

BOARD OF COMMISSIONERS

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“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking forward with purpose”

**COUNTY BOARD - PROPOSED ADDENDUM
TUESDAY, OCTOBER 24, 2017**

7.7 Human Resources – Sue Luing
A. LELS Deputy Contract (Action)

FIRST DISTRICT
Justin Ahlers

SECOND DISTRICT
Gene Metz

THIRD DISTRICT
Matt Widboom

FOURTH DISTRICT
Robert Demuth Jr.

FIFTH DISTRICT
Donald Linssen

AGREEMENT
between
NOBLES COUNTY
and
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #163)
Sheriff Department -- Licensed Essential Employees

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

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PREAMBLE

This Agreement is made and entered into by and between the County of Nobles, hereinafter referred to as the EMPLOYER, and Law Enforcement Labor Services, Inc. (Local #163), hereinafter referred to as the UNION. Except as otherwise provided herein, this Agreement is effective from and after January 1, 2018.

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.

ARTICLE 2. DEFINITIONS.

- 2.1 TENURED POSITION: means a position that has completed the probationary period.
- 2.2 FULL-TIME: is a position that is scheduled to work forty (40) or more hours per week.
- 2.3 PART-TIME: is a position that is scheduled to work less than forty (40) hours. Positions scheduled between twenty-four (24) and thirty-one (31) hours per week shall be classified as three-fifths (3/5ths) time. Positions scheduled between thirty-two (32) and thirty-nine (39) hours per week shall be classified at four-fifths (4/5ths) time. Employees scheduled less than twenty-four (24) hours per work week shall receive only the legally required benefits.

ARTICLE 3. RECOGNITION.

- 3.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes 179A.03 Subdivision 14, for Employees of the Nobles County bargaining unit identified by the Bureau of Mediation Services, certification of exclusive representative dated January 8, 2002, case #02-PC-614:
 - 3.1.1 All licensed essential Employees of the Nobles County Sheriff's Department, Worthington, Minnesota, who are public Employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding, non-licensed essential and non essential; confidential and supervisory Employees.
- 3.2 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 for determination.

ARTICLE 4. MANAGEMENT RIGHTS/DIVISION OF RESPONSIBILITY.

- 4.1 Except as limited by the specific provisions of this Agreement, the EMPLOYER shall retain whatever rights and authority are necessary for it to operate and direct the affairs of Nobles County in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control all the operations and services of the County; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer Employees within the department; to schedule working hours and assign overtime; to hire, promote, suspend, discipline, or discharge Employees; to lay off or relieve Employees due to lack of work or other reasons as provided herein; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the utilization of technology and to take whatever actions may be necessary to carry out the missions of the County in emergencies.

- 4.2 Any term and condition of employment not specifically established or modified by the AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.
- 4.3 The County Board's responsibility as EMPLOYER shall be limited to matters relating to maintenance of appropriate pay rates and payment thereof, specific fringe benefits authorizations in the area of insurance, vacation allowance, extended sick leave allowance, severance pay, holidays and related economic computations. For all other matters covered in the Agreement the Sheriff shall be considered the EMPLOYER.

ARTICLE 5. LEGAL SERVICE.

- 5.1 Subject to the limitations in Minn. Stat. Sec. 466.04, the EMPLOYER agrees to defend and indemnify Employees covered by this Agreement for damages, including punitive damages, claimed or levied against such Employee provided the Employee:
- a) was acting in good faith in the performance of the duties of the position; and
 - b) was not guilty of malfeasance in office, willful neglect of duty, or bad faith.

ARTICLE 6. UNION SECURITY.

- 6.1 The EMPLOYER agrees to cooperate with the UNION in the deduction of monthly dues for those Employees who request in writing to have their monthly UNION dues checked off by payroll deduction. The EMPLOYER agrees to remit such monthly dues in a manner to be prescribed by the UNION.
- 6.2 The UNION agrees to give the EMPLOYER thirty (30) days notice of any change in the amount of uniform dues deducted and the UNION further agrees to refund to the EMPLOYER any amount paid to the UNION in error on account of the dues deduction provision.
- 6.3 The UNION shall indemnify the EMPLOYER and any agency of the EMPLOYER and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the EMPLOYER or Department of the EMPLOYER for the purpose of complying with the provisions of this Article.
- 6.4 The UNION may designate two members to act as stewards and two members as alternate stewards for the unit. The UNION shall promptly inform the EMPLOYER of such choices and any changes in writing. Alternate stewards shall act only when the designated stewards are, by reasonable standards, unavailable to act.
- 6.5 The EMPLOYER agrees to make space available on the EMPLOYER bulletin board for the posting of UNION official notice(s) and announcements. There shall be no posting of political or inflammatory materials. The EMPLOYER will make space available for UNION meetings when it does not conflict with the operation of the department.
- 6.6 The EMPLOYER agrees to allow stewards reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting UNION business, including negotiations when such time off will not unduly interfere with the operations of the department. They shall be allowed reasonable time off with pay for the purpose of investigating grievances.
- 6.7 The EMPLOYER agrees to post all promotional opportunities within the bargaining unit; to post the method by which promotion to bargaining unit positions will be made and make copies of all work rules and regulations available for members of the bargaining unit to read.

ARTICLE 7. SAVINGS.

- 7.1 In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provisions may be renegotiated upon written request of either party.

ARTICLE 8. GRIEVANCE PROCEDURE.

8.1 GRIEVANCE DEFINED.

8.1.1 For the purpose of this Agreement, the term "grievance" means a dispute arising from and concerning the interpretation or application of the express provisions of this Agreement.

8.1.2 The EMPLOYER and the UNION agree that the investigation and processing of grievances shall be accomplished during the normal work day without a reduction in wages or loss of leave time to the aggrieved or the UNION steward while consistent with Employee duties and responsibilities and with the permission of the Employee's Supervisor.

8.2 PROCEDURE.

Grievances, as defined by Article 8.1.1, 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 specific as to facts, contract provisions violated or remedy requested or not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

STEP 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S 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 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Except as provided in Step 3A, any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

STEP 3A. If the grievance is not resolved at Step 3 of the grievance procedure, the parties may mutually agree to submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 4 of the grievance procedure.

STEP 4. A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. Failure to select an arbitrator within (90) days of the Employer's answer in step 2, or step 3 if applicable, shall be considered a "waiver" of the grievance, unless the delay in selection is caused by the Employer, or the delay is mutually agreed upon by the parties in writing.

8.3 ARBITRATOR'S AUTHORITY.

8.3.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

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

8.3.3 The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings the costs shall be shared equally.

8.4 WAIVER.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied and may proceed to the next step. The time limit in each step may be extended by mutual written Agreement of the EMPLOYER and the UNION in each step.

ARTICLE 9. DISCIPLINE.

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

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Demotion, or
- e) Discharge

9.2 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. Demotion will state the classification to which the Employee is demoted and the rate of pay applicable as a result of the demotion. The UNION shall be provided with a copy of each such notice upon the request of the employee.

- 9.3 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. Written reprimands shall be removed from the Employee's personnel file and be of no effect three (3) years after the date of the discipline provided no further disciplinary action has been taken during that three (3) year period.
- 9.4 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. This section shall not apply to any investigation of criminal conduct by or involving the Employee.
- 9.6 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 9.7 Grievances relating to a discharge may be initiated by the UNION in Step 3 of the grievance procedure.

ARTICLE 10. VOLUNTARY SHIFT SWITCHING.

- 10.1 Employees may voluntarily switch shifts, with prior approval of their immediate supervisor. Voluntary switching shall not occur if either employee would then be eligible for overtime.

ARTICLE 11. SENIORITY.

11.1 SENIORITY DEFINED.

11.1.1 DEPARTMENTAL SENIORITY shall mean an Employee's length of service with the EMPLOYER since his/her last date of hire to a permanent position in the Sheriff's Department. "LENGTH OF SERVICE" shall mean the number of compensated hours, exclusive of overtime, served by the Employee. An Employee's service record shall be broken only by separation. When two or more Employees have the same seniority accrual, their position on the seniority list shall be determined by the EMPLOYER based on experience and/or performance.

- 11.2 The EMPLOYER shall establish and maintain a departmental seniority list. This list shall be updated annually and posted on the UNION board. If an Employee has an objection, he/she shall notify the County Administration office within two (2) weeks of the posting and the list shall be corrected if in error.

11.3 PROBATIONARY PERIOD.

11.3.1 All newly hired licensed employees shall serve a probationary period of 2,080 hours of continuous service, excluding overtime. During the probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the EMPLOYER.

11.3.2 The probationary period of a promoted Employee shall be one (1) year. During the probationary period of a promoted Employee, the Employee may be replaced into their previous position at the sole discretion of the EMPLOYER.

11.4 LAYOFF.

Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

11.4.1 ORDER OF LAYOFF.

The EMPLOYER will layoff Employees on basis of seniority.

11.4.2 NOTICE OF LAYOFF.

The EMPLOYER shall issue written notice of a layoff to affected Employees by certified mail/return receipt at least fifteen (15) calendar days in advance of layoff, and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members.

11.4.3 RECALL FROM LAYOFF.

Recall from layoff, shall be by seniority. Recall notification shall be by mail to the Employee's last known address and shall be contained in the layoff notice for layoffs for a definite period. An Employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.

11.4.4 The EMPLOYER shall not hire a new Employee in a classification where an Employee is laid off with the right for recall.

11.4.5 VOLUNTARY LEAVES PRIOR TO LAYOFF.

Prior to the laying off an Employee, the EMPLOYER will offer a voluntary leave of absence to other Employees in the affected classification to prevent the involuntary layoff of an Employee. An Employee on such leave shall continue to accrue seniority as though the Employee was working. The leave shall be for a period not to exceed one (1) year from the effective date of the leave. An Employee on such leave shall be recalled to work pursuant to Section 11.4.3.

ARTICLE 12. ANNUAL LEAVE.

12.1 All regular full-time and part-time non-union employees where the normal work week consists of 24 or more hours per week are eligible to participate in the annual leave program.

12.2 Employees accrue annual leave from the first day of employment and may use accrued leave when available in no less than 2 hour increments. Annual leave is accrued on a prorated basis and may be used subsequent to the pay period in which it was earned.

12.3 Non-emergency use must be requested in advance. Emergency use may require documentation.

12.4 Annual leave hours must be used prior to beginning an unpaid leave of absence for other than medical reasons. An employee taking an unpaid medical leave may retain up to forty (40) hours of annual leave for use after returning from the leave. If an employee returns from a medical leave on an intermittent basis, they must use their annual leave time that may have been saved while on leave.

12.5 Employees who require time off for illness or personal reasons before accruing annual leave, or after exhausting earned annual leave, may be entitled to unpaid time off. This right, however, is not unlimited and employees must continue to be reasonably available for work.

12.6 Employees are still subject to Work hours and attendance policy, including all provisions relating to discipline and discharge.

12.7 Accrual Rates

Full Time A/L Accrual Rates:

Years of Service	Exempt		Non-Exempt	
	Annual Accrual	Bi-Weekly Accrual	Annual Accrual	Bi-Weekly Accrual
1 st year	128 hrs	4.924 hours	128 hrs	6.155%
2 - 5 years	160 hrs	6.154 hours	160 hrs	7.693%
6 - 10 years	192 hrs	7.385 hours	192 hrs	9.234%
11 - 15 years	224 hrs	8.616 hours	224 hrs	10.770%
16 - 20 years	256 hrs	9.847 hours	256 hrs	12.309%
21 or more years	288 hrs	11.077 hours	288 hrs	13.847%

4/5ths A/L Accrual Rates:

Years of Service	Exempt		Non-Exempt	
	Annual Accrual	Bi-Weekly Accrual	Annual Accrual	Bi-Weekly Accrual
1 st year	102 hrs	3.924 hours	102 hrs	6.155%
2 - 6 years	128 hrs	4.924 hours	128 hrs	7.693%
7 - 12 years	154 hrs	5.924 hours	154 hrs	9.234%
13 - 18 years	179 hrs	6.885 hours	179 hrs	10.770%
19 - 24 years	205 hrs	7.885 hours	205 hrs	12.309%
25 or more years	230 hrs	8.847 hours	230 hrs	13.847%

3/5ths A/L Accrual Rates:

Years of Service	Exempt		Non Exempt	
	Annual Accrual	Bi-Weekly Accrual	Annual Accrual	Bi-Weekly Accrual
1 st year	77 hrs	2.962 hrs	77 hrs	6.155%
2 - 7 years	96 hrs	3.693 hrs	96 hrs	7.693%
8 - 14 years	115 hrs	4.424 hrs	115 hrs	9.234%
15 - 21 years	134 hrs	5.154 hrs	134 hrs	10.770%
22 – 28 years	154 hrs	5.924 hrs	154 hrs	12.309%
29 or more years	173 hrs	6.654 hrs	173 hrs	13.847%

12.8 Maximum accrual at the end of a calendar year: Full time = 480 hours/60 days, 4/5th time = 384 hours/48 days and 3/5th time = 288 hours/36 days.

- 12.9 Upon termination of employment with Nobles County, annual leave severance pay will be the dollar value of the employees wage x 100% of the account balance to a maximum of 480 hours.
- 12.10 Severance pay cannot be used to extend the employee=s date of termination beyond the last scheduled work day.
- 12.11 Employees have sole responsibility for accuracy in accrual balance reporting. Employees are encouraged to verify balances bi-weekly, and report any discrepancies immediately to Administration.
- 12.12 Annual leave will not be denied in the case of the death of the employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, and step-sibling.

ARTICLE 13. HOURS OF WORK AND OVERTIME.

- 13.1 The normal work year for full-time Employees shall consist of two thousand eighty (2080) hours, exclusive of overtime, but including holidays. 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 Employees or to limit the EMPLOYER in scheduling Employees.
- 13.2 Employees shall be compensated at one and one-half (1-1/2) times the Employee's regular rate of pay for all hours worked in excess of employee's scheduled shift.
- 13.3 The assignment of overtime shall be at the discretion of the EMPLOYER. Employees are required to work assigned overtime. For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime shall be calculated to the nearest fifteen (15) minutes. Overtime shall be calculated based on hours worked and shall not include paid non-worked time.
- 13.4 All meals or other work breaks taken in a paid status shall be taken in a public place or in the Prairie Justice Center. Deputies shall be paid for meal breaks.

ARTICLE 14. COURT TIME.

- 14.1 An Employee who is required to appear in court during scheduled off-duty time shall be compensated at one and one-half (1-1/2) times the Employee's base pay rate for a minimum of three (3) hours at the premium rate.
- 14.2 Court Cancellations: If an employee who is scheduled to appear in court as part of his/her duties on scheduled off-duty time is not notified of a court cancellation on or before 4:30 p.m. the day preceding the court appearance, the employee shall receive one hour pay at time and a half the employee's base rate of pay. This time shall not be considered work time for the purpose of accruing additional overtime.

ARTICLE 15. CALL BACK.

- 15.1 An Employee called back to work outside his/her regularly posted schedule shall be compensated at one and one-half (1-1/2) times the Employee's base pay rate for a minimum of two (2) hours at the premium rate. An extension or early report to a regularly scheduled shift does not qualify the Employee for the two (2) hour minimum.

ARTICLE 16. EXTENDED SICK LEAVE.

- 16.1 Extended sick leave hours may be used for any of the following reasons:
 - 16.1.1 Illness, disability or injury to the employee, causing absence from work.
 - 16.1.2 Need by employee for acute medical or dental care.
 - 16.1.3. Illness or injury to the employee's child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law and father-in-law, or stepparent, subject to the limitations of Minnesota Statutes, section 181.943 (as amended).
 - 16.1.4. Pregnancy related health care and incapacity.
 - 16.1.5. An employee may use sick leave for themselves or for the relatives listed in 16.1.3, for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in 181.943 (as amended).

Employees may choose to take annual leave or sick leave for any of the above reason.

- 16.2 An employee must exhaust his/her extended sick leave bank prior to taking an unpaid leave.
- 16.3 Extended sick leave is not transferable from one employee to another.
- 16.4 Beginning on January 1, 2015 and on January 1st of each year thereafter, if an employee's extended sick leave balance is under 40 hours; those hours would be converted hour for hour to that employee's annual leave bank.
- 16.5 Upon termination of employment with the County, a percentage of extended sick leave banked hours shall be paid as severance pay, except dismissal for cause or resignation pending charges of misconduct which could have led to disciplinary action or discharge and the employee has completed the required probationary period, as follow:
 - 16.5.1 Starting with the 4th year of service = 20%
 - Starting with the 11th year of service = 21%
 - Starting with the 16th year of service = 22%
 - Starting with the 21st year of service = 26%
 - Starting with the 26th year of service = 28%
 - Starting with the 31st year of service = 30%
- 16.6 Computation of extended sick bank pay upon termination of employment shall be in accordance with the following formula: Hourly wage rate x extended sick bank = eligible wage
- 16.7 In case of a resignation due to a permanent disability resulting from a work-related injury of an active employee, as determined by PERA and Workers' Compensation, or a work-related injury resulting in the death of the employee, an amount equal to 100% of the employee's unused extended sick leave will be deposited in a MSRS Health Care Savings Plan of the employee, subject to MSRS rules.

ARTICLE 17. LEAVES OF ABSENCE.

17.1 JURY DUTY.

In the event of required jury duty, the Employee must give the appropriate supervisor advance notice including dates, court location and a letter of transmittal. Full-time Employees required to serve on a jury are eligible for compensated time off. The EMPLOYER shall compensate the Employee the difference between jury duty pay and his/her regular hourly rate of pay. Upon completion of jury duty, a letter from the court showing the number of hours or days of jury duty served and amount of fees received should be forwarded to the supervisor and payroll department. Employees may retain mileage allowances.

17.2 MILITARY LEAVE.

Employees are entitled to military leave as provided by law.

17.3 LEAVE WITHOUT PAY.

Employees are entitled to leaves without pay as identified in county policy or applicable law.

ARTICLE 18. HOLIDAYS.

18.1 An Employee shall receive eighty (80) hours of paid holiday leave per year. Such holiday leave shall accrue as the holiday occurs.

18.2 An Employee shall be granted ten (10) paid holidays:

New Years Day	January 1
Martin Luther King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25
Employee's Birthday	

When Christmas Eve falls on a Monday – Thursday, employees shall receive 1.5 hours of holiday pay at straight time.

18.3 Employees shall receive eight (8) hours pay for each of the above holidays. Part-time Employees are eligible for holiday pay on a pro-rated basis of what a full-time Employee earns (i.e. 3/5 or 4/5). Part-time Employees working less than twenty-four (24) hours per week, temporary, seasonal and intermittent Employees are not eligible for holiday pay.

18.4 An Employee who is scheduled to work on one of the above recognized holidays shall receive pay at time and one-half (1-1/2) times the normal rate for the entire shift that begins on the recognized holiday, in addition eight (8) hours of holiday pay at the straight time rate.

18.5 When a holiday falls on an Employee's day off, an Employee shall work their regular weekly schedule and be compensated in lieu of the holiday, with an additional day or shift (maximum eight (8) hours) off; however, if it is not possible to give an Employee an additional day or shift off, an Employee shall receive the equivalent of eight (8) hours straight time pay for the holiday.

18.6 Holiday pay shall not count as hours worked for the purpose of calculating overtime.

18.7 Each full-time tenured Employee is entitled to two (2) floating holidays, consisting of eight (8) hours each, annually. Accrued annual leave shall be used for hours in excess of the eight (8) hours per day for the balance of the Employees scheduled shift. Floating holidays must be used in the year they are earned. In the event an Employee leaves employment prior to July 1st in any given year, and has used both floating holidays, the EMPLOYER shall deduct 8 hours pay from that Employee's severance pay. The two floating holidays must have prior approval of the EMPLOYER prior to their use.

18.8 An employee may choose to have the full 81.5 hours of paid holiday leave paid out as a lump payment in lieu of receiving this pay as the holidays occur. This payment would be made on the first pay date in December of each year in a separate payment. This request must be submitted in writing to Administration by December 1st of the prior year in which the payout would be made on that first

pay date in December of the following year. If an employee should resign from employment prior to the pay out, the county will pay the prorated number of hours that would have been accrued prior to the end of their employment.

ARTICLE 19. INJURED ON DUTY.

- 19.1 The Employee must report immediately upon knowledge of any injury to the supervisor and/or department authority. A copy of this report must also be submitted to County Administration.
- 19.2 An injured Employee will keep his/her supervisor fully informed of medical progress.
- 19.3 Employees injured in the line of duty will use accrued extended sick leave or accrued annual leave for the first three (3) days of an injury. An employee subsequently receiving a worker's compensation payment for those three days shall, upon remittance of worker's compensation payment to the County, be entitled to a reinstatement of the three days utilized. It shall be the obligation of the employee to provide the County with all worker's compensation payments within five (5) working days of receipt of the payment.
- 19.4 The Employer will pay the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed sixty (60) working days per injury, not charged to the employee's annual leave, extended sick leave or other accumulated paid benefits, after the three (3) working day initial waiting period per injury.
- 19.5 After sixty (60) working days, Employees can not supplement worker's compensation payments with accumulated paid benefits.
- 19.6 An injured Employee will not be permitted to return to work until a written release from the attending physician is forwarded to the Employee's supervisor.
- 19.7 If limitations of work are included on the statement of release, the Employee may be utilized on light duty assignments as determined by the supervisor. The supervisor must take caution not to expose the Employee to factors that would be detrimental to his or her health.

ARTICLE 20. NON-PENSION BENEFITS.

- 20.1 The EMPLOYER shall make the same cafeteria plan (including available component benefits through, and EMPLOYER contribution to, such cafeteria plan) available to the members of this Collective Bargaining AGREEMENT as is made available for all other employees of the County. The EMPLOYER shall make the same VEBA or HSA contribution available for members of this Collective Bargaining AGREEMENT as is made available for all other employees of the County.

ARTICLE 21. PAY PLAN.

- 21.1 Employees shall be compensated in accordance with the pay tables as attached (Appendix A) and incorporated into this Agreement.
 - 21.1.1 Pay steps will occur on the following schedule (all pay steps subject to satisfactory performance). Probationary Employees are eligible for a step increase the 1st of the month following probation. Progression between other steps is at 12 month intervals.

21.2 LICENSE REQUIREMENTS.

The EMPLOYER agrees to pay the full cost of the Employee's POST license renewal.

21.3 CONTINUING EDUCATION.

The EMPLOYER will pay all related and necessary expenses for training and courses specifically required by the County and POST requirements. In addition, the current Personnel Policy for Educational Assistance will apply to all Employees covered by this Agreement. The EMPLOYER further agrees to pay applicable straight time or overtime compensation for courses specifically required by the County.

Off duty hours of attendance by an Employee at schools, training sessions (including all Emergency Response Unit training), classes and seminars along with necessary driving time shall be compensated at straight time. Schools and training which last in excess of eight (8) hours per day need to be approved in advance by the EMPLOYER to obtain additional time over and above the compensated eight (8) hours. Off duty hours of attendance by an Employee to attend POST required training, shall receive compensation at time and one half (1-1/2) times their current hourly rate of pay not to exceed 16 hours per calendar year.

21.4 CANINE OFFICER.

The Employee assigned by the EMPLOYER as a K-9 Officer, shall receive one-hour (1) of on-duty credit per shift for dog care.

21.5 FIELD TRAINING OFFICER.

When an Employee is assigned by the EMPLOYER as the Field Training Officer (FTO), that Employee will receive differential pay of one hour of pay for each shift worked. The Employee that is to receive the differential pay shall identify on his/her time sheet they performed FTO duties. The differential pay is classified as exceptional pay, independent of rate of pay for number of hours worked.

21.6 Employees are eligible to participate in Personnel Policy P-243B, Catastrophic Leave Bank policy.

ARTICLE 22. DURATION.

22.1 Except as herein provided this Agreement shall be effective January 1, 2018, and shall continue in full force and effect until December 31, 2020, and thereafter until terminated by operation of law or modified or amended by mutual Agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by October 31st of 2020 or any subsequent year in which modification is desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended. At the end of 2020 or any subsequent calendar year that either party has given notice of desire to amend or terminate, the benefits and compensation provisions of this Agreement shall be applied without change from their application as of the end of such calendar year.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this ____ day of _____, 2017.

FOR:
NOBLES COUNTY EMPLOYEES, LAW
ENFORCEMENT LABOR SERVICES, INC.
LOCAL #163

FOR:
NOBLES COUNTY BOARD
COMMISSIONERS, NOBLES
COUNTY, MINNESOTA

Business/Agent

Chairman

Steward

County Administrator

Staff Negotiating Representative

Position Classification - Non-exempt

Grade	Title
12	Deputy Sheriff
13	Investigator

January 1, 2018 – December 31, 2018 Hourly Pay (Includes 2.25% COLA). Step movement on anniversary date subject to § 21.1.1

STEPS										
<u>LEVEL</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>LEVEL</u>
12	24.62	25.42	26.23	27.02	27.82	28.62	29.43	30.23	31.02	12
13	26.10	26.95	27.80	28.64	29.49	30.34	31.19	32.03	32.88	13

January 1, 2019 – December 31, 2019 Hourly Pay (Includes 2.5% COLA) Step movement on anniversary date subject to § 21.1.1

STEPS										
<u>LEVEL</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>LEVEL</u>
12	25.24	26.05	26.88	27.70	28.52	29.34	30.16	30.98	31.80	12
13	26.76	27.63	28.50	29.36	30.23	31.10	31.97	32.84	33.71	13

January 1, 2020 – December 31, 2020 Hourly Pay (Includes 2.75% COLA) Step movement on anniversary date subject to § 21.1.1

STEPS										
<u>LEVEL</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>LEVEL</u>
12	25.93	26.77	27.62	28.46	29.30	30.14	30.99	31.83	32.67	12
13	27.49	28.39	29.28	30.16	31.06	31.95	32.84	33.74	34.63	13