

**AGREEMENT**

**BETWEEN**

**COUNTY OF WATONWAN**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.**

**(LOCAL NO. 117)**

**DEPUTY SHERIFF UNIT**

**Effective January 1, 2022 through December 31, 2023**

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**ARTICLE 1. PURPOSE OF AGREEMENT**

1.1 This Agreement has as its purpose the promotion of harmonious relations between the County of Watonwan, hereinafter called the Employer, its Employees and Law Enforcement Labor Services, Inc. (Local No. 117) Essential Employee Unit, hereinafter called the Union; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operation of the department; and the establishment of a formal understanding relative to all terms and conditions of employment.

**ARTICLE 2. RECOGNITION**

2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes 179A, for all essential licensed employees in the Watonwan County Sheriff's Department bargaining unit as identified by the Bureau of Mediation Services, certification of Exclusive Representative dated September 20, 1983, case 84-PR-105-A, excluding supervisory, confidential and essential non-licensed employees.

2.2 In the event that 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 for determination.

**ARTICLE 3. EMPLOYER SECURITY**

3.1 The Union agrees that during the life of this Agreement, the Union will not cause, encourage, participate in, or support a strike, slow down or other interruption of or interference with the normal function of Employer.

3.2 A strike is defined as concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

**ARTICLE 4. EMPLOYER AUTHORITY**

4.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; set and amend budgets; determine the utilization of technology; to establish and modify organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial functions not specifically limited by this Agreement.

4.2 Any term and condition of employment not specifically limited or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE 5.**

## **EMPLOYEE RIGHTS**

- 5.1 Nothing contained in this Agreement shall be construed to limit, impair or affect the rights of any employee or the employee's representative to the expression or communicating of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment or circumvent the right of the Union.

## **ARTICLE 6.**

## **UNION SECURITY**

- 6.1 Upon written notice from the Union, the Employer shall deduct from the wages of employees who authorized such a deduction in writing an amount necessary to cover monthly Union dues, or the fair share amount authorized by law. The Union shall not be entitled to collect dues or fair share amounts that may have accrued prior to receipt of written notice by the Employer.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and alternate and shall inform the Employer in writing of such choice and changes in the position of steward or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting official Union notices and announcements.
- 6.4 The Union agrees to represent all employees of the Union without discrimination.
- 6.5 It is agreed that the Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deduction and/or assessments are required by PELRA.
- 6.6 The Employer agrees to allow the officers 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 the operation of the department.
- 6.7 The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment which conflict with this Agreement.
- 6.8 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 7. EQUAL APPLICATION**

7.1 The Employer and the Union shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement. The Union shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join the Union and will not discriminate against any employee in the administration of the Agreement because of non-membership in the Union.

**ARTICLE 8. LEGAL SERVICE**

8.1 Except in cases of malfeasance in office, willful neglect of duty, or bad faith, the Employer shall defend, save harmless and indemnify an employee and/or the employee's estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties; in accordance with Minn. Stat. § 466.07 (1984).

**ARTICLE 9. GRIEVANCE PROCEDURE**

9.1 Definition. A grievance is a dispute or disagreement as to the application of the specific term and conditions of this Agreement.

9.2 Grievance Procedure. The grievance procedure shall be as follows:

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 supervisor as designated by the Employer. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 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, and 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 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Sheriff. The Sheriff shall give the Union an answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Board of Commissioners. The Board of Commissioners shall give the Union an answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Board of

Commissioners final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration. The selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

- 9.3 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's decision shall be submitted in writing 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 fees and expenses of 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 representative and witnesses. If either party desires a record 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.
- 9.4 Choice of Remedy. If, as a result of the written Employer response in Step 2, 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 3 of this grievance procedure or a procedure such as: Veteran's Preference, Human Rights or Civil Service. If appealed to any procedure other than Step 2, the grievance is not subject to the arbitration procedure as provided in Step 3. The aggrieved employee shall indicate in writing which 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 3. Except that 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.
- 9.5 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 shall elect to treat the grievance as denied at that step and may 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 in each step.
- 9.6 A Union steward will be given a reasonable amount of time off, with pay, to investigate and present grievances provided the following requirements are met:
- a. only two (2) persons may be in such status;
  - b. the steward has received the approval of the steward's supervisor;
  - c. the time off will not disrupt normal work; and
  - d. the time off will not require the payment of overtime or premium consideration nor will it extend a work shift.

## **ARTICLE 10.**

## **DISCIPLINE**

- 10.1 The Employer will discipline 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.
- 10.2 Notices of suspension, demotion and discharge 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 shall be provided with a copy of each such notice.
- 10.3 Written reprimands, notices of suspension, 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 reprimands and/or notices. Minor offenses, other than those that show a problem of a continuing nature, will be purged from an employee's personnel file after one (1) year. Other incidents will be retained and will be given appropriate considerations for discipline. One factor in consideration shall be the timeliness of the earlier incident.
- 10.4 An Employee will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. The Employer shall be under no obligation to advise an employee of this opportunity.
- 10.5 Discharges will be preceded by a five (5) calendar day suspension without pay.
- 10.6 Employees may examine their own personnel files at reasonable times under the direct supervision of the Employer.

## **ARTICLE 11.**

## **JOB SAFETY**

- 11.1 It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.
- 11.2 It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.
- 11.3 Employees shall not be required to work with employees who have not been licensed by the POST Board if such license is required.
- 11.4 Disputes under the terms of this Article shall not be subject to arbitration under the grievance procedure; nor shall the provisions of this Article be admissible as evidence in any forum.



**ARTICLE 12. CONSTITUTIONAL PROTECTION**

12.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

**ARTICLE 13. SAVINGS CLAUSE**

13.1 This Agreement is subject to the laws, ordinances and regulations of the United States, the State of Minnesota, and the County of Watonwan. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect.

13.2 The voided provision may be renegotiated at the written request of either party.

**ARTICLE 14. PROBATION**

14.1 All employees will serve a twelve (12) month probationary period.

14.2 During the probationary period, a new employee may be terminated or a promoted employee returned to the employee's former position at the sole discretion of the Employer.

14.3 A new employee shall earn vacation and sick leave from the date of hire, and sick leave may be used as it is accumulated. Vacation accumulation shall not be used until the employee has completed the first six (6) month period.

**ARTICLE 15. SENIORITY**

15.1 County seniority shall be determined by the employee's length of continuous employment with Watonwan County. County seniority shall apply to vacation and sick leave accumulation.

15.2 Bargaining unit seniority shall be determined by the employee's length of continuous service within the bargaining unit.

15.3 Classification seniority shall be determined by the employee's length of continuous employment in a job classification.

**ARTICLE 16. LAYOFF AND RECALL**

16.1 A reduction in the work force shall be accomplished on the basis of inverse classification seniority, provided all probationary employees in the classification are laid off first. An employee may bump into a previously held lower classification on the basis of unit seniority, provided the employee is qualified to perform all the duties of the lower classification to avoid a layoff, the employee's new

salary shall be the lesser of the employee's present salary or the maximum rate for the new classification.

- 16.2 An employee who is laid off retains recall rights for eighteen (18) months. Employees shall be recalled in inverse order of layoff. Employees must remain qualified to be eligible for recall.
- 16.3 Notice of recall shall be sent to the employee's last known address by certified or registered mail. If an employee fails to report to work as directed within fourteen (14) days of mailing the notice, the employee shall be deemed to have resigned. It is the employee's obligation to maintain a current address and telephone number with the employer during a layoff.

## **ARTICLE 17. WORK SCHEDULE AND HOURS OF WORK**

- 17.1 The normal work year is two thousand eighty (2080) hours to be accounted for by each employee through:
  - a. Hours worked on assigned shifts
  - b. Authorized leave time
  - c. Training
  - d. Employer mandated functions
- 17.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of minimum or maximum number of hours the Employer may assign employees.
- 17.3 Pursuant to 29 CFR §553.230 – Section 7(k), the standard work schedule will be based on eighty (80) hours in a 14-day period, coinciding with the payroll period.
- 17.4 The Employer reserves the absolute right at its sole discretion to establish work schedules without regard to usual or traditional practices.
- 17.5 Work schedules showing the employee's shift, work days and hours shall be maintained by the Employer. Once such work schedules are established and until they are changed by the Employer, such schedules shall be the regular work schedule.
- 17.6 Employees required to be on "on-call" status will be compensated at the rate of five dollars (\$5.00) per hour for on-call hours. If the employee is called back to duty during their scheduled on-call time, the employee will be compensated in accordance with Article 17.8.
- 17.7 Employees may voluntarily switch shifts, subject to the approval of the Sheriff or Chief Deputy.
- 17.8 Employees have the obligation to work overtime or callbacks if directed by the Employer. Callbacks and court time shall require a minimum of three (3) hours compensation at time and one-half (1½) rates. Employees scheduled for court during their off-duty time will be compensated for three (3) hours at one and one-half (1½) times their base rate of pay if they are not given twenty-four (24) hours notice of court cancellation.

- 17.9 Early report or extension of shift does not qualify an employee for the callback or court time minimum guarantee.
- 17.10 Deputies shall be allowed one (1) hour of “on-duty” total break time during each ten (10) hour shift. Breaks shall not be taken during the first or last hour of the shift without direction of the Employer.
- 17.11 When time changes occur in the spring and fall due to “daylight savings time”, an employee shall be paid for the actual number of hours worked on a posted shift.

**ARTICLE 18. OVERTIME PREMIUM PAY**

- 18.1 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 eighty (80) hours in the 14-day work period. All overtime shall be authorized in advance, except in an emergency situation.
- 18.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. When an employee takes compensatory time off or does not work on a holiday, the hours are not counted as hours worked during the work period for purposes of computing overtime compensation. Vacation and sick leave used shall count as hours worked.
- 18.3 Overtime will be calculated to the nearest one-quarter (¼) hour.
- 18.4 Scheduled overtime shall be distributed among unit members when the Employer determines overtime exists.

**ARTICLE 19. COMP TIME**

- 19.1 Employees receive a compensatory time bank for all overtime hours worked to a maximum of one hundred (100) hours. Overtime earned when there are one hundred (100) hours in the compensatory time bank shall be paid. An employee may elect to carry over up to forty (40) hours of accumulated compensatory time from one year to the next. The remaining hours in the compensatory time bank shall be zeroed and the balance of hours paid in December of each year. At no time shall the number of hours in an employee’s compensatory time bank exceed the maximum of one hundred (100) hours.
- 19.2 Comp Time Scheduling. Comp time shall be scheduled at the request of the employee subject to the approval of the Sheriff. Unless otherwise approved by the Sheriff in special circumstances, employees shall make comp time requests at least seven (7) days in advance of anticipated usage. Comp time requests for three (3) days or less may be made with less than seven (7) days notice. All comp time requests must be approved by the Sheriff. Senior employees shall be given preference regarding comp time off. Scheduling shall otherwise be subject to the needs of the service as determined by the Sheriff. Comp time pay shall not be allowed unless the employee has completed the appropriate absence form.

19.3 K-9 Agreement. The K-9 officer shall receive one-half (½) hour of comp time at straight time every day for care of the K-9 dog. This time will not be used in the calculation of overtime, and will be paid at straight time when there are one hundred (100) hours in the officer’s compensatory time bank.

**ARTICLE 20. HOLIDAYS**

20.1 The following holidays shall be observed for employees who work in continuous shift operations:

- |                        |                                  |
|------------------------|----------------------------------|
| New Year's Day         | Veterans Day                     |
| Martin Luther King Day | Thanksgiving Day                 |
| Presidents Day         | Day after Thanksgiving           |
| Memorial Day           | Five (5) hours Christmas Eve Day |
| Fourth of July         | Christmas Day                    |
| Labor Day              |                                  |

Juneteenth will be added if it is changed in M.S. § 645.44 Subd. 5. Holiday.

20.2 When an Employee is required to work on any of these holidays, the employee shall be paid two and one-half (2½) times the employee’s regular rate of pay for up to ten (10) hours. The employee has the option to be paid the employee’s regular rate of pay and receive compensatory time at one and one-half (1½) hours for the scheduled hours worked on the holiday. An employee will be considered to have “worked” a holiday when the regular scheduled shift starts on the actual holiday and shall receive holiday pay for the first ten (10) scheduled hours worked on that shift.

20.3 When an employee does not work on a holiday, the holiday shall be paid equal to the employee’s regular shift, but shall not count as hours worked for computing overtime.

20.4 When a paid holiday falls during an employee's vacation period, it shall not be subtracted from the employee’s vacation account.

20.5 Part-time employees who are regularly scheduled to work at least 20 hours per week will receive paid holidays prorated based on their regular schedules. When such employee is required to work on a holiday, s/he shall be paid at two times his/her regular rate or receive the regular holiday pay plus compensatory time at straight time for each hour worked. When an on-call employee is scheduled to work on a holiday, s/he shall be paid at two (2) times his/her regular rate of pay for working on the actual holiday.

**ARTICLE 21. VACATION**

21.1 All full-time employees shall earn vacation on the following schedule:

<u>Years of Employment Beginning - Completed</u>	<u>Hours Per Pay Period 80 Hours</u>	<u>Annual Total In Hours</u>
0 - 5	4.92	128 hours
6 - 8	5.23	136 hours
9 - 10	5.54	144 hours
11 - 13	5.85	152 hours
14 - 16	6.46	168 hours
17 and over	8.00	208 hours

- 21.2 Termination. An employee who has completed the initial probationary period shall be paid upon termination for all earned and accumulated vacation days. In the case of the employee's death any unused vacation shall be paid to the employee's estate.
- 21.3 Vacation Scheduling. Vacation shall be scheduled at the request of the employee subject to the approval of the Sheriff. Unless otherwise approved by the Sheriff in special circumstances, employees shall make vacation requests at least seven (7) days in advance of anticipated usage. Vacation requests for three (3) days or less may be made with less than seven (7) days notice. All vacation requests must be approved by the Sheriff. Senior employees shall be given preference regarding vacation. Vacation scheduling shall otherwise be subject to the needs of the service as determined by the Sheriff. Vacation pay shall not be allowed unless the employee has completed the appropriate absence form.
- 21.4 Vacation benefits may be accumulated up to a maximum of two hundred (200) hours, plus an employee's annual accrual, provided that the employee's accumulation shall be reduced to no more than two hundred (200) hours at the twenty-sixth (26<sup>th</sup>) pay period of each year.
- 21.5 If an employee is required to report for work during an approved vacation period, the employee shall be compensated for all hours worked at time and one-half (1½) pay and shall be allowed to reschedule the employee's vacation at a time the employee wants.
- 21.6 Part-time employees who are regularly scheduled to work 20 or more hours per week shall earn vacation benefits on a prorated basis.

**ARTICLE 22. SICK LEAVE**

- 22.1 All Employees shall be entitled to four (4) hours of sick leave per pay period with the accumulation to one hundred four (104) hours per year to a maximum of nine hundred sixty (960) hours. When the nine hundred sixty (960) hour maximum accumulation is reached, additional sick leave will be banked at two (2) hours per pay period in a special bank which may be used for catastrophic illness when all regular sick leave is exhausted. Part-time employees who are regularly scheduled to work 20 or more hours per week shall earn sick leave benefits on a prorated basis.
- 22.2 The County may request a doctor's certificate when any employee is on sick leave where abuse is suspected.

- 22.3 Sick leave may be authorized for the following reasons with limitations as specified:
- a. For illness or injury, dental or medical treatment for the employee.
  - b. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and may be treated as any other illness in connection with employment.
  - c. Pursuant to MS § 181.9413, sick leave may also be used for absences due to the illness of or injury to the employee's child, step-child or foster child under the age of 18, or under age 20 if still attending secondary school, for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use the employee's sick leave. Up to 160 hours of sick leave per year may be used to care for other immediate family members with an illness or injury necessitating the employee's physical or psychological care, accompaniment at medical appointments, or assistance in making medical/facility arrangements for reasonable periods of time as the employee's attendance may be necessary, on the same terms the employee is able to use his/her sick leave. For purposes of this section only, immediate family members shall mean spouse, adult children, parents, siblings, parents-in-law, grandchildren, grandparents and step parents, or as eligible according to future statute changes. See Section 23.4 for additional provisions regarding Family and Medical Leave, which may need to be taken concurrently in some situations.
- 22.4 An employee who is injured on the job, regardless of the extent of the injury, shall notify the employee's supervisor of the injury.
- 22.5 An employee who is receiving workers compensation for injury received while working for the Employer, may supplement workers compensation with other accumulated benefits in order to receive a normal full salary.
- 22.6 The Employer may require an employee who is absent from duty in excess of seven (7) consecutive days due to serious illness or injury to undergo a medical evaluation and furnish a report from an appropriate medical authority that will enable the Employer to determine the employee's fitness for performance of the employee's duties. If the Employer requires an evaluation or report from a medical authority other than the employee's personal or treating authority, the Employer shall pay the fee for such evaluation or report.
- 22.7 Employees leaving the County service upon retirement after at least ten (10) years of service with the County, shall receive the Postretirement Health Care Savings Arrangement described in Section 24.6. Retirement is defined as eligible for and receiving PERA or similar benefits. Employees leaving the County service upon resignation after at least fifteen (15) years of service with the County shall be paid twenty-five (25%) percent of their accumulated regular sick leave up to two hundred forty (240) hours.
- 22.8 In case of death of an employee's spouse, child, parent, sibling or grandchild (including step relatives), an employee shall be allowed the use of up to five (5) days of sick leave as needed to plan and attend the funeral and to recover from the associated emotional stress. In case of death of an employee's grandparent, brother/sister-in-law, son/daughter-in-law, or parent-in-law, the employee

shall be allowed the use of up to three (3) days of sick leave. Comp time or vacation must be used for any additional paid time off. Additional sick leave for extenuating circumstances related to the death of a family member may be authorized when agreed to by the Department Head and Personnel Director. Sick leave may be used for the actual time needed to attend the funeral of other relatives, not to exceed one day.

## **ARTICLE 23. LEAVES OF ABSENCE**

- 23.1 Any request for leave of absence without pay shall be submitted in writing by the employee to the Personnel Director and the County Board. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for or disapproval of leave of absence shall be furnished to the employee by the County Board. It shall be in writing.
- 23.2 Employees shall be granted a leave of absence any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation, less mileage, they receive and their regular wages for each day of jury service.
- 23.3 Any Employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of this State, shall be granted leave of absence with pay during the period of such activity, up to fifteen (15) calendar days per calendar year.
- 23.4 Family and Medical Leave: In accordance with the Family and Medical Leave Act (FMLA) of 1993, the County will grant job-protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:
  - a. The birth, adoption or foster placement of a child; or
  - b. To care for a family member with a serious health condition; or
  - c. The employee's own serious health condition.
  - d. Military Family (Exigency) Leave
  - e. Military Care Giver Leave

An employee granted leave under the FMLA policy will continue to be covered under the County's group insurance under the same conditions as prior to taking leave. Complete information is provided in the Watonwan County Family and Medical Leave Policy.

## **ARTICLE 24. INSURANCE**

- 24.1 Establishment of VEBA. Effective January 1, 2004, the Employer shall make available a VEBA Plan and Employee Benefits Trust Agreement for the benefit of all qualified bargaining unit members and eligible retirees who exercise their option to enroll in the high deductible health insurance program offered in Section 24.4B of this Article. The Employer and employees and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 507 (c)(9) of

the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirements of Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).

- 24.2 Benefits Provided Through the VEBA. The Employer shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees, and the Postretirement Health Care Savings Arrangement. A Plan summary is available from the Watonwan County Personnel Office.
- 24.3 Payment of Administrative Fees. The Employer will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the accounts. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees allocable to individual accounts of active employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from the account. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.
- 24.4 Employer Contributions to the Health Reimbursement Arrangement or Health Savings Account for Active Employees.

- a. Contributions to the Active Employees' Plans. The Employer will make an annual contribution to individual accounts under the health reimbursement arrangement or Health Savings Account for qualifying bargaining unit members in accordance with the following schedule:

\$3,450.00 for each qualified employee who elects single coverage under the plans described in 24.4b.

\$5,700.00 for each qualified employee who elects employee+spouse or employee+child(ren) coverage under the plans described in 24.4b.

\$6,900.00 for each qualified employee who elects family coverage under the plans described in 24.4b.

The contributions will be made on a quarterly basis over the VEBA/HSA Plan year. If a qualified bargaining unit member enters the VEBA/HSA Plan as a participant on a date after the first day of the VEBA/HSA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry.

All contributions on behalf of a VEBA/HSA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in 24.4b below.



b. High Deductible Health Plan. The Employer shall make available a high deductible health plan to all qualified bargaining unit full-time members and eligible retirees who elect to participate in said plan, a summary of which is available from the Watonwan County Personnel Office.

24.5 County Benefit Contributions: Employees electing single health coverage shall receive a monthly County Benefit contribution equal to the premium plus \$125.00. Employees electing family or single+1 coverage shall receive a monthly County Benefit contribution equal to the single premium plus one-half of the difference between the single premium and family or single+1 premium, with the balance to be paid by the employee. Employees electing to waive medical coverage due to other group coverage shall receive a monthly County Benefit contribution of \$187.50. This provision shall apply to employees regularly scheduled to work thirty (30) or more hours per week.

24.6 Employer Contributions to the Postretirement Health Care Savings Arrangement. Participants will be automatically enrolled in the Postretirement Health Care Savings Arrangement on the sooner of their retirement date or the date that the County makes a contribution to their account. Subject to the age and service requirements for eligibility, if any, an employee's retirement date shall be the employee's "retirement", defined as "eligible for and receiving PERA or similar benefits". Contributions to the VEBA will be made in an amount equivalent to the following:

Within sixty (60) days of the effective date of retirement, the County shall contribute 50% of the amount of an employee's unused sick pay, if any, up to a maximum of 480 hours. In addition to the regular sick leave bank, the County shall contribute 25% of the amount of unused catastrophic sick leave, if any. Employees will not be eligible to receive this amount in the form of taxable cash compensation.

24.7 The Employer shall provide a fifteen thousand dollar (\$15,000) benefit group term life insurance policy (decreasing to \$9,750 at age 65) for full-time employees within a reasonable time period after signing of the agreement.

**ARTICLE 25.**

**UNIFORMS**

25.1 The following constitutes the list of items to be provided to each new deputy. Clothing, shoes and ballistic vests shall be new, but all other items may be provided from the employer's inventory if available.

- |                                              |                          |
|----------------------------------------------|--------------------------|
| Duty Weapon                                  | Winter Jacket            |
| Full Leather Gear – To include:              | Spring Jacket            |
| - Inner and Outer Duty Belt                  | Winter Gloves            |
| - Flashlight Holder                          | Flashlight               |
| - Handcuff Case                              | Rain Suit                |
| - Holster for Handgun                        | Hats (Winter and Summer) |
| - Double Magazine Holder                     | Winter Boots             |
| - Chemical Spray Holder                      | Duty Boots               |
| - Portable Radio Holder                      | Two Full Sized Badges    |
| Two Pairs of Handcuffs                       | One Wallet Badge         |
| 3 Long Sleeve Uniform Shirts (part-time - 1) | One Hat Badge            |

- |                                               |                               |
|-----------------------------------------------|-------------------------------|
| 3 Short Sleeve Uniform Shirts (part-time - 1) | Names Tags – Shirt and Jacket |
| 2 Clip on Ties (part-time - 1)                | Ballistic Vest                |
| 3 Pairs of Uniform Pants (part-time - 1)      | ID Card                       |
| Snowmobile Suit or Similar Winter Wear        |                               |

- 25.2 Following completion of one calendar year of employment with the employer, full-time Deputies shall receive a \$700.00 per year allotment with which to purchase new apparel and gear through a voucher system to be implemented by the employer. Deputies serving on the HEAT Team and as K-9 handler will receive an additional \$200.00 per year for clothing or items specifically needed for that service. Part-time Deputies shall receive a \$350.00 per year allotment on the same terms. Unused annual allotments shall be carried over to the following year. The weapon, handcuffs and flashlight are excluded from the voucher system and will be purchased for the employee as determined by the employer.
- 25.3 Licensed deputies who wear and work in the official uniform of the Watonwan County Sheriff's Office shall be able to use the annual \$700.00 allotment to obtain additional occupational gear and equipment, which is defined as items used for law enforcement purposes. Licensed deputies who work in an assignment and who are instructed not to use the official uniform in that assignment shall be able to use the \$700.00 allotment to obtain "civilian" clothing and additional occupational gear and equipment appropriate for use by the employee in fulfilling the employee's assigned duties. An equipment voucher once signed by the sheriff or the sheriff's designee will authorize the purchase of said equipment.
- 25.4 Any item of equipment or uniform item obtained by an employee through the voucher system that becomes damaged or destroyed in the line of duty shall be immediately replaced by the employer without further use or deductions from the \$700.00 annual voucher allotment. Replacement shall be completed without additional cost to the employee.
- 25.5 The employer shall replace an employee's eyewear that is damaged in the line of duty.

**ARTICLE 26. TRAINING**

- 26.1 The Employer shall pay for all training required by the Employer.
- 26.2 Employees required to hold licenses from the P.O.S.T. Board shall maintain such licenses.
- 26.3 The Employer will pay the cost of the P.O.S.T. license fee.

**ARTICLE 27. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 27.1 This Agreement shall represent the complete Agreement between the Union and the Employer.
- 27.2 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 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 or with respect to any subject or matter not specifically 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 28. TERMINATION AND MODIFICATION**

28.1 The Agreement shall be effective as of January 1, 2022 and shall remain in full force and effect through December 31, 2023. It shall be automatically renewed from year to year thereafter unless either party shall modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. Either party agrees to notify the other no later than September 1st of the year prior to the expiration date that they wish to renegotiate the contract.

COUNTY OF WATONWAN

LAW ENFORCEMENT LABOR SERVICES, INC.

Bob Perrine  
Chairman  
Dated: 3/1/2022

J. Olson  
LELS Staff Representative  
Dated: 07-27-2022

ATTEST:

Kelly [Signature]  
Clerk to the Board  
Dated: 2/24/22

N. Kiebas  
Bargaining Committee Member  
Dated: 02-23-22

Approved as to Form and Execution:

[Signature]  
County Attorney  
Dated: 2-25-2022

**APPENDIX A**

Deputy Sheriffs shall be paid in accordance with the following schedule:

	<b>2022</b>	<b>2023</b>
	<b>12/19/2021</b>	<b>1/1/2023</b>
<b>Step 1</b>	27.52	28.35
<b>Step 2</b>	28.39	29.24
<b>Step 3</b>	29.26	30.14
<b>Step 4</b>	30.13	31.03
<b>Step 5</b>	31.00	31.93
<b>Step 6</b>	31.87	32.83
<b>Step 7</b>	32.75	33.73
<b>Step 8</b>	33.62	34.63
<b>Step 9</b>	34.49	35.52
<b>Step 10</b>	35.36	36.42
<b>Step 11</b>	36.23	37.32
<b>Step 12</b>	37.10	38.21
<b>Step 13</b>	37.97	39.11

1. Effective the first full pay period which includes January 1, 2022: Apply a 3% general wage increase to Steps 1 and 15; reduce the scale from 15 to 13 steps with equal spacing between them; employees will be placed at the step which represents at least a 3% increase to their wage rate prior to the effective date; and employees are eligible for their next regular step advancement.  
  
Effective the first full pay period which includes January 1, 2023: Apply a 3% general wage increase to the wage scale.
2. Deputies designated by the Sheriff as Sergeants shall receive an additional two dollars and fifty cents (\$2.50) added to their regular hourly rate.
4. Step movement shall occur on the anniversary date of hire every year, dependent upon satisfactory performance evaluation. The Employer shall place any employee who does not receive their regular step advancement for reasons of performance on a formal and documented Performance Improvement Plan. Employees who do not receive a satisfactory performance evaluation will be reevaluated ninety (90) days from their anniversary date. If the employee receives a satisfactory evaluation at that time, they shall receive their step increase from that date forward. This will not change the employee’s anniversary date. After completing the one-year probationary period, future step movement of a part-time employee will take place after completing one year or 1560 hours, whichever comes later.”
5. Deputies who are assigned by the Employer to train new employees shall receive one dollar (\$1.00) per hour for all hours assigned to training.
6. Weekend Premium Pay – Effective December 19, 2021, Deputies working between the hours of 4:00 P.M. Friday and 8:00 A.M. Monday will receive weekend differential pay of an additional sixty-five cents (\$0.65) per hour for their entire shift, provided that at least one-half (1/2) of their shift falls within those hours. Effective January 1, 2023, the differential increases to seventy-five cents (\$0.75) per hour.
7. Night Premium Pay – Effective December 19, 2021, Deputies working between the hours of 6:00 P.M. and 6:00 A.M. will receive a night differential of sixty-five cents (\$0.65) per hour for the entire shift provided at least four (4) hours of the shift are worked during that period. Effective January 1, 2023, the differential increases to seventy-five cents (\$0.75) per hour. This benefit is not to be compounded by weekend premium pay.

# **Additional MOU'S**

