

AGREEMENT

between

COUNTY OF NICOLLET
MINNESOTA

and

LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 280)

(Essential Licensed Unit)

JANUARY 1, 2022, to DECEMBER 31, 2022

TABLE OF CONTENTS

Article 1	Purpose of Agreement	1
Article 2	Recognition	1
Article 3	Definitions	1
Article 4	Union Security	2
Article 5	Employer Security	2
Article 6	Employer Authority	2
Article 7	Grievance Procedure	3
Article 8	Discipline	5
Article 9	Training	6
Article 10	Hours of Work	6
Article 11	Overtime	6
Article 12	Court Pay	7
Article 13	Call-Back Pay	7
Article 14	On-Call Pay	7
Article 15	Seniority	7
Article 16	Probationary Employees	8
Article 17	Compensation	8
Article 18	Vacation	8
Article 19	Holidays	9
Article 20	Sick Leave	10
Article 21	Injury on Duty	10
Article 22	Leaves of Absence	11
Article 23	Insurance	12
Article 24	Uniforms	13
Article 25	Part-Time Employees	13
Article 26	Outside Employment	14
Article 27	Drug and Alcohol Testing	14
Article 28	Complete Agreement & Waiver of Bargaining	14
Article 29	Savings Clause	15
Article 30	Duration	15
	Appendix A - Wage Schedule Deputies and Emergency Management Director/Deputy Effective January 1, 2022, through December 31, 2022	16
	Appendix B - Wage Schedule Sergeants Effective January 1, 2022, through December 31, 2022	17
	Appendix C - Wage Schedule Investigators Effective January 1, 2022, through December 31, 2022	18

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Nicollet, 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 the interpretation and/or application of this Agreement; and
- 1.3 Specify the full and complete understanding of the parties.

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 under Minn. Stat. §179A.03, subd. 8, for all essential licensed employees of the Nicollet County Sheriff's Department, St. Peter, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, 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 issues shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 Department: Nicollet County Sheriff's Department.
- 3.2 Employee: A member of the exclusively recognized bargaining unit.
- 3.3 Employer: County of Nicollet.
- 3.4 Union: Law Enforcement Labor Services, Inc.
- 3.5 Union Members: A member of Law Enforcement Labor Services, Inc. (Local No. 280).
- 3.6 Policy: Non-Union Nicollet County Employee Policy Manual as adopted on December 19, 2017

ARTICLE 4. UNION SECURITY

- 4.1 The Union may designate two (2) employees from the bargaining unit to act as a representative, who shall have the right to process grievances as necessary during normal working hours without loss of time or pay provided permission has been granted from the employee's supervisor. The Union shall inform the Employer in writing of such choice and of any changes in the Union representatives.
- 4.2 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 as agreed between the Employer and the Union.
- 4.3 The employer agrees to allow the union to use the designated bulletin board and the employer's electronic communication systems for the posting and distribution of union-related correspondence.

It is agreed that notices of a political or inflammatory nature or items which reflect negatively on the Union, employees, or County shall not be posted. It is further agreed that County time shall not be used for drafting, disseminating, and maintaining union related correspondence.

The County will also make space available in the Sheriff's Department for Union meetings of bargaining unit employees when it does not conflict with the operation of the department.

- 4.4 The Employer agrees not to enter into any agreement with members of the bargaining unit, individually or collectively which in any way conflicts with the provisions of the Agreement.
- 4.5 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.

ARTICLE 5. EMPLOYER SECURITY

- 5.1 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, slowdown, or other interruption of, or interference with the operations of the Sheriff's Department and the Employer.

ARTICLE 6. EMPLOYER AUTHORITY

- 6.1 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 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.

- 6.2 The Union specifically recognizes the right and obligation of the Employer to efficiently manage and conduct its operations within its legal limitations and the Employer's primary obligation to provide for public safety.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 Definition. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 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 representative and of the successor when so designated.
- 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 employees' duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

- Step 1 A grievance alleging a violation concerning the interpretation or application of this Agreement shall be submitted in writing by the Union to the Sheriff within twenty-one (21) calendar days after such alleged violation has occurred or should reasonably have been known. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Sheriff or his or her designee shall hold a grievance hearing with the Union representative and the aggrieved employee within ten (10) working days of receipt of the grievance at a time mutually agreeable to the parties. The Sheriff shall give a written answer to the Union representative within ten (10) working days after this meeting.

Step 2 If the grievance is not resolved at Step 1 and the Union desires to appeal, the Union shall serve notice of appeal within ten (10) calendar days after receipt of the Sheriff's answer with the County Administrator. The County Administrator or designee shall hold a grievance hearing with the Union representative and the aggrieved employee within ten (10) working days of receipt of the grievance at a time mutually agreeable to the parties. The County Administrator or designee shall give a written answer to the Union representative within ten (10) working days after this meeting.

Step 3 If the grievance is not resolved at Step 2 and the Union desires to appeal, the Union shall serve notice of appeal within ten (10) calendar days after receipt of the County Administrator's answer with the County Administrator for presentation of the grievance to the County Board at its next meeting or at such other meeting that they may designate. Within ten (10) working days of the Board meeting when the grievance is presented, the Board shall make its decision.

Step 3A If the grievance is not resolved at Step 3 of the grievance procedure, the parties may by mutual agreement submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 4 of the grievance procedure.

Step 4 A grievance unresolved in Step 3 or Step 3A 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.

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 Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. 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) calendar days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

7.6 Arbitrator's Fee. 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 borne 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 specific 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 appeal the grievance to the next step within the time limits. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union.
- 7.8 **Choice of Remedy.** If as a result of the written Employer response in Step 3 or mediation at Step 3A, whichever is applicable, 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 this Article 7 or a procedure such as fair employment or veterans preference. If appealed to any procedure other than Step 4 of this Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article 7.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing 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, this paragraph of Section 7.8 shall be immediately null and void and shall be deleted from this Agreement.

- 7.9 **Postmark.** A grievance and a grievance response shall be considered to have been presented within the time limits set forth in this Article if it is postmarked within the time limits specified.

ARTICLE 8. DISCIPLINE

- 8.1 The Employer will discipline an employee 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.

Both the Union and the Employer agree that the above list of the types of discipline is not meant to imply or require a sequence of discipline.

- 8.2 Suspensions, demotions and discharges will be in written form. 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.
- 8.3 Employees may examine their individual personnel file at reasonable times, under the direct supervision of the Employer.
- 8.4 Discharge will be preceded by a five (5) day suspension without pay.
- 8.5 An employee will not be questioned involving a matter that may reasonably be expected to result in discipline of the employee being questioned unless the employee has been given an opportunity to have a Union representative present. The representative must be available on a timely, reasonable basis.
- 8.6 Grievances regarding suspensions, demotions and discharges shall be filed by the Union at Step 2 of the grievance procedure set forth in Article 7 of this Agreement.

ARTICLE 9. TRAINING

- 9.1 Time spent by an employee in attending required training sessions as directed by the Employer shall be considered hours worked. If overtime compensation is merited such payment shall be at the rate of time and one-half (1½) for each hour spent attending the training session. Costs incurred in attending this training will be paid by the Employer in accordance with County policy.

ARTICLE 10. HOURS OF WORK

- 10.1 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.

This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

- 10.2 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Sheriff or Sheriff's designee.
- 10.3 The normal work week shall be an averaged forty (40) hours for full time employees.

ARTICLE 11. OVERTIME

- 11.1 Full-time employees shall 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 scheduled shift.
- 11.2 A full-time employee who is required to work by the Sheriff or the Sheriffs designee on the employee's scheduled day off shall be compensated at the rate of one and one-half (1½) times the employee's regular base rate of pay for hours worked.
- 11.3 Overtime shall be distributed as equally as practical.
- 11.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.5 Employees may voluntarily switch shifts, with the approval of the Sheriff or the Sheriffs designee. Voluntary switching of shifts does not qualify an employee for overtime pay.
- 11.6 Employees shall receive payment for all overtime compensation earned each pay period. With the prior approval of the employee's supervisor, the employee may accrue compensatory time off in lieu of overtime pay, to a maximum of one hundred (100) hours. Compensatory time earned in excess of one hundred (100) hours shall be paid. Use of compensatory time off is subject to prior approval of the Sheriff or designee. Compensatory time may not be carried over from one calendar year to the next calendar year.

ARTICLE 12. COURTPAY

- 12.1 An employee who in the course of duty is required to testify or appear in court, during the employee's off-duty hours shall receive a minimum of three (3) hours pay at time and one-half (1½) the employee's regular base rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

ARTICLE 13. CALL-BACK PAY

- 13.1 An employee called to work during their off-duty time shall be paid a minimum of two (2) hours at time and one-half (1½) their regular base rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for this minimum.

ARTICLE 14. ON-CALL PAY

- 14.1 Each full-time employee will be provided on-call pay in the amount of \$2,100 per year effective January 1, 2022, payable in equal installments each pay period. If the employee is called back to duty during their scheduled on call time, the employee will be compensated in accordance with Article 13.1

- 14.2 Employees, in the classification of Investigator who are assigned on-call hours, shall receive four dollars (\$4.00) per hour for hours assigned to be on on-call pay.

ARTICLE 15. SENIORITY

- 15.1 Definitions. Seniority for benefit accrual shall be determined by an employee's length of continuous service with the Employer since the employee's last date of hire. Classification seniority for purposes of layoff shall be determined on the basis of continuous service within the employee's job classification. An employee's continuous service record will be broken only by separation from service by reasons of resignation, discharge for cause, retirement or death. When two or more employees have the same seniority date, their position on the seniority list will be determined by lot.
- 15.2 Layoffs. A reduction in the work force will be accomplished on the basis of classification seniority, and the employee with the least classification seniority will be laid off first. The last Employee laid off will be the first to be recalled for work. No new employees will be hired until the layoff list has been exhausted.

ARTICLE 16. PROBATIONARY EMPLOYEES

- 16.1 The probationary period for newly hired or rehired employees will last for twelve (12) months. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- 16.2 The probationary period for employees transferred or promoted into Deputy positions will last for twelve (12) months. During the probationary period, a transferred or promoted employee may be returned to the employee's previous classification at the sole discretion of the Employer.

ARTICLE 17. COMPENSATION

- 17.1 Rates of Pay. Employees covered by this Agreement shall be compensated in accordance with the salary schedules marked Appendix A, Appendix B and Appendix C attached hereto and made part of this Agreement.
- 17.2 The Employer will pay the cost of the P.O.S.T. license fee.
- 17.3 The K.9 handler will receive one-half hour compensation per day, whether on or off duty, for training and maintaining the K.9. The compensation will be at one and one-half (1 ½) times the employee's regular base pay rate.
- 17.4 An employee, who is specifically assigned by a supervisor as a Field Training Officer (FTO), shall receive one dollar and fifty cents (\$1.50) per hour for all hours the employee performs FTO duties.

ARTICLE 18. VACATION

18.1 Vacation Time Earned. Each full-time employee shall earn vacation with pay as follows:

<u>Years</u>	<u>Monthly Accumulation Rate</u>
0 thru 5	8hours
6 thru 10	10 hours
11 thru 15	12 hours
16 & over	14 hours

The following additional vacation with pay shall be effective April 1, 2013

20 through 24	14.67 hours
25 and over	15.33 hours

Full-time employees who work less than 40 hours but not less than 30 hours per week shall earn vacation leave on a pro-rata basis, based upon the number of hours worked. Part-time employees shall accrue vacation time on a pro rata basis. A pro rata accrued rate shall be based on the number of hours worked.

- 18.2 Eligibility for Vacation. Vacation time shall accrue from the first date of employment. Probationary employees are eligible to use accumulated vacation time.
- 18.3 Maximum Vacation Time. All full-time employees who work at least 40 hours per week may accumulate vacation up to a maximum of 240 hours. All other employee's maximum vacation is prorated based upon current employment.
- 18.4 Use of Vacation. An employee shall not be allowed to use vacation time until after it has been earned. All vacation time must be approved by the employee's supervisor.
- 18.5 Payment of Accrued Vacation Time. Employees, who are not on probation, who leave the employment of the County shall be paid for accrued vacation time at the current hourly rate of pay at the date of their severance.
- 18.6 Double Pay. No employee shall be permitted to waive vacation for the purpose of receiving double pay.
- 18.7 Vacation Leave Not Granted. Vacation leave shall not accrue during periods of employee suspension or during periods of authorized unpaid leave of absence.

ARTICLE 19. HOLIDAYS

19.1 All full-time employees shall be entitled to the following paid holidays:

1. New Year's Day	January 1 st
2. Martin Luther King Day	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4 th
6. Labor Day	1 st Monday in September
7. Veterans Day	November 11 th
8. Thanksgiving Day	Fourth Thursday in November
9. Friday after Thanksgiving Day	Fourth Friday in November
10. Christmas Eve Afternoon	December 24 (one-half day)
11. Christmas Day	December 25 th

19.2 Any employee who is required to work on a holiday listed in Article 19.1 shall be paid one and one half (1 ½) times the employee's regular rate of pay for hours worked, plus eight (8) hours holiday compensation at their base pay rate as provided for in Article 19.3. When the majority of the scheduled shift hours are on the designated holiday, all hours worked shall be credited to that day for purposes of computing holiday premium pay. Each holiday starts at 12:01 a.m. and ends the following midnight. Christmas Eve day starts at 1:00 p.m. and goes to midnight.

19.3 An employee who is not required to work on a holiday listed in Article 19.1 shall receive an alternate paid eight (8) hours off in lieu of the holiday. Christmas Eve day shall receive an alternate paid four (4) hours off in lieu of the holiday.

19.4 Unused accumulated holiday hours shall be paid to employees at straight-time rates at the end of the calendar year.

All covered employees can cash out any earned holidays, at any time. The use of this cash out cannot result in overtime.

19.5 Personal Leave Day (Floating Holiday). Effective April 1, 2013 employees shall receive one (1) personal leave day (8 hours). Employees working less than 40 hours per week on a regular basis will receive the personal leave day on a pro-rata basis. The scheduling of the personal leave day shall be by mutual agreement between the employee and the employee's supervisor. The personal leave day cannot be carried over from one calendar year to the next.

ARTICLE 20. SICK LEAVE

20.1 Earning Sick Leave. Sick leave shall accrue from the first day of employment. Full-time employees, who work 40 hours or more per week, shall earn sick leave at the rate of eight (8) hours for each full month of service. Part time employees who work at least 20 hours per week shall accrue sick time on a pro rata basis. The pro-rata accrued rate shall be based on the number of hours worked.

- 20.2 Bank Sick Leave. After 800 hours have been accumulated, the employee is to receive 8 (eight) hours per month as before with one-half going to vacation time and one-half going to bank sick leave. Bank sick leave can only be used after all other sick leave has been used because of illness. Such accumulation shall be prorated in accordance with Chapter 7.6 for employees who work less than 40 hours per week.

20.3 Use of Sick Leave

Sick leave can be used for the following reasons:

1. Personal illness or physical incapacity
2. Illness of a member of the employee's family (as defined in section 20.9) that requires the employee's personal attention
3. Appointments with a doctor, dentist, chiropractor, optometrist, or other medical professional (for self or other family member's as defined in section 20.9). Appointments include taking time off from work to donate blood.
4. Safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking (providing assistance to those relatives as defined in section 20.9). For the purpose of this leave:
 - a. "domestic abuse" has the meaning given in Minnesota Statute section 518B.01
 - b. "sexual assault" means an act that constitutes a violation under Minnesota Statutes sections 609.342 to 609.3453 or 609.352; and
 - c. "stalking" has the meaning given in Minnesota Statute section 609.749
5. Any leave otherwise approved under the Family Medical Leave Act (see policy)
6. Up to 16 hours can be used in times of inclement weather including school closings and late starts or unsafe driving conditions

An employee shall not be allowed to use sick time until after it has been earned. All sick time must be approved by the employee's supervisor.

- 20.4 Sick Leave Not Granted. Sick leave shall not accrue during periods of employee suspension or during periods of authorized unpaid leave of absence.
- 20.5 Written Physician's Statement. Upon returning from a leave taken because of an employee's own serious health condition, the employee must present a written certification from their health care provider stating that they are able to perform the essential functions of their position with or without reasonable accommodation.
- 20.6 Disciplinary Action. An employee claiming sick leave without being ill or otherwise not eligible for sick leave within the provisions of this article may be cause for a disciplinary action, including, but not limited to, denial of sick leave pay.
- 20.7 Notify Employer. Employees shall notify their immediate supervisor or their department head at the earliest possible time that they will be taking sick leave.

- 20.8 Using Sick Leave in Case of Death/Serious Illness. Sick leave may be used in cases of death in the employee's immediate family and for when a member of the employee's immediate family is seriously ill.
- 20.9 Definition of an Immediate Family Member. Immediate family shall include an employee's spouse, parent, child, sibling, grandchild or grandparent, that is related by blood, marriage, or adoption; including foster children and grandchildren, or any relative or legal dependent who lives with the employee. Any other special circumstance must be approved by the department head after consultation with the Office of the County Administrator.
- 20.10 Payment of Sick Leave upon Resignation. Upon resignation an employee shall receive a lump sum payment at the current rate of pay based on the following years of service:
- 10 years - 25% of accumulated sick leave, not to exceed 800 hours
15 years - 35% of accumulated sick leave, not to exceed 800 hours
20 years - 50% of accumulated sick leave, not to exceed 800 hours
- 20.11 Payment of Unused Sick Leave upon Bonafide Retirement. Bonafide retirement is defined as a retirement fully eligible for PERA or other County or governmental retirement benefits related to that employee's position; or a retirement due to disability which shall be defined as an employee's inability to perform the essential functions of the employee's position with or without reasonable accommodation, by reason of serious injury or other serious illness.
1. Retirement - Even Numbered Year: Effective January 1, 2010, an employee who qualifies for bonafide retirement as defined in Chapter 7.23, and retires in an even numbered year, will have 100% of their accumulated sick leave balance deposited into their VEBA/HRA account at their prevailing rate of pay.
 2. Retirement - Odd Numbered Year: An employee who qualifies for bonafide retirement as defined in Chapter 7.23, and retires in an odd numbered year will receive 100% of their accumulated sick leave balance paid in one payment immediately upon retirement, at the prevailing rate of pay.
- 20.12 Unused Bank Sick Leave. Upon retirement or termination, no payment will be eligible for bank sick leave time.
- 20.13 Payment for Unused Sick Leave. Upon death while in employment, an employee's estate shall receive payment for 100% of unused sick leave up to a maximum of 800 hours at the employee's then prevailing rate of pay. Payment shall be made in one payment as soon as possible after verification of accrued sick leave.

ARTICLE 21. INJURY ON DUTY

- 21.1 An employee receiving workers' compensation loss of time benefits due to a work- related injury or illness has the option of using accumulated sick leave, personal leave or vacation leave until exhausted to equal the difference between the payment received from workers' compensation and the gross amount the employee would have been paid in a normal pay period. At no time shall the combined total weekly rate of compensation exceed the average weekly wage of the employee on the date of the injury. Employees shall be responsible for benefit deductions that would normally be taken out of their paycheck to the extent not covered by use of leave benefits as well as after leave balances are exhausted.
- 21.2 In compliance with the Minnesota Workers' Compensation Act, Minn. Stat. §176.021, subd. 5, and Public Employees Retirement Association (PERA), workers' compensation wage loss payments are exempt from federal, state, social security tax and PERA deductions. The check issued by the County shall have federal, state, social security tax, PERA deductions and any other deductions that would normally be taken out of the employee's paycheck.

The employee may choose to personally make a contribution to PERA equal to the employee's own portion of the workers' compensation disability payment. The employee may also make a payment equal to the Employer's portion. The employee should contact the PERA office for direction.

ARTICLE 22. LEAVES OF ABSENCE

- 22.1 Maternity Leave. An employee who is pregnant may take an extended unpaid maternity leave of absence not to exceed six (6) months. This may be extended up to a period of one (1) year by mutual consent between the department head and the employee.
- 22.2 Paternity Leave. An employee may take an unpaid paternity leave of absence not to exceed six (6) months. This may be extended up to a period of one (1) year by mutual consent between the department head and the employee.
- 22.3 Adoption Leave. An unpaid leave of absence may be granted when requested to an adoptive parent for a period not to exceed six (6) months. This may be extended up to a total maximum of one (1) year by mutual consent between the department head and the employee.
- 22.4 Extended Illness Leave. An unpaid leave of absence may be granted when requested by an employee for their own serious health condition or to care for a member of the employee's immediate family who is suffering from a serious health condition. Immediate family shall include for the purposes of this section an employee's spouse, child, father, mother, grandfather, grandmother, father-in-law, mother-in-law or any relative or legal dependent who lives with the employee. Such leaves shall not exceed six

(6) months. This may be extended up to a total maximum of one (1) year by mutual consent between the department head and the employee.

22.5 School Conference Leave. An employee may take leave, not to exceed sixteen (16) hours per year, to permit the employee to attend school conferences or classroom activities of the employee's children, provided the conferences or classroom activities cannot be scheduled during non-working hours. Said leave shall be without pay, but an employee may take an accrued paid vacation leave or other accrued comp time.

22.6 Return to Employment Following Leave. An employee returning from maternity/paternity/adoption/extended illness leave shall be re-employed in the employee's former position or in a position for which the employee is qualified commensurate with the position occupied prior to the maternity/paternity/adoption/extended illness leave subject to the following conditions:

1. that the employee is able to perform the essential duties and functions of the position;
2. that the employee returns on the date designated on the request for leave approved by the County.

22.7 Credit During Leave. An employee who returns from maternity/paternity/adoption/extended illness leave within the provisions of this section shall retain all previous experience credit and any unused sick leave and vacation time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit, sick leave or vacation time during the period of absence for maternity/paternity/adoption/extended illness leave.

22.8 Eligibility for Health Insurance During Leave. Pursuant to the Family and Medical Leave Act (FMLA) of 1993, (29 U.S.C. §§2601), all eligible employees are entitled to receive up to twelve (12) work weeks of health benefits in a twelve month period while they are on unpaid maternity/paternity/adoption/extended illness leave on the same terms as if they had been at work throughout the leave. To be eligible for such benefits an employee must have been employed for at least one year and have worked at least 1,250 hours within the previous twelve (12) month period.

For employees not eligible for the FMLA or for eligible employees who have already used their twelve (12) work weeks of health benefits in a twelve month period, an otherwise eligible employee on maternity/paternity/adoption/extended illness leave may be eligible to participate in group insurance programs if permitted under the insurance policy provisions. The employee will pay the insurance premiums for the months the employee is on maternity/paternity/adoption/extended illness leave.

22.9 Requests for Leave of Absence. All requests for leave of absence shall be submitted to the department head in writing by the employee as soon as the need for such leave is known. The request shall state the reason for and the anticipated duration of the leave of

absence. The employer shall furnish, in writing, the authorization or denial of the requested leave. No employee shall be required to exhaust vacation accruals prior to a leave of absence. No employee shall be absent from work without specific approval of their department head.

22.10 Other Paid Leaves of Absence.

- a. Court Appearance or Jury Duty Leave. Leave shall be granted for appearance before court, or other judicial body in response to a subpoena or other direction of proper authority for job related purposes other than those instituted by the employee. Leave shall also be granted for attendance at court in connection with an employee's official duty, which shall include any necessary travel time.
- b. Military Leave. Any employee shall be entitled to a leave of absence with pay for service in the Armed Forces of the United States, and/or the State of Minnesota, as now or hereafter authorized by the law (M.S. 192.26-192.264).

ARTICLE 23. INSURANCE

- 23.1 Health Insurance. The Employer shall contribute the same amount as that contributed for the County's non-union employees, toward a hospital medical and surgical benefit plan for eligible employees and their dependents. The Employer will meet and discuss any reduction in the aggregate value of benefits with the Union prior to implementing the change.
- 23.2 Life Insurance. The Employer will provide and pay for a term life insurance benefit for eligible employees to the same extent provided to non-union employees.
- 23.3 Dental Insurance. The Employer shall contribute the same amount as that contributed for the County's non-union employees, for dental insurance coverage for eligible employees and their dependents.
- 23.4 Leave of Absence. All Employer-paid benefits including health insurance will continue while an employee is on paid leave.
- 23.5 Affordable Care Act. The County reserves the right to modify the health insurance benefits provided to employees covered by this Agreement in the event the County is subject to a penalty, tax, fine or increased costs as a result of the requirements of the Affordable Care Act or its related regulations. The Employer will meet and discuss any such modifications with the Union prior to implementing the change.

ARTICLE 24. UNIFORMS

- 24.1 The Employer shall provide the initial uniform issue for each permanent, full-time employee. The employee will receive the regular uniform allowance after one (1) year of employment.

- 24.2 During the second and subsequent years of continuous employment, each employee will be allotted a maximum clothing allowance of eight hundred and seventy five (\$875). The clothing allowance shall be prorated for employees who have not completed twelve (12) months of continuous service by January 1st. Payment from such allowance shall be made only upon the employee's presentation of a clothing purchase voucher representing the actual repair or replacement expenditure, and approval of the expenditure by the Sheriff or designee.
- 24.3 The employee may apply for the repair or replacement of eyeglasses or other personal items of the individual employee which are damaged or destroyed in the line of duty. The decision to pay for all or part of the replacement costs will be made by the Employer and shall not be appealable. The criteria that will be used by the Employer will include, but is not limited to, the circumstances of damage, the condition of the article prior to and after the event, the value of the article and the reasonableness of use.

ARTICLE 25. PART-TIME EMPLOYEES

- 25.1 Eligibility for Benefits. Employees working 30 hours or more per week, are eligible for full Employer benefits except that holidays, sick leave and vacation time shall be prorated based on the number of hours worked.

ARTICLE 26. OUTSIDE EMPLOYMENT

- 26.1 Employees must receive prior approval from the Sheriff before accepting outside employment. No outside employment will be permitted which involves a conflict of interest, which brings discredit to the employee, the Sheriff's Department or the County or which otherwise interferes with the performance of their duties.

ARTICLE 27. DRUG AND ALCOHOL TESTING

- 27.1 The County shall conduct drug and alcohol testing in accordance with the County's Drug and Alcohol Free Workplace Policy.

ARTICLE 28. COMPLETE AGREEMENT & WAIVER OF BARGAINING

- 28.1 This Agreement shall represent the complete Agreement between the Union and the Employer. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 28.2 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to

bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE 29. SAVINGS CLAUSE

29.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Nicollet. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.


ARTICLE 30. DURATION

30.1 This Agreement shall be effective January 1, 2022, and shall continue in full force and effect until December 31, 2022, and shall automatically be extended from year to year thereafter unless either party notifies the other party in writing as required pursuant to the PELRA of their desire to amend, modify or terminate this Agreement.


IN WITNESS WHEREOF, the parties hereto have set their hands.

COUNTY OF NICOLLET

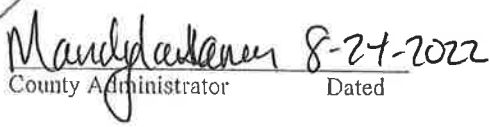
LAW ENFORCEMENT LABOR SERVICES, INC.


County Board Chair


Dated


Business Agent

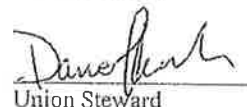
Dated


County Administrator

Dated


Union Steward

Dated


Union Steward

Dated

**Appendix A
Wage Schedule
Deputies**

Effective January 1, 2022, steps will change from a 3% increase to 3.25% increase. The following pay grid will result:

DBM Grade C41	Minimum	Step 2	Open Range	Maximum
Annual	\$ 58,103.69	\$59,992.06	\$61,941.80	\$84,250.36
Hourly	\$27.93	\$28.84	\$29.78	\$40.50

Placement on the new scale: Effective January 1, 2022, employees in the open range will receive a 4% one-time, market adjustment increase.

Merit Increase. Effective January 1, 2022, increases for employees whose wage is within the open range shall be based upon the employee's performance and will be 0-6% based on the County's Performance Matrix, subject to an average increase of 3.5% across the Sheriff's Department. Employees hired after July 1, 2013, shall be eligible for a merit increase on their anniversary date.

In no event shall the employee's wage exceed the maximum of the wage schedule.

To be eligible for wage increases, the employee must be employed by the County as of the date of County Board approval of the Agreement.

Part-time employees shall be paid at the minimum rate of the above wage schedule.

**Appendix B
Wage Schedule
Sergeants**

Effective January 1, 2022, steps will change from a 3% increase to 3.25% increase. The following pay grid will result:

DBM Grade C42	Minimum	Open Range	Maximum
Annual	\$ 61,081.24	\$63,066.38	\$88,567.80
Hourly	\$29.37	\$30.32	\$42.58

Placement on the new scale: Employees in the open range will receive a 4% one-time, market adjustment increase.

Merit Increase. Effective January 1, 2022, increases for employees whose wage is within the open range shall be based upon the employee's performance and will be 0-6% based on the County's Performance Matrix, subject to an average increase of 3.5% across the Sheriff's Department. Employees hired after July 1, 2013 shall be eligible for a merit increase on their anniversary date.

In no event shall the employee's wage exceed the maximum of the wage schedule.

To be eligible for wage increases, the employee must be employed by the County as of the date of County Board approval of the Agreement.

Part-time employees shall be paid at the minimum rate of the above wage schedule.

Appendix C
Wage Schedule
Investigators and Emergency Management Director/Deputy

Effective January 1, 2022, steps will change from a 3% increase to 3.25% increase. The following pay grid will result:

DBM Grade C43	Minimum	Open Range	Maximum
Annual	\$64,058.80	\$66,300.86	\$92,885.25
Hourly	\$30.80	\$31.87	\$44.66

Placement on the new scale: Employees in the open range will receive a 5% one-time, market adjustment increase.

Merit Increase. Effective January 1, 2022, increases for employees whose wage is within the open range shall be based upon the employee's performance and will be 0-6% based on the County's Performance Matrix, subject to an average increase of 3.5% across the Sheriff's Department. Employees hired after July 1, 2013 shall be eligible for a merit increase on their anniversary date.

Effective March 13, 2022, the Emergency Management Director/Deputy shall be reclassified as from DBM Grade C41 to DBM Grade C43.

In no event shall the employee's wage exceed the maximum of the wage schedule.

To be eligible for wage increases, the employee must be employed by the County as of the date of County Board approval of the Agreement.

Part-time employees shall be paid at the minimum rate of the above wage schedule.