allowance for that calendar year.

ARTICLE 21 - INSURANCE

- 21.1 The Employer agrees to provide all full-time employees with a hospital, medical and surgical benefit plan. The Employer contribution for single coverage shall be \$794.27 per month effective January 1, 2023 through December 31, 2023.

Effective prior to January 1, 2024 and January 1, 2025, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premium.

- 21.2 Full-time employees shall have the option of insuring their dependents in a hospital, medical and surgical benefit plan. Effective January 1, 2023, the Employer will contribute \$1191.41 per month toward the cost of such coverage for employee plus spouse, or, employee plus children coverage; or, the Employer will contribute \$1588.54 toward the cost of such family coverage. Any additional cost for single or family coverage shall be paid by the employee through payroll deduction.

Effective prior to January 1, 2024 and January 1, 2025, the County and Union agree to re-open the Agreement only for the purpose of determining the amount of Employer contribution for health insurance premium.

- 21.3 The Employer agrees to provide all full-time employees with Life Insurance with double indemnity payments for line of duty or accidental death, according to the following schedule, and at no cost to the employee: \$25,000.00 per employee.
- 21.4 Employees who retire from the Sheriff's Department shall have the option of remaining in the provided group insurance programs, provided the employee pays the applicable County group insurance rate for the specific insurance desired until age 65 or in accordance with applicable state and federal statutes.
- 21.5 The Union agrees that during the course of this contract they shall not enroll in any health benefit plan not authorized by the Employer.
- 21.6 Affordable Care Act. 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, minimize or reduce any penalties, taxes or fines for the Employer.

ARTICLE 22 - HOURS OF WORK

- 22.1 This Article is intended only to define the normal hours of work.
- 22.2 The normal work year shall be based on two thousand eighty hours (2,080).
- 22.3 When directed by the Employer to stay on the premises during the normal meal break, meals shall be provided to Correctional Sergeants and Dispatch Sergeants at no cost, specifically lunch and dinner.

ARTICLE 23 - THIRD PARTY CLAIMS AGAINST EMPLOYEES

Pursuant to Minnesota statutes, the Employer will defend, save harmless or indemnify the employee against any tort claim or demand, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance and scope of the employee's duties.

ARTICLE 24 - WAGES AND TRAINING

- 24.1 Employees shall receive compensation in accordance with Appendix A.

Effective January 1, 2023, the salary range consisting of a minimum and maximum salary set forth in Appendix A will apply. In no event will an employee's base salary exceed the salary range maximum (salary ranges

effective January 1, 2024, and January 1, 2025 are also listed).

The Employer may elect to hire new employees in a classification within the salary range.

- 24.2 Each employee shall receive a minimum of sixteen (16) job-related credit hours per year which may be chosen by the employee. If there is a change in Department of Corrections requirements, then each employee shall receive a minimum equal to the requirement. The Employer retains the authority to approve or deny any schooling request.
- 24.3 The County will pay for training which is authorized by the County at time and one-half (1 ½) the regular rate of pay if in excess of their regularly scheduled shift. This includes travel time to and from training. Any additional training is at the discretion of the Sheriff or the Sheriffs designee.
- 24.4 An employee's failure to maintain the required license shall constitute just cause for discipline under Article 10 of this contract. Circumstances beyond the employee's control will be considered by the Employer in the determination of any disciplinary action.
- 24.5 Shift differential: Employees in the classifications of Correctional Sergeant and Dispatch Sergeant shall be eligible for shift differential of \$1.33 per hour if the majority of hours worked are between 6:00 p.m. and 6:00 a.m., and all hours worked between Friday at 6:00 p.m. and Monday at 6:00 a.m. Shift differential shall apply to hours worked only and shall not apply to comp time, vacation, sick leave or other situations other than hours worked.
- 24.6 Field Training Officer pay: Employees assigned as Field Training Officer (FTO) shall receive two dollars (\$2.00) per hour in addition to their regular wage for hours worked in this capacity; applicable duties and parameters are at the discretion of the Sheriff and/or their designee. The FTO designation should be reserved for training duties and work performed outside of the regular supervisory capacity.
- 24.7 Meal reimbursement will be in accordance with the Reimbursable Expenditure Section of the McLeod County Personnel Policy.
- 24.8 Performance reviews shall be conducted by Department Head or Supervisor of all employee's performance, and the employee shall have an opportunity to discuss performance with the Department Head or Supervisor. During an employee's performance review, it will be the individual's total performance as related to stated responsibilities of their position that will be evaluated. An

employee who receives a rating of 1 which means "Needs Improvement" in two or more performance review categories or an overall rating of 24 or less will not be eligible for the upcoming range movement for that year. Employees can appeal their Performance Review to the County Administrator. The performance review is intended to inform the employee of their level of performance and to stimulate improved performance and personal development on the part of each employee, and to determine how the employee views responsibilities and communicates with the Department Head or Supervisor. Performance reviews will be conducted at least annually.

ARTICLE 25 -VOLUNTARY TERMINATION

An employee voluntarily terminating employment shall submit in writing the effective date of termination to the Department Head, not less than 30 days prior to the effective date of resignation. The Department Head may grant a shorter notice if circumstances warrant it.

ARTICLE 26 - WAIVER OF BARGAINING

- 26.1 Any and all prior agreements, resolutions, 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 have resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment not removed from law by bargaining. All agreements and understandings arrived at by the parties are fully set forth in this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment not specifically referred to or covered by this Agreement. Even though such terms or conditions shall not have been within the knowledge or contemplation of either or both of the parties at the time of this Agreement was negotiated or executed, the parties may, upon mutual agreement amend or modify any provisions of this Agreement.

ARTICLE 27 - DURATION

- 27.1 This Agreement is effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2025 or until a new Agreement is adopted by the parties. Retroactive pay and benefits, if agreed to, shall be paid only to employees employed as of the date of Union ratification of the successor collective bargaining agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement, the 17th day of January, 2023

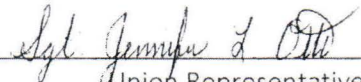
COUNTY OF McLEOD

L.E.L.S. LOCAL NO. 329

BY: 
County Board Chair

BY: Tim Chmielewski
Union Representative
Tim Chmielewski

BY: 
County Administrator

BY: 
Union Representative

DATE: January 17, 2023

DATE: _____

APPENDIX A

2023 – 2025 MCLEOD COUNTY LELS NON-LICENSED SERGEANTS HOURLY WAGE SCHEDULE

Wage Grade Job Classification

170 Jail Sergeant

170 Communications Sergeant

2023 McLeod County Wage Grade Ranges			
Job Grade	Minimum	Midpoint	Maximum
260	\$49.46	\$61.83	\$74.19
250	\$46.79	\$58.48	\$70.18
240	\$44.15	\$55.19	\$66.23
230	\$41.60	\$52.00	\$62.41
220	\$39.00	\$48.75	\$58.50
210	\$36.49	\$45.61	\$54.73
200	\$34.01	\$42.51	\$51.01
190	\$31.62	\$39.52	\$47.42
180	\$29.22	\$36.52	\$43.83
170	\$26.86	\$33.57	\$40.29
160	\$24.54	\$30.67	\$36.81
150	\$22.30	\$27.88	\$33.45
140	\$20.06	\$25.07	\$30.09
130	\$17.51	\$21.88	\$26.26
120	\$15.54	\$19.42	\$23.31
110	\$13.53	\$16.91	\$20.30
100	\$11.60	\$14.50	\$17.40

2024 McLeod County Wage Grade Ranges			
Job Grade	Minimum	Midpoint	Maximum
260	\$50.70	\$63.37	\$76.05
250	\$47.96	\$59.95	\$71.93
240	\$45.26	\$56.57	\$67.88
230	\$42.64	\$53.30	\$63.97
220	\$39.98	\$49.97	\$59.97
210	\$37.40	\$46.75	\$56.10
200	\$34.86	\$43.57	\$52.29
190	\$32.41	\$40.51	\$48.61
180	\$29.95	\$37.43	\$44.92
170	\$27.53	\$34.41	\$41.29
160	\$25.15	\$31.44	\$37.73
150	\$22.86	\$28.57	\$34.29
140	\$20.56	\$25.70	\$30.84
130	\$17.94	\$22.43	\$26.92
120	\$15.93	\$19.91	\$23.89
110	\$13.87	\$17.34	\$20.80
100	\$11.89	\$14.87	\$17.84

2025 McLeod County Wage Grade Ranges			
Job Grade	Minimum	Midpoint	Maximum
260	\$51.96	\$64.96	\$77.95
250	\$49.16	\$61.44	\$73.73
240	\$46.39	\$57.98	\$69.58
230	\$43.71	\$54.64	\$65.56
220	\$40.98	\$51.22	\$61.46
210	\$38.33	\$47.92	\$57.50
200	\$35.73	\$44.66	\$53.60
190	\$33.22	\$41.52	\$49.82
180	\$30.70	\$38.37	\$46.04
170	\$28.22	\$35.27	\$42.33
160	\$25.78	\$32.23	\$38.67
150	\$23.43	\$29.29	\$35.14
140	\$21.07	\$26.34	\$31.61
130	\$18.39	\$22.99	\$27.59
120	\$16.33	\$20.41	\$24.49
110	\$14.21	\$17.77	\$21.32
100	\$12.19	\$15.24	\$18.29

2023 HEALTH INSURANCE ELIGIBLE MEMBER OPT-OUT AGREEMENT
 Effective for the 2023 benefits plan year, the County contribution to health insurance eligible employees who choose the “opt-out” option will receive \$235.13 towards other pre-tax and post-tax benefit premiums, any remainder will be distributed as taxable income. This agreement shall not constitute a precedent with regard to subsequent negotiations or matters between the parties.

2023 HEALTH SAVINGS ACCOUNT CONTRIBUTION FOR ELIGIBLE MEMBERS

County contribution to employees participating in County-sponsored Health Savings Account (HSA) High-Deductible Health Plans (HDHP's) for 2023 will be eligible for a HSA contribution match. Single coverage participants will be eligible for up to \$1200 in annual dollar-for-dollar matching funds. Participants with Employee plus Child(ren), Employee plus Spouse, or, Family coverage will be eligible for up to \$1800 in annual dollar-for-dollar matching funds. Participants who join the plan mid plan year will be eligible for a pro-rated matching amount based on a twelve-month schedule.

POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN (HCSP) CONTRIBUTION AGREEMENT

Members of the McLeod County Sheriff's Office Non-Licensed Sergeants Union, Law Enforcement Labor Services Local #329, are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All eligible funds collected by the employer on behalf of the employee will be deposited into the employee's post-employment health care savings plan account. This account has been established; the contribution of 3% of wages eligible to be deposited by members will continue to be deposited into the employee's Minnesota State Retirement System Health Care Savings Plan with each County payroll cycle through the duration of this agreement and beyond, unless agreed upon further by both parties.

POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN (HCSP) CONTRIBUTION OF ELIGIBLE ACCRUED SICK LEAVE AND VACATION PAY

Members of the McLeod County Sheriff's Office Non-Licensed Sergeants Union, Law Enforcement Labor Services Local #329, who are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP), with accrued sick leave (subject to the eligibility requirement of Article 14.8) and/or accrued vacation (subject to the eligibility requirement of Article 14.3), will have eligible funds deposited in a post-employment HCSP upon retirement by eligible employees, unless agreed upon further by both parties.

