

LABOR AGREEMENT

BETWEEN

THE COUNTY OF MEEKER

-AND-

LAW ENFORCEMENT LABOR SERVICES LOCAL 472
NON-LICENSED SUPERVISORS UNIT

Effective January 1, 2021 through December 31, 2022

INDEX

ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	DEFINITIONS.....	1
ARTICLE 4	EMPLOYER SECURITY	1
ARTICLE 5	MANAGEMENT RIGHTS.....	2
ARTICLE 6	UNION SECURITY	2
ARTICLE 7	EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE	3
ARTICLE 8	SAVINGS CLAUSE	5
ARTICLE 9	PROBATIONARY PERIOD	5
ARTICLE 10	DISCIPLINE.....	5
ARTICLE 11	SENIORITY	6
ARTICLE 12	WORK SCHEDULES	6
ARTICLE 13	COURT TIME, DEPARTMENTAL MEETINGS AND CALL BACKS.....	7
ARTICLE 14	ON CALL AND STAND BY.....	7
ARTICLE 15	VACATIONS	8
ARTICLE 16	SICK LEAVE	8
ARTICLE 17	HOLIDAYS	8
ARTICLE 18	HEALTH AND WELFARE	9
ARTICLE 19	LEAVES OF ABSENCE.....	10
ARTICLE 20	INJURY ON DUTY.....	10
ARTICLE 21	UNIFORM ALLOWANCE.....	10
ARTICLE 22	WAGES	10
ARTICLE 23	PHYSICALS.....	11
ARTICLE 24	SAFETY.....	11
ARTICLE 25	WAIVER.....	11
ARTICLE 26	DURATION.....	11
APPENDIX A	SALARY SCHEDULES	13

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2021, between the County of Meeker, hereinafter called the Employer, and Law Enforcement Labor Services Local No. 388, hereinafter called the Union. It is the intent and purpose of this Agreement to:

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

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes §179A.03, Subd. 8, those certified by the Bureau of Mediation Services in BMS Case No. 21PCE0780, including the classifications of Jail Sergeants, Jail Administrators, and Dispatch Supervisor. The parties shall refer to this group as the LELS Non-Licensed Unit.
- 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.
- 2.3 The Employer agrees not to enter into any agreement individually or collectively with employees in this unit, or with any other labor organization with regard to employees in this unit which alters or conflicts with the terms and conditions of this Agreement.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services Local 388.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services Local 388.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Meeker County Sheriff's Department.
- 3.5 EMPLOYER: The County of Meeker.
- 3.6 SHERIFF: The Sheriff of the County of Meeker.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services Local 388.
- 3.8 PROBATIONARY EMPLOYEE: An at-will employee who has not completed the 12-month probationary period. Probationary employees may not avail themselves of the utilization of Article 7, Employee Rights Grievance Procedure, to grieve a discharge.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 It is recognized that, except as expressly stated herein, the Employer will retain whatever rights and authority are necessary for it to operate and direct the affairs of Meeker County in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of Meeker County; to determine the methods, means, organization, and number of personnel by which such

operations and services are to be conducted; to assign and transfer Employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge, or relieve Employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities.

- 4.2 Any term or 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.
- 4.3 Nothing in this Agreement will limit or prohibit the right of the Employer to subcontract work performed by Employees covered by this Agreement.
- 4.4 The Union agrees that during the life of this Agreement neither the Union, its Officers, or agents, nor any of the Employees covered by this Agreement, will cause, encourage, participate in, or support any strike, sympathy strike, slowdown, mass absenteeism, or other interruption of or interference with the operation of the Department. Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.
- 4.5 Failure of the Employer to exercise a managerial right at any point does not create a past practice and does not preclude exercising any managerial right in the future.

ARTICLE 5. MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the Sheriff shall retain whatever rights and authority necessary for the Sheriff to operate and direct the affairs of the Sheriff's Department in all of its various aspects insofar as it does not violate any of the terms of this Agreement as herein contained, or any state or federal laws.

ARTICLE 6. UNION SECURITY

- 6.1 In recognition of the Union as the exclusive representative, the Employer shall:
 - A. Deduct for each payroll, an amount sufficient to provide payment of dues established by the Union from the wages of all Employees authorizing, in writing, such a deduction; and
 - B. Remit such deduction to the appropriate designated Officer of the Union.
- 6.2 The Union may designate Employees from the bargaining unit to act as a Steward and an Alternate and shall inform the Employer in writing of such choice and changes in the position of Steward and/or Alternate.
- 6.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees that on the Employer's premises and without loss of pay, the Union Stewards shall be allowed to post official Union notices; transmit communications authorized by the Union or its Officers under the terms of this Agreement; consult with the Employer, Union Officers, or the Union Representative concerning the enforcement of any provisions of this Agreement as provided by the terms of this Agreement.

- 6.6 Stewards are authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against a Steward because of the performance of such duties.

ARTICLE 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the Agreement. A probationary employee is not entitled to utilize the grievance procedure regarding a discharge.
- 7.2 Union Representative: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of the Agreement.
- 7.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a 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 that the Employee and the Union representative have notified and received the approval of the Sheriff who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 Procedure: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure: Step 1. An Employee claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Sheriff as designated by the Employer. The Sheriff or 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, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Sheriff or 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 Sheriff or Employer-designated Step 2 representative. The Sheriff and/or Employer-designated representative shall 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 or Employer-designated representative'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 Employer-designated Step 3 representative. The County Administrator or

Employer-designated representative shall give the Union the Employer's Step 3 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 Administrator or Employer-designated representative's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived. If no settlement is reached prior to Step 4, the Union and the Employer may, by mutual agreement, request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within 10 days following the decision in Step 3. If mediation does not resolve the grievance within thirty days, arbitration may commence as hereafter provided in Step 4. Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. By mutual agreement, both parties can request involvement of a BMS mediator to hear and resolve the grievance. If either side does not agree to the mediation process, either party may request arbitration within ten (10) days after either party's written notification to the other of their intent not to participate in the mediation process by serving a written notice on the other party of their intention to proceed with arbitration.

7.5 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 another issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of the 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.

7.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specific time limits or 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 specific 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 written agreement of the Employer and the Union.

- 7.7 Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7, or a procedure such as: Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 7 or another appeal procedure - and shall 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 of Article 7.

ARTICLE 8. SAVINGS CLAUSE

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

ARTICLE 9. PROBATIONARY PERIOD

During the probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer without access to the grievance process. The probationary period shall be twelve (12) months for newly hired or rehired Employees. The Employee's probationary period may be extended up to an additional six (6) months upon mutual agreement between the Employer and the Union. During the probationary period, a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the Employer.

ARTICLE 10. DISCIPLINE

- 10.1 The Employer will discipline Employees for just cause only. Discipline will be in the form of:
- A. oral reprimand,
 - B. written reprimand,
 - C. suspension,
 - D. demotion, and
 - E. discharge.
- 10.2 Employees may not grieve coaching or performance evaluations.
- 10.3 Suspensions and discharges will be in written form.
- 10.4 Written reprimands, 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 notices of suspension and discharge.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 Grievances relating to this Article shall be initiated by the Union in Step 2 of the Grievance

Procedure under Article 7. Grievances relating to discharge may be initiated by the Union at Step 4 of the Grievance Procedure under Article 7.

- 10.7 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.

ARTICLE 11. SENIORITY

- 11.1 CLASSIFICATION SENIORITY shall be determined by the Employee's length of continuous full-time employment within their classification. No credit shall be earned for time spent at a rank outside of the bargaining group.
- 11.2 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from lay-off on the basis of seniority. An employee on lay off shall have an opportunity to return to work within two (2) years of the time of his/her lay off before any new employee is hired.
- 11.3 No present full-time employee shall be replaced by part-time employees nor shall full-time employees be reduced to part-time status.
- 11.4 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year.

ARTICLE 12. WORK SCHEDULES

- 12.1 The normal workday shall consist of eight (8), ten (10), or twelve (12) hour shifts as determined by the Employer. 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
- 12.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.
- 12.3 **Overtime:** Non-exempt Employees will be compensated at one and one-half (1½) times the Employee's regular base pay rate for hours worked in excess of the Employee's regular scheduled shift. If an Employee's schedule is changed with less than a 72-hour notice, premium pay (1½) shall be paid for all hours worked.
- 12.4 Seniority shall be on a rotation basis, for overtime, in each grade. However, employees refusing to work overtime when the employee's turn comes will be red-lined and recorded and not eligible until the next time around. Any employee not desiring overtime is to inform their supervisor so the employee will not have to be called.
- 12.5 Emergency situations which require a shift to be extended, Article 12.3 (situations which allow for no prior notice) shall not be mandated.
- 12.6 Overtime shall be distributed as equally as practicable and shall be reviewed each six (6) months of the calendar year to provide for the equality.
- 12.7 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.8 Employees have the obligation to work overtime or call backs if requested by the

- Employer, unless unusual circumstances prevent the employee from so working.
- 12.9 Overtime pay shall be remitted to the employee on or before the end of each pay period.
 - 12.10 **Compensatory Time:** A non-exempt Employee may elect to receive compensatory time in lieu of cash payment for overtime. Compensatory time shall be computed at the rate of one and one-half (1½) hours for each hour worked.
 - 12.11 Non-exempt Employees must elect cash payment or compensation time at the time the overtime slip is submitted.
 - 12.12 A maximum of 80 hours compensatory time may be carried from year to year. An Employee shall be compensated for any time in excess of 80 hours on or before November 30th each year.
 - 12.13 Exempt Employees will follow County Personnel Policies for hours worked in excess of their normal schedule.

ARTICLE 13. COURT TIME, DEPARTMENTAL MEETINGS AND CALL BACKS

- 13.1 A non-exempt Employee who is required to appear in Court during their scheduled off-duty time shall receive a minimum of four (4) hours pay at time and one-half rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the four (4) hour minimum.
- 13.2 A non-exempt Employee shall receive four (4) hours base rate pay if notification of cancellation is not received forty (40) hours prior to the scheduled court appearance. An extension or early report to a regularly scheduled shift for Court appearance does not qualify an employee for the four (4) hour minimum. This time will not be counted as overtime or towards average workweek hours.
- 13.3 A non-exempt Employee called in for a departmental meeting/training shall be granted a minimum of three (3) hours pay, which may be eligible for overtime if such time meets the overtime requirements. An extension or early report to regularly scheduled shift for a departmental meeting/training does not qualify an employee for the three (3) hour minimum.
- 13.4 A non-exempt employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at time and one-half rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

ARTICLE 14. ON CALL AND STANDBY

- 14.1 **Standby Pay.** When an Employer instructs an Employee to remain available for work during an assigned off-duty period. The Employee is not required to remain at a fixed location but must remain within the County and leave word where the Employee may be reached. An Employee placed on standby shall be compensated at the rate of fifteen minutes of straight time for every one hour on standby.
- 14.2 **On Call Pay.** When the Employer issues the Employee a cell phone and requires a prompt response when called. The Employer may designate the Employee as the primary on-call Employee for a designated period of time during which the Employee must carry the cell phone at all times. A Jail Administrator, Jail Sergeant, or Dispatch Supervisor placed on call pay status shall receive three hundred dollars (\$300.00) additional pay per month.

14.3 An Employee shall be compensated as provided in Article 13.4, Call Back Time, once the employee is called into work.

ARTICLE 15. VACATIONS

15.1 Employees covered by this Agreement shall earn paid vacation according to the following schedule: Service shall be continuous full-time.

0-6 Years of Service	8 Hours per Month
7-12 Years of Service	10 Hours per Month
13-20 Years of Service	12 Hours per Month
21 or Mores Years of Service	14 Hours per Month

15.2 Accrued vacation may be accumulated not to exceed a total of 200 hours.

15.3 **Scheduling:** All vacation requests are subject to supervisory approval. The employee should not be granted vacation leave if the supervisor determines that the employee's absence may impair the efficient operation of the department.

15.4 **Payment of Accrued Vacation:** Employees who have accumulated vacation time shall be eligible to receive, upon separation from service upon two weeks notice and who depart in good standing, payment of unused vacation at the employee's base rate of pay for up to 200 hours. All vacation payouts will be deposited into the employee's VEBA account if the employee has an established account. For employees who do not have an established VEBA account, vacation payments will be paid directly to the employee, unless the payment totals \$1,000 or more, in which case a VEBA will be setup for them and the vacation payment will be deposited into it. Employees who were part-time during the duration of their employment and were not eligible for health insurance at any time will receive their payment in a lump sum. In the event of death of an employee, all earned vacation of the deceased shall be paid to the employee's legal beneficiary, if living, otherwise to the estate of the deceased employee. There may be a clearance period of up to three weeks from the effective date of the employee's termination until the accrued vacation is paid. Payment for vacation or other pay may be withheld if the employee is in any way indebted to the County or is in possession of County equipment or property. Good standing is defined as having given proper notice of resignation, return of property, not resigning during notice of a pending investigation, or while subject to notice of allegations of serious misconduct.

15.5 **Use of Vacation as Sick Leave:** Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the conditions regulating the use of sick leave.

ARTICLE 16. SICK LEAVE

Sick leave shall be granted in accordance with the Meeker County Personnel Policies.

ARTICLE 17. HOLIDAYS

17.1 Holidays for exempt Employees shall be in accordance with the Meeker County Personnel Policies.

- 17.2 Non-exempt Employees shall receive ten (10) days with pay at eight (8) hours per day during the year to compensate for holidays. Employees who work Christmas Eve when it falls on a Monday - Friday be paid time and one-half (1½).
- 17.3 Non-exempt Employees shall receive straight time pay for all hours worked on a scheduled holiday in addition to their regular pay. The Employer shall make reasonable effort to accommodate the wishes of employees for scheduling holidays under this Article.
- 17.4 Payment for unscheduled holidays shall be made on or before November 30 of each calendar year by separate check. Requests shall be submitted by November 10. Employees cannot be paid for holidays not worked.
- 17.5 Non-exempt Employees who work on any of the paid holidays listed below shall receive an additional one-half (1½) times their regular straight time hourly rate of pay for all such hours worked:
 - New Years, observed on January 1,
 - Martin Luther King Day, Observed as the third Monday in January,
 - Presidents Day, observed as the Third Monday in February,
 - Memorial Day, observed as the last Monday in May,
 - July 4, observed on the July 4,
 - Labor Day, observed on the first Monday in September,
 - Veterans Day, observed on November 11,
 - Thanksgiving, observed on the fourth Thursday of November,
 - Day after Thanksgiving, observed the day after Thanksgiving,
 - Christmas observed on December 25.

ARTICLE 18. HEALTH AND WELFARE

Insurance benefits shall be provided in accordance with the following:

- 18.1 Life Insurance. Permanent full-time and permanent part-time Employees scheduled to work thirty (30) hours or more per week will be provided at least \$20,000.00 in life insurance coverage at no cost to the Employee.
- 18.2 Hospital/Medical/Surgical Insurance Health Insurance. Health insurance benefits shall be provided in accordance with the following:

Family Coverage: Effective January 1, 2021 the County will pay \$1,359.09 towards the PEIP Advantage High Option, \$1,325.04 towards the Advantage Value Option, and \$1,284.59 towards the Advantage HSA option of which \$25.00 per month will be contributed into the employee's HSA. These contributions will be effective starting the first of the month following contract approval by LELS. Effective January 1, 2022 the EMPLOYER shall pay 50% of the increase of the family coverage for the Advantage HSA Plan. The EMPLOYER shall increase the contribution towards the family coverage for the Advantage Value Option and the Advantage High Option by that same amount.

Employee Only Coverage: Effective January 1, 2021 the County will pay \$627.02 towards the PEIP Advantage High Option, \$614.62 towards the Advantage Value Option, and \$589.25 towards the Advantage HSA option of which \$68.45 will be

deposited in the Employee's HSA. These contributions will be effective starting the first of the month following contract approval by LELS. Effective January 1, 2022 the EMPLOYER shall pay 100% of the increase of the employee only coverage for the Advantage HSA Plan. The EMPLOYER shall increase the contribution towards the employee only coverage for the Advantage Value Option and the Advantage High Option by that same amount.

18.3 The County has the right to choose the Health Insurance carrier/plan as long as the aggregate value of the plan(s) is not reduced.

ARTICLE 19. LEAVES OF ABSENCE

Any and all leaves of absence shall be granted to the members of this bargaining group as required under state and federal law and pursuant to the Meeker County Personnel Policies. An Employee on an approved leave of absence may continue his/her group health coverage by paying the total cost of the insurance premiums in advance. Employee cost of insurance premium(s) must be paid in advance of the payroll deadlines.

ARTICLE 20. INJURY ON DUTY

An Employee injured in the line of duty, covered by Worker's Compensation laws of the State of Minnesota, and eligible for Worker's Compensation pay, shall be guaranteed his/her regular pay by the Employer for ninety (90) workdays. The Employer will pay the difference between the Employee's weekly pay and his/her weekly Worker's Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to the receipt of their Worker's Compensation checks. At the end of the ninety (90) workday period, an Employee may draw on his/her accumulated sick leave and vacation. The Employer may require the Employee to provide doctor's certificate that the Employee is capable of returning to work, either in a limited duty capacity or to resume his/her normal duties.

ARTICLE 21. UNIFORM ALLOWANCE

- 21.1 The Employer may provide start-up uniforms accoutrements for members of this bargaining unit at the discretion of the Sheriff.
- 21.2 The Jail Administrator and the Jail Sergeant shall receive a check for uniform allowance for \$1,000 during the second payroll period in January. The Dispatch Supervisor shall receive a check for uniform allowance for \$500 during the second payroll period in January. This amount is to cover maintenance and replacement of the Employee's uniform except department provided bullet proof vest.
- 21.3 The County shall reimburse an Employee up to \$400 for the replacement cost of eyeglasses damaged in the line of duty.

ARTICLE 22. WAGES

- 22.1 Employees shall be paid in accordance with Appendix A, attached hereto, and made a part of this Agreement.

- 22.2 Movement within a salary range shall occur upon the successful completion of a twelve (12) month probationary period and thereafter on the Employee's anniversary date. Step movements shall be effective at the beginning of the pay period following the date on which the Employee becomes eligible to receive such increase.
- 22.3 The Employer, at its sole discretion, may hire or promote an Employee at a higher wage than the beginning of the salary range.
- 22.4 Employees shall receive a shift differential of \$0.80 per hour for each hour worked between 6 p.m. and 6 a.m.

ARTICLE 23. PHYSICALS

The Employer shall pay for required physicals for Employees.

ARTICLE 24. SAFETY

- 24.1 The Employer and Union agree to jointly promote safe and healthy working conditions, to cooperate in safety matters and to encourage Employees to work in a safe manner.
- 24.2 The Employer will make reasonable efforts to provide each Employee with safe and adequate equipment and facilities as necessary for the Employee to adequately perform his/her duties.

ARTICLE 25. WAIVER

- 25.1 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.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE 26. DURATION

This Agreement shall become effective January 1, 2021, and shall remain in effect through December 31, 2022, and shall continue in effect from year to year thereafter, unless either party shall notify the other in writing by October 1st prior to the termination date that it desires to modify this Agreement.

MEEKER COUNTY

[Signature]
1-22-2021

LAW ENFORCEMENT LABOR
SERVICES, LOCAL 388

[Signature] 1-14-21
[Signature] 1-14-21

APPENDIX-A

SALARY SCHEDULES

MEEKER COUNTY CLASSIFICATIONS

B31	Dispatch Supervisor
B31	Corrections Sergeant
C43	Jail Administrator

MEEKER COUNTY 2021 HOURLY SALARY SCHEDULE

Meeker County Hourly Table 2021											
	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010	0011
B31	23.33	24.03	24.76	25.49	26.25	27.04	27.86	28.68	29.55	30.44	31.35
C43	29.24	30.13	31.02	31.96	32.91	33.90	34.91	35.97	37.05	38.16	39.30

MEEKER COUNTY 2022 HOURLY SALARY SCHEDULE

Meeker County Hourly Table 2022											
	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010	0011
B31	23.80	24.51	25.26	26.00	26.78	27.58	28.42	29.25	30.14	31.05	31.98
C43	29.82	30.73	31.64	32.60	33.57	34.58	35.61	36.69	37.79	38.92	40.09

