

**LABOR AGREEMENT**

**BETWEEN**

**WINONA COUNTY BOARD OF COMMISSIONERS**

**AND**

**LAW ENFORCEMENT LABOR SERVICES #536  
Detention Deputies and Transport Officers**

**WINONA COUNTY**

**2023-2024**

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**Agreement**

THIS LABOR AGREEMENT is entered into between the Winona County Board of Commissioners, hereinafter called the "Employer", and the Law Enforcement Labor Services #536, Inc., hereafter called the "Union".

**ARTICLE 1**

***PURPOSE***

- 1.1 The Union and the Employer agree that the purpose for entering into the Agreement is to:
  - 1.1.1 Establish the foundation for a harmonious and effective labor-management relationship.
  - 1.1.2 Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement.
  - 1.1.3 Specify the full and complete understanding of the parties.
  - 1.1.4 Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2**

***RECOGNITION***

- 2.1 The Employer recognizes the Union as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all employees in the bargaining unit composed of:

"All non-licensed Detention Deputies and Transport Officers employed by the Winona County Sheriff's Department, Winona, Minnesota, who are public employees within the meaning of Minn. Stat. 179A 03, subd. 14, excluding supervisory, confidential, and all other employees."
- 2.2 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 3**

***SCOPE OF AGREEMENT***

- 3.1 It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the terms and conditions of employment, which are defined as the hours, wages, and working conditions that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rule or regulation promulgated thereunder.
- 3.2 The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota. It is the intention of the parties that this Agreement supplements such statutes. In the event this Agreement is in conflict with such statutes the latter shall prevail.
- 3.3 At the discretion of the Employer, newly hired employees may be given salary schedule credit for previous law enforcement experience.

**ARTICLE 4**

***EMPLOYER RIGHTS***

- 4.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any term or condition of employment not explicitly established by this Agreement shall remain with the employer to establish, modify, or eliminate.

**ARTICLE 5**

***UNION RIGHTS***

- 5.1 Deduction of Union Dues
  - 5.1.1 The Employer shall, from the first and second payroll check each month, deduct an amount equal to one-twenty-fourth (1/24) of the annual Union dues from the wages of each Employee who authorizes such a deduction in writing. Dues so deducted, together with a list of employees from whom deductions were made and the amount of such deductions, shall be forwarded to the Union at their request.
  - 5.1.2 The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order, judgment, or action taken against the Employer involving the administration of Article 5.1.1.

The Union may designate one (1) employee from the bargaining unit to act as Steward and shall inform the Assistant County Administrator/Personnel Director in writing of the name of the

Steward and of successors when so named. The Steward shall have the duties and responsibilities as established by Article 22 (GRIEVANCE PROCEDURES).

## **ARTICLE 6**

### ***EMPLOYMENT STATUS***

- 6.1 Personnel employed by the Employer who are assigned to a budgeted job position and are normally scheduled to a work week of forty (40) hours, or to a regular 4/2 shift, or are normally scheduled to work eighty (80) hours in a bi-weekly pay period shall be defined as full-time Employees.
- 6.2 Personnel employed by the Employer who are assigned to a budgeted job position and are normally scheduled to a work week of less than forty (40) hours but more than fourteen (14) or less than a regular 4/2 shift, shall be defined as part-time employees.
- 6.3 Part-time employees will be paid according to the wage schedule. Part-time employees (excluding Transport Officers) will receive 50 % of the uniform allowance given to full-time employees. Part-time employees working 17.5 or more hours per week shall receive all other benefits on a pro-rated basis unless otherwise specified. The employer will calculate the total hours worked for each part-time employee every half-year and eligibility and benefits based on this calculation will be administered during the following six (6) months.
- 6.4 Transport Officers shall move from the first step to the second step of the attached pay grid after working 1040 hours, from the second step to the third step after working another 1040 hours and thereafter will move to the succeeding steps by working 2080 hours between steps.

## **ARTICLE 7**

### ***PROBATIONARY PERIOD***

- 7.1 All full-time and part-time employees who are original hires, or rehires following separation, shall serve a probationary work period of nine (9) consecutive months of work.
  - 7.1.1 The probationary work period shall serve as a period of time during which the employee's fitness and ability to perform the job classification's duties and responsibilities shall be evaluated.
  - 7.1.2 At any time during the probationary work period an employee may be terminated at the discretion of the Employer. Employees terminated during the probationary work period shall receive a written notice of such termination.
  - 7.1.3 The probationary work period may be extended based on just cause for an additional three (3) months upon written notice by the Employer to the Union.

- 7.2 All employees promoted to a higher job classification shall serve a probationary work period of six (6) consecutive months of work.
- 7.2.1 The promotional probationary work period shall serve as a period of time during which the employee's fitness and ability to perform the job classification's duties and responsibilities shall be evaluated.
- 7.2.2 At any time during the promotional probationary work period an employee may be demoted, at the discretion of the Employer. Employees demoted during the promotional probationary work period:
- 7.2.2.1 Shall receive written notice of reason(s) for such demotion.
- 7.2.2.2 Shall have the right to return to their previously held job classification;  
and
- 7.2.2.3 Shall be compensated at their wage schedule step prior to the promotion.
- 7.2.3 Employees shall have the right, for 90 days from the date the new position began, to voluntarily demote to their previously held job classification and wage prior to promotion.
- 7.2.4 The promotional probationary work period may be extended based on just cause for an additional thirty (30) consecutive normal workdays, upon written notice by the Employer to the Union.
- 7.3 During the probationary work period an employee may be terminated by the Employer without such termination being a violation of this Agreement or being grievable as provided by Article 22 (GRIEVANCE PROCEDURE).
- 7.4 Employees shall, during the probationary work period, accumulate sick leave and vacation as provided by Articles 11 and 13.

## **ARTICLE 8**

### ***HOURS OF WORK***

- 8.1 The scheduled workday, work week, and work shift shall be established and posted by the Employer.
- 8.1.1 Changes in the posted work schedule shall be preceded by a seven (7) calendar day notice to the Union, during which time the Union shall have the right to review the proposed changes and the manner of implementation.

- 8.1.2 Nothing in this Agreement shall prohibit the Employer from changing the posted work schedule to meet emergencies. Such changes shall be limited to the duration of the emergency only.
- 8.1.3 During each normal workday employees shall be allowed two (2) fifteen (15) minute rest periods to be taken as approved by the employee's supervisor. One (1) rest period will be allowed during the first half of the normal workday and one in the second half. During a rest period, employees shall be in a duty status and shall respond as needed.
- 8.1.4 The Employer will implement a twelve-hour per shift work schedule for Detention Deputies for the duration of the labor agreement. The floating holiday shall be 10 hours paid time, for full-time employees and pro-rated for part-time employees, for the duration of the labor agreement.
- 8.2 The Employer reserves the right to call back employees before the start of their scheduled workday or work week and after the completion of their scheduled workday or work week. Employees called back to work shall receive credit for a minimum of two (2) hours of work at one and one-half (1 1/2) times the employees' hourly wage rate.
- 8.3 All employees shall be at their assigned duty station ready for work at their scheduled starting time and remain in a duty status until the scheduled quitting time or until relieved by the Employer.
- 8.4 Nothing in this Agreement shall be construed as, and is not intended to be, a guarantee of any hours of work per normal workday or normal work week.
- 8.5 Shift Bidding for Detention Deputies:
  - 8.5.1 Detention Deputy classification seniority will be deemed as the number of years and months worked within said position.
  - 8.5.2 The most senior qualified employees working in the classification of Detention Deputy shall be given shift assignment preference after twelve (12) months of continuous full-time employment.
  - 8.5.3 Shift bidding will occur annually. Shift bidding for Detention Deputies will commence within 14 calendar days after the Shift Commanders' schedules have been posted. New shifts will be in effect starting with the first full pay period of September.
  - 8.5.4 When taking a promotion an employee's seniority for the new position starts at the time of appointment to the new classification.



- 8.5.5 If in the event of a tie in seniority of classification for bidding, the seniority shall be deemed as the total number of years and months worked within the Winona County Sheriff's Department.
- 8.5.6 If a position becomes open, due to an employee leaving employment, within the middle of the shift bidding cycle, the new employee hired to fill the vacancy will fill the leaving employees shift. With the exception of a senior Detention Deputy wanting the shift and then only that shift will be bid according to seniority.
- 8.5.7 When taking a voluntary (of one's own free will and not progressive discipline related) demotion and bidding a shift, seniority shall be classified as total time worked in the demoted position. However, if there is no open/empty position, the demoted employee cannot bump a less senior member.
- 8.5.8 If an employee takes a voluntary demotion or is demoted as part of progressive discipline, and at a later point in their career becomes promoted again to that same classification, their prior years and months of service from the first promotion shall not count towards seniority for the second promotion.
- 8.5.9 Employees who have been demoted as part of progressive discipline can only return to that classification through completing a new application process.

## **ARTICLE 9**

### ***OVERTIME***

- 9.1. Overtime shall be defined as hours assigned by the Employer and worked by an employee in excess of the employee's scheduled workday or work week. The normal workday will be 8 1/2 hours, including a one-half hour paid meal break for employees in the position of Transport Officer. The normal workday will be twelve (12) hours, including a one-half hour paid meal break for Detention Deputies.
- 9.2. Overtime hours assigned and worked shall be compensated at the rate of one and one-half (1 ½) times an employee's hourly rate of pay.
- 9.3. Overtime assigned by the Employer shall be worked unless such assignment is excused by the Sheriff or their designee.
- 9.4. For the purpose of computing overtime as provided by this Article, overtime hours worked shall not be computed, pyramided, or counted twice for the same hours worked. Sick leave, compensatory time, and floating holiday do not count in the calculation of overtime.
- 9.5. Overtime hours worked shall be credited to an employee's "comp-time bank" to a maximum of 120 hours.

- 9.5.1 Employees having accumulated a maximum of 120 'comp time' hours shall be paid in cash for all overtime hours worked in excess of 120 hours.
- 9.5.2 During periods of lack of work, employees may be scheduled off by the Employer. During such periods employees shall draw, on an hour for hour basis, time from the 'comp time bank' to equal a scheduled workday or work week.
- 9.6 Overtime will be distributed as equally as practicable.
- 9.7 Court time: If an employee is scheduled to appear in court during a time other than their scheduled shift, the employee must call the County Attorney's Department on the day of court to verify if court is still scheduled. If the court appearance is cancelled with less than twenty-four (24) hours' notice, the employee shall be compensated one (1) hour at straight pay. If an employee has called the County Attorney's department on the day of the court appearance to verify if court is still scheduled, reports to work, then court is cancelled; the employee will be compensated two (2) hours at one and one-half (1 ½) times the employee's rate of pay or actual hours worked, whichever is greater.
- 9.8 Transport Officer On-Call: Transport Officers on-call shall be paid in accordance with the Winona County Overtime and Compensatory Time Policy 3.10.

## **ARTICLE 10**

### ***WORKING OUT OF CLASSIFICATION***

- 10.1 Normally a Chief Deputy, Jail Administrator, Assistant Jail Administrator, Public Answering Point Supervisor or Sheriff will be available to assume supervisory responsibilities. In the event that a supervisor is not available, the designated dispatcher on duty will receive an additional \$1.00/hour for the shift that the employee must assume these duties/responsibilities. In this event, a supervisor must specifically designate person(s) and assign the applicable responsibilities.

## **ARTICLE 11**

### ***SICK LEAVE***

- 11.1 Full-time employees shall earn sick leave at the rate of four (4.00) hours per pay period.
- 11.2 Earned sick leave may be accumulated to a maximum of two thousand forty (2040) hours, plus the current year's accumulation to date which may be used during the current year but shall not accumulate for use in subsequent years.
- 11.3 Accumulated sick leave may be approved for absences for the following reasons and/or as stipulated in the MN Statutes 181.940 to 181.944:
  - 11.3.1 Because of illness or injury which prevents the employee from performing job duties and responsibilities.

- 11.3.2 Because of medical or dental care which cannot be scheduled at a time other than during the employee's regular workday.
- 11.3.3 Because of illness or injury in the employee's family. Use of sick leave pursuant to this Section shall be in compliance with Minn. Stat. §181.9413. If such care exceeds (3) three days, medical verification must be submitted to the Personnel Department. Additional sick leave may be allowed for a spouse's illness with the approval of the County Administrator.
- 11.4 The repeated or systematic use of sick leave or the request of use of sick leave for three (3) or more consecutive days may require written medical verification at the discretion of the Sheriff or their designee.
- 11.5 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may request an unpaid leave of absence in accordance with the provisions of Article 18 (LEAVE OF ABSENCE).
- 11.6 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 19 (DISCIPLINE AND DISCHARGE).
- 11.7 Notification. Employees unable to report to their workday because of illness or injury shall notify the Sheriff or designee prior to their scheduled starting time. The County reserves the right to require written medical certification from an employee in the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee.
- 11.8 One day of vacation will be added to an employee's accumulated vacation for each payroll year in which the employee utilizes zero (0) days of sick leave.

## **ARTICLE 12**

### ***BEREAVEMENT LEAVE***

- 12.1 Full-time employees shall be granted the use of up to a maximum of three (3) days with pay, in the event of a death of a member of the employee's immediate family. In the event of death of an employee's spouse, child, parent, or stepchild, an employee may request two (2) additional paid days. These days must be approved by the Personnel Director.
  - 12.1.1 Immediate family shall be defined as the employee's spouse, child, step-child, parent, step-parent, sibling, step-sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, the employee's spouse's parent, grandparent, sister or brother, and other legal dependent as identified by the IRS code.

12.1.2 When funeral leave is approved, for compensation purposes, an employee will be considered to have worked their normal workday.

12.1.3 Part-time employees will be eligible for bereavement leave benefits established by this Article on a pro-rata basis, providing they were scheduled to work.

## **ARTICLE 13**

### **VACATIONS**

13.1 Full-time employees shall earn paid vacation based on years of continuous service with the Employer in accordance with the following schedule:

Start of employment through the end of the fifth full year of employment = 3.92 hours per pay period.

Start of sixth year of employment through the end of the tenth full year of employment = 4.90 hours per pay period.

Start of eleventh year of employment through the end of the fifteenth full year of employment = 5.88 hours per pay period.

Start of sixteenth year of employment through the end of the twentieth full year of employment = 6.54 hours per pay period.

Start of twenty-first year of employment and thereafter = 7.85 hours per pay period.

13.2 Choice of Vacation Period: Each department shall post a vacation request list prior to April 1 of each year. Vacations shall be granted at the time requested by the employee, subject to the approval of the Department Head. If it is necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall have the choice of a vacation period. After April 1, vacations shall be granted, with Department Head approval, on a first-come, first-served basis. Whenever possible, an employee will be notified of approval or denial of his or her vacation request within five (5) days of the request. Two (2) employees on the same shift in the same job classification may be scheduled a vacation period at the same time only with the approval of the Department Head.

13.3 Employees shall accumulate and may utilize vacation during the probationary work period. Employees terminated during the probationary work period shall not be compensated for accumulated vacation.

13.4 Employees shall be entitled to accumulate vacation up to two (2) times their current annual accrual.

- 13.5 Employees must submit requests for time off (vacation or compensatory time) at least ten (10) days in advance of the requested date. The Employer will notify the employee whether the request is approved or denied five (5) days after the request has been submitted. Approval of requested vacation or compensatory time may be withdrawn by the Employer in the event that conditions exist which require the attendance of the employee (emergencies, unexpected absences, etc.).
- 13.6 Employees may convert up to 32 hours of vacation per calendar year to a deferred compensation plan of the employee's choice as allowed by the plan rules and IRS rulings.

**ARTICLE 14**

***JURY DUTY***

- 14.1 Full-time employees called for jury duty, except a grand jury, shall be compensated for the difference between the jury duty per diem and the employee's normal daily wage.
- 14.2 Part-time employees shall not be eligible for jury duty benefits established by this Article.

**ARTICLE 15**

***INSURANCE***

- 15.1 The Employer shall establish a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and an insurance carrier. Any change in the benefit coverage shall be negotiated with the Union, except those required by law.
  - 15.1.1 For employees opting for employee only coverage:
    - 15.1.1.1 The Employer will contribute eighty-five percent (85%) of the monthly premium for the group health insurance.
  - 15.1.2 For employees opting for dependent coverage:
    - 15.1.2.1 The Employer will contribute fifty percent (50%) of the difference between the premium of single coverage and dependent coverage for the group health insurance.
  - 15.1.3 Employees not choosing dependent coverage will not be covered at the Employer's expense for any additional insurance other than the individual group health (as stated above) and group life insurance. The Employee will be responsible for paying the additional cost of health insurance over and above the amount paid by the Employer.
- 15.2 Effective the first of the month following County Board approval of this contract, the Employer shall establish a \$15,000.00 term life insurance program subject to the

limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier.

15.2.1 The term life insurance program shall provide a death benefit for all full-time employees.

15.2.2 The Employer shall pay the full cost per month per employee of the monthly premium cost of the term life insurance program for each month or portion of a month worked.

## **ARTICLE 16**

### ***HOLIDAYS***

16.1 The following holidays will be recognized by the Employer:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve Day	December 24th
Christmas Day	December 25th

16.2 An employee may take one paid floating holiday each payroll year, which shall not accumulate from year to year. Such day must be scheduled and approved by the employee's supervisor.

16.3 Full-time employees will receive 97.25 hours of holiday pay in accordance with Article 16. Employees working less than the full calendar year will receive a prorated portion based on 1/12 of the total hours for each month worked.

16.4 To provide the holiday benefit, as stipulated in Article 16.3, the Employer shall make cash payments on the last paycheck in November and the first paycheck in December, for each holiday which occurred following an employee's date of original employment.

16.5 Employees who do not work on a holiday shall receive holiday pay in accordance with Article 16.3 and 16.4. Employees who work on a holiday listed above will be paid time and one-half (1 1/2) for all hours worked on the holiday in addition to the holiday pay. For purposes of this section, the holiday shall begin at 12:01 a.m. and ends at midnight.

16.6 Part-time Eligibility: (Consistent with County practices for all part-time employees.)

16.6.1 Part-time employees regularly scheduled to work seventeen and one-half (17 ½) or more hours per week shall be eligible for pro-rata holiday pay.

16.6.2 Part-time employees regularly scheduled to work less than seventeen and one-half (17 ½) hours per week shall not be eligible for holiday pay established by this Article.

16.6.3 The Employer will calculate the total hours worked for each part-time employee every half-year (end of June and end of December) and eligibility and benefits based on this calculation will be administered during the following six (6) months. Holiday pay is pro-rated, based on the hours worked during the previous six (6) months and pro-rated for half (½) day holiday.

Example: If an employee works 684.00 hours from January through June the pro-rated average equates to:

684.00 divided by 26 weeks = 26.30769 hrs.  
26.30769 hrs divided by 40 hrs. (Full-time equivalency) = .65769 or 65.769 %  
65.769% of 8:00 hrs (full-time holiday benefit) = 5.26152 hrs or rounded to 5.26 hrs of holiday.

If a half (1/2) day holiday applies, using the example above,  $5.26/2 = 2.63$  hrs holiday.

## **ARTICLE 17**

### ***SEPARATION***

17.1 Employees shall be considered separated from employment with the Employer based on the following actions:

17.1.1 Resignation. Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation. In the event of unusual circumstances beyond the employee's control the Employer may waive the fourteen (14) calendar day notice requirement.

17.1.2 Retirement. Employees should submit retirement requests with a retirement date that coincides with the end of a payroll period.

17.1.3 Discharge. Employees may be discharged from employment as provided by Article 19 (DISCIPLINE and DISCHARGE).

17.1.4 Absence from Work. Employees absent from work without an approved absence as provided by Articles 11, 12, 13, and 14 (SICK LEAVE,

BEREAVEMENT LEAVE, VACATION, or JURY DUTY) may be discharged as provided by Article 19 (DISCIPLINE and DISCHARGE).

- 17.1.5 Inability to Perform Job Duties and Responsibilities. Employees may be separated for the inability to perform job duties and responsibilities as provided by Article 7 (PROBATIONARY WORK PERIOD).
- 17.2 Employees re-employed by the Employer following separation shall be considered an original hire and shall serve a nine (9) continuous months probationary work period.
- 17.3 Employees separated from employment except for discharge (Article 19) or termination during the probationary work period (Article 7), shall be compensated for all accumulated vacation and compensatory time at the time of separation or to the employee's estate in the event of death, except as provided in Article 16. In computing pay or entitlement, the length of service shall be based on the anniversary date the employee commenced employment.
- 17.4 Employees who leave in good standing with more than ten (10) years of service who have a minimum accumulation of 100 days of unused sick leave may convert it to paid-up health insurance for the employee only, according to the following schedule:
- 10 days unused sick leave = 1 month paid-up insurance for employee only.
- Employees who leave in good standing with more than ten (10) years of service who have a minimum accumulation of 920 hours of unused sick leave may “sell back” their unused sick leave at the rate of 25% of their current wage at the time of termination of employment with Winona County. Employees cannot opt for both the sick leave conversion to health insurance and the “sell back” option for sick leave.
- ARTICLE 18**
- LEAVE OF ABSENCE***
- 18.1 In the event it is necessary for an employee to be absent from work for reasons other than those provided by Articles 11, 12, 13, and 14 (SICK LEAVE, BEREAVEMENT LEAVE, VACATION, or JURY DUTY) a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.
- 18.2 Requested leaves of absence will be granted only when such leaves would not affect the services provided by the Employer, is recommended by the Sheriff or their designee, and is approved by the County Administrator.
- 18.3 During an unpaid leave of absence of less than thirty (30) days, there will be no change in employment status.



- 18.4 Employees who are absent from work without an approved leave of absence shall be subject to discipline as provided by Article 19 (**DISCIPLINE AND DISCHARGE**) and shall receive no compensation during the period of absence.
- 18.5 Employees shall be entitled to military leave of absence in accordance with State and Federal law.
- 18.6 Full-time employees shall be entitled to parental leave in accordance with State and Federal law.

**ARTICLE 19**

***DISCIPLINE AND DISCHARGE***

- 19.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 19.2 Disciplinary action by the Employer may include any of the following actions based on the severity of the cause:

- Oral reprimand,
  - Written reprimand,
  - Suspension,
  - Demotion, or
  - Discharge.

Suspensions, demotions, and discharges shall be in written form.

- 19.3 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 22.
- 19.4 Written reprimands, notices of suspension, and notices of discharge which are to become a part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 19.5 Employees may examine their own individual personnel files pursuant to Winona County Personnel policies.
- 19.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

**ARTICLE 20**

***SENIORITY AND LAYOFF***

20.1 Definitions:

Job Classification Seniority: Time in specific job classifications covered by this Agreement.

Employer Seniority: Time in continuous employment with Winona County.

Department Seniority: Time in continuous employment with the Winona County Sheriff's Department in classifications covered by this Agreement.

20.2 In the event the Employer determines it is necessary to reduce the work force, employees within this unit will be laid off based on their seniority within the classification. The least senior employee will be laid off first, in inverse order of hire. Employees have the right to be recalled from layoff for one year following layoff. This provision only affects seniority as to layoff.

20.3 Employees who wish to apply for an open position, including employees on lay off, may complete an application and shall submit the said application to the Employer. Individuals laid off may apply for positions posted internally, up to one (1) year after being laid off.

**ARTICLE 21**

***UNIFORM ALLOWANCE***

21.1 Employees required by the Employer to wear a uniform, except as noted otherwise, shall receive \$70.00 per month for the maintenance and replacement of such uniform. The County will purchase and maintain uniforms for Transport Officers. As a result, no uniform allowance will be paid to Transport Officers.

21.2 Employees required by the Employer to carry a handgun shall be provided such handguns and accessories by the Employer, which shall remain the property of the Employer.

21.3 For newly hired full-time employees who are required to wear a uniform, the Employer agrees to purchase uniforms for the first year of employment according to the Sheriff's policy manual. If an employee is terminated during their probationary work period, the individual must return the uniform to the Employer. After the first year, employees shall receive an allowance in accordance with 21.1 of this article.

**ARTICLE 22**

***GRIEVANCE PROCEDURE***

22.1 The grievance procedure is established for the purpose of resolving disputes concerning the application or interpretation of the Agreement with equity and dispatch.

- 22.2 A grievance for the purpose of this Article is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- 22.3 It is recognized and accepted by the Employer and the Union that the processing of grievances, as hereinafter provided, is limited by service obligations of the Employer, and shall therefore be accomplished during working hours only at a mutually convenient time consistent with such service needs.
- 22.4 Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of any alleged violation of the Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the Sheriff or their designee. If the matter is not resolved to the employee's satisfaction by this informal discussion, it may be reduced to writing and referred to Step 2 by the employee. The written grievance shall set forth the nature of the grievance, the facts on which is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement shall be considered waived if not reduced to writing by the Union within fourteen (14) calendar days of the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, had knowledge of the first occurrence of the event giving rise to the grievance.

Step 2. Within ten (10) calendar days following receipt of the written grievance referred from Step 1, the Sheriff shall meet with the Union Steward and attempt to resolve the grievance. Within ten (10) calendar days following this meeting, the Sheriff shall respond in writing to the Union President, stating the Employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 3. Any grievance not referred in writing by the Union to Step 3 within ten (10) calendar days following receipt of the Sheriff's answer shall be considered waived.

Step 3. If the grievance remains unresolved, a meeting between the Employer and a Union staff representative shall be held to discuss the grievance. The Employer shall respond in writing to the Union stating the Employer's position within fourteen (14) calendar days following the meeting. If, as a result of the written response from the Employer, the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to the Bureau of Mediation Services within seven (7) calendar days following receipt of the Employer's written response shall be considered waived.

Step 4. The Union or the Employer may, within seven (7) days after the response of the Employer in Step 3, petition to the Bureau of Mediation Services for grievance mediation.

Step 5. If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the Employer, by written notice to County Administration,

request arbitration of the grievance. The arbitration proceeding shall be conducted by an arbitrator to be selected in accordance with the “Rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

**Choice of Remedy:** If as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the discipline of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 22 or a procedure such as: Civil Service, Veteran’s Preference or Human Rights. If appealed to any procedure other than Step 4 of Article 22, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 22. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. This provision does not extend any time limits set forth in the applicable rules, laws, regulations.

- 22.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to them in writing and by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator shall submit their decision in writing within thirty (30) calendar 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 based solely on the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees. The fee 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 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.
- 22.6 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 the 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 at each step.

## **ARTICLE 23**

### ***NON-DISCRIMINATION***

- 23.1 No employee will be discriminated against under this Agreement by either the Employer or the Union on any basis prohibited by law.

**ARTICLE 24**

***SEVERABILITY***

- 24.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 24.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative or judicial determination.

**ARTICLE 25**

***PROMOTIONS***

- 25.1 The term "promotion" as used in this provision means the advancement of any employee to a higher paying job classification. Whenever a job opening occurs in any existing job classification or as a result of the development of, establishment of a new job classification, a notice of such openings describing the position shall be posted on all the bulletin boards for a period of ten (10) calendar days.
  - 25.1.1 The Employer shall promote the most qualified applicant based on job-relevant qualifications.
  - 25.1.2 During this period, employees who wish to apply for the open position, including employees on lay off, may do so. The application shall be in writing, and it shall be submitted to the Employer.
  - 25.1.3 The Employer shall determine when a position is vacant and when it will be filled.
  - 25.1.4 Employees who are promoted by the Employer to a higher paid job classification shall be compensated at the experience step of the wage schedule which is not less than the employee's compensation prior to promotion.
  - 25.1.5 Shift assignment for employees who move into a new job classification shall be made on the basis of "classification seniority" as defined in Article 20.

**ARTICLE 26**

***INJURY ON DUTY***

- 26.1 Employees receiving workers' compensation benefits will be paid the difference between the employee's regular gross wage and the worker's compensation payment without

requiring the employee to draw from sick leave, vacation, or other accrued benefits. The employee will accrue regular vacation and sick benefits. Workers' compensation injury on duty benefits pursuant to the above language shall not be paid for a period exceeding six months. The duration of providing regular compensation for the 1/3 hours covered under worker's compensation is up to 1092 hours total in worker's compensation benefits. Workers' compensation benefits pursuant to the above language shall not be paid for a period exceeding six months.

## **ARTICLE 27**

### ***WAIVER***

- 27.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.
- 27.2 Therefore, the Employer and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this Agreement.
- 27.3 Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

## **ARTICLE 28**

### ***DURATION AND PLEDGE***

- 28.1 This Agreement shall become effective January 1, 2023, unless specifically provided otherwise, and shall remain in effect through the 31st day of December 2024, and continue in effect from year to year thereafter, unless changed or terminated.
- 28.2 Either party desiring to change or terminate this Agreement must notify the other party in writing prior to July 1, 2023. The original provisions of this agreement shall remain in full force and effect until a conclusion is reached regarding such changes. Notice by either party of a desire to terminate this Agreement shall follow the same procedures as a proposed change.
- 28.2 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the GRIEVANCE PROCEDURE herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the terms of the Agreement:

28.2.1 The Union, its officers, and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment.

28.2.2 The Employer will not engage in, instigate, or condone any lock-out of employees.

**ARTICLE 29**

**WAGES**

29.1 Employees will receive wages according to Wage Grids for each year of the contract as specified in Appendix A, Wage Grid.

29.2 Trainer Pay

Employees assigned by the department head to train other employees will be paid one and one-half (1 1/2) hour of straight time compensation per shift spent working as a trainer. This article excludes the position of Transport Officer.

AGREED TO this 27<sup>th</sup> day of June, 2023, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the Employer and the Union:

FOR THE UNION:

DocuSigned by:  
Ryan Howell  
934E9587E007487...  
Ryan Howell  
LELS President

Date: June 29, 2023 | 6:29 AM CDT

FOR THE EMPLOYER:

DocuSigned by:  
Chris M. Meyer  
6C6BB09E2B8F430...  
Chris Meyer, Chair  
Winona County Board of Commissioners

Date: July 10, 2023 | 10:50 AM CDT

Attest:

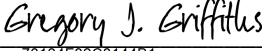
DocuSigned by:  
Rick Mathwig  
D14538F424DA4BE...  
Rick Mathwig  
LELS Business Agent

DocuSigned by:  
Maureen L. Holte  
9AFF2DFEAA5C4C9...  
Maureen Holte  
County Administrator

July 10, 2023 | 5:01 AM PDT

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

DocuSigned by:

  
78134F82C8144B1  
\_\_\_\_\_  
Gregory J. Griffiths  
Dunlap & Seeger, P.A., Attorney at Law



**2023 Wage Grid - effective 1-1-2023 market adj plus 3.0% COLA**

		<b>Start</b>	<b>6 Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
Detention Deputy	Hourly	\$24.85	\$25.93	\$27.06	\$28.13	\$29.23	\$30.36	\$31.54	\$33.08
Transport Officer	Hourly	\$21.60	\$22.58	\$23.54	\$24.49	\$25.42	\$26.38	\$27.38	\$28.65

Date: 05/22/23

**2024 Wage Grid - effective 1-1-2024 market adj plus 3.0% COLA**

		<b>Start</b>	<b>6 Month</b>	<b>1 Year</b>	<b>2 Year</b>	<b>3 Year</b>	<b>4 Year</b>	<b>5 Year</b>	<b>6 Year</b>
Detention Deputy	Hourly	\$26.88	\$28.04	\$29.27	\$30.42	\$31.61	\$32.83	\$34.11	\$35.76
Transport Officer	Hourly	\$22.25	\$23.26	\$24.25	\$25.23	\$26.18	\$27.17	\$28.20	\$29.51

Date: 05/22/23