

LABOR AGREEMENT

Between

COUNTY OF FARIBAULT

and

**MINNESOTA PUBLIC
EMPLOYEES ASSOCIATION**

**Representing
Non-Licensed Essential Employees**

January 1, 2022 through December 31, 2024

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LABOR AGREEMENT
between
COUNTY OF FARIBAULT
and
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION

ARTICLE I. 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 purpose 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 II. RECOGNITION

- 2.1 The Employer recognizes the Union, Minnesota Public Employee Association (MNPEA), as the exclusive representative under Minnesota Statutes Section '179A for: ***All non-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 January 16, 2002, BMS Case No. 02-PRE-340.***
- 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 III. EMPLOYER SECURITY

- 3.1 The Union agrees that during the life of this Agreement, the Union will not cause, encourage, participate in, or support any strike, slow down or other interruption of or interference with the normal functions of the Employer.
- 3.2 A strike is defined as concerted action in failing to report for duty, the willful absence from ones 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 IV. 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; 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; 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 V. EMPLOYEE RIGHTS

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

ARTICLE VI. 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 by the Employer.
- 6.2 The Union may designate two (2) employees from the bargaining unit to act as a steward and an 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 Employers obligation to provide for dues deduction and/or the fair share fee assessment shall continue only for the period of time that such deduction and/or assessments are non-negotiable and required by PELRA.
- 6.6 The Employer agrees to allow the Officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operation of the Department.
- 6.7 The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment, which conflict with this

Agreement.

- 6.8 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE VII. EQUAL APPLICATION

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

ARTICLE VIII. LEGAL SERVICE

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 his/her 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 IX. GRIEVANCE PROCEDURE

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

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

STEP 1. Sheriff. An employee who has a grievance shall submit it to the Union. The Union shall within ten (10) days of the event-giving rise to the complaint present the grievance to the Sheriff. The written grievance shall contain:

- A. The nature of the grievance and a summary to the facts upon which it is based;
- B. The Agreement provisions relied on or claimed to be violated;
- C. The remedy or relief requested. If the grievance is settled, the settlement shall be reduced in writing and signed by the Sheriff and the Union representative. If no settlement is reached within five (5) days of referral, the Sheriff or his/her representative shall give his/her written answer within five (5) days thereafter. The grievance may then be referred to writing within an additional ten (10) days to:

STEP 2. The Board of Commissioners. The grievance shall be considered within ten (10) days after receipt. The Union representative(s), the employee, the Sheriff, and appropriate Employer representatives may attend the grievance meeting. If settled, it shall be

reduced to writing and signed by the Employer representative and the Union representative(s). If not settled, the grievance may be submitted to arbitration.

STEP 2b. The parties may mutually agree to submit a grievance to mediation with the Bureau of Mediation Services in the event the grievance is not resolved at Step 2 of the grievance procedure.

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 Arbitrators 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 Arbitrators 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 Arbitrators 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 of the proceedings, it may cause such 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 the 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 providing the following requirements are met:
1. Only one (1) person may be in such status;
 2. The steward has received approval of his/her supervisor;
 3. The time off will not disrupt normal work; and
 4. The time off will not require the payment of overtime or premium consideration nor will it extend a work shift.

ARTICLE X. DISCIPLINE

- 10.1 The Employer will discipline for just cause only. Discipline will be in one of the following forms:
1. Oral reprimand;
 2. Written reprimand;
 3. Suspension;
 4. Demotion; or
 5. Discharge
- 10.2 Notice 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 employees 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 a five (5) calendar day suspension without pay.
- 10.6 An employee may examine his/her personnel file at reasonable times under the direct supervision of the Employer.

ARTICLE XI. 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 the Agreement 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 XII. CONSTITUTIONAL PROTECTION

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

ARTICLE XIII. 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 be renegotiated at the written request of either party.

ARTICLE XIV. PROBATION

- 14.1 All employees will serve a six (6) month probationary period.
- 14.2 During the probationary period, a new employee may be terminated or a promoted employee returned to his/her former position at the sole discretion of the Employer.
- 14.3 A new employee shall earn PTO leave from the date of hire, but may not utilize PTO leave until permanent status is attained or until the person has served six months (1,092 hours), whichever is sooner.

ARTICLE XV. SENIORITY

- 15.1 County seniority shall be determined by the employees' length of continuous employment with Faribault County. County seniority shall apply to PTO leave accumulation.
- 15.2 Bargaining unit seniority shall be determined by the employees' 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.
- 15.4 Severance Pay--Upon written two (2) week notice of voluntary resignation by a benefit eligible employee (including elected officials) or if a benefit eligible employee dies while still employed by Faribault County, and after ten (10) years of service, the County will pay to the employee or his/her estate an amount of \$400; and for each additional year of service, \$400 per year.

ARTICLE XVI. 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 he/she is qualified to perform all the lower classification duties, to avoid a layoff. His/her new salary shall be the lesser of his/her 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 employees last known address by certified or registered mail. If an employee fails to report to work as directed within fourteen (14) days of the 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 XVII. 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 are:
Jailer/Dispatchers - 2,184 including breaks.
- 17.2 Work schedules showing the employees shift, work day 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 (1-1/2) the regular rate of pay.

- 17.4 An early report or extension of a shift does not qualify an employee for the call-back 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 XVIII. OVERTIME PREMIUM PAY

- 18.1 Employees shall be compensated at one and one-half (1-1/2) 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 (1/4) hour.
- 18.4 All compensated hours count as hours worked.
- 18.5 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 XIX. DIFFERENTIALS

- 19.1 An employee will receive two dollars (\$2.00) per hour, in addition to their regular, hourly wage rate, for hours spent training newly hired dispatch/jailers, as determined by the Jail Administrator and/or Jail Programmer.
- 19.2 A one dollar and twenty-five cent (\$1.25) per hour shift differential will be provided. The shift differential will apply to all hours worked between 1800 and 0600.

ARTICLE XX. HOLIDAYS

- 20.1 Employees who work a normal Monday through Friday schedule shall be entitled to compensate 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.
- 20.2 Designated holiday is as follows:

New Years Day	-	January 1 st
Martin Luther King Jr. Birthday	-	Third Monday in January
Presidents 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
Veterans Day	-	November 11
Thanksgiving Day	-	4 th Thursday in November
Christmas Day	-	December 25

20.3 Juneteenth (June 19th) shall be considered a holiday under Article 19 following Minnesota legislative adoption.

20.4 Employees required to work on a holiday shall receive their holiday pay plus time and one-half for all hours worked on the holiday. For employees not required to work, holiday pay will be calculated based on the employee's straight-time pay rate and their number of hours normally worked.

20.5 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 XXI. PTO (PAID TIME OFF)

Definition:

A single bank of flexible leave that replaces sick leave and vacation.

Purpose:

1. Provide flexibility by giving employees access to more paid time off for non-medical absences.
2. Encourage advanced planning for time away from work to reduce unscheduled absences.

PTO

1. Vacation balance becomes new PTO balance
 - Sick Leave balance is retained (no more hours are accrued): balance may be used for catastrophic illness/medical absences
 - with both department head and central services approval
 - PTO may be used for sick leave for fitness, medical and non-medical absences, severance and the Emergency Leave Bank.

- Accrual Rates (see chart below for accrual rate comparison) plus 8 days of sick leave per year.
- Maximum PTO Balance: 75 days (600 hours)
- Payoff upon separation of employment
- PTO Balance to a maximum of 600 hours
- Severance still as is

LEAVES NOT INCLUDED IN PTO

- Holidays/Christmas Eve ½ (Leave Day with Pay)
- Military Leave
- Jury Duty
- Conference/Training
- Leave Without Pay
- Family Medical Leave

BANKED SICK LEAVE HOURS

- Sick leave hours are frozen (banked) at time of conversion to PTO
- The banked sick leave hours are available to the employee during an extended illness after the initial three days of PTO with a doctor certificate.

Employee must complete a benefit waiting periods of 3 days due to their illness or for an illness of his/her dependent child per the parental leave law (1988 Section 181.940 as amended) before sick leave benefits will begin. An employee may report paid time off, compensatory time or leave without pay during the waiting period. If a holiday falls within the waiting period requirement, these holiday hours will not count against the waiting period.

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 (defined as a spouse, dependent children, parent or any relation who is primarily dependent upon the employee for financial support) 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.

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

WORKERS' COMPENSATION

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

If the injured employee will be missing more than 3 days of work, then workers' compensation starts from day one. The employee would still be able to use a portion of their banked sick leave instead of PTO to supplement workers' compensation up to their net pay.

PAID TIME OFF (PTO)

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.

Employees regularly scheduled to work less than twenty (20) hours per week, as well as temporarily or seasonal employees shall not be eligible for paid time off.

An employee's last day of work with the County can not be a paid time off day unless the employee chooses to run out all of their paid time off.

PTO SCHEDULE

YRS OF SRV	BASE HRS	TOTAL HRS EARNED	DAYS/YR (8 DAY SL)
0-4	2184 (8.4)	168.00	20.00
5-9	2184	193.20	23.00
10-14	2184	218.40	26.00
15-19	2184	243.60	29.00
20-24	2184	268.80	32.00
25+	2184	285.60	34.00

ARTICLE XXII. 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 a leave of absence with pay during the period of such activity, up to fifteen (15) calendar days per calendar year.

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

ARTICLE XXIII. 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.

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

23.3 The Employer 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.

ARTICLE XXIV. CORRECTIONAL SERVICE RETIREMENT PLAN

24.1 The County will certify that employees in the Jailer/Dispatcher classification are currently directly responsible for the direct security, custody and control of the County correctional institution and its inmates and are expected to respond to incidents within the County correctional institution as part of their regular employment duties and are trained to do so in accordance with Minn. Stat. '353E.02, subd. 2(a).

24.2 This certification shall be prospective and subject to the following condition:

- a. In the event the Jailer/Dispatcher job changes as a result of a new County correctional institution facility, the Jailer/Dispatcher may no longer be directly responsible for the direct security, custody and control of the County correctional institution.

24.3 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 employees 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 25th 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 XXV. UNIFORMS

- 25.1 The Employer shall provide employees with an annual uniform allowance in the following amount:

2022 - 2024 \$650.00

One hundred and fifty dollars of the annual allowance can be carried over to March 31 of the next year.

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

Dispatch/Jailer
1 pair of pants
2 shirts

- 25.3 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 XXVI. TRAINING

The Employer shall pay for all training required by the Employer. Training during a scheduled shift day

is paid at normal wages. Employees shall be compensated at one and one-half times via compensatory time or overtime compensation for training authorized by the Employer and occurring on days off (outside normal work hours).

ARTICLE XXVII. 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 bargaining collectively with respect to any subject or matter 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 XXVIII. TERMINATION AND MODIFICATION

- 28.1 January 1, 2022 through December 31, 2024.
- 28.2 WAGES: 5.0% increase effective January 1, 2022, 3.0% increase effective January 1, 2023, 3.0% increase effective January 1, 2024.

COUNTY OF FARIBAUT

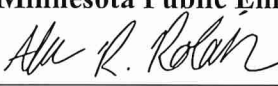

Chairman of County Board


Vice Chairman of County Board


Central Services Director

Date: 5.17.2022

Minnesota Public Employees Association


Business Agent


Steward


Steward

Date: 4/27/22

APPENDIX **SALARY SCHEDULE** **2022 – 2024 – based on 2184 hours**

5.0% Increase January 1, 2022	START	6 MOS.	STEP 3	STEP 4	STEP 5	STEP 6
Hourly	19.54	21.73	22.34	23.02	24.39	25.03
Monthly	3556.28	3954.86	4065.88	4189.64	4438.98	4555.46
Yearly	42675.36	47458.32	48790.56	50275.68	53267.76	54665.52

3.0% Increase January 1, 2023	START	6 MOS.	STEP 3	STEP 4	STEP 5	STEP 6
Hourly	20.13	22.38	23.01	23.71	25.12	25.78
Monthly	3663.66	4073.16	4187.82	4315.22	4571.84	4691.96
Yearly	43963.92	48877.92	50253.84	51782.64	54862.08	56303.52

3.0% Increase January 1, 2024	START	6 MOS.	STEP 3	STEP 4	STEP 5	STEP 6
Hourly	20.73	23.05	23.70	24.42	25.87	26.55
Monthly	3772.86	4195.10	4313.40	4444.44	4708.34	4832.10
Yearly	45274.32	50341.20	51760.80	53333.28	56500.08	57985.20