

AGREEMENT  
BETWEEN  
COUNTY OF FARIBAULT  
-and-  
LAW ENFORCEMENT LABOR SERVICES, INC.  
LICENSED ESSENTIAL UNIT  
(Local No. 151)

January 1, 2022 through December 31, 2024

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## 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 an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient Operation of the Department; and the establishment of a formal understanding relative to all terms and conditions of employment.
- 1.2 For the purposes of this Agreement, the term "Employer" shall be defined as the County of Faribault, the Faribault County Sheriff and their appropriate representatives. Nothing herein shall be construed as negotiated with the Union concerning the identity of the Employer between the County Board and the Sheriff or as abrogating the statutory authority of any of the Employer entities.

## ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes Chapter 179A.03, SUBD.8 for all licensed essential employees in the Faribault County Sheriff's Department bargaining unit as identified by the Bureau of Mediation Services, certification of Exclusive Representative, dated November 8, 2001, BMS Case No. 02-PCE-236.
- 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. EMPLOYER SECURITY

- 3.1 The Union agrees that during the life of this Agreement, the Union will not cause, encourage, participate in, or support a strike, slow down or other interruption of or interference with the normal function of the Employer.
- 3.2 A strike is defined as concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

## ARTICLE 4. EMPLOYER AUTHORITY

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

## ARTICLE 5. EMPLOYEE RIGHTS

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

## ARTICLE 6. UNION SECURITY

- 6.1 Upon written notice from the Union, the Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues, or fair share amount authorized by law. The Union shall not be entitled to collect dues or fair share amounts which may have accrued prior to receipt of written notice to the Employer.
- 6.2 The Union may designate employees from the bargaining unit to act as a Steward and alternate and shall inform the Employer in writing of such choice and changes in the position of Steward or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting official Union notices and announcements.
- 6.4 The Union agrees to represent all employees of the Union without discrimination.
- 6.5 It is agreed that the Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deduction and/or assessments are non-negotiable and required by P.E.L.R.A.
- 6.6 The Employer agrees to allow the Officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operation of the Department.
- 6.7 The Employer agrees not to enter into any additional agreements with employees, individually or collectively concerning any terms or conditions of employment, which conflict with this Agreement.
- 6.8 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken by the Employer under the provisions of this Article.

## ARTICLE 7. EQUAL APPLICATION

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

## ARTICLE 8. LEGAL SERVICE

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

## ARTICLE 9. GRIEVANCE PROCEDURE

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

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

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred or the employee through the use of reasonable diligence should have had knowledge of the occurrence of the alleged violation, present such grievance, orally or in writing, to the Sheriff. The Sheriff will discuss and give an answer, in writing, 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 was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the 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 grievance shall be in writing and presented by the Union to the Board of Commissioners. The Central Services Director (designated Step 2 employer representative) shall notify the Union of any scheduled meeting in which the grievance will be presented and discussed with the County Board within ten (10) calendar days after receipt of such Step 2 grievance and give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after such scheduled meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the Employer's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

- Step 3. Arbitration. Submission of an unresolved grievance to arbitration must be within ten (10) days after final determination under Step 2 or the mediation session under Step 2b provided the parties have agreed to mediate the grievance. The party requesting arbitration shall do so in writing setting forth the issue to be arbitrated and the relief sought. The Union and the Employer shall select the arbitrator. The party requesting arbitration shall strike first. A grievance unresolved in Step 2 or 2b and appealed to Step 3 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

- 9.3 Arbitrator's Authority. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or

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

- 9.4 Choice of Remedy. If, as a result of the Employer response, the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of this grievance procedure or a procedure such as Veterans Preference, Human Rights or Civil Service. If appealed to any procedure other than Step 3, the grievance is not subject to the arbitration procedure as provided in Step 3. The aggrieved employee shall indicate in writing which procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of the Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert denied, 506 U.S.906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of section 9.4 shall be immediately null and void and shall be deleted from this Agreement.

- 9.5 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limits, the Union shall elect to treat the grievance as denied at that step and may immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.
- 9.6 A Union Steward will be given a reasonable amount of time off, with pay, to investigate and present grievances provided the following requirements are met:
- a. only one (1) person may be in such status;
  - b. the Steward has received approval of their supervisor;
  - c. the time off will not disrupt normal work; and
  - d. the time off will not require the payment of overtime or premium consideration nor will it extend a work shift.

## ARTICLE 10. DISCIPLINE

- 10.1 The Employer will discipline for just cause only. Discipline will be in one of the following forms:
- a. Oral reprimands;
  - b. Written reprimand;
  - c. Demotion; or

- d. Suspension
- e. Discharge.

- 10.2 Notices of suspension, demotion and discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The Union shall be provided with a copy of each such notice. Grievances relating to this section may be initiated by the Union at Step 2 of the grievance procedure.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.
- 10.4 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. The Employer shall be under no obligation to advise an employee of this opportunity.
- 10.5 Discharges will be preceded by five (5) calendar-day suspension without pay.
- 10.6 An employee may examine their personnel file at reasonable times under the direct supervision of the Employer.

#### ARTICLE 11. JOB SAFETY

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

#### ARTICLE 12. CONSTITUTIONAL PROTECTION

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

#### ARTICLE 13. SAVINGS CLAUSE

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

Agreement shall continue in full force and effect.

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

#### ARTICLE 14. PROBATION

14.1 All newly hired or promoted employees shall serve a one (1) year probationary period. The one-year probationary period does not affect movement on the salary schedule.

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

#### ARTICLE 15. SENIORITY

15.1 County seniority shall be determined by the employee's length of continuous employment with Faribault County. County seniority shall apply to PTO accumulation.

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

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

#### ARTICLE 16. LAYOFF AND RECALL

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

16.2 An employee who is laid off retains recall rights for twelve (12) months. Employees shall be recalled in inverse order of layoff. Employees must remain qualified to be eligible for recall.

16.3 Notice of recall shall be sent to the employee's last known address by certified or registered mail. If an employee fails to report to work as directed within fourteen (14) days of mailing the notice, the employee shall be deemed to have resigned. It is the employee's obligation to maintain a current address and telephone number with the employer during a layoff.

#### ARTICLE 17. WORK SCHEDULES

17.1 The Employer reserves the absolute right at its sole discretion to establish work schedules without regard to usual or traditional practices. The normal annual work hours for Deputies are 2,223 hours.

17.2 Work schedules, showing the employees shift, workday and hours, shall be maintained by the Employer. Once such work schedules are established and until the Employer changes them, such schedules shall be



the regular work schedule.

- 17.3 Employees have the obligation to work overtime or call-backs if directed by the Employer. Call-backs and court time shall require a minimum of two (2) hours compensation at one and one-half times the regular rate of pay.
- 17.4 Early report or extension of shift does not qualify an employee for callback or court time minimum guarantee.
- 17.5 Full time employees who have previously indicated a willingness to work additional shifts will be granted first opportunity to fill in for employees who are on vacation or sick leave provided that such additional shifts will not result in the employee qualifying for overtime payments.

#### ARTICLE 18. OVERTIME PREMIUM PAY

- 18.1 Employees shall be compensated at one and one-half (1½) times the employee's regular base rate of pay for hours worked in excess of the minimum requirements of the Federal Fair Labor Standards Act and, except as provided in Section 17.5, for all hours in excess of the regularly scheduled shift. All overtime shall be authorized in advance, except in an emergency situation.
- 18.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 18.3 Overtime will be calculated to the nearest one-quarter (¼) hour.
- 18.4 Non-compensated hours of leave, etc. shall not be included in the worked hours required to qualify for overtime premium.
- 18.5 All compensated hours count as hours worked.
- 18.6 A compensatory time bank of up to one-hundred (100) hours a year shall be established. Use of compensatory time shall be mutually agreed to between the Employer and employee.

#### ARTICLE 19. HOLIDAYS

- 19.1 Employees who work a normal Monday through Friday schedule shall be entitled to compensated time off for designated holidays (except Easter), provided the employee is on compensated payroll status the last assigned work day preceding the holiday and the first assigned work day following the holiday. All other employees shall be entitled to receive pay (but not compensated time off) for the designated holidays, provided the employee is on compensated payroll status the last assigned work day preceding the holiday and the first assigned work day following the holiday.
- 19.2 Designated holiday is as follows:

New Year's Day - January 1  
Martin Luther King Jr. - Third Monday in January

President's Day - Third Monday in February  
Easter -only for employees who do not work a normal Monday through Friday schedule  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - First Monday in September  
Columbus Day - Second Monday in October  
Veteran's Day - November 11  
Thanksgiving Day - 4th Thursday in November  
Christmas Day - December 25

- 19.3 Juneteenth (June 19<sup>th</sup>) will be considered a holiday under Article 19 upon enactment of a law by the State of Minnesota recognizing it as a state holiday.
- 19.4 Employees required to work on a holiday shall receive their holiday pay plus time and one-half for all hours worked on the holiday.
- 19.5 For those employees who work a normal Monday through Friday schedule, when a holiday (other than Easter), as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees.

#### ARTICLE 20 PAID TIME OFF (PTO) LEAVE POLICY

- 20.1 Paid Time Off is a single bank of flexible leave that replaces sick leave and vacation. The PTO program places greater responsibility with the employee as to how they choose to use their time off. This leave is to be used for vacations, to attend to personal business, for funerals, snow days and to recuperate during illness. In addition, PTO may be used for sick leave for fitness, medical and non-medical absences, severance and the Vacation Donation Program. An employee's last day of work with the County cannot be a paid time off day unless the employee chooses to run out all of their paid time off.
- 20.2 The purpose of the PTO Leave Policy is to provide flexibility by giving employees access to more paid time off for non-medical absences; to encourage advanced planning for time away from work to reduce unscheduled absences; and to offer paid time off to be competitive with other employers.
- 20.3 Employees regularly scheduled to work less than twenty (20) hours per week, as well as temporary or seasonal employees shall not be eligible for paid time off.
- 20.4 Banked Sick Leave Hours are frozen (banked) at the time of conversion to PTO.
- a. The sick leave bank is like a short-term disability insurance plan because it is not necessarily available for one or two-day illnesses. Rather, it is a benefit designed to provide income protection for illnesses that extend for a week or to meet even more long-term illness or injury time off needs. Banked sick leave hours are available to the employee during an extended illness after the initial three days of PTO with a doctor certificate.
  - b. Employee must complete a benefit-waiting period of 3 days due to the employee's illness or

for an illness of the employee's child, according to Minnesota law (Minn. Stat. 181.943), before sick leave benefits will begin. An employee may report paid time off, compensatory time during the waiting period. If a holiday falls within the waiting period requirement, these holiday hours will not count against the waiting period.

- c. An employee eligible to participate in the PTO program would be eligible to use their banked sick leave in the case of illness or injury in the immediate family, according to Minnesota law (Minn. Stat. 181.943), that requires their presence after the benefit-waiting period of 3 days has been completed and require an acceptable medical verification that the absence qualified under the sick leave requirements before approving use of Banked Sick Leave. The county may require evidence from a medical professional of its choice. If such requirement is made, the cost of such examination shall be the responsibility of the county.

#### Accrual Rates

<u>YRS OF SR</u>	<u>BASE HRS</u>	<u>TOTAL PTO HRS EARNED/ BASE HRS</u>	<u>PTO DAYS/YR</u>	<u>PTO ACCRUAL/ PAY PERIOD</u>
0-4	2223	171.52	21.44	6.597
5-9	2223	198.4	24.8	7.631
10-14	2223	225.28	28.16	8.665
15-19	2223	252.16	31.52	9.699
20-24	2223	279.04	34.88	10.733
25+	2223	296.96	37.12	11.422

- 20.5 Maximum PTO Balance. The maximum PTO accrual is 600 hours. The PTO balance, up to the maximum of 600 hours will be paid off at the employee's current rate of pay upon separation, in good standing, of employment. This amount is in addition to any severance owed under Article 26.

#### ARTICLE 21 WORKER'S COMPENSATION

- 21.1 When an employee has incurred a work-related injury and will be missing work, the first days are not paid under workers' compensation unless the employee will miss more than three (3) days of work.
- 21.2 If the injured employee will be missing more than 10 days of work, then worker's compensation starts from day one. The employee will still be able to use a portion of their banked sick leave instead of PTO to supplement workers' compensation up to their net pay.

#### ARTICLE 22. LEAVES OF ABSENCE

- 22.1 Employees shall be granted a leave of absence any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and

their regular wages for each day of jury service.

22.2 Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of this State, shall be granted leave of absence with pay during the period of such activity, up to fifteen (15) calendar days per calendar year.

22.3 Other leaves of absence shall be granted according to the County's Personnel Policies.

## ARTICLE 23. HEALTH INSURANCE

### 23.1 Carrier:

The County Board shall determine insurance providers in the usual manner provided by Minnesota Statute.

Premiums: Costs and benefits shall be determined by the insurance carrier and accepted by the Board of County Commissioners, in the usual manner provided by Minnesota Statutes.

Employee participation, at a minimum, in single coverage in the employer's group medical insurance is mandatory for all employees under the terms of the insurance program contract between the Employer and the carrier.

In 2022, the Employer/Employee monthly contribution toward monthly health insurance premiums will be according to the following schedule:

	Plan Name	Employer Monthly Health Insurance Premium Contribution	Employee Monthly Health Insurance Premium Contribution
HSA Compatible	Single	731.14	43.22
	Employee + 1	916.70	709.50
	Family	962.88	1204.90
Value	Single	715.00	280.08
	Employee + 1	778.02	1311.66
	Family	778.02	2007.74
High	Single	715.00	391.94
	Employee + 1	778.02	1546.54
	Family	778.02	2210.18

In 2023 and 2024, the Employer will cover the cost increase of health insurance premiums, leaving the Employee monthly health insurance premium contributions according to the above premium schedule through years 2023 and 2024. In no event will the Employer contribution exceed premium cost.

In 2022, the Employer will also contribute \$3,650 into an employee's health savings account for employees enrolled in the HSA compatible plan. In 2023 and 2024, the Employer will contribute an

amount equivalent to the IRS maximum contribution for self-only high deductible plans. The Employer health savings account annual contributions will be disbursed each calendar year throughout 24 pay periods. An employee who enrolls for the first time in the HSA compatible plan will have his/her health savings account frontloaded with half of their current year contribution, on a pro-rated allowance basis.

**In event health insurance provisions fail to meet requirements of the Affordable Care Act and its related regulations or cause Employer to be subject to penalty, tax or fine, Union and Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for Employer.**

The County will allow use of HSA/VEBA contribution funds to lower premium payroll amounts/deductions, thus lowering the employer HSA/VEBA contribution by equal amounts. This would be documented during the annual and first-time benefit enrollment process and administered through payroll as specified. The contribution can never exceed insurance premium total. Additionally, employees would be allowed to contribute to the HSA up to the IRS limits. VEBA contribution is an employer only contribution.

The Employer will pay 100% of the premium for \$30,000 term life insurance in accordance with policy terms for all employees.

#### 23.2 Retired Employees;

The County shall make such health insurance coverage available to any retired employee of the County, exclusive of life insurance, accidental death and dismemberment, and loss of time coverage, to all employees who were hired prior to January 1, 2002. Employees beginning active service on or after January 1, 2002, shall not be eligible for any County contribution toward retiree health insurance benefits.

A retiree is defined as a PERA-eligible employee qualifying for a normal annuity (unreduced for early retirement) under any public employee's retirement act, and the County's contribution toward retiree health insurance benefits shall terminate on the death of the retired employee, except that the deceased retiree's spouse may continue the insurance following the date of the death of such employee until such time spouse remarries and as allowed by law. Said spouse coverage shall be paid in full by the spouse.

For employees who retire from County service on or after December 31, 2011, the County shall contribute an amount toward the retiree's insurance coverage equal to the amount of the County's contribution toward active employees. If the monthly contribution toward a retiree's single or family insurance coverage is in excess of the monthly premium, the County's contribution shall be limited to the premium cost. A retiree must enroll in Medicare when eligible so that coverage may be coordinated with benefits provided by Medicare.

For employees who retire from County service before December 31, 2011, the County shall pay 100% of the retiree's single insurance coverage and one-half (1/2) the cost of dependent (family) coverage based on the percentage paid for active employees at the time of retiree's retirement date.

Health insurance benefits for employees retired after January 1, 2002, including spouse's coverage, shall be on

optional basis by such employee, the option to be exercised by written notice to the County Auditor/Treasurer no later than the 25<sup>th</sup> day of the month following the date of cessation of compensation for service to or employment by the County of Faribault and as allowed by law. The retiree or retiree's dependents shall contract with the County to pay the retiree's cost of coverage payable one month in advance in the Office of the County Auditor no later than the last day of the month following the month of retirement and as allowed by law.

Premium costs and benefits shall be determined by the insurance carrier and accepted by the Board of County Commissioners, in the usual manner of procurement by bids.

Such benefits shall be available once when the retiree first becomes eligible for same. If benefits are terminated voluntarily by the retiree, he/she shall no longer be eligible for benefits. However, a retiree who initially selects dependent coverage may later drop dependent coverage while retaining single coverage. A retiree may not drop single coverage and retain dependent coverage.

#### ARTICLE 24. UNIFORMS

24.1 The Employer shall provide Deputies with an annual uniform allowance of \$825.00 for 2019, 2020 and 2021. One hundred and fifty dollars of the annual allowance can be carried over to March 31 of the next year.

24.2 The Employer shall provide an initial uniform issue as designated by the Sheriff. Currently the initial uniform issue consists of:

DEPUTIES

- 2 pair of pants
- 2 long sleeve shirts
- 2 short sleeve shirts
- Leather
- Winter/Summer hats
- 2 ties
- 1 summer jacket
- 1 winter jacket

24.3 The County will follow IRS accountable plan rules in consideration of this reimbursement. Those rules must be met for reimbursements or clothing allowances. Clothing or uniforms are excluded from wages of an employee if they are:

- a. specifically required as a condition of employment; and
- b. are not worn or adaptable to general usage as ordinary clothing.

All items not meeting these criteria will be taxable as wages and subject to withholding when paid.

#### ARTICLE 25. TRAINING

25.1 The Employer shall pay for all training required by the Employer. Employees shall be compensated at one and one-half times via compensatory time or overtime compensation for training authorized by the Employer and occurring between scheduled shifts of work.

25.2 Employees required to hold licenses from the P.O.S.T. Board shall maintain such licenses.

#### ARTICLE 26. SEVERANCE

26.1 Severance Pay: Whenever an employee leaves the service of the Employer for any reason other than for cause or whenever an employee dies while still in the service of the Employer, the Employer will pay the employee or their estate an amount which is based upon the following schedule of service seniority:

After ten (10) years of service	\$ 400
eleven (11) years of service	\$ 800
twelve (12) years of service	\$ 1,200
thirteen (13) years of service	\$ 1,600
fourteen (14) years of service	\$ 2,000
fifteen (15) years of service	\$ 2,400
sixteen (16) years of service	\$ 2,800
seventeen (17) years of service	\$ 3,200
eighteen (18) years of service	\$ 3,600
nineteen (19) years of service	\$ 4,000
twenty (20) years of service	\$ 4,400
twenty-one (21) years of service	\$ 4,800

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

27.1 This Agreement shall represent the complete Agreement between the Union and the Employer.

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

#### ARTICLE 28. TERMINATION AND MODIFICATION

28.1 This Agreement shall be effective as of January 1, 2022 and shall remain in full force and effect through December 31, 2024 and automatically renewed from year to year thereafter unless either party notifies the other party in writing as required pursuant to the PELRA of their desire to amend, or modify this Agreement.

COUNTY OF FARIBAULT



Chairman

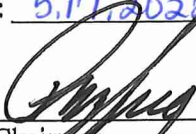
Dated: 5.17.2022

ATTEST:



Central Services Director

Dated: 5.17.2022

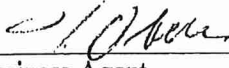


Vice-Chairman

Dated: 5.17.2022

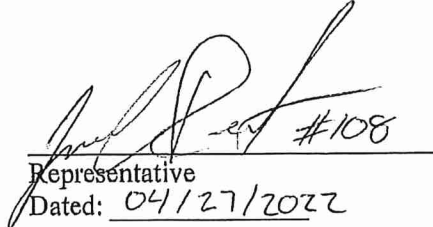
Approved as to Form and Execution:

LAW ENFORCEMENT LABOR  
SERVICES, INC.




Business Agent

Dated: 04-25-2022



Representative

Dated: 04/27/2022



Representative

Dated: 4/28/22

County Attorney

Dated: \_\_\_\_\_



## APPENDIX A

### PAY SCHEDULE

2022 Salary Schedule: effective January 1, 2022 – 5 % general wage increase.

<b>2022</b>	<b>Start</b>	<b>1 Yr. Prob</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Hourly	21.72	24.38	25.83	26.63	28.27	29.10
2.60 Haz	24.32	26.98	28.43	29.23	30.87	31.70

2023 Salary Schedule: effective January 1, 2023 – 3 % general wage increase.

<b>2023</b>	<b>Start</b>	<b>1 Yr. Prob</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Hourly	22.37	25.11	26.61	27.43	29.12	29.97
2.60 Haz	24.97	27.71	29.21	30.03	31.72	32.57

2024 Salary Schedule: effective January 1, 2024 – 3 % general wage increase.

<b>2024</b>	<b>Start</b>	<b>1 Yr. Prob</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Hourly	23.04	25.86	27.41	28.25	29.99	30.87
2.60 Haz	25.64	28.46	30.01	30.85	32.59	33.47

Per pay period amount is based on 26 pay periods. The yearly rates are based on 2,223 hours per year.

## **APPENDIX B**

### **K-9 HANDLER**

**The parties agree as follows:**

1. The position of K-9 handler is an assignment created by the County, and all of the terms and conditions of the labor agreement apply to the K-9 handler with any exceptions contained in this agreement.
2. Any officer assigned the position of K-9 handler will be provided a dog that is the property of the County. The dog may be sold to the K-9 handler at the conclusion of the dog's law enforcement career, due to age or injury, at the sole discretion of the County.
3. The County will provide a kennel and dog house at the residence of the K-9 handler, in addition to all necessary food, veterinary services, training equipment and any other items necessary for the K-9 program. The kennel, dog house and any equipment purchased by the County will remain the property of the County.
4. Officers assigned to be a K-9 handler will work a normal patrol schedule shift. Officer(s) assigned to be a K-9 handler will be allowed ½ hour from each shift for the care and maintenance of the dog.
5. Training will normally be provided for on a monthly basis and will be part of the normal work schedule when practical. Training outside of the normal work schedule will be compensated as provided in the current labor agreement.
6. The terms of this appendix are subject to negotiation along with the labor agreement between the two parties.