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TO: Goodhue County Commissioners

FROM: Melissa Cushing, Human Resource Director

DATE: January 4, 2022

RE: LELS #78 – Detention Deputy and Dispatcher
2022 Contract

As of the date of this report, we have come to a tentative agreement with LELS #78 which is the Detention Deputies and Dispatchers. The agreement includes Implementation of the new pay study compensation including moving from grade 80.5 to grade 81.

The Union is voting on this update within the next couple of weeks. We ask the Board to approve the implementation of the 2022 contract pending ratification by the Union. By approving the contract now, this will avoid backpay to the members of this union. A draft contract attached for your review.

LABOR AGREEMENT
between

COUNTY OF GOODHUE

and

LA W ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 78

January 1, ~~2020~~ 2022 through December 31, ~~2021~~ 2022

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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2020 2022 between THE COUNTY OF GOODHUE, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the LELS.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENTS interpretation and/or application; and
- 1.2 Place in written form the parties agreement upon terms and conditions of employment, for the duration of this AGREEMENT.

ARTICLE 2- RECOGNITION

- 2.1 The EMPLOYER recognizes LELS as the exclusive representative for all essential non-licensed employees of the Goodhue County Sheriff's Office, Red Wing, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.
- 2.2 In the event the EMPLOYER and LELS 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 (BMS) for determination.
- 2.3 Neither LELS nor the EMPLOYER shall discriminate against any employee because of LELS membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief.

ARTICLE 3 - DEFINITIONS

- 3.1 LELS: Law Enforcement Labor Services, Inc.
- 3.2 LELS MEMBER: A member of Law Enforcement Labor Services, Inc., Local No. 78.
- 3.3 EMPLOYEE: A member of the exclusively-recognized bargaining unit.
- 3.4 DEPARTMENT: The Goodhue County Sheriffs Department.
- 3.5 EMPLOYER: The County of Goodhue.
- 3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local #78.
- 3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the

employee's scheduled shift.

3.8 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

3.9 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.10 LUNCH BREAKS: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.11 STRIKE: 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 purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE 4 - EMPLOYER SECURITY

LELS agrees that during the life of this AGREEMENT that LELS will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of this EMPLOYER.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 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 function not specifically limited by this AGREEMENT.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6 - UNION SECURITY

6.1 In recognition of LELS as the exclusive representative, the EMPLOYER shall:

- a) Deduct from the first and second payroll of the month an amount sufficient to provide payments of dues established by LELS from the wages of all employees authorizing, in writing, such a deduction; and
- b) Remit such deduction to the appropriate designated officers of LELS.

6.2 LELS may designate 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 and/or alternate.

6.3 The EMPLOYER agrees to notify LELS of any new employee covered by this AGREEMENT.

6.4 The EMPLOYER shall make space available on the employee bulletin board for posting LELS notice(s)

and announcement(s).

6.5 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 Union Representation

The EMPLOYER will recognize REPRESENTATIVES designated by the LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. LELS shall notify the EMPLOYER in writing of the names of such LELS REPRESENTATIVES and of their successors when so designated as provided by Section 6.2 of this AGREEMENT.

7.3 Processing of a Grievance

It is recognized and accepted by LELS and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and an LELS Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the Employee and the LELS Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 Procedure

Grievances, as defined by Section 7.1, 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 Employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative 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 EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give LELS 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

EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by LELS within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by LELS and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give LELS the EMPLOYER'S Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 by the UNION within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by LELS within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by LELS shall be submitted to arbitration subject to the provisions of the Public Employer Labor Relations Act (PELRA) 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 (BMS).

7.5 **Arbitrator's Authority**

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, 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 LELS, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator'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. The decision shall be binding on both the EMPLOYER and LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and LELS providing 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.

7.6 **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, LELS 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 LELS in each step.

7.7 **Choice of Remedy**

If, as a result of the written EMPLOYER response in Step 3 the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE 7, or a procedure such as: Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 4 of

ARTICLE 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 7. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of ARTICLE 7 or another appeal procedure -- and shall give a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of ARTICLE 7.

ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the EMPLOYER. In the event 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 or federal or state administrative ruling or regulation such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated in the written request of either party.

ARTICLE 9 - SENIORITY

9.1 An employee in the bargaining unit who transfers from another department of the EMPLOYER shall accumulate total seniority from the other department only for the purposes of calculating vacation and sick leave.

9.2 Seniority shall be determined by the employee's length of continuous employment with the EMPLOYER, by classification recognized by this AGREEMENT. Seniority rosters shall be maintained by the EMPLOYER, on the basis of time and grade and time within specific classification.

9.3 The initial probationary period shall be one (1) year. During the probationary period a newly-hired or rehired employee may be discharged at the sole discretion of the EMPLOYER.

9.4 The probationary period of a promoted or reassigned position shall be six (6) months. During the probationary period of a promoted or reassigned employee, the employee may be replaced in their previous position at the sole discretion of the EMPLOYER.

9.5 A reduction of work force will be accomplished on the basis of bargaining unit seniority within job classification. An employee on lay-off shall have an opportunity to return to work within one (1) year of the time of their lay-off before any new employee is hired, except that, any employee on lay-off who is notified by registered mail to return to work and fails to do so within twelve (12) days shall be considered to have voluntarily terminated employment with the County.

9.6 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.

ARTICLE 10 - DISCIPLINE

10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be one or more of the following forms:

- a) oral reprimand;
- b) written reprimand;
- c) suspension;
- d) demotion; or
- e) discharge.

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, to become part of an employees personnel file shall be read and acknowledged by signature of the employee. Employees and LELS will receive a copy of such reprimands and notices of suspension and discharge.

10.4 Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the EMPLOYER.

10.5 Discharges will be preceded by a five (5) day suspension without pay. This provision does not apply to Veterans.

10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a representative of their choosing at such questioning.

10.7 Grievances relating to suspension, demotion or discharge shall be initiated by LELS in Step 2 of the grievance procedure under ARTICLE 7.

ARTICLE 11- INJURY ON DUTY

11.1 In the event an employee is injured on duty without negligence of the employee and while performing their general duties as a Detention Deputy or Dispatcher for the EMPLOYER, a leave of absence, with pay (excluding the year-end holiday pay), may be granted for a period not to exceed seven hundred twenty (720) work hours beginning with the fourth (4th) day after an injury. The first twenty-four (24) hours of an injury shall be charged to an employee's sick leave account. The amount paid by the EMPLOYER shall be the difference between Worker's Compensation payments and the employee's regular rate of pay.

ARTICLE 12 - OVERTIME

12.1 Employees will be paid at one and one-half (1 ½) times the employee's regular rate of pay for hours worked in excess of the employee's regularly scheduled shift.

12.2 Overtime shall be distributed as equally as practicable.

12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

12.4 Employees have the obligation to work overtime or call-backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

12.5 In lieu of overtime pay as provided in this section, employees may elect to receive compensatory time at the rate of one and one-half (1 ½) hour for each hour worked. Employees may accumulate up to a maximum eighty (80) hours of compensatory time. Compensatory time up to a maximum of eighty (80) hours earned but not used will be carried over to the next year.

ARTICLE 13 - CALL-BACK, COURT TIME

13.1 Call-Back Time

An employee who is called to duty during their scheduled off-duty time shall receive a minimum of four (4)

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 for duty does not qualify the employee for the four (4) hours minimum.

13.2 Court Time

An employee who is required to appear in court during their scheduled off-duty time shall receive a minimum of four (4) 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 for court appearance does not qualify the employee for the four (4) hour minimum.

Employees required to appear in court during their off-duty time who are canceled with less than twenty-four (24) hours notice shall receive two (2) hours pay at their regular rate.

ARTICLE 14 - VACATIONS

14.1 Full-time employees hired after August 1, 1990 shall earn paid vacation according to the following schedule:

0 - 2 years	6 working hours per month.
3 - 5 years	8 working hours per month.
6 - 9 years	10 working hours per month.
10 - 14 years	12 working hours per month.
15 years and over	14 working hours per month.

14.2 No vacation shall be credited to an employee's account until after six (6) months of continuous full-time employment. The cut-off date for calculating each year's authorized vacation would be the first of the month of the employee's anniversary month.

14.3 Limited carry-over of accrued vacation: Since vacations provide a necessary period of rest, relaxation and refreshment, all employees are expected to take their accumulated vacation within the year following accrual. Not more than two hundred and forty (240) hours shall be carried over from one year to the next by any employee unless otherwise approved by the EMPLOYER. Every effort should be made by the Department Heads to encourage the employee to take the vacation earned during the year in which it was earned. Every effort should be made by Department Heads to schedule the work load so that vacation is possible for every eligible employee.

14.4 Vacation periods shall be selected on the basis of departmental seniority until April 1st of each calendar year.

14.5 All employees, upon retirement or termination, shall be entitled to the accumulated vacation pay. Employees discharged for just cause shall not receive accrued vacation leave.

ARTICLE 15 - SICK LEAVE, FUNERAL LEAVE

15.1 Sick leave shall be earned by permanent full-time employees at the rate of eight (8) hours for each full month of service.

15.2 Earned sick leave may be accumulated to a maximum of nine hundred sixty (960) hours.

15.3 To be eligible for sick leave payment, an employee must notify the Department head or their designee, prior to the starting time of their scheduled shift. This notice may be waived if the Department head determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

15.4 Accumulated paid sick leave may be approved for paid employee absences for the following reasons:

15.4.1 Because of employee illness or injury which prevents the employee from performing job duties and responsibilities.

15.4.2 Because of serious illness or death in the employee's immediate family.

15.5 The Sheriff, at their discretion, may require a doctor's certificate showing the nature of any injury or illness.

15.6 Sick leave shall be granted for dental or medical appointments.

15.7 In the event that death occurs in the immediate family (spouse or child) of an employee, the employee shall be granted three (3) working days leave with pay. If death occurs to an employee's parent, brother, sister, mother-in-law, father-in-law, grandparent, or any relative or ward who has resided in the employee's household for a reasonable period, and the employee is in charge of the funeral arrangements, there shall be three working days leave granted with pay. If the employee is not in charge of funeral arrangements, the employee shall receive one working day leave. If the employee is requested to be a pallbearer, the employee shall be granted one working day off with pay.

ARTICLE 16 - WORK SCHEDULES

16.1 The normal work year is two-thousand and eighty (2,080) hours to be accounted for each employee through:

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training; and
- d) authorized leave time.

16.2 Holidays and authorized leave time is to be calculated on the basis of actual length of time of the assigned shifts.

16.3 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign the employees.

ARTICLE 17 - INSURANCE

17.1 Health Savings Account (HSA) medical insurance will be available to all eligible employees. The EMPLOYER's annual contribution to an employee's HSA account will be in the amount equal to 50% of the deductible shall be made every payroll period in an equivalent amount.

17.2 The EMPLOYER will pay the monthly premium for full-time employees for individual group medical coverage and pay for 60% of the cost of the employee's monthly dependent Employer group medical insurance premium.

17.3 The employee shall have the option of insuring dependents by paying the additional cost of the premium.

17.4 The EMPLOYER will pay the monthly premium for the forty thousand dollars (\$40,000) life insurance coverage.

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

ARTICLE 18 - HOLIDAYS

18.1 The following days will be observed as paid holidays:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

18.2 Employees covered by this agreement shall be given ninety six (96) hours of leave with pay during the year to compensate for holidays.

18.3 In the event the Employer is unable to schedule the ninety six (96) hours of leave, employees shall be paid for any unused and unscheduled leave time in conjunction with the first pay period following December 1 of each year.

18.4 In addition to the ninety six (96) hours of leave, employees scheduled to work on any of the above listed holidays shall be paid at one and one-half (1 ½) times their regular rate for all hours actually worked on the holiday.

ARTICLE 19 - SEVERANCE PAY

All permanent employees upon retirement or termination shall be entitled to sixty percent (60%) of the unused sick leave as severance pay. Employees discharged for just cause shall not receive accrued sick leave.

ARTICLE 20 - UNIFORM ALLOWANCE AND MAINTENANCE

20.1 The EMPLOYER shall provide an initial issue of three (3) uniforms and all required equipment to each newly hired employee. After the first year of employment, employees shall receive \$925 for uniforms. Those employees who complete their first year of employment during the calendar year will receive a prorated amount of the uniform allowance. The County agrees to replace personal items (i.e. eyeglasses or wristwatches) that are damaged in the line of duty that are not replaced through Court ordered restitution. Equal payments shall be made on or about July 1st and December 31st of each year.

20.2 In order to receive the annual allowance the employee must be currently employed by the county. An employee separating will be given a prorated allowance based on the actual months of service in relation to a full year.

20.3 The County will not replace uniforms, clothing, or equipment damaged as a result of normal wear and tear. The employee will be expected to use their uniform allowance for this purpose.

ARTICLE 21 - WORKING OUT OF CLASSIFICATION

Employees assigned by the EMPLOYER to assume the responsibilities and authority of a higher job classification for two (2) or more hours shall receive a wage commensurate with the step on the salary schedule of the higher job classification which will provide at least a 2% increase above the employee's regular rate of pay for the duration of this assignment. Employees will not be assigned to work out of classification in an "Acting Duty Supervisor" position when ADC Administration is present in the facility and available.

ARTICLE 22 - LEAVES OF ABSENCE

22.1 Military Leave

All existing Federal and State Statutes, applicable to the rights of an employee who is on a leave of absence from Goodhue County for military service, shall be applicable under this AGREEMENT.

22.2 Court Duty

Any employee called and selected for Jury Duty, shall receive regular compensation and other benefits for such duty. Pay received for Jury Duty must be given to the EMPLOYER by the employee. Pay for the expenses may be kept by the employee.

22.3 Parental Leave

Parental leave, not to exceed six (6) months, may be granted by the EMPLOYER upon request of an employee. An extension of a Parental leave may be granted by the EMPLOYER under mutually-agreeable circumstances between the EMPLOYER and the employee. All Parental leave shall be without compensation. Sick leave and vacation time and seniority shall not accumulate during any Parental leave but accrued amounts of both shall remain on record at the inception of the leave of absence and shall resume upon return of the employee. Health and welfare benefits described in Article 8, Section 1 of this AGREEMENT, will be extended at employee expense during the period in which any Parental leave is granted.

22.4 General Leave Regulations

All employees covered by this AGREEMENT are encouraged to give as much prior notice for any leave of absence as possible so that the employer can make appropriate adjustments of staff, to ensure continuation of service to the citizens of Goodhue County.

22.5 Personal Leave of Absence

Personal leaves include all leaves of absence granted for reasons other than for those stated above and shall be granted at the discretion of the EMPLOYER for a period of time not to exceed seven-hundred and twenty (720) hours. Seniority, sick leave or vacation leave shall not accrue during personal leave. Personal leave is automatically extended to the employee on sick leave where accumulated paid leave expires, until such time as the EMPLOYER decides on a formal extension of personal leave.

ARTICLE 23- JOB POSTING AND EXAMINATION FOR PROMOTIONS

Any position covered by this AGREEMENT, when vacant, shall be posted electronically for fifteen (15) days, for information of the members of the unit.

ARTICLE 24 - MILEAGE AND MEAL ALLOWANCE

Any reimbursement for mileage or meal allowance, as a result of approved staff training opportunities, to be paid as a result of this AGREEMENT, shall be reimbursed in accordance with the EMPLOYER'S current policies.

ARTICLE 25 - LEGAL PROTECTION

The EMPLOYER shall provide, through insurance coverage or otherwise, defense, necessary legal expense and other costs, to an employee, against whom a claim is made or a lawsuit is commenced, which is based upon the conduct of the employee acting in the regular course of employment, except for intentional torts, crimes or ordinance violation committed by such employee.

ARTICLE 26 - WAGES

Employees shall be paid in accordance with Appendix A Salary Schedule attached hereto and made a part of this AGREEMENT. Dispatchers, ~~and~~ Detention Deputy ~~and Activities Director~~ will be in grade ~~80.5~~ **81**.

ARTICLE 27 – SHIFT DIFFERENTIAL

A shift differential of \$.75 per hour shall be paid when the employee works a majority of their shift between 6:00 p.m. and 6:00 a.m.

ARTICLE 28 - WAIVER

27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or

condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this CONTRACT was negotiated or executed.

ARTICLE 29 - DURATION

This AGREEMENT shall become effective as of January 1, 2020 2022 and shall remain in effect through December 31, 2021 2022 and shall continue in effect from year-to-year thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the termination date, that it desires to modify this AGREEMENT.

~~The UNION and EMPLOYER shall have an initial meeting to begin negotiations for the successor Labor Agreement no later than July 1, 2021.~~

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this day of _____, 2022.

FOR GOODHUE COUNTY:
LOCAL #78:

FOR LAW ENFORCEMENT LABOR SERVICES, INC.,

County Board Chair

Jeff Johnson, LELS #78 Business Agent

County Administrator

Steve Schreiber, Union Steward

APPENDIX A
SALARY SCHEDULE

12/28/19 – 12/25/20 WAGE SCHEDULE
2.75% Increase

Grade	1	2	3	4	5	6	7	8	9	10	11	12
80.5	19.70	20.70	21.67	22.66	23.66	24.66	25.63	26.11	26.59	27.10	27.65	28.22

12/26/20 – 12/31/21 WAGE SCHEDULE
2.5% Increase

Grade	1	2	3	4	5	6	7	8	9	10	11	12
80.5	20.19	21.22	22.21	23.23	24.25	25.28	26.27	26.76	27.25	27.78	28.34	28.93

** Activities Director will be paid on the 80.5 scale.

2022 WAGE SCHEDULE
2.25% Adjustment on December 25, 2021

Grade	1	2	3	4	5	6	7	8	9	10	11	12
	42,931.20	45,136.00	47,236.80	49,400.00	51,584.00	53,768.00	55,868.80	56,908.80	57,948.80	59,092.80	60,278.40	61,526.40
80.5	20.64	21.70	22.71	23.75	24.80	25.85	26.86	27.36	27.86	28.41	28.98	29.58

Effective December 25, 2021 – December 31, 2022

	Steps											
Grade	1	2	3	4	5	6	7	8	9	10	11	12
81	\$22.62	\$23.75	\$24.89	\$26.02	\$27.15	\$28.28	\$29.41	\$30.54	\$31.67	\$32.80	\$33.94	\$35.07

B. Professional Fees

The EMPLOYER shall pay the license fee for all members of the bargaining unit who are required to have a P.O.S.T. license pursuant to Minnesota Statute. In the event an employee terminates employment with the Employer, the employee shall be responsible for repaying the Employer the remaining balance on a pro-rata basis.

C. Tuition Reimbursement

Tuition reimbursement will be done in accordance with Goodhue County's personnel policies and within departmental budgetary allocations.

D. Training Officer Pay

Employees assigned as Training Officers shall receive one (1) hour of compensatory time for each shift spent with a trainee.

**LETTER OF UNDERSTANDING
BETWEEN**

"To effectively promote the safety, health, and well-being of our residents"

**GOODHUE COUNTY
AND
LAW ENFORCEMENT LABOR SERVICES, INC. #78**

This Letter of Understanding is entered into between Goodhue County (hereinafter EMPLOYER) and Law Enforcement Labor Services, Inc. #78 (hereinafter LELS #78).

WHEREAS, the EMPLOYER and LELS #78 are parties to a collective bargaining agreement;
and

WHEREAS, the parties have expressed the desire to undertake an 11.5 hour shift for the Dispatchers in the Sheriff's Department for the period commencing January 1, 2022 and running consecutively through December 31, 2022.

NOW, THEREFORE, the parties hereto have executed this Letter of Understanding as follows:

HOURS OF WORK

1. Dispatchers' regularly scheduled shift shall be 11.5 hours per day.
2. Dispatchers will be guaranteed at least 1840 hours of work in the 52-week period.
3. Dispatchers will not be regularly scheduled to work more than 2093 hours per year.
4. Overtime will not be paid to work regularly scheduled 11.5 hour shifts; however, any hours worked in excess of 2080 hours per year will be paid at the overtime rate.
5. No Dispatcher will work in excess of 2240 hours in the 52-week period.
6. If a Dispatcher is laid off from employment prior to the completion of the 52-week period, the employee's earnings will be recomputed for each work week worked within the 52-week period.
7. If a Dispatcher is terminated for just cause or resigns from employment prior to the completion of the 52-week period, the employee's earnings will not be recomputed for each work week worked within the 52-week work period.
8. Any hours paid for but not worked will be excluded from the 2240 hour count during the 52-week period.

DURATION

1. This Letter of Understanding shall remain in effect until December 31, 2022. During this period the Letter of Understanding may be cancelled by either party with a 60-day written notice.

COMPLETE AGREEMENT

"To effectively promote the safety, health, and well-being of our residents"

1. This Letter of Understanding represents the complete and total agreement between the parties regarding 11.5 hour shifts for Dispatchers.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this _____ day of _____, 2022.

Paul Drotos, Board Chair

Jeff Johnson, LELS #78 Business Agent

Scott Arneson, Administrator

Steve Schreiber, LELS #78 Local President

"To effectively promote the safety, health, and well-being of our residents"

**LETTER OF UNDERSTANDING
BETWEEN
GOODHUE COUNTY
AND
LAW ENFORCEMENT LABOR SERVICES, INC. #78**

This Letter of Understanding is entered into between Goodhue County (hereinafter EMPLOYER) and Law Enforcement Labor Services, Inc. #78 (hereinafter LELS #78).

WHEREAS, the EMPLOYER and LELS #78 are parties to a collective bargaining agreement; and

WHEREAS, the parties have expressed a desire to add a Minimum Value Plan health insurance (hereinafter MVP a/k/a Plan 2) beginning January 1, 2017.

NOW, THEREFORE, the parties hereto have executed this Letter of Understanding as follows:

MINIMUM VALUE PLAN HEALTH INSURANCE

1. The MVP a/k/a Plan 2 will be available to all eligible employees.
2. The EMPLOYER'S annual contribution into an employee's HSA account will be in the amount equal to 50% of the MVP a/k/a Plan 2 deductible.
3. The EMPLOYEE will contribute \$20 per month toward the premium for individual group medical coverage for the MVP a/k/a Plan 2. The EMPLOYER will pay the remainder of the monthly premium for individual group medical coverage. Part time employees will contribute on a pro-rata basis. The EMPLOYER will pay for 60% of the cost of the employee's monthly dependent Employer group medical insurance premium.
4. The employee shall have the option of insuring dependents by paying the additional cost of the premium.

DURATION

This Letter of Understanding shall remain in effect until December 31, 2022.

COMPLETE AGREEMENT

This Letter of Understanding represents the complete and total agreement between the parties regarding the Minimum Value Plan Health Insurance.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding this _____ day of _____, 2022.

County Board Chair

Jeff Johnson, Business Agent

Scott Arneson, Administrator

Steve Schreiber, Steward

"To effectively promote the safety, health, and well-being of our residents"