

**LABOR AGREEMENT**  
**BETWEEN**  
**COUNTY OF YELLOW MEDICINE**  
**AND**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**  
**(LOCAL NO. 70)**

**Effective January 1, 2023 through December 31, 2025**

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This Agreement, is made and entered into by and between the Yellow Medicine County Board of Commissioners, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., hereinafter referred as the Union.

## **DEFINITIONS**

For the purpose of this Agreement, the following terms and phrases shall have the meaning given to them.

|                  |   |
|------------------|---|
| <b>EMPLOYER:</b> | Yellow Medicine County Board of Commissioners.  |
| <b>SHERIFF:</b>  | Appointing authority with exclusive right to select, direct, discipline and discharge employees subject to the procedures of this contract. |
| <b>UNION:</b>    | Law Enforcement Labor Services, Inc.  |
| <b>EMPLOYEE:</b> | A member of the exclusively recognized bargaining unit.   |
| <b>OFFICER:</b>  | Officer elected or appointed by the Union.  |
| <b>MEMBER:</b>   | A member of LELS (Local #70) in the bargaining unit to which this contract applies.   |
| <b>DAY:</b>      | A vacation, holiday, or sick day is equivalent to eight (8) hours.  |

### **ARTICLE 1. PURPOSE OF AGREEMENT**

1.1 This Agreement has as its purpose the promotion of harmonious relations between the Employer, its Employees and the Union; the furtherance of efficient governmental services; the establishment of and 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 terms and conditions of employment covered by this Agreement.

### **ARTICLE 2. RECOGNITION**

2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes 179A.03 Subdivision 8, for all essential licensed public employees of the Yellow Medicine County Sheriff's Department bargaining unit as identified by the Bureau of Mediation Services, certification of Exclusive Representative dated January 23, 2004, Case No. #04-PCE-0822.

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 Services for determination.

**ARTICLE 3.**

**MANAGEMENT RIGHTS**

- 3.1 The Employer retains all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions in the department; to select, direct, transfer and define appropriate discipline of employees and to perform all other managerial functions, duties and responsibilities, and all other inherent managerial rights set forth under the Public Employment Labor Relations Act, Chapter 179A.
- 3.2 Specifically, The County Board's responsibility as Employer is as to any and all matters over which the County Board has final budgetary authority. For all other matters, the Sheriff as the appointing authority shall be considered the Employer, including the sole authority to define "just cause" for disciplinary purposes.

**ARTICLE 4.**

**UNION SECURITY**

- 4.1 The Employer agrees to cooperate with the Union in the deduction of regular monthly dues for those employees who request in writing to have regular monthly Union dues checked off by payroll deduction. The Employer agrees to remit such regular monthly dues in a manner to be prescribed by the Union.
- 4.1.1 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 Article 4.1.
- 4.2 The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment.
- 4.3 The Union may designate one member to act as steward or officer and shall inform the Employer of such choice and of any changes in stewards or officers in writing.
- 4.4 The Employer agrees to make space available on the employer bulletin board for the posting of Union notice(s) and announcements and to make space available for Union meetings when it does not conflict with the operation of the department.
- 4.5 The Employer agrees to allow the officer 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 operations of the department.
- 4.6 The Employer agrees to post all promotional opportunities within the department; to publish the method by which promotions shall be made within the department; and to make copies of all work rules and regulations available to employees.

**ARTICLE 5. EMPLOYER SECURITY**

5.1 Neither the union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

**ARTICLE 6. EQUAL APPLICATION**

6.1 The Employer 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 or not 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 7. SAVINGS**

7.1 This Agreement is subject to the laws of the United States and the State of Minnesota.

7.2 In the event that any provision 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. The voided provisions may be renegotiated upon written request of either party.

**ARTICLE 8. GRIEVANCE PROCEDURE**

8.1 For the purpose of this Agreement, the term "grievance" means any dispute arising concerning the interpretation or application of the express provisions of this Agreement.

8.2 In the event of such grievance arising, there shall be no suspension of operations but an earnest effort shall be made to resolve such grievances in the manner prescribed by this Article.

8.3 The Employer and the Union agree that the investigation and processing of grievances shall be accomplished during the normal work day without a reduction in wages or loss of leave time to the aggrieved or the Union steward while consistent with employee duties and responsibilities.

8.4 PROCEDURE. Grievances, as defined in Article 8.1 shall be resolved in conformance with the following procedure:

- Step 1 An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Sheriff. The Sheriff 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, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Sheriff'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 grievances shall be presented by the Union and discussed with the County Grievance Committee. The County Grievance Committee shall give the Union the Employer's Step 2 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 County Grievance Committee'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 County Board. The County Board shall give the Union the Employer's answer in writing within twenty-one (20) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 3A or 4 within ten (10) calendar days following the County Board's final answer in Step 3. Any grievance not appealed in writing by the Union within ten (10) calendar days shall be considered waived.
- Step 3A If the grievance is not resolved at Step 3, it may be appealed by either party to Step 3A by submitting it to mediation with the Bureau of Mediation Services within ten (10) calendar days following the County Board's final decision in Step 3. A grievance not resolved in Step 3A may be appealed to Step 4 within ten (10) calendar days following the termination of mediation. Any grievance not appealed in writing by the Union within ten (10) calendar days shall be considered waived.
- Step 4 A grievance unresolved in Step 3 or 3A may be appealed to Step 4 by the Union. The appeal in Step 4 shall be made by submitting it to arbitration in accordance with the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances as established by the Bureau of Mediation Services. Failure to select an arbitrator within ninety (90) days of the Union's appeal to Step 4 shall be considered a "waiver" of the grievance, unless the delay in selection is caused by the Employer, or the delay is mutually agreed upon by the parties in writing.

## 8.5 ARBITRATOR'S AUTHORITY

- 8.5.1 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.

8.5.2 The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.

8.5.3 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 representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

## 8.6 WAIVER

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

## ARTICLE 9.

### DISCIPLINE

9.1 The Employer will discipline for cause only. Discipline will be in one or more of the following forms, which shall not imply a mandatory sequence of events:

- Oral reprimand;
- Written reprimand;
- Transfer not to exceed 90 days;
- Suspension;
- Demotion;
- Discharge.

9.2 Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The Union shall be provided with a copy of such notice.

9.3 Oral reprimands, written reprimands, notices of suspensions and notices of discharge which are to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimand and/or notices.

9.4 Employees may not be suspended without pay for more than thirty (30) working days for any single offense. Discharges will be preceded by a five (5) day calendar suspension without pay. Cumulative total days of suspension may not exceed ninety (90) days in any calendar year.

- 9.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.6 Grievances relating to this Article may be initiated by the Union in Step 3 of the grievance procedure.
- 9.7 The Sheriff retains the right to conduct investigations or inquiries into the conduct by any employee of the Yellow Medicine County Sheriff's Department pursuant to Minn. Stat. 626.89.
- 9.8 During the course of such investigation an employee may be ordered to answer questions concerning facts, circumstances and other things material to the resolution of the investigation pursuant to Minn. Stat. 626.89. In such an investigation, any employee who refuses to answer questions or otherwise cooperate with the Sheriff in that investigation may face independent disciplinary action.

**ARTICLE 10. VOLUNTARY SHIFT SWITCHING**

- 10.1 With the consent of the Sheriff, Employees may voluntarily switch shifts. Voluntary switching of shifts shall not obligate the Employer for overtime pay.

**ARTICLE 11. SENIORITY**

**11.1 SENIORITY LISTS**

Within thirty (30) days after the signing of this Agreement, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification to include name and rank, in order of highest to lowest seniority, all permanent employees in the bargaining unit.

**11.2 TYPES OF SENIORITY**

There shall be three types of seniority established by the Agreement.

- 11.2.1 Service Seniority, the total length of continuous service with the County.
- 11.2.2 Department Seniority, the total length of service within a specific department or division of county service.
- 11.2.3 Classification Seniority, the total length or service within a work classification.

**11.3 BREAKS IN SENIORITY**

Employees seniority shall terminate by voluntary resignation, layoff (when recall rights under 11.4.3 expire), discharge for just cause, or retirement.

**11.4 LAYOFF**

Except in those instances where senior Employees are not qualified to perform remaining work, seniority shall determine the order of Layoff. Part time employees shall be considered for layoff prior to layoff of full time employees.



- 11.4.1 Layoff shall be by classification within the department in inverse order of classification seniority. However, an Employee about to be laid off shall have the right to bump (displace) any Employee in a lower classification, provided that the Employer determines the Employee who is exercising bumping rights has previously held the position and is adequately qualified to perform the duties of the classification into which she/he is bumping and she/he has greater department seniority than the Employee who is to be bumped. Part time Employees will be bumped first.
- 11.4.2 The Employer shall issue written notice of indefinite layoff to affected Employees by U.S. mail with an affidavit of service by mail or by personally handing the notice to the employee at least fifteen (15) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may layoff for a definite period of forty-four (44) days or less by given written notice to affected Employees by U.S. mail with an affidavit of service by mail or by personally handing the notice to the employee at least seven (7) calendar days in advance of the Layoff.
- 11.4.3 Recall from layoff shall be by classification within the department, in inverse order of layoff, provided that, if an Employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, she/he shall automatically have terminated his/her employment and shall be removed from the recall list. The Employer shall issue written notice of recall from an indefinite layoff to affected Employees by U.S. mail with an affidavit of service by mail, providing at least fifteen (15) calendar days to return to work. Recall notification shall be sent to the Employee's last known address. An Employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate except as otherwise provided in this paragraph.
- 11.4.4 The Employer shall not hire a new Employee in a classification where an Employee is laid off with the right for recall.
- 11.4.5 Voluntary Leaves Prior to Layoff – Prior to laying off an Employee the employer will offer a voluntary leave of absence to other Employees in the affected classification to prevent the involuntary layoff of an Employee. An Employee on such leave shall continue to accrue seniority as though the Employee was working. The leave shall be for a period not to exceed two (2) years from the effective date of the leave. An Employee on such leave shall be recalled to work pursuant to 11.4.3.

#### 11.5 PROBATIONARY EMPLOYEES.

There shall be a probationary period of 12 months for deputies and during that probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During that probationary period, a promoted or reassigned Employee may be returned to his previous position at the sole discretion of the Sheriff.

**ARTICLE 12. HOURS OF WORK**

12.1 The normal work week shall consist of forty (40) hours and the normal work year shall consist of 2,080 hours. These shall be accounted for by each employee through:

|                         |           |
|-------------------------|-----------|
| Scheduled hours of work | Roll Call |
| Holidays                | Training  |

**ARTICLE 13. COURT TIME**

13.1 An employee who is required to appear in Court during his scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift does not qualify the Employee for this minimum.

**ARTICLE 14. CALLBACK**

14.1 An Employee called back to work outside his regularly posted schedule shall be paid for a minimum of three (3) hours at time and one-half (1 ½) times the Employee's regular base rate of pay. An Employee participating in trainings and meetings outside his regularly posted schedule shall be paid for a minimum of two (2) hours at time and one-half (1 ½) times the Employee's regular base rate of pay (no banking of hours is allowed) with prior approval from the Sheriff. An extension or early report to a regularly scheduled shift does not qualify the Employee for this minimum.

**ARTICLE 15. OVERTIME**

15.1 Employees shall be compensated at one and one-half (1 ½) times the Employee's regular base rate of pay for hours worked in excess of the Employee's regularly scheduled shift. Full time Deputies shall be given preference to work an overtime shift before it is assigned to a part-time deputy as an overtime shift. Changes in shifts do not qualify an employee for overtime under this Article.

15.2 Overtime will be distributed as equally as practicable. Overtime refused by an Employee will, for record purposes, be considered as unpaid overtime worked. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime shall be calculated to the nearest fifteen (15) minutes.

15.3 Overtime may be converted to compensatory time in lieu of overtime pay at the rate earned and at the Employee's choice. For each hour of overtime worked, compensatory time would be accrued, if requested by the Employee, at one and one-half (1 ½) hours.

15.4 All compensatory time must be arranged with the Sheriff or his designee and be with reasonable advance notice by the Employee. Employees will be given the opportunity to select compensatory time periods insofar as practical.

15.5 Employees hired on or after 1/1/23 may accrue up to eighty (80) hours of compensatory time, those hired between 1/1/20 and 12/31/22 may accrue up to one hundred twenty hours (120) hours of compensatory time and those hired prior to 1/1/20 may accrue up to one hundred sixty (160) hours of compensatory time. Employees above the stated maximum above will have until June 30, 2023 to reach the new limit. If an employee is still over the maximum amount at that time, the remaining hours will be paid out on the next regular pay period. If an employee exceeds the maximum amount, no more compensatory time will be accrued between 1/1/23 and 6/30/23 until after they are below the maximum limit. There shall be no limit in which this time is to be used. Compensatory time which exceeds the stated limit shall be added to the employee's current pay period and be paid as straight time at the employee's regular rate of pay. Any employee leaving County employment after giving proper notice of such termination, shall be paid for compensatory time accrued and unused to the date of separation at their regular rate of pay. One hundred percent (100%) of such compensation shall be paid into the employee's VEBA or Health Saving Account. Compensatory time used by the employee shall be mutually agreed to by the Sheriff and the Employee. Compensatory time may be earned and taken in ¼ hour increments.

**ARTICLE 16. EMPLOYEE LEAVE BENEFITS**

16.1 VACATION LEAVE.

Regular full time employees shall accrue vacation at the rate listed below based upon their years of service. Permanent, scheduled, part-time employees earn prorated vacation depending on their normally scheduled hours, i.e. half-time employees earn half the listed amount of vacation.

| YEARS      | DAYS/MONTH | DAYS/YEAR        |
|------------|------------|------------------|
| 0 thru 5*  | 1          | 12 days per year |
| 6 thru 15  | 1 ½        | 18 days per year |
| 16 + years | 2          | 24 days per year |

Accruals will be determined according to the pay period schedule.

16.1.1 All vacations must be arranged with the Sheriff or his designee and be with reasonable advance notice by the employee. Employees will be given the opportunity to select vacation periods insofar as practical.

16.1.2 The maximum carryover of vacation leave allowed at calendar year end is 240 hours. Lost hours will not be compensated. Accruals will be determined according to the pay period schedule. When a pay period crosses two calendar years, accruals will be prorated for days that fall within the prior calendar year and the days that fall in the current calendar year. Employees are responsible for managing their accrual balances. Employees may contact the Human Resources Coordinator for assistance in calculating accrual balances.

16.1.3 The Sheriff shall notify an employee if his/her vacation request is granted within seven (7) days of the submission of request by the employee. If the employee is not told otherwise in the seven (7) day period, he/she shall consider the vacation request approved as requested.

Any employee leaving County employment in good standing, after giving proper notice of such termination and completing their initial probationary period, shall be compensated for vacation leave accrued and unused to the date of separation at their regular rate of pay. One hundred percent (100%) of such compensation shall be paid into the employee's VEBA or Health Savings Account. Employees may also choose to take their vacation at the end of their employment (terminal leave). If terminal leave is taken, insurance benefits shall continue during the period of terminal leave but no additional holiday, vacation or sick leave benefits will accrue and employees do not need to return to work prior to their official termination date.

Vacation must be taken in one-fourth (¼) hour increments.

Probationary employees shall earn vacation leave as set out herein and may use such leave during their probationary period.

16.2

SICK LEAVE.

Regular, full-time employees are eligible for sick leave benefits on the basis of one day per month with a maximum accumulation of one hundred twenty (120) working days. Each January the Employer shall convert the hours over the maximum and transfer that amount into the employee's VEBA or Health Savings Account according to the following:

Employees with at least ten (10) years of service shall have twenty-five (25) percent of the total over the maximum placed into their VEBA or Health Savings Account.

Employees with at least 15 years of service shall have thirty (30) percent of the total over the maximum placed into their VEBA or Health Savings Account. Permanent, scheduled, part-time employees earn prorated sick leave depending on their normally scheduled hours, i.e. half-time employees earn half the listed amount of sick leave.

16.2.1

Probationary employees shall earn sick leave benefits as set out herein and may use such leave during their probationary period.

16.2.2

When an employee finds it necessary to be absent from work for any reason, that employee shall cause the facts to be reported to the appropriate supervisor not less than one hour before the Employee's starting time unless departmental policy requires prior notification. Sick leave shall not be granted unless such report has been made.

16.2.3

The Sheriff or the County Board shall have the right to require evidence of the nature or extent of the injury or illness requiring an employee to be absent. Upon request, the Employee shall furnish a signed statement from the employee's physician outlining the reason for the absence. If said statement is not produced within one week, it shall be grounds for termination of said employee from employment.

16.2.4

As an incentive to limit employees use of sick leave, employees with five (5) or more years of consecutive service shall be granted, upon retirement from service or termination of employment (except a termination for cause), the percentage listed below of their accrued sick leave, not to exceed 384 hours, at the employee's retirement/termination rate of pay. The amount will be determined by multiplying the Employees hourly rate by the applicable percentage by the hours of sick leave credited to the employee's accrued sick leave account at the time of retirement/termination or the said maximum in hours, namely 384 hours, whichever is lesser.

| Consecutive Years of Service | Percentage |
|------------------------------|------------|
| 5                            | 15%        |
| 6                            | 16%        |
| 7                            | 17%        |
| 8                            | 18%        |
| 9                            | 19%        |
| 10-14                        | 25%        |
| 15-19                        | 30%        |
| 20-24                        | 35%        |
| 25+                          | 40%        |

One hundred percent (100%) of sick leave severance pay will be paid to the Employee's VEBA or Health Savings Account.

16.2.5

Employees who are pregnant may continue to work as long as they furnish a statement from their physician that continued employment will not adversely affect the employee's health. Any employee who finds it necessary to be absent from employment for maternity purposes shall be allowed sick leave as herein set out. Additional leave without pay shall be granted to such employee for continued leave recommended by the employee's physician, but total not to exceed five (5) months. All such employees are expected to return to work within a reasonable time following termination of pregnancy as determined by the employee's physician. Said employee shall be reinstated in their previous job status when returning as herein set out.

16.2.6

Regular full-time employees and regular part-time employees may use accrued sick for reasonable periods of time as the employee's attendance may be necessary for the illness or injury of the adult or minor child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, subject to the limitations of Minnesota Statutes, section 181.943 (as amended). Sick leave for those family members eligible under the FMLA (spouse, child, parent) is unlimited. For other family members, the use of sick leave shall be limited to 160 hours per 12-month period.

16.2.7

An employee may use sick leave for themselves or for their relatives listed in 16.2.6 for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in 181.943 (as amended).

16.3 MILITARY LEAVE

Military leave will be granted in accordance with state and federal law to all employees who qualify as members of the military.

16.4 JURY DUTY LEAVE

All employees called to jury duty during regular hours of employment shall receive full compensation equal to the regular rate of pay and shall remit to the county any compensation paid for jury duty.

16.5 LEAVE WITHOUT PAY

Upon request of the Employee, the County Board may grant a leave of absence without pay. Such leave of absence shall not exceed six (6) months but may be extended for good cause to a maximum of one (1) year. No benefits of vacation leave, sick leave, or seniority shall accrue during said leave period. Employees on leave without pay may continue their insurance program by payment of the entire cost. Said employee shall be reinstated with the benefits of vacation, sick leave and seniority equal to the levels held at the time the leave started. Employees on FMLA leave will have the Employer continue to pay its portion of the insurance, until the FMLA leave expires.

16.6 PERSONAL BUSINESS LEAVE

Department heads may authorize time off with pay for an employee to conduct personal business such as medical and dental appointments. Said absence should not exceed one (1) hour and should not exceed more than four (4) times in one (1) year. Personal Business Leave must be used by the last processed payroll of the calendar year.

16.7 ABSENCE NECESSITATED BY DEATH IN THE FAMILY

Shall be granted with pay subject to the approval of the sheriff or his designee. Absence is not to exceed a total of five (5) days per calendar year. Absence in excess of five (5) days shall be considered vacation or sick leave at the discretion of the Sheriff. Approval shall not be unreasonably withheld.

16.8 PARENTING LEAVE

Parenting leave shall be granted in accordance with Minn. Stat. 181.941. An Employee who has a newborn child or adopts a child shall be given two (2) days off with pay. This leave will not be charged against any other leave and shall be in addition to leave authorized by Minn. Stat. 181.941.

**ARTICLE 17. HOLIDAYS**

17.1

In recognition of the nature of the essential services provided by the members of the bargaining unit, the parties hereto agree that for purposes of this contract legal holidays shall have no recognition. In lieu thereof, each employee shall receive a single lump-sum payment equivalent to 80 hours at his regular rate of pay and such payment shall be made in a separate check during the last regular pay period of November. If an employee resigns or is terminated without working the holiday(s) that occur after the November pay period, the amount of overpayment will be deducted from the employee's final paycheck.

17.2

Each employee shall be granted one floating holiday with pay to be taken at the option of the employee upon reasonable notice to the Sheriff. The Sheriff will notify the employee if his/her request is granted within seven (7) days of the submission of the request by the employee. Employees may use up to two (2) hours of Personal Business Leave as provided in Section 16.6 of this agreement to make up the difference in shift length when taking a

floating Holiday. The floating holiday must be used by the last processed payroll of the calendar year.

17.3 In addition to pay provided in Article 17.1 employees scheduled to work on a holiday shall receive time and one-half (1 ½) their regular rate of pay for all hours worked on the actual holiday, not on the observed holiday by the County. The ten (10) holidays are:

|                        |                  |
|------------------------|------------------|
| New Year's Day         | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| President's Day        | Veteran's Day    |
| Memorial Day           | Thanksgiving Day |
| Fourth of July         | Christmas Day    |

17.4 Employees who work on Easter Sunday or from 12:00 p.m. – 5:00 p.m. on Good Friday or from 12:00 p.m. – Midnight on Christmas Eve will be paid time and one-half (1 ½) compensation.

#### **ARTICLE 18. UNIFORMS**

18.1 Upon hiring, each new employee shall be provided with a first issue of uniform as set forth in Appendix A. Thereafter, each Deputy shall be allowed up to \$825 in 2023, \$825 in 2024 and \$825 in 2025 for each calendar year for maintenance of the first issue, and for such additional personal equipment and supplies that are permitted in Appendix A. After the first full year of employment, employees will receive a prorated portion of the uniform allowance until January 1<sup>st</sup> of the following year. These requests must be submitted by November 15<sup>th</sup>. Equipment purchased with uniform allowance is the property of the employee.

18.2 For all employees hired after January 1, 1990, upon termination, all badges, brass and leathers from the initial issue shall be returned to the County by the employee. Employees who do not complete his/her probation period shall return all initial issue uniforms to the County.

18.3 Each deputy shall be provided with the equipment identified in Appendix A.1 as issued equipment. The equipment shall be replaced by the County as needed.

18.4 The deputy assigned to the Regional Drug Task Force shall be allowed to make necessary uniform and equipment purchases using their uniform allowance. Such purchases must be approved by the Sheriff.

#### **ARTICLE 19. INJURED ON DUTY**

19.1 The parties recognize that Employees working for the County of Yellow Medicine and covered by this Agreement face a high potential for injury due to the nature of their employment. Such employee, who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer incurs a disabling injury, shall be compensated in an amount equal to the difference between the Employee's regular net rate of pay and benefits paid under Worker's Compensation for a period not to exceed six (6) months.

**Article 20.**

**TERMINATION OF EMPLOYMENT**

20.1

An Employee must provide a minimum of two (2) week notice to the appropriate department head of the Employees intention to terminate employment with the County.

20.2

Employees terminating their employment either by resignation, retirement, death or illness, shall be paid:

- (1) All accumulated unused vacation in accordance with section 16.1.3
- (2) All accumulated unused compensatory time in accordance with section 15.5
- (3) Holiday pay for holidays that have occurred up to the time of termination excluding any credit for floating holiday
- (4) Severance for sick leave in accordance with Article 16.2.4., and
- (5) Standby/On-Call Time will be pro-rated for time worked in that year

**ARTICLE 21.**

**P.O.S.T. LICENSE**

21.1

The Employer will pay license and training fees and expenses necessary to maintain certification for bargaining unit members employed as licensed peace officers.

**ARTICLE 22.**

**HAZARDOUS WEATHER LEAVE**

22.1

When hazardous weather conditions exist, and the Sheriff determines the employees may be spared from performing their regular duties, employees may be given hazardous weather leave.

22.2

For purposes of hazardous weather leave, the Employer shall provide three (3) days leave a year. This will not be charged against any other employee leave.

**ARTICLE 23.**

**STANDBY/ON-CALL TIME**

23.1

The Employer will compensate all employees required to be on Standby/On-Call time, at the rate of three thousand dollars (\$3,000) for each year of the contract. Employees working less than the full year shall have the compensation pro-rated. This is in addition to their normal pay. On-call pay shall be paid in a single check at calendar year end.

If an employee starts on or before the 15<sup>th</sup> of the month, they get standby/on-call pay for that month. If an employee quits after the 15<sup>th</sup> of the month, they get standby/on-call pay for that month.

**ARTICLE 24.**

**LATERAL ENTRY CREDIT**

Employees covered by this Agreement may be credited with no less than one-half (½) of their previous law enforcement work experience in determining the employee's pay and benefits (example: four (4) year's work experience would equal two (2) years of Lateral Entry Credit).

The starting pay for an employee eligible for Lateral Entry Credit may be the pay step equal to the Lateral Entry Credit given to the employee, (example: a Lateral Entry Credit of



two (2) years means starting at Step 3 on the pay scale). Employees given a partial year of credit as part of their Lateral Entry will have the partial year rounded down if less than six (6) month and rounded up if six (6) or more months, (examples: two (2) years and five (5) months of Lateral Entry Credit may place the employee on Step 3 of the pay scale; two (2) years and six (6) months of Lateral Entry Credit may place the employee at Step 4 on the pay scale.

**ARTICLE 25. COMPENSATION, EMPLOYEE ORIENTATION AND EVALUATION**

25.1 Employees eligible for steps on January 1, 2020 will receive it at 12:01 am. The attached wage schedule attached hereto and made part of this Agreement, shall become effective at 12:00 p.m. on January 1, 2020 and incorporates the 2020 wage compensation study and placement of employees on the wage schedule. Steps will occur on anniversary dates as established prior to December 31, 2019. Notwithstanding the provisions of PELRA, steps shall not continue following the expiration of the contract until the subsequent contract is approved. All pay steps subject to satisfactory performance.

25.2 Employee Orientation

(A) Supervisors, along with the Human Resources Coordinator, shall be responsible for providing orientation to new employees during their first day on the job. Orientation shall include pay plans, personnel rules, fringe benefits, safety procedures, necessary employment forms, and any other policies or programs which may affect the person's employment. Orientation will be provided on an ongoing basis as policies and procedures are created or revised.

25.3 Performance Evaluations

- (A) Performance evaluations are an integral part of the overall performance management process and, as such, are part of a process to align the activities, goals, and objectives of the employee with the goals and objectives of the County.
- (B) All appointed County employees will receive a formal evaluation annually prior to their employment anniversary. If for any reason an employee or their supervisor is unable to schedule a time before the anniversary date for the evaluation, it shall be completed as soon as possible after the anniversary. Step movement shall occur on the employee's anniversary date unless the employee receives an unsatisfactory evaluation for that rating period.
- (C) Employees will be evaluated by their immediate supervisor.
- (D) Employees who are dissatisfied with their evaluation may appeal in writing to their immediate supervisor's evaluator within ten (10) business days of their evaluation. If they are still not satisfied, they may appeal to the next highest level of supervision. Once a level is reached where the County Board would be the next highest level, the Appeals Board will hear the appeal.
- (E) The Appeals Board will be comprised of the County Administrator, two County Commissioners (appointed on an annual basis) and the Human Resources Coordinator. Appeals must be in writing stating the specific ratings and/or

statements being appealed and filed with the County Administrator within ten (10) business days of their evaluation or last appeal decision. The Appeals Board will schedule a time and date within thirty (30) days of the filing to meet with the employee and consider their appeal. Employees may present whatever documentation, testimony, and/or witnesses that are relevant to their appeal. The Appeals Board will respond to the appellant with their decision within five (5) business days of their meeting. Decisions of the Appeals Board are final. There is no appeal procedure for the administrator.

- (F) Completed evaluations will be submitted to Administrative Services for inclusion in the employee's permanent personnel record.

**ARTICLE 26. COMPLETE AGREEMENT/WAIVER OF BARGAINING**



26.1 This Agreement shall represent the complete Agreement between the Union and the County of Yellow Medicine.

26.2 The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 27. DURATION**

27.1 Except as herein provided, this Agreement shall be effective January 1, 2023, and shall continue in full force and effect until December 31, 2025, and thereafter until modified or amended by mutual agreement of the parties. Appendix B may be reopened to negotiate changes to health insurance, including any changes necessary to comply with and/or avoid penalties under the Patient Protection and Affordable Care Act. Either party desiring to amend or modify this Agreement shall notify the other in writing by September 1, or the year in which modifications are desired so to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended.

FOR THE COUNTY

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A. UNIFORMS**

The County will provide first issue of equipment as follows:

DEPUTIES

- a. 3 pair of pants
- b. 3 long-sleeved shirts
- c. 3 short-sleeved shirts
- d. 2 ties/1 tie clip
- e. 2 hats 1 winter/1 summer
- f. 3 badges
- g. 2 sets of brass
- h. 2 name tags
- i. 1 hand cuff and keys
- j. Patches for uniforms
- k. Leather accessories and gun belt (holster, ammo carrier, keepers, etc.)
- l. 1 body armor vest (may be purchased from previous employer if applicable)  
\*will be replaced by the county after 5 years.
- m. 1 flashlight
- n. Rain gear
- o. Footwear
- p. One winter coat

Employees who do not complete 1-year period of employment shall return all initial issue equipment to the County.

Each deputy shall be provided with the equipment identified in Appendix A as issued equipment.

All Additional items permitted for purchase with uniform allowance will be under the discretion of the Sheriff or the Sheriff's appointee.

Initial issued badges identified in Appendix A, shall remain property of Yellow Medicine County. Employees who purchase a badge using uniform allowance shall return an initial issued badge, identified in Appendix A, to Yellow Medicine County. The badge purchased using uniform allowance shall be property of the employee, Article 18.1.

All equipment to meet current OSHA standards for safety shall be issued and available to the Deputies.

**APPENDIX B.**

**INSURANCE**

- A. The Employer shall pay 100% of the monthly premium for single health insurance.
- B. Effective January 2023, the Employer shall pay \$1,460.52 per month for family premiums. The employee shall pay the remainder of the monthly premium.
- C. For 2024 and 2025, the Employer and the Employee will split any increase or decrease in the family plan premiums on a 50/50 basis. The calculation of the increase/decrease will be based on the current Plan 2 family plan.
- D. The Employer will contribute fifty percent (50%) of the deductible up to \$1,875 for single plans and \$3,750 for family plans to the VEBA or HSA account of all employees electing either single or family coverage annually. The VEBA or HSA contribution will be pro-rated per pay period.

## YELLOW MEDICINE COUNTY SALARY SCHEDULE

### Wage Scale

Disclaimer—the salary schedule below may differ slightly from the actual rates in the payroll system.

|              |          |          |          |          |          |          |          |          |          |           |           |           |           |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|
| 2023 (3.5%)  |          |          |          |          |          |          |          |          |          |           |           |           |           |
| <b>Grade</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> | <b>11</b> | <b>12</b> | <b>13</b> |
| 12           | 27.09    | 27.84    | 28.60    | 29.38    | 30.19    | 31.02    | 31.88    | 32.75    | 33.65    | 34.57     | 35.54     | 36.50     | 37.51     |
| 2024 (3.5%)  |          |          |          |          |          |          |          |          |          |           |           |           |           |
| <b>Grade</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> | <b>11</b> | <b>12</b> | <b>13</b> |
| 12           | 28.04    | 28.81    | 29.60    | 30.41    | 31.25    | 32.11    | 33.00    | 33.90    | 34.83    | 35.78     | 36.78     | 37.78     | 38.82     |
| 2025 (3.5%)  |          |          |          |          |          |          |          |          |          |           |           |           |           |
| <b>Grade</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> | <b>10</b> | <b>11</b> | <b>12</b> | <b>13</b> |
| 12           | 29.02    | 29.82    | 30.64    | 31.47    | 32.34    | 33.23    | 34.15    | 35.09    | 36.05    | 37.03     | 38.07     | 39.10     | 40.18     |

The deputy assigned to the Drug Task Force, shall receive an additional 3% on their base wage.

The deputy assigned to Emergency Management and Investigations shall receive an additional 5% on their base wage.

**SHIFT DIFFERENTIAL:** All hours worked that are not between 7:00 a.m. and 5:00 p.m., qualify for shift differential. The weekend shift starting at 5:00 p.m. on Friday until 7:00 a.m. on Monday qualifies for shift differential.

Effective January 1, 2020: Employees shall receive an additional \$1.40 per hour.

Effective January 1, 2020: The Drug Task Force Deputy shift pay will go to \$1.40 per hour for work performed between 6 p.m. and 6 a.m.

