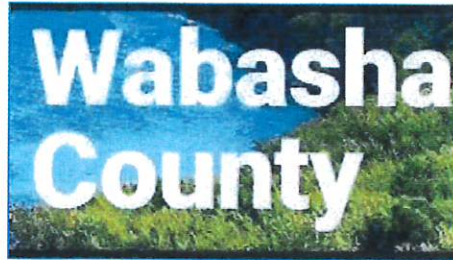


LABOR AGREEMENT

BETWEEN



COUNTY OF WABASHA

AND



LAW ENFORCEMENT LABOR SERVICES

Local 544

REPRESENTING: SHERIFFS DEPARTMENT DEPUTIES

JANUARY 1, 2023, THROUGH DECEMBER 31, 2025

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**LABOR AGREEMENT BETWEEN
THE COUNTY OF WABASHA
AND
LAW ENFORCEMENT LABOR SERVICES,
LOCAL #544**

PREAMBLE

This contract is entered into by and between the County of Wabasha, hereinafter referred to as the Employer, and Local No. 544, Law Enforcement Labor Services, Local No. 544 hereinafter referred to as the Union.

Pursuant to Minnesota Statutes Chapter 179A.01 et. seq., this contract is drawn in order to achieve and maintain harmonious relationships between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper conditions of wages, hours, and other conditions of employment.

ARTICLE I. RECOGNITION

- 1.1 The Employer, pursuant to the Certification of the State of Minnesota Bureau of Mediation Services, 23PRE1431 recognizes Law Enforcement Labor Services Inc., as the exclusive representative.

All licensed essential employees of the Wabasha County Sheriff's Department, Wabasha, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and non-licensed essential employees-

- 1.2 Disputes which may occur between the Employer and the Union, as to the inclusion or exclusion of a new or revised job classification in the unit defined above shall be referred to the Bureau of Mediation Services for determination.

ARTICLE II. RIGHTS, PRIVILEGES, AND WORKING CONDITIONS

- 2.1 All written rights, privileges, and working conditions other than those covered under Management Rights, enjoyed by the Employees at the present time which are not included in this contract shall remain in full force and effect, unchanged in any manner, during the term of this contract unless changed by mutual consent of the Employer and the Union, or such rights, and/or privileges are altered by virtue of State or Federal legislation. If such right and/or privileges are altered by enactment of State or Federal legislation, such changes shall supersede applicable provisions of this contract.
- 2.2 The Union agrees that its members shall comply with all Sheriff's Department rules and regulations, including those related to conduct and work performance. The Employer agrees that departmental rules and regulations which affect working conditions and performance, other than those covered under Management Rights, shall be subject to the grievance. procedure.
- 2.3 Rules and regulations in effect and not inconsistent with the terms of this contract as of the date of this contract, shall become a part of this contract. New rules, or changes in rules, other than

those covered under Management Rights, shall be instituted only through mutual consent during the terms of this contract.

ARTICLE III. MANAGEMENT RIGHTS

The Employer retains the full and unrestricted right to establish policy as to functions and programs of the Employer, its budget, utilization of technology, the organizational structure, and

selection and direction and number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE IV. HOURS OF WORK

- 4.1 Regular. All hours of work shall be according to a schedule determined by the Sheriff. The normal work day shall be eight (8) hours per day where the schedule indicates eight (8) hours per day, ten (10) hours per day and eleven and one-half (11.5) hours per day when the schedule indicates ten (10), eleven and one-half (11.5) and twelve (12) hours per day when the schedule indicates twelve (12). The normal work week shall average 40 hours within 168 hours beginning at 12:01 a.m. Sunday.
- 4.2 Overtime. Overtime shall be defined as hours assigned by the Employer and worked by the employee in excess of their scheduled shift, or in excess of 40 hours in a calendar week. Employees shall be compensated at one and one-half (1½) times the employee's regular base rate of pay for hours worked in excess of the above.
- 4.3 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provision of this Agreement, nor shall there be any pyramiding of premium compensation.
- 4.4 Holiday, sick time, vacation and Paid Time Off shall be time worked for computing overtime and be used to fulfill the 2,080 hours per year.
- 4.5 Overtime earned by Employees will be paid in the pay period following the period in which it is earned. Employees will have the option of overtime pay or compensatory time. Compensatory time may be accumulated up to 120 hours. Management has the right to assign time off unrequested from the employee for the purpose of utilizing their compensatory bank.
- 4.6 When Call-In overtime is necessary, the Sheriff will first offer the overtime to full-time Employees on a rotation basis. If full-time Employees reject the overtime, it may then be offered to part-time Employees. The Sheriff's Department will have a 14-day exception to fill vacancies that open up during the 14 day preceding the start time of the hours to be worked. In addition, the Sheriff's Department will have an additional exception to fill vacancies that are not filled within ten (10) days of the posting of available hours due to approved vacation leave.
- 4.7 Call Back Pay. An employee called back to work, including being called to testify in a criminal prosecution, shall receive credit for a minimum of three (3) hours at one and one-half (1½) times his/her regular hourly rate of pay. The minimum call back time credit described in this subsection shall not apply to any time continuous with the beginning or ending of an-employee's scheduled shift.

- 4.8 On Call Pay. An employee assigned to "on call" or standby status shall be compensated at the rate of 50% of their regular hourly rate of pay.

ARTICLE V. SHIFTS

- 5.1 Shift: Employees working an 11.5-hour shift for 4 days with 4 days off. The 11.5 hour schedule over a year's period of time would end up working 2,100 (+ or-) or 20 hours over the 2,080 hours that would accrue under an 8 hour schedule.
- 5.2 Rate of Pay: Due to the dynamics of the 11.5-hour schedule, Employees will be paid for 80 hours of straight time pay every two weeks. (Employees rate of pay) x (80 hours per period)), for example, if an employee only works 69 scheduled hours in a certain pay period, the Employee will still receive 80 hours of pay. It should also be noted that if an Employee works additional hours due to the regular schedule, the Employee will still only be paid for 80 hours.
- 5.3 Employees working an 11.5-hour shift by contract will work an additional 20 hours (+ or -) in a 365 day rotation, the County will compensate for overtime in the following manner:

Overtime: Day shall be defined as 11.5 (or 10.0 hours, 12.0 hours, depending on shift schedule) hours for Employee. Anything over 11.5 (or 10.0 hours, 12.0 hours, depending on shift schedule) hours will be paid at time and a half. Any day or partial day worked that is above and beyond a scheduled workday will be paid at time and a half.

Sick Time: Employees earn 8 hours of sick leave per month. A full sick day off will still be deducted 11.5 hours (10.0 hours, 12.0 hours, depending on shift schedule) off accrued sick leave for Employees.

ARTICLE VI. HOLIDAYS

- 6.1 Employees governed hereby will be compensated at their current rate of pay for the holidays hereinafter enumerated.

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	(when Christmas Eve day falls on a Mon. through Thurs.)
Juneteenth (6/19)	Christmas Day

This creates a 96-hour holiday bank which can be used at the Employee's discretion with the approval of the Department Head per vacation policy. However, when Christmas Eve Day falls on a Monday through Thursday the bank will be 96 hours.

In addition to the above holidays, each full-time employee shall be granted one Floating Holiday per year, in which employment is from the first working day of that calendar year.

- 6.2 In lieu of all other considerations Employees working in continuous shift operations shall receive a lump sum payment equal to 12 days pay at straight time rates, paid in one check, on or before December 10th, of each year, with appropriate deductions withheld. If any employee commences or terminates employment or transfers to or from continuous shift operation, the amount of prepayment due here shall be equal to the number of holidays (as listed in ARTICLE

VI, Section 6.1) that occurred during his/her employment in such continuous shift operations. The Floating Holiday shall not be considered for payment under this section.

- 6.3 In addition to the above, Employees required to work on any of the above, mentioned holidays, shall receive time and one-half (1½) their regular rate of pay for hours worked. For provisions of this article, all such change in rate of pay shall only be at the time and one-half(1½) rate for actual hours worked on the day of the holiday (from 12:00 midnight to 11:59 p.m.)

ARTICLE VII. VACATIONS

- 7.1 Each regular full-time employee shall earn vacation with pay according to the following schedule:

Start of employment through end of 5th year	3.69 hr/pay period
Start of 6th year through end of 10th year	4.62 hr/pay period
Start of 11th year through end of 15th year	5.54 hr/pay period
Start of 16th year through end of 20th year	6.46 hr/pay period
Start of 21st year and beyond	7.38 hr/pay period

Employees hired after January 1, 2020, shall accrue leave benefits in accordance with Paid Time Off, Policy 315, in lieu of the Vacation Article VII in the collective bargaining agreement.

Full time employees shall earn PTO at the following rates:

00-05 years of service	6.74 hours per pay period
06-10 years of service	8.00 hours per pay period
11-15 years of service	8.92 hours per pay period
16-20 years of service	10.15 hours per pay period
20+ years of service	11.08 hours per pay period

Additions or deductions to each employee's PTO account shall be made during each payroll period.

The Department Head shall determine the time at which PTO may be taken. PTO shall be granted during the first six months of service. PTO hours shall not exceed 400 hours at any time.

Upon termination of employment, employees shall be paid for any unused PTO that has been earned through the last day of work.

- 7.2 Any employee with more than one year of service who leaves the employment of the Employer by resignation in good standing, retirement, disability, or death, will be paid for his/her unused vacation time which has accrued. In computing pay or retirement entitlement, length of service will be based upon the anniversary date of employee's employment by Employer.
- 7.3 A maximum of 240 hours of unused vacation time shall be accrued. Vacation may be taken at times mutually agreeable between the Employee and the Employee's supervisor. If an Employee has accrued the maximum number of vacation hours allowable, the Employer may demand that the Employee take accumulated vacation. Effective July 1, 2020, vacation cannot be accrued after the hard cap has been reached.

- 7.4 Any vacation that has been denied three (3) times in the excess of 240 hours will be paid out at the end of the year. Payment will be made only for those in excess of 240 hours. Employees must submit their final vacation request by November 15th. An employee submitting a vacation request shall be notified within 10 days of submission if the request is approved. If the employee is not notified within the 10 days the request shall be considered approved.
- 7.5 Any employee wishing to donate vacation time to another employee in the County with catastrophic illness may be granted such request. The request must be in writing and addressed to the Personnel Office.

ARTICLE VIII. SENIORITY

- 8.1 Definition.
- A. Departmental seniority shall mean a full-time employee's continuous length of service with the department.
 - B. Classification seniority shall mean a full-time employee's length of service in a particular job classification.
- 8.2 Breaks in Seniority. Continuous service will be broken by resignation, discharge for cause, retirement, or death, or voluntary leaves without pay.
- 8.3 Determination of Seniority. When two or more full-time Employees have the same seniority date, their position on the list shall be determined by lot.
- 8.4 Determination of Anniversary. For the purpose of determining step increases, a full-time employee's anniversary date shall be the date of hire with the County, or the date they assumed their current position with the County.
- 8.5 Lay Offs. When a reduction in the work force becomes necessary, the employee with the least seniority in the classification shall be laid off first. The last employee laid off shall be the first to be recalled for work. No new employee shall be hired in a classification until the layoff list for that classification has been exhausted. An employee who is to be laid off may bump an employee with less departmental seniority in another classification provided the employee who has to be laid off has greater seniority with the department and is qualified to perform the duties of the classification. (See Article XXI, Section 21.3 for pay considerations on layoff or bump back). Employees on Lay off may be recalled for up to two (2) years from date of lay off.
- 8.6 All new employees shall serve a probationary period of one (1) year. A new employee may be discharged at any time during their probationary period without recourse to the grievance procedure.

ARTICLE IX. INSURANCE

- 9.1 The Employer shall provide to each employee a policy of hospitalization and medical insurance with benefits.
- A. Effective April 1, 2020, the Employer shall pay 100% of the cost of the single health insurance coverage premium for eligible full-time employees for the base plan (1000 AWARE plan in 2020). Effective April 1, 2020, the Employer shall pay 80% of the cost

of the family health insurance coverage premium for eligible full-time employees for the base plan (1000 AWARE plan in 2020). In the event the 1000 AWARE plan is not offered in 2021 or 2022, the base plan shall be the most comparable plan to the 1000 AWARE plan based on premium cost and aggregate value of benefits. Any additional cost of health insurance premiums beyond the Employer's contribution shall be paid for by the employee through payroll deduction. In no event will the Employer contribute more than the premium cost of the plan in which the employee is enrolled. The Employer will offer a HSA/VEBA option in those years in which the County qualifies to offer such an option.

- B. The Employer shall adjust the Cafeteria Plan Benefit accordingly, should any other Wabasha County Bargaining Unit or Employee group agree to a contribution higher than those listed in this section.

9.2 The Employer shall obtain professional liability insurance in accordance with the statutory limits.

ARTICLE X. SICK LEAVE

10.1 Each full-time employee governed by this contract shall earn sick leave with pay at the rate of 3.69 hours for each full pay period to a maximum of 1,040 hours. When 1,040 hours has been reached, 8 hours per month will be applied to a special sick leave bank. When using sick leave, hours will be used out of primary (1,040) hour bank first.

Employees hired after January 1, 2020, shall accrue leave benefits in accordance with Paid Time Off, Policy 315, in lieu of the Sick Leave Article X in the collective bargaining agreement.

- 10.2 Sick leave, with pay, will be granted for bonafide personal illness, medical examination, medical treatment, legal quarantine, or in case of an injury. When a worker is eligible for Workers' Compensation, they may, at their option be paid their regular pay during such period, with the difference between Workers' Compensation and their regular pay being charged against their accrued sick leave. When their sick leave is exhausted, they will receive Workers' Compensation payments only.
- 10.3 When sickness occurs within a period of vacation leave the period of illness may, on presentation of a report from a physician, be charged as sick leave and the charge against vacation leave reduced accordingly.
- 10.4 Sick leave may also be used for serious illness in the immediate family requiring the employee's attendance and shall be for the actual time required. This time will be charged against the employee's sick leave account.
- 10.5 Sick leave may be granted to an employee during the first six (6) months of employment.
- 10.6 Sick leave will be permitted for dental care when the time necessary therefore exceeds one hour per day. Sick leave will be permitted during the time an employee is in inpatient treatment for alcohol or chemical abuse. Further, no additional time off will be allowed for any holidays occurring during the employee's sick leave.
- 10.7 Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized after three (3) days. If Employees have been incapacitated during their absence or a major part thereof, they may be required to prove evidence of again being physically able to perform their duties. Sick leave is a privilege designed for the purpose stated herein. Each

employee shall be held accountable for the reasonable, prudent, and bonafide use of sick leave privileges.

- 10.8 Claiming sick leave when physically fit, except as provided in this section, may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion, or termination. The employee must notify the Sheriff (or other department official if the Sheriff is not available) of the need for leave at the earliest possible moment and preferably before the start of scheduled working hours. Failure to make diligent effort to give such notification may result in denial of sick leave.
- 10.9 Upon termination of employment, except for good cause, Employees shall receive 50% of unused, accumulated sick leave at the then existing pay scale.

ARTICLE XI. FUNERAL LEAVE

- 11.1 Funeral leave shall be granted in cases of death of an employee's immediate family, including parents, siblings, grandparents, grandchildren, children, or spouse's siblings, parents, grandparents, grandchildren, children, sister-in-law, brother-in-law, or for a member of the employee's household. A maximum of three (3) working days paid leave may be granted for funeral leave at any one time and may not be accumulated. Funeral leave requests must be approved by the department head or supervisor. Extra days can be used from sick leave if needed.
- 11.2 Employees may use up to one working day of accumulated sick leave to attend the funeral of persons not listed in Section 11. 1.

ARTICLE XII. LEAVE OF ABSENCES

- 12.1 Military Leave: Employees governed by this Agreement who are members of a Reserve or National. Guard Unit shall be entitled to benefits governed by applicable state and federal law.
- 12.2 Personal Leave: A personal leave of absence, without pay may be granted at the discretion of the Board of Commissioners. If granted, the leave will be for a specified time not to exceed ninety (90) days. The request for leave must be recommended by the County Sheriff. An employee on personal leave will not accrue vacation and sick leave benefits and must pay the cost of medical insurance during the leave.
- A. Authorization for leaves shall be answered promptly.
- B. Employees shall return to the position they held at the time the leave was requested or to a similar position. Employees returning from an unpaid leave of absence shall return at the same step the employee had at the time the leave of absence commenced.

ARTICLE XIII. UNIFORM ALLOWANCE

- 13.1 County shall pay on the second pay period of January to each current member of said unit as follows:
- \$950 per year to each licensed Deputy Sheriff classified as such Pay is for payment or replacement in the following calendar year.

- 13.2 No new issue of mutually agreeable uniform(s) equipment shall be made to current members of the unit.
- 13.3 An initial issue of uniform(s) shall be made to new employee's requiring same, provided no cash payment shall be made during the first year of employment, and payment during the second year of employment shall be prorated to coincide with Wabasha County's Fiscal Year. Uniforms will be issued from initial issue list.

Initial uniform issue for the Deputy Sheriffs will consist of:

Shirts

3 short sleeve with shoulder patches each arm 310-3W brown trim and American flag with gold border

2 long sleeve with shoulder patches each arm (specify neck & sleeve length) and American flag with gold border

Trousers

3 pair brown - Pant

Winter Hat

Brown stocking cap

Tie - I brown clip on tie (specify 18" or 20" for men, or women's 14.5)

I brown mesh or cloth style baseball type hat (department currently has some in stock and will be issued to the employee)

Jacket

I brown new generation 2 jacket small w/shoulder patches and American flag with gold border

Rain Gear

1 reversible short black and orange or (officer's choice)

I reversible raincoat black and orange

Body Armor

Gun Belt

Leather/simulated leather equipment belt

- small (26-30") OR

-medium (32-36") OR

- large (38-42") OR

-X-large (44-48") Belt keepers 4 pack

Double magazine holder double stack mags OC holder large holder

Radio case universal radio holder

Holster for 40 cal.(specify right or left hand)

Flashlight Holder D-cell ring

Handcuff cases single duty cuff case

Baton holder

Key holder silent

Glove case single

- 13.4 Uniform(s) shall be maintained in a standard mutually agreeable to the Wabasha County Sheriff (or designee) and the Bargaining Unit. All uniforms shall be of like/similar kind and quality (within reason), to be agreed upon by the aforementioned parties.
- 13.5 Upon retirement, termination or resignation, Wabasha County shall retain the right to review articles, other than clothing portions of the uniforms, (i.e. weapons, brass, etc.), to determine property which may belong to Wabasha County.

ARTICLE XIV. JURY DUTY

In the event an employee is called for jury duty, they will be reimbursed in the amount equal to the difference between their compensation as a juror exclusive of mileage reimbursement and what they would otherwise have earned.

ARTICLE XV. DISCIPLINE

- 15.1 The Employer will discipline for just cause only. Discipline will be in one or more of the following forms.
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 15.2 Notices of suspension, demotions, and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The Union will be provided with a copy of each such notice.
- 15.3 Written reprimands, notices of suspensions, 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. The employee will receive a copy of such reprimand and/or notices.
- 15.4 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative at such questioning.

- 15.5 Employees may not be suspended without pay for more than thirty (30) working days in any calendar year.
- 15.6 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

ARTICLE XVI. SAVINGS CLAUSE

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

ARTICLE XVII. EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE

- 17.1 For the purpose of this Agreement the term "grievance" means any disputes arising concerning the interpretation or application of the express provisions of this Agreement.
- A. In the event of such grievance arising there shall be no suspension of operations but an earnest effort shall be made to resolve such grievances in the manner prescribed by this Agreement.
- B. The Employer and the Union agree that the investigation and processing of grievances shall be accomplished during the normal workday without a reduction in wages or loss of leave time to the aggrieved or the Union Steward while consistent with employee duties and responsibilities.
- 17.2 Procedure: Grievances, as defined by Article XVII, Section 17.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement, shall within fourteen calendar days after such alleged violation has occurred or reasonably should have known of its occurrence, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and provide a written answer to such Step I grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step I. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer-designated representative shall 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 to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any

grievance not appealed to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. In the event the parties cannot reach agreement, they shall seek the services of the State of Minnesota Bureau of Mediation Services in resolving the grievance prior to resorting to arbitration.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances, the selection of an arbitrator shall be made in accordance with the "Rules Governing The Arbitration of Grievances" as established by the Minnesota Bureau of Mediation Services.

17.3 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator's decision shall be submitted, in writing, within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own witnesses. If a party requests a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

17.4 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, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or appeal within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union.

17.5 Choice of Remedy. If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article XVII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article XVII the grievance is not subject to the arbitration procedure as provided in Step 4 of Article XVII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article XVII or another procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article XVII.

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.2d424 (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 18.5 shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE XVIII. UNION MEETINGS AND NEGOTIATIONS

The Union may designate two Employees from the bargaining unit to act as representatives thereof for the purposes of negotiation or implementation of the grievance procedure. All other Union activities and meetings shall be other than at duty times unless duly approved by the Sheriff.

ARTICLE XIX. UNION SECURITY

- 19.1 The Employer agrees to cooperate with the Union in the deduction of regular monthly dues, for those Employees who request in writing to have regular monthly Union dues check off by payroll deduction. The Employer agrees to remit such regularly monthly dues in a manner to be prescribed by the Union.
- 19.2 The Union agrees to fairly represent all Employees without discrimination.
- 19.3 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 result of any action taken or not taken by the Employer under the provisions of Section 19.1.
- 19.4 The Employer agrees not to enter into any additional agreements with Employees, individually or collectively concerning any terms or conditions of employment.
- 19.5 The Union may designate members to act as Stewards or Officers and shall inform the Employer of such choice and of any change in Steward or Officers in writing.
- 19.6 The Employer shall make space available on the Employee Bulletin Board for posting Union notice(s) and announcement(s) and to make space available for Union meetings when it does not conflict with the operation of the department.
- 19.7 The Employer agrees to allow the Stewards and representatives of the Bargaining Unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with operations of the Department.
- 19.8 The Employer agrees to post all promotional opportunities with the Department; to publish the method by which promotion shall be made within the Department; and to make copies of all work rules and regulations available to Employees.

ARTICLE XX. COMPENSATION

- 20.1 Employees shall be compensated in accordance with the salaries and schedule marked "Appendix A" attached hereto and made a part of this Agreement.

6.0% general wage increase effective January 1, 2023
4.0% general wage increase effective January 1, 2024
4.0% general wage increase effective January 1, 2025

Add a new Step 12 to the top of the pay scale effective January 1, 2023 at 2.75% above Step 11. Employees are eligible for movement to Step 12 on the employee's anniversary date.

Add a new Step 13 to the top of the pay scale effective January 1, 2025 at 2.75% above Step 12. Employees are eligible for movement to Step 13 on the employee's anniversary date.

Eligible employees shall receive step increases each year of the contract.

- 20.2 Employees promoted from one classification to another classification shall be compensated at the minimum step for such new classification or the next step greater than their present salary whichever is greater.
- 20.3 When an employee bumps back to a lesser paid classification pursuant to Article VIII, Section 8.5, the employee shall be paid at the same year step in the new classification that they were receiving in the former classification. (Example - an employee on the two year step for Deputy Sheriff would go to the next two year step for Dispatcher.)
- 20.4 Shift Differential: An employee working between the hours of 6:00 p.m. and 6:00 a.m. shall receive seventy cents (70¢) per hour shift differential in addition to his/her regular wage.

ARTICLE XXI. INJURY ON DUTY

An employee, acting in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the rules and procedures of the Employer, who incurs disabling injury will be compensated in an amount equal to the difference between the employee's regular rate of pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to three (3) months of the Employees regular monthly rate of pay. After this has been exhausted, the employee shall continue to receive the difference between the employee's regular rate of pay and benefits paid under Worker's Compensation, with this difference deducted from the employee's accrued sick leave or PTO.

ARTICLE XXII. TRAINING

- 22.1 The employee shall be reimbursed by the Employer for out-of-pocket expenses for mileage, meals, lodging and tuition for training required of the employee to maintain his or her position with the Wabasha County Sheriff's Department Breakfast will be reimbursed up to \$8, lunch up to \$10 and dinner up to \$15 daily.
- 22.2 The Employer shall also pay each employee at his/her regular rate of pay for all hours actually spent in attending the training session and the necessary travel time to attend the training sessions.

22.3 The Employer will pay for an employee's POST License.

ARTICLE XXIII. POST RETIREMENT HEALTH SAVINGS PLAN

23.1 The Post Retirement Health Savings Plan shall remain in effect for the duration of this contract. Only amounts in excess of \$500 will be placed in the Savings Plan. Upon an employee's death, contribution owed but not yet paid to the HCSP will be paid in cash to the employee's beneficiary.

ARTICLE XXIV. DURATION

Except as herein provided this Agreement shall be effective January 1, 2023 and shall continue in full force and effect until December 31, 2025, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by August 1st of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act

COUNTY OF WABASHA

LAW ENFORCEMENT LABOR SERVICES

Robert Walker 3-19-24
Chairman Date

[Signature] 3-12-24
Business Agent Date

[Signature] 3-20-24
County Administrator Date

[Signature] 03/12/2024
Steward Date

WABASHA COUNTY SALARY SCHEDULE 2023-2025

Hourly Wage Schedule for 2023 (6% Increase)

Grade	1	2	3	4	5	6	7	8	9	10	11	12
10	26.7925	27.5501	28.3292	29.1303	29.9540	30.8010	31.6480	32.5184	33.4126	34.3315	35.2756	36.2457
12	30.3887	31.2480	32.1317	33.0403	33.9746	34.9353	35.8960	36.8831	37.8974	38.9396	40.0104	41.1107

Hourly Wage Schedule for 2024 (4% Increase)

Grade	1	2	3	4	5	6	7	8	9	10	11	12
10	27.8643	28.6522	29.4624	30.2955	31.1522	32.0331	32.9140	33.8192	34.7492	35.7048	36.6867	37.6956
12	31.6043	32.4980	33.4170	34.3620	35.3336	36.3328	37.3319	38.3586	39.4134	40.4973	41.6110	42.7553

Hourly Wage Schedule for 2025 (4% Increase)

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13
10	28.9788	29.7983	30.6409	31.5074	32.3983	33.3145	34.2306	35.1719	36.1392	37.1330	38.1542	39.2034	40.2815
12	32.8685	33.7980	34.7537	35.7364	36.7470	37.7861	38.8252	39.8929	40.9900	42.1172	43.2754	44.4655	45.6883