

LABOR AGREEMENT

BETWEEN

THE COUNTY OF OLMSTED, MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

2023-2025

Olmsted County Detention Sergeants

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AGREEMENT

This AGREEMENT is made this *19th* day of *October 2023* is entered into by and between the County of Olmsted (hereinafter referred to as the Employer or County) and Law Enforcement Labor Services, Inc. (hereinafter referred to as LELS or the Union) wherein it is agreed as follows:

**ARTICLE 1.
PURPOSE**

- 1.1 The County has endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the County and its citizens.
- 1.2 It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operation of the department, and to provide an orderly and prompt method for handling and processing grievances. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Minnesota.

**ARTICLE 2.
EXCLUSIVE REPRESENTATIVE**

- 2.1 The County recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179.71, Subdivision 3, as amended for: All non-licensed essential supervisory employees in position of Sergeant, who are employed by the Olmsted County Sheriff’s Office, Rochester, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding confidential and all other employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3.
ENFORCING AGREEMENT**

- 3.1 The County recognizes that the Union and not individuals shall settle disputes by its fair representation of the individual grievant. Unless a court of jurisdiction under the procedural and substantive law of the State of Minnesota in the exercise of its jurisdiction and thereby preempting other administrative procedure and remedy of the parties, matters arguably a grievance shall proceed as provided for Minn. Stat. §179A.01 through 179A.25 and absent either of the foregoing as a matter of law and fact, the former traditional practices and functions of the Civil Service Commission of the Olmsted County Sheriff’s Office its rules and regulations, are fully operative and precedent as an administrative entity continuously operative for the public, the Sheriff and all personnel now within the Civil Service structure.

**ARTICLE 4.
GRIEVANCE PROCEDURE**

It is understood that matters governed by the Sheriff’s Civil Service rules are not subject to this grievance procedure.

- 4.1 Definition of grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Union TC County HW

- 4.2 “Day” shall mean any calendar day except Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.
- 4.3 The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Postal Service or delivered personally within the time period.
- 4.4 The time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement. Failure to file or appeal any grievance within the given time periods shall be deemed a waiver thereof.
- 4.5 In computing any period prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period begins to run shall not be included. The last day of the period as computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.
- 4.6 The following grievance procedure shall apply.

Step 1 An employee claiming a violation concerning the interpretation or application of this Agreement shall within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee’s immediate supervisor as designated by the County. The County-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 provision of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after receipt of the Employer’s Step 1 answer.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Second Superior Officer. Grievances pertaining to discipline and/or discharge shall be initiated at Step 2 of the Grievance Procedure. The Second Superior Officer should give the Union the Employer’s 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 by the Union to Step 3 within ten (10) calendar days following the Superior Officer’s Step 2 answer.

Step 3. If appealed, the Union shall present the written grievance to the Sheriff or designee. The Sheriff or designee shall give the Union the Employer’s answer in writing with-in ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 by the Union within ten (10) calendar days following the Sheriff or designee’s answer in Step 3.

Step 4. If the grievance is not settled in Step 3 and the Union desires to appeal, a written appeal shall be presented by the Union to the Human Resources Director or designee. The Human Resources Director or designee shall give the Union the Employer’s answer in writing within ten (10) calendar days after receipt of such Step 4 grievance. Any grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days by the Union following the Step 4 answer.

Step 4A. A grievance unresolved in Step 4 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the timelines for filing Step 5.

Step 5. A grievance unresolved in Step 4 and appealed by the Union to Step 5 shall be submitted to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator, either party may request the Bureau of Mediation Services to provide a panel of seven (7) arbitrators. The Employer and the Union shall strike names from the panel using the alternate strike method. The party striking first shall be determined by a coin-flip.

4.7 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 County and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator’s decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the County 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 evidence presented by the parties.
- c. The fees and expenses for the arbitrator’s service and proceedings shall be paid equally by the County and the Union. Each party shall be responsible for compensating its own representative 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.

4.8 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The Employer and the Union may extend the time limit in each Step by mutual written agreement.

4.9 Election of Remedies: If as a result of the written employer response in Step 4, the grievance remains unresolved, and if the grievance involves the demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of the grievance procedure or a procedure such as veterans preference, civil-service or fair employment. If appealed to any procedure other than Step 5 of the grievance procedure, the grievance is not subject to the arbitration procedure as provided in Step 5 of the grievance procedure. The aggrieved employee shall indicate in writing which procedures to be utilized, Step 5 of the grievance procedure 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 5 of the grievance procedure.

Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to Board of Governors or if the Board of Governors is judicially or legislatively overruled, the italicized and double-lined portion of this section shall be deleted.

**ARTICLE 5.
PAYROLL DEDUCTION FOR DUES**

- 5.1 Dues Deductions. The Employer shall deduct from each employee who has authorized in writing a deduction for union dues such sum as regular dues by the Union. The Employer shall remit monthly such deductions to the Union.
- 5.2 Hold Harmless Provision. The Union will indemnify, defend and hold the Employer harmless against any and all claims made and against any suits instituted against the Employer, its officers or employees, by reason of deductions under this Article.

**ARTICLE 6.
MANAGEMENT RIGHTS**

- 6.1 It is recognized that, except as expressly stated herein, the County shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the County Sheriff's Office in all of its various aspects, including but not limited to the right to direct the working forces, to plan, direct, and control all the operations and services of the department, to determine the methods, means, organization, and the 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 determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons, to make and enforce reasonable rules and regulations, and to change or eliminate existing methods, equipment or facilities, or assign particular new functions and programs which are the responsibility of the County according to state law or rule and regulations of force and effect of law.

**ARTICLE 7.
HOURS OF WORK**

- 7.1 Work Schedules. The Employer shall periodically establish and post a work schedule for all employees covered by this Agreement identifying days on which the employee is scheduled to work and the starting and ending time of the employee's work shift. Such schedule shall be posted not less than two weeks prior to the beginning of the scheduling period.
- 7.2 Normal Work Periods. The Employer, in its discretion, may establish the Normal Work Day and the Normal Work Week for the job classes governed by this Agreement provided that the Normal Work Day for full-time employees shall consist of at least eight (8) consecutive hours of work (which may be interrupted by an unpaid meal break) and the Normal Work Week shall include an average of at least two (2) days off in each seven-day period. Nothing herein shall be construed as a guarantee of hours of work per day or per week. Should it be necessary in the judgment of the department to establish daily or weekly work schedules departing from the posted schedule or to change the "normal work day" or "normal work week", notice of such change shall be given to the Union as far in advance as is reasonably practicable.
- 7.3 Break Periods. Employees who remain on duty during their meal periods will be paid for such time. Employees regularly scheduled for shifts longer than eight (8) hours will receive longer meal periods or more frequent rest periods at the discretion of the Sheriff.
- 7.4 Call-Back. Employees who are required to work during non-scheduled work time, shall be compensated for a minimum of three hours, except that the three-hour minimum requirement shall not apply to instances where such call-back time continues into or extends from a normally scheduled shift. Compensation for the three hour minimum and any additional non-scheduled work beyond the three hours shall be paid at the rate of one and one-half (1-1/2) times the employee's basic hourly rate or given compensatory time off at the rate of one

and one-half (1-1/2) times the amount of time actually worked. For the purpose of this Section, compensatory time, alternate holidays and Paid Time Off (PTO) that have already been approved shall be considered “non-scheduled work time.”

- 7.5 Court Call-Back; Cancellation. When court call-back has been scheduled and the call back is cancelled less than 24 hours before the designated hour of appearance, the employee will receive compensation for the three hour minimum and any additional non-scheduled work beyond the three hours shall be paid at the rate of one and one-half (1-1/2) times the employee’s basic hourly rate or given compensatory time off at the rate of one and one-half (1-1/2) times the amount of time actually worked. The policies and procedures concerning court callback may be changed at the discretion of the Sheriff or persons outside the Sheriff’s Office as deemed appropriate. However, for the duration of this contract, the economic consequences of court callback policies and procedures shall be governed by Olmsted County Sheriff’s Directive 19, entitled “Deputy in Court” effective March, 2000 and changes to the economic consequences shall be subject to negotiation.
- 7.6 Employees and management will follow the County’s personnel policy on “Work Schedules and Pay for Exempt Staff.”
- 7.7 If the employer fails to notify the employee of a call in for a meeting or training within 48 hours, the Employee will be compensated three hours pay at the rate of one and one-half (1-1/2) times the employee’s basic hourly rate or given compensatory time off at the rate of one and one-half (1-1/2) times the three hours.

**ARTICLE 8.
HOLIDAYS**

- 8.1 The County will advance *one hundred and five (105) holiday hours or one-hundred and nine (109) holiday hours* when Christmas Eve is on a Monday through Thursday to those full-time employees regularly scheduled to work a twelve (12) hour shift at the beginning of each calendar year. Full-time employees working less than twelve (12) hour shifts will receive *eighty-eight (88) holiday hours or ninety-two (92) holiday hours* when Christmas Eve is on a Monday through Thursday.

These holidays may be used by the employee prior to being earned. Upon termination, the employee must pay the County back for any used, unearned holidays. Employees on military leave do not accrue holiday hours.

Employees shall receive the following designated holidays:

New Year's Day - January 1	Veterans Day – November 11
Martin Luther King Day - Third Monday in January	Thanksgiving Day – Fourth Thursday in Nov.
President's Day - Third Monday in February	Day after Thanksgiving – Fourth Friday-Nov.
Memorial Day - Last Monday in May	Christmas Eve ~ 4 hours – December 24.
Juneteenth – June 19	(when Christmas Eve occurs on a
Independence Day - July 4	Monday thru Thursday)
Labor Day – First Monday in September	Christmas Day – December 25

Employees who work on Christmas Day, Thanksgiving Day, Day after Thanksgiving, Independence Day, Labor Day, Memorial Day, **Juneteenth**, President’s Day, New Year’s Day, Veterans Day and Martin Luther King Day will be paid for hours worked at one and one-half (1-1½) times their basic hourly rate. For purposes of computing holiday pay, an employee’s shift starts at 12:01 a.m. Any employee who starts his or her shift after this time will receive holiday pay for their entire shift.

**ARTICLE 9.
NO STRIKE PROVISIONS**

- 9.1 Neither the Unions, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or abstinence in whole or in part of the full, faithful or proper performance of the duties or employment.
- 9.2 In the event that any employee violates this Article, the Union shall immediately notify such employee in writing to cease and desist from such action and shall instruct him or her to immediately return to his or her normal duties. Any employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

**ARTICLE 10.
PAID TIME OFF (PTO)**

10.1 Olmsted County provides Paid Time Off (PTO) for employees to utilize for vacations, attend to personal business, funerals and to recuperate during illness. Within the framework of Olmsted County's PTO program, effective 1/4/2021 an employee will accrue an amount of time each pay period (bi-weekly) as follows for employees who work 2080 hour per year:

First Year thru Year 5	7 hrs. 0 min./pay period
Year 6 thru Year 10	7 hrs. 45 min./pay period
Year 11 thru Year 15	8 hrs. 30 min./pay period
Year 16 thru Year 20	9 hrs. 15 min./pay period
Year 21 thru Year 25	10 hrs. 0 min./pay period
Year 26 +	10 hrs. 45 min./pay period

2184 -Accrual Rates (employees at or greater than 2184 follow):

First Year thru Year 5	7 hrs. 30 min./pay period
Year 6 thru Year 10	8 hrs. 15 min./pay period
Year 11 thru Year 15	9 hrs. 00 min./pay period
Year 16 thru Year 20	9 hrs. 45 min./pay period
Year 21 thru Year 25	10 hrs. 30 min./pay period
Year 26 +	11 hrs. 30 min./pay period

The accrual will be based on the individual's percent of FTE and hours worked up to 1.0 FTE. An employee's accrual PTO bank may not exceed 740 hours. Accordingly, notwithstanding the provisions of this article, an employee who has 740 hours in his/her PTO bank will not accrue any additional PTO until his/her PTO bank drops below 740 hours. 100% of accrued, unused PTO up to the maximum limit will be paid out at separation.

- 10.2 Eligibility: An employee is eligible for PTO if the employee is scheduled to work at least twenty (20) hours per week and the position is anticipated to last for at least one year.
- 10.3 Participants who have taken a minimum of 80 hours of PTO between designated dates are eligible annually to sell up to 40 hours of PTO at their current salary. ***Participants who have taken a minimum of 120 hours of PTO between designated dates are eligible annually to sell up to 80 hours of PTO at their current salary.*** This ability to sell PTO will be done at the County's designated time along with the other PTO participants.

- 10.4 In case of illness, injury or disability, the first normally scheduled twenty-four (24) consecutive hours shall be taken for the Paid Time Off (PTO) bank or unpaid time (pro-rated for part-time employees) before the employee may use banked sick leave.
- 10.5 All regular full-time and part-time Olmsted County employees, and provisional employees who work at least a .5 FTE or greater with a predetermined employment of at least 12 consecutive months, under the Paid Time Off (“PTO”) Program established effective January 1, 1993, working on average at least twenty (20) hours per week are eligible to participate in the short-term disability leave program. Short-term disability benefits are effective on the 181st calendar day of employment.
- 10.6 If an eligible employee has experienced a qualified illness or injury, the short-term disability program will provide the employee eighty (80) percent of their base wage. Short-term disability benefits are pro-rated based on the eligible employee’s full-time equivalence (FTE). An employee can receive short-term disability benefits up to a maximum of 867 work hours, or 150 calendar days, whichever is shorter. The length of the STD benefit is based upon medical necessity and a completed Certification of Health Care Provider form from the employee’s medical provider.
- 10.7 Employees seeking short-term disability benefits must complete a waiting period of twenty-four (24) consecutive scheduled work hours after the disability occurs before short-term disability benefits will begin. The twenty-four (24) work hour benefit waiting period will be prorated for part-time employees.
- 10.8 An employee who has been granted short-term disability benefits and who has any amount in his/her banked sick leave account must use and exhaust that banked sick leave prior to receiving short-term disability benefits.
- 10.9 The same employees as defined above under the STD program, are automatically covered under the Long-Term Disability (LTD) program under the terms and conditions as described in the LTD summary plan description. The benefit to the employee is forty percent (40%) of their base monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The employee may purchase an additional twenty-six and two-thirds percent long term disability coverage (26 2/3%) for a total benefit amount of sixty-six and two-thirds percent (66 2/3%) of their base monthly earnings not to exceed the maximum monthly benefit, less other income benefits. (The minimum monthly benefit is \$100.00 and the maximum monthly benefit is \$5,000.00). The LTD Benefit becomes available after the completion of the 150-day STD elimination period. Employees must apply for and be approved by the insurance carrier before any LTD payments begin.

**ARTICLE 11.
INSURANCE**

- 11.1 The County will provide Hospital, Surgical, Medical, Dental and Life Insurance benefits to this group under the same conditions as the County provides benefits to non-union County employees. The rates established for the Union will be identical to what will be established for non-union employees. These rates and coverage’s will be subject to change annually.
- 11.2 Effective January 1, 2008, employees *may* receive pro-rated health and dental insurance benefits if they are regular employees who work at least .5 FTE and up to .75 FTE for at least one year.

**ARTICLE 12.
ALLOWANCE**

- 12.1 Checks shall be issued at the same time that checks are provided to other Sheriff's *Office* employees
- 12.2 All employees who are required to wear a uniform as determined by the Sheriff shall be provided with the required clothing through the Employer's "ship store." The County will dry clean up to two uniforms (shirts and trousers) for each uniformed employee, if the uniforms are left at the designated location on designated days in accordance with the procedure established by the Sheriff. The actual clothing and equipment required shall be determined at the discretion of the Sheriff as deemed appropriate. However, for the duration of this contract, the economic consequences of the uniform or equipment policy shall be governed by Olmsted County Sheriff's Directive 6, entitled "Uniforms/ Appearance/ Ship store" effective June 2001 for law enforcement staff and ADC policy 2-6 entitled: "Duty Uniform" effective February 1996 for the Adult Detention Center, and changes to the economic consequences shall be subject to negotiation.
- 12.3 Employees who are on military leave do accrue uniform allowance.
- 12.4 Employees shall receive the County Cellphone stipend according to the Smart Device Authorization form.

**ARTICLE 13.
SEVERANCE PAY**

- 13.1 Employees shall be eligible for payment of PTO as severance pursuant to the attached Minnesota State Retirement System Plan.

**ARTICLE 14.
PAY FOR ON-DUTY INJURY**

- 14.1 Benefits are provided under the Minnesota Worker's Compensation law for each separate incident of personal injury arising out of and in the course of employment with the Sheriff's Office.
- 14.2 Each employee shall receive disability pay to equalize the employee's normal salary, not to include any premium pay, for the period not to exceed twelve (12) calendar months from the time of injury. Disability pay shall not apply to an employee who was injured while in the employment of someone other than Olmsted County.

Disability pay shall be subject to all state and federal tax laws and Public Employee Retirement Act regulations. At no time shall the combination of an employee's workers' compensation benefits and disability benefits exceed the net wages the employee would have received at the time of injury, providing all wages and deductions remain the same.

- 14.3 The County shall have the discretion and processing of disability pay and worker's compensation benefits in accordance with Minnesota statutes and shall continue the employee's earned benefit each pay period, while the employee is injured.

**ARTICLE 15.
MOONLIGHTING**

- 15.1 No employee covered by this Agreement will engage in any outside employment or business which would hinder the impartial or objective performance of his or her duties. More than twenty (20) hours per week of moonlighting shall be excessive unless the person is on vacation leave. Employees must obtain written consent of the Sheriff or designee before moonlighting.

**ARTICLE 16.
WORKING CONDITIONS**

16.1 Both the County and the Union agree to maintain sanitary, safe working conditions and equipment. Employees shall work to the highest standard of safety and efficiency.

**ARTICLE 17.
SHIFT DIFFERENTIAL PAY**

17.1 During the term of this Agreement, all employees covered by this Agreement shall receive the following shift differential pay: Employees will receive a shift differential of **\$2.00** per hour for all hours worked between 6:00 P.M. and **6:00 A.M.**

**ARTICLE 18.
WAGES**

18.1 For the calendar years ~~2023~~, **2024 & 2025**, all full-time employees will receive wage increases with the attached Schedule A.

18.2 *This group shall receive the annual percentage general wage increase for county employees; including bargaining groups and non-bargaining employees, that exceeds the agreed percentage in this contract.*

18.3 Performance Ratings. The following conditions apply to in-service performance ratings for all employees:

- A. Employees will receive one formal, written service rating during each calendar year, based on the preceding twelve months' performance.
- B. Employees will be personally reviewed by their immediate supervisor.
- C. Employees will receive a copy of each annual rating.

Employees who do not receive a "Meets Expectations" or above rating on their annual performance review will not receive a merit increase.

- D. If an Employee's conduct or performance is unacceptable, the Sheriff may discipline an Employee, and as a part of the discipline include the loss of a future step increase in the disciplinary action.
- E. Performance Review Date Increases: Employees, who have had a performance review, will be eligible for a salary increase on the employee's performance review date as follows:

Performance Pay 2023, 2024 & 2025	
<u>Minimum to Maximum</u>	
Exceeds Expectations	3.25%
Meets Expectations	2.25 %
Does Not Meet Expectations	0 %

ARTICLE 19.
DISCIPLINE AND DISCHARGE

19.1 The County will discipline an employee for just cause only. The discharge of probationary employees shall be subject to the Olmsted County Civil Service Rules.

Discipline will be in one or more of the following forms:

- A. **Verbal** reprimand (this may be noted in written form in the employee’s personnel file).
- B. Written reprimand (suspensions, demotions, and discharges shall be in writing. These will become part of the employee’s personnel file and will be given to and acknowledged in writing by the employee.) The employee may request that a copy be given to the Union.
- C. Suspension (may be assessed, at the employer’s discretion, in time off without pay or reduction of time from the employee’s vacation bank).
- D. Demotion.
- E. Discharge.

19.2 Employees may examine their own personnel file at reasonable times under the direct supervision of County-designated personnel. The County and the Union agree that only disciplinary action resulting in a written reprimand, Suspension, Demotion, and/or Discharge may be processed in accordance with the grievance procedure of this Agreement.

19.3 Written reprimands, to become part of an employee’s personnel file, shall be read and acknowledged by signature of the employee or supervisor if the employee refuses to sign the document. The employee will receive a copy of such reprimands, notices or suspension and discharge and will be responsible if they wish to send the reprimand to the Union. Written reprimands may be removed from the employee’s personnel file with written request from the employee after five years from the date of issuance so long as the employee has no same or similar discipline in the interim. Such requests will not be arbitrarily denied.

19.4 A Union representative or steward shall have the right, at the employee’s discretion, to be present at any questioning of that employee concerning investigation for disciplinary action against that employee.

ARTICLE 20.
SAVINGS CLAUSE

20.1 If any provisions or portion of this Agreement should be rendered illegal or should be declared by reason of any subsequent statute regulation or ordinance or by a decision of the court, or administrative agency, such invalidation shall not affect the remaining provisions or portions of this Agreement.

**ARTICLE 21.
TRAINING**

21.1 All employees covered by this Agreement have the responsibility to comply with training requirements promulgated by the State of Minnesota Department of Corrections. The County will provide the opportunity for employees to attend necessary training.

21.2 Employees will follow the County’s Personnel Policies on tuition reimbursement:
Regular employees who work twenty (20) hours or more per week on an ongoing basis and have completed their initial evaluation period with the County may be eligible for tuition reimbursement. Employees who qualify for education benefits under the GI Bill, are eligible to submit expenses not covered by the GI Bill up to the County’s maximum amount. Tuition reimbursement will not be approved for employees that qualify for any other County/school sponsored program. Employees who resign or are terminated are not eligible for tuition reimbursement. Olmsted County supports employees who wish to continue their education to secure increased responsibility and growth within their county careers. Tuition reimbursement may be approved for courses offered by technical institutes, trade schools or accredited colleges or universities and must be related to the employee's professional development. This includes courses taken toward professional national certifications (i.e.: Certified Public Accountant - CPA, Certified Planner- AICP, Certified Social Worker – ACSW, Society for Human Resources Management – CP) This Policy does not reimburse continuing education credits for individual licenses. Provided money is available in a department’s staff development funds and upon application approval, an employee will be reimbursed for one or more courses at 80% of tuition expenses up to a maximum of \$3,000 per calendar year. The County will reimburse tuition expenses only. Other expenses, such as books, parking, supplies, miscellaneous fees, computer access charges, etc., are not reimbursable. All courses must be approved by the employee's supervisor and the Department of Human Resources in advance of enrollment. Tuition reimbursement will only be granted upon satisfactory completion of a course. Employees must secure a passing grade of “C” or its equivalent to receive reimbursement. If one or more courses are only offered during regular work hours, an employee may be allowed up to four hours per week with pay for the purpose of attending classes. This is discretionary with the Department Head and would be in lieu of any payment for tuition.

Prior to class registration, an employee completes an application for tuition reimbursement and forwards the form to their supervisor. The supervisor approves or denies the application and forwards the form to Human Resources. Human Resources will notify the employee if the request was approved or denied. Upon satisfactory completion of one or more courses, the employee must apply for reimbursement. The employee is required to submit a receipt of payment and certificate of participation or credit earned before reimbursement will be paid. The Department of Human Resources will complete the form and forward the request to the Central Finance department for processing. The reimbursement is deposited in the employee’s direct deposit account. All records will become part of the employee’s personnel records.

**ARTICLE 22.
LAYOFF**

22.1 In the event it is necessary to reduce the work force, the selection of employees to be retained shall be determined by the County in consultation with the Sheriff and a representative of the Union. Procedures for layoff will be determined by this group and will not be grievable under Article 4 of this Agreement, but may be appealable through Sheriff’s Civil Service Rules and Regulations.

**ARTICLE 23.
BULLETIN BOARD**

- 23.1 The Employer shall provide reasonable bulletin board space within the Law Enforcement Center. The bulletin board shall be used for the following subjects:
- A. Union recreational and/or social affairs;
 - B. Union meetings;
 - C. Union elections;
 - D. Union committees; or
 - E. Any other Union official written material that has first been approved by the Sheriff.
- 23.2 The parties agree that the purpose of the Union Bulletin Board is to post information relating to Union Business and not to serve as a soap box to air complaints or offer political commentary or to exchange messages among co-workers. Therefore, posted material shall not contain anything that is political, offensive, and personal or violates the County’s harassment policy. The Employer is entitled to remove any such items from the bulletin board.

**Article 24
NON-DISCRIMINATION**

- 24.1 The County and the Union agree not to discriminate against any employee or applicant for employment or membership because of race, creed, color, sex, age, national origin, religion, marital status, sexual orientation, status as to public assistance, disability, or on any basis established by law. The County will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to the race, creed, color, sex, age, national origin, religion, material status, sexual orientation, status as to public assistance, or disability, in compensation, training, promotion, transfer, layoff, discipline, discharge, and other personnel actions.

**ARTICLE 25.
COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 25.1 This Agreement constitutes the full and complete agreement between the County and the Union representing the employees in the appropriate bargaining unit covered by this Agreement. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Any term or condition of employment not explicitly established by this Agreement shall remain with the County to establish, modify, or eliminate, including applying a definition to any term not expressly defined in this Agreement.

**ARTICLE 26.
TERM**

26.1 This Agreement shall be in full force and effect from *January 1, 2023 through December 31, 2025*, and shall be automatically extended from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

In witness whereof, the undersigned have caused this Agreement to be executed this *19th* day of *October 2023*

OLMSTED COUNTY BOARD OF COMMISSIONERS

DocuSigned by:
Gregory Wright

Gregory Wright, Chairperson
County Board of Commissioners

LAW ENFORCEMENT LABOR SERVICES, INC.

DocuSigned by:
Tim Chmielewski

Tim Chmielewski, Business Agent
Law Enforcement Labor Services, Inc.

ATTEST:

DocuSigned by:
Heidi Weisen

Heidi Weisen
County Administrator

DocuSigned by:
Sgt Luke Wrubel #1728

Luke Wrubel
Union Steward

DocuSigned by:
Jerome Woener

Jerome Woener
Union Steward

**Minnesota State Retirement System
Health Care Savings Plan
Participation Document
2023 Law Enforcement Labor Services – Detention Sergeants Master Plan**

The County is participating in the Minnesota State Retirement Systems Health Care Savings Plan (MSRS HCSP) for eligible employees described below.

For a detailed description of eligibility for the Plan, the benefits it offers, and other important information, see the items below.

- A. [EMPLOYEE ELIGIBILITY](#)
 - B. [PLAN CONTRIBUTIONS](#)
 - C. [HEALTH CARE SAVINGS PLAN HIGHLIGHTS](#)
-

A. EMPLOYEE ELIGIBILITY

Eligible employees that participate in this Plan meet the following requirements:

1. A regular employee holding the rank of Detention Sergeant and whose position is covered by the Law Enforcement Labor Services – Detention Sergeants.

B. PLAN CONTRIBUTIONS

The Olmsted County participation in MSRS HCSP will be funded by:

1. Payment by the County, on participant’s behalf, due to the participant’s retirement or resignation from employment with Olmsted County, to the MSRS HCSP, if eligible, of any unused sick leave (all severance pay) as determined by existing County policy. This payment is intended to be paid two weeks after their last regular paycheck.

All lump-sum payments on participant’s behalf to the MSRS HCSP are exempt from Federal and Minnesota state income taxes, FICA and Medicare taxes.

“Retirement” is defined as having met the service requirement and age requirement to receive an annuity from a Minnesota public pension plan.

2. Payment by the County, on participant’s behalf, due to the participant’s retirement or resignation from employment with Olmsted County, to the MSRS HCSP as described below, 100% of any accrued unused Paid Time Off leave as determined by existing County policy. This payment is intended to be paid two weeks after their last regular paycheck.

All lump-sum payments on participant’s behalf to the MSRS HCSP are exempt from Federal and Minnesota state income taxes, FICA and Medicare taxes.

3. Employee payroll deduction contributions are required as described below. These payroll deduction contributions are exempt from Federal and Minnesota state income taxes, FICA and Medicare taxes.

Group	Contribution-Banked Sick Leave (Severance Pay) Payout @ Retirement/Resignation	Contribution-Salary Reduction/Payroll Deduction	Contribution-Paid Time Off (PTO) Payout @ Retirement/Resignation
LELS Detention Sergeants	100% at retirement 100% at resignation	4.5%	100% at retirement 100% at resignation

4. If a participant of this group dies while an active employee, all Paid Time Off/Vacation and eligible severance payouts will be payable per County policy to the participant's estate or personal representative, not the deceased participant's HCSP.

C. MSRS HEALTH CARE SAVINGS PLAN HIGHLIGHTS

The Health Care Savings Plan (HCSP) is an employer-sponsored program that allows employees to save money, tax-free, to use upon termination of employment to pay for eligible health care expenses.

Employees will be able to choose among seven different investment options provided by the State Board of Investment. Assets in the account will accumulate tax-free, and since payouts are used for approved health care expenses, they will remain tax-free.

Laws of Minnesota 2001, Chapter 352.98, authorized the Minnesota State Retirement System (MSRS) to offer this program to state employees, as well as all other governmental subdivisions. MSRS received its private letter ruling establishing the HCSP as a tax-exempt benefit on July 29, 2002.

Amounts to be put into the account must be agreed to by the employer and included in a written personnel policy. An employer could elect to put a specific dollar amount into employee's accounts or set aside a percentage of employee's salaries into the accounts. A mandated monthly contribution could be required to be set aside in a plan. Many public employers pay unused vacation or sick leave at the time of termination. The policy may mandate that all or a portion of this payout be put into the plan.

The Health Care Savings Plan allows employees to set aside money to cover the ever-increasing costs of health insurance and out-of-pocket expenses after termination of public service. While deferred compensation plans or retirement accounts provide a tax-deferred benefit, amounts paid out are considered taxable income. Under the Health Care Savings Plan, amounts contributed are tax-free and no taxes are paid on amounts to pay health, dental and long-term care insurance premiums, as well as, out-of-pocket medical expenses.

Upon employee's death, the employee's spouse and legal dependents continue to use the account for health care reimbursements and the reimbursements remain tax-free.

If the employee has no spouse or dependents, the designated beneficiary will continue to submit receipts for healthcare expenses. However, at this point, the reimbursements become taxable income.

Contributions will be invested in the Money Market, an interest-bearing account, until designated otherwise. Participants can choose among seven different investment options and may change investment selections once per month.

Schedule A Wages

OLMSTED COUNTY DETENTION SERGEANTS

Employees covered under this plan are eligible for compensation of **3.0% January 1, 2023, 2.75% January 1, 2024 and 2.25% January 1, 2025** and contribution decisions from 0% up to **3.25 %** based on performance on their performance review date. Use the contribution decision form to determine specific eligibility level. Expectations increase as employees move through the range. Salary should reflect the performance most consistently observed over the last twelve-month period.

EVALUATION

Anyone hired or promoted by Olmsted County, regardless of salary at entry, is subject to a one-year evaluation period. Successful completion of this evaluation makes this employee eligible for a salary adjustment. The end of the evaluation period is the start of the subsequent twelve-month review period.

- Hire.....Salary decision
- 6 monthsEvaluation period review
- 12 monthsFinal evaluation and salary review
- Subsequent 12 month periods.....Performance and salary review

LATERAL CHANGE

When an employee is required to go through the application and interview process for a posted position in the same band and grade, salary may be negotiated. Successful completion of the 12 month evaluation period will result in a salary review. Refer to evaluation statement above. *Employees must go through the application process for all posted positions.*

PROMOTIONS

Effective January 1, 2023 - December 31, 2024, at the time of promotion to ADC Sergeant, the employee will be given a promotional increase of 6% from their current pay rate or an increase to \$42.70 (95% of the 2023 midpoint) whichever results in the greater wage rate. Effective January 1, 2025, at the time of promotion to ADC Sergeant, the employee will be given a promotional increase of 6% from their current pay rate or an increase to \$44.86 (95% of the 2025 midpoint) whichever results in the greater wage rate. Any sergeant below \$42.70 at the time of ratification will be increased to \$42.70 at the time of ratification.

PROVISIONAL EMPLOYEES

Provisional employees shall receive at least the minimum entry-level wage of the banded job classification which they are to work in.

RECLASSIFICATION

Reclassification is the result of increased decision-making responsibilities and job complexity. An increase of 3 % on current rate or entry level of the new classification (whichever is greater) is awarded at the time of reclassification. No evaluation period is required. The annual review date remains the same.

TITLE CHANGE

Title changes do not result in salary adjustments. Performance review dates remain the same.

TRANSFERS

The County encourages employees to seek new opportunities when they are available. A transfer is a change from one position to another in the same band and grade. Employees within the same department’s band, grade and title may request a transfer. A transfer request does not guarantee selection for an open position. Human Resources has the authority to transfer employees between departments.

VOLUNTARY DEMOTION

When an employee accepts a position in a lower band and grade a decrease in salary may occur (the salary may not be over the top of the position salary range). There will be a one-year evaluation. Refer to the evaluation statement above.

Effective **January 1, 2023**
Detention Sergeants Olmsted County

Job Title	Minimum	25 th Percentile	Midpoint	Maximum
Detention Sergeant/Sheriff	\$33.67	\$37.30	\$44.95	\$56.23

Effective **January 1, 2024**
Detention Sergeants Olmsted County

Job Title	Minimum	25 th Percentile	Midpoint	Maximum
Detention Sergeant/Sheriff	\$34.59	\$38.33	\$46.18	\$57.55

Effective **January 1, 2025**
Detention Sergeants Olmsted County

Job Title	Minimum	25 th Percentile	Midpoint	Maximum
Detention Sergeant/Sheriff	\$35.37	\$39.19	\$47.22	\$59.07

Note -

An employee, who because of a contractual wage increase, reaches the top/maximum of the salary range, or who is currently at the top/maximum of the salary range, will receive a one-time **annual** lump sum payment (\$700 for a successful rating and \$1,200 for an exceeds rating). **Lump sum payment will be prorated for part-time based on FTE.** An employee's base salary will not go above the top/maximum of the salary range. **Lump sum payment will be prorated if portion of merit increase needed to reach top/maximum of salary range.**

>75% of increase on base	25% of lump sum
50-74% increase on base	50% of lump Sum
<50% increase on base	100% of lump sum

If the lump sums for any group of represented or non-represented employees of Olmsted County are greater than the amounts specified above for this bargaining unit, the lump sums for this bargaining unit shall be adjusted to reflect the highest lump sums provided to any such other group.