

AGREEMENT BETWEEN

COUNTY OF RENVILLE

AND

LAW ENFORCEMENT LABOR SERVICES, INC. (DEPUTIES)

January 1, 2021 through December 31, 2023

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Renville, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union.

- 1.1 It is the intent and purpose for this Agreement to:
 - 1.1.1 Express in written form the complete Agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.
 - 1.1.2 Establish procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement.
- 1.2 The parties recognize that this Agreement is not intended to modify any of the authority vested in the County of Renville by the statutes and laws of the State of Minnesota.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act (PELRA) for all personnel in the following bargaining unit:

All essential licensed employees of the Renville County Sheriff's Department, Renville, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential and essential non-licensed employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc.
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc. in the bargaining unit to which this Agreement applies.
- 3.3 Employee: A member of the exclusively recognized bargaining unit, defined in this Agreement.
- 3.4 Employer: Renville County Board of Commissioners and its designated representatives.
- 3.5 Union Officer: Unit Member elected or appointed by Law Enforcement Labor Services
- 3.6 Department Head: The Sheriff or the Sheriff's designated representative.

- 3.7 Regular Employee: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 3.8 Probation Period: The probation period as to new employees is 2080 hours of work, inclusive of paid sick leave, vacation and training time, but, excluding overtime and other leave.
- 3.9 Base Pay Rate: The employee's basic hourly rate of pay rate exclusive of overtime premium or any premium pay.
- 3.10 Classification: A job classification within the bargaining unit (deputy, sergeant) that an employee or group of employees hold.
- 3.11 Continuous Service: Unceasing service from the date of hire within the bargaining unit, including approved leaves of absence.
- 3.12 Days: Calendar days.
- 3.13 Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.14 Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.15 Leave of Absence: An approved absence from work duty during a scheduled work period.
- 3.16 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.17 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- 3.18 Scheduled Shift: A consecutive work period including a meal period when applicable.
- 3.19 Trial Period: The trial period as to promoted employees is 1040 hours of actual hour worked, excluding overtime, following the date of promotion to the new job classification.
- 3.20 Regular Part-Time: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees and who is regularly scheduled to work forty (40) hours per pay period. Regular part-time employees are entitled to pro-rated holiday, sick leave and vacation benefits.

ARTICLE 4. UNION SECURITY

- 4.1 In recognition of the Union as the exclusive representative, the Employer shall:
 - 4.1.1 Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deduction in a form agreed upon by the Employer and the Union; and
 - 4.1.2 It is agreed that the Employer's obligation to provide for dues deduction shall continue only for the period of time that such deduction and/or assessments are non-negotiable and required by PELRA.
- 4.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, including attorneys' fees, brought or issued against the Employer under the provisions of this Article.
- 4.3 The Union agrees to represent all members of the unit fairly and without discrimination.
- 4.4 The Union may designate up to two employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).
 - 4.4.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following: Stewards and other Union officers shall not leave their work stations or duties without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations and/or duties. Permission to leave assigned duties for Union business will be limited to a reasonable amount of time for the investigation and presentation of grievances to the Employer. No more than one (1) steward shall be on paid time to investigate or present a grievance.
- 4.5 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s). The Union specifically agrees that no notices of a political or inflammatory nature shall be posted. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings, or other Union activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 It is recognized that, except as expressly stated herein, the Employer shall retain the full and unrestricted right to operate and direct the affairs of the Employer in all its various aspects including, but not limited to: the right to determine the number of personnel by which such operations and services are to be conducted; select personnel; direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, and operation of the organization; to determine the organization's functions and programs; to determine and set its overall

budget and organizational structure; to assign overtime; to hire or promote employees, to demote, suspend, discipline, or discharge employees for just cause; to relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to determine the utilization of technology and equipment and to change or eliminate existing methods, equipment or facilities and to perform any inherent managerial function not specifically limited by this agreement. The employer's non-exercise of any function hereby reserved to it, or its exercising a function in any particular way, shall not be deemed a waiver of its right to exercise the right or function.

- 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. SENIORITY

- 6.1 Seniority shall be determined by the length of full-time (80 hours every 14 days) compensated service within the bargaining unit. Seniority by classification shall also be maintained.
- 6.2 Reduction of the work force will be accomplished on the basis of classification seniority within the bargaining unit with the least senior employee in the classification laid off first and recalled last. However, an Employee in a higher job classification shall have the right to bump into a lower job classification provided the Employer determines that the Employee is qualified to perform the duties of the position and the Employee has greater bargaining unit seniority than the employee that is to be bumped.
- 6.3 An employee placed on layoff shall retain the right of recall for one (1) calendar year. Notice of recall shall be by mail to the last mailing address which the employee has furnished to the Employer. A recalled employee must respond and report to work within seven (7) calendar days of notice of recall. An offer of recall returned by the post office will constitute a refusal of the recall offer. Failure to respond on time to a recall within the seven (7) day period shall constitute refusal of the offer and forfeiture of all rights of recall.
- 6.4 The Employer shall make a seniority list available to the Union annually.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 **Definition of a Grievance:** A grievance is defined as a dispute or disagreement between an Employee and the Employer as to the interpretation or application of the specific terms or conditions of this Agreement.
- 7.2 **Processing of a Grievance:** It is recognized and accepted by the Employer and the Union 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 the Union steward designated pursuant to 4.4.1 shall be allowed a reasonable amount of time off with pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union

steward have notified and received the approval of the Employer, who has determined that such absence is reasonable.

7.3 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 fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the Chief Deputy. The Chief Deputy or Chief Deputy's Designee 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, and the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Chief Deputy's or Chief Deputy's Designee's final answer in Step 1. Any grievance not appealed in writing in 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 Sheriff or Sheriff's Designee. The Sheriff or Sheriff's Designee shall give the Union the 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 Sheriff or Sheriff's Designee's final Step 2 answer. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator or Administrator's Designee. The County Administrator or Administrator's Designee 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 County Administrator's or Designee's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to provisions of the Public Employment Labor Relations Act within ten (10) calendar days. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. Absent any factors beyond the control of the Union or the Employer, the Union and the Employer shall select an arbitrator within ninety (90) calendar days from the date the Union appeals the grievance to Step 4 of the grievance procedure. If no selection is made within this ninety (90) day timeframe, the grievance shall be considered waived. However, no such

waiver shall occur due to the failure of the Employer to engage in the selection process.

- 7.4 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator 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 submission of the briefs by the parties, whichever be later, unless the parties agree to an extension which shall in no event exceed the sixty (60) day period mandated by the Bureau of Mediation Services. The decision shall be binding on both the Employer and the Union 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. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 7.5 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 limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union.
- 7.6 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 or Veteran's Preference. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 or another appeal 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 4.

ARTICLE 8. NO STRIKE/NO LOCK-OUT

- 8.1 Neither the Union, its officers or agents, nor any of the employees covered by the Agreement, will engage in, encourage, sanction, support or suggest any strike, slowdown, absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of 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. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

8.2 The Employer shall not lock out unit employees.

ARTICLE 9. PROBATION AND TRIAL PERIODS

9.1 All newly hired or rehired employees shall be probationary and shall serve a 2080 hours worked probationary period, inclusive of approved training, paid sick leave and paid vacation, but exclusive of overtime and other leaves.

9.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.

9.3 All employees promoted to a new classification shall serve 1040 hours worked trial period, exclusive of overtime.

9.4 The Employer may return a trial period employee to the employee's former classification and to the employee's rate of pay immediately previous to the promotion. Such a decision by the Employer shall not be subject to the grievance procedure.

ARTICLE 10. WORK SCHEDULES

10.1 The Employer shall have the sole authority to set work schedules for each full- time and part time employee. Full-time employees are anticipated to work two thousand eighty (2,080) hours per calendar year, inclusive of approved training, paid sick leave and paid vacation. 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.

10.2 Work shifts, staffing schedules and the assignment of employees thereto, shall be established by the Sheriff or the Sheriff's designee.

10.3 Employees may voluntarily trade shifts provided that such trades ensure sufficient qualified personnel, as determined by the Sheriff or the Sheriff's designee. Such trades will not obligate the Employer for overtime pay. No shift changes will be allowed unless the prior approval of the Employer is obtained.

ARTICLE 11. OVERTIME

11.1 Employees will be compensated at one and one-half (1½) times the employee's regular base rate for actual hours worked, inclusive of approved training and paid sick leave, in excess of their scheduled shift, or over 80 hours every fourteen-day period. All overtime must be approved in advance unless it is to complete a call or an emergency circumstance exists. Changes of shifts do not qualify an employee for overtime under this Article.

- 11.2 In lieu of overtime compensation payments, employees may receive compensatory time off at the rate of one and one-half (1½) hours for each hour of employment for which overtime compensation is required. Compensatory time can only be accrued to a total of forty (40) hours for any employee. Employees shall use compensatory time before using vacation time when taking time off from work other than for reasons of illness. An exception will be made only if the employee's accrued vacation is within twelve (12) hours of the limit (240 hours).
- 11.3 For the purpose of computing overtime compensation, premium pay shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.4 Court Time. An employee who is required to appear in court because of the employee's position as Deputy Sheriff shall receive a minimum of two (2) hours pay, less any amount received from an outside source. Such pay shall be available only if the court appearance is at other than scheduled duty time.
- 11.5 Call Back. An employee who is called back to duty at other than the employee's scheduled duty time shall receive a minimum of two (2) hours pay for call back. An extension or early report of an employee's shift shall not be considered a call back, and the two (2) hour minimum shall not apply.

ARTICLE 12. DISCIPLINE

- 12.1 The Employer will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances: oral reprimand with written documentation, written reprimand, suspension, demotion, or discharge. The foregoing is not meant to imply a sequence of events.
- 12.2 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 12.3 Written reprimands, notices of suspension, notices of demotion 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. If the Employee refuses to sign, the Employer will sign with a notation that the Employee refused and the date.
- 12.4 Grievances relating to a suspension or discharge may be initiated by the Union at Step 3 of the grievance procedure under Article 7.

ARTICLE 13. HOLIDAYS

- 13.1 The following days shall be recognized as paid eight (8) hour holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Employees will also be granted any other holidays that the Board grants to non-union employees.

Employees other than Investigators will receive a holiday check for those holidays the employee was in paid status.

- 13.2 If an employee is required to work on any holiday, the employee shall be paid at time and one-half (1½) the regular rate for hours worked in addition to the eight (8) hours holiday pay. For employees working noon-midnight on December 24, all hours worked will be at time and one-half (1 ½).

ARTICLE 14. VACATION

- 14.1 All full-time employees shall accrue vacation in accordance with the following schedule:

Length of Service	Accrual
0 years through 5 years	4 hours/biweekly pay period
6 years through 10 years	5 hours/biweekly pay period
11 years through 15 years	6 hours/biweekly pay period
16 years through 20 years	7 hours/biweekly pay period
21 years or more	8 hours/biweekly pay period

In those months where there is a third pay period, the employee shall not accrue any vacation in the third pay period.

- 14.2 Upon the completion of the 10th year of continuous service with the County, and every five (5) years thereafter, employees shall be granted one longevity vacation day of up to eight (8) hours (prorated based on 1.0 F.T.E) added to their vacation bank.
- 14.3 Vacation must be accrued before it can be taken.
- 14.4 Any vacation time over 240 hours as of the last pay period of the year (12/24/21, 12/23/22, and 12/22/23) is forfeited. Vacation will be accrued only for pay periods actually worked or if an employee is on paid vacation or sick leave accrued under Article 15.
- 14.5 An employee who is not working due to illness or injury and who has exhausted his or her sick leave will be permitted to take earned vacation pay in lieu of sick leave time.
- 14.6 Any employee with more than one (1) year of service who leaves the employment of the Employer by reason of death, disability, retirement, or resignation will be paid for the employee's unused accrued vacation time unless charges of misconduct which would constitute a crime are pending against the employee at the time of resignation or termination. In the case of misconduct charges, the employee shall not be entitled to payment of accrued vacation upon resignation and shall not be entitled to payment of accrued vacation upon termination unless reinstated following arbitration
- 14.7 No employee shall be permitted to waive vacation for the sole purpose of receiving

double pay.

14.8 Vacation may be used in units of two hours.

14.9 Employees must request and be granted permission to take vacation in advance. Vacation and compensatory time off requests should be made at least ten (10) calendar days in advance. The Employer may approve time off requests made with less than ten (10) days notice at the discretion of the Employer and when coverage is available.

ARTICLE 15. SICK LEAVE

15.1 All full-time employees shall be permitted to accumulate sick leave at the rate of four (4) hours per biweekly pay period to a maximum of nine hundred sixty (960) hours. In those months where is a third pay period, the employee shall not accrue any sick leave in the third pay period.

15.2 Employees may use their accumulated sick leave for the following:

A. Illness of employee causing absence from work;

B. Temporary physical disability of employee causing absence from work;

C. For reasonable periods of time as the employee's attendance may be necessary for the illness or injury of the adult or minor child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, which shall be limited to 160 hours in any twelve-month period.

D. For safety leave, as defined in Minnesota Statutes Chapter 181, for up to 160 hours.

15.3 The Employer may require a doctor's certificate for the employee's use of sick leave for the employee or the employee's family member, at its discretion.

15.4 An employee incapacitated during a leave of absence, or who is absent for more than one week may be required to provide evidence of being physically able to return to work.

15.5 In order to be eligible for sick leave with pay, an employee must notify the Sheriff or his/her designee at ninety (90) minutes prior to the starting time of the scheduled shift. This notice may be waived if the employee could not reasonably comply with this requirement because of circumstances beyond his or her control. Documentation of the inability to make the required notice may be required.

15.6 Employees may participate in the County's Catastrophic Leave Bank.

15.7 Upon retirement after a minimum of 15 years of service, 50% of accumulated sick leave, up to a maximum of 480 hours will be paid into the employee's M.S.R.S. health care savings account.

ARTICLE 16. BEREAVEMENT LEAVE

Regular full-time and part-time employees may be paid for absence during a regularly scheduled work day to attend the wake/viewing/funeral of the employee’s immediate family members and other individuals set forth according to the following table:

Death of the Employee’s:	Paid Days*
Parent, Spouse, Child, Foster Child, or Step-Child	Up to 5
Brother or Sister (including half or step), Grandparent, Grandchild, Step-Parent, Father or Mother-in-Law, Sister or Brother-in-Law, Son or Daughter-in-Law	Up to 3
Aunt, Uncle, Niece, Nephew	Up to 1

* One (1) day shall be defined as 8 hours for a full-time (40 hours/week) employee. Allowed time off shall be pro-rated for regular part-time employees.

Pay for each day of bereavement leave taken will be made at the employee’s current rate of pay. Should the death of a relative occur while an employee is on vacation, the employee’s supervisor should be notified so that necessary time off may be charged to bereavement leave.

When deciding upon the number of days that the employee will be paid bereavement leave, the supervisor should consider the following:

- The employee’s responsibility for handling funeral arrangements.
- The need for out-of-town travel.
- The business needs of the County and the availability of other County employees to perform the tasks assigned to the employee during bereavement leave.

A supervisor may authorize additional use of vacation leave or accrued compensatory time in his or her sole discretion. Sick leave may be used only after all other paid leave is exhausted.

In the event of a wake/viewing/funeral for relatives other than those defined above, close personal friends, or if called upon to serve as a pallbearer, an employee may be granted up to one (1) working day off using vacation leave or accrued compensatory time, at the sole discretion of the supervisor.

ARTICLE 17. PAY PLAN

17.1 Employees shall be compensated in accordance with the schedule attached hereto and identified as Appendix A, which is based upon the following calculation:

2021 – 2%

- Effective July 10, 2021, after application of the merit increase noted in Article 17.2, employees shall receive a \$0.25/hr increase (not to exceed the max of the payscale).

2022 – 2%

- Effective July 9, 2022, after application of the merit increase noted in Article 17.2, employees shall receive a \$0.25/hr increase (not to exceed the max of the payscale).

2023 – 2%

**In no event shall compensation be paid above the max of pay scale (i.e., no “Misc. Pay”)*

17.2 Effective the first full pay period in July, employees who have passed probation are eligible for a merit based pay increase of between 1/3 % to 3 % based upon the employee's performance if the employee has had a satisfactory performance evaluation. If the employee has not had a satisfactory performance evaluation, the evaluation will set forth specific reasons and examples as to why the employee's performance is unsatisfactory. Employees with an unsatisfactory performance evaluation will be provided with a performance improvement plan which will be reevaluated every 90 days. If the employee makes satisfactory progress, the employee will receive a pay increase at that time of at least 1%, which shall not be retroactive. Denial or delay of a pay increase based upon unsatisfactory performance shall be grievable through Step 3, but not arbitrable.

Employees who are on probation as of the first day in the first pay period in July are eligible to receive the merit based increase at the beginning of the first pay period following the completion of probation. Employees who are scheduled to complete probation after January 1, will be eligible to receive the merit increase the first pay period in July.

17.3 Notwithstanding any provision for the continuation of the agreement pursuant to P.E.L.R.A. following the expiration of the current term, movement on the wage schedule shall not continue to be granted until a successor agreement is negotiated.

ARTICLE 18. INSURANCE

18.1 Effective January 1, 2021, the Employer will contribute on behalf of the employee, up the amounts set forth on Appendix B, or the cost of the premium for single, single +child, single + spouse, single +spouse + multiple children, whichever is less. For 2022 and 2023, the Employer and Employee will split any insurance premium increases or decreases on a 50/50 basis. The calculation of the contribution percentage change shall be based upon the lowest cost employer sponsored single plan. H.S.A. or VEBA contributions shall be made on a monthly basis.

18.2 Employees are eligible for insurance contribution if they meet the requirements for coverage under the Affordable Care Act or other state or federal law (30 hours). Contributions are prorated for employees working less than 80 hours per pay period.

ARTICLE 19. UNIFORMS

19.1 Effective January 1, 2021, full-time employees who have completed probation shall be allotted a maximum of eight hundred fifty (\$850.00) uniform allowance for maintenance and replacement, paid ½ in January and ½ in July.

19.2 Full-time employees shall receive an initial uniform issue consisting of two long sleeved shirts, two short sleeved shirts, a tie, two pairs of pants, one jacket, two (2) badges, leather duty belt and holster, and patches affixed to the uniforms. Employees who do not complete probation shall return all uniform items issued.

19.3 Upon separation, all equipment, leather duty belt, holster, and patches shall be turned in to the Employer.

19.4 The official County uniform shall only be worn when performing official duty as directed

by the Sheriff or upon such special occasions as the Sheriff may authorize.

ARTICLE 20. TRAINING AND OTHER PAY

- 20.1 The Employer shall pay for all training required by the Employer.
- 20.2 The Employee assigned by the Employer as a canine handler, shall receive 30 minutes straight time pay per day or 30 minutes comp time for dog care. In lieu of the additional pay, on days when the Canine handler is scheduled to work a regular shift, the handler shall be excused 30 minutes prior to the end of the regularly scheduled shift, subject to work load as determined by the supervisor.
- 20.3 Employer shall reimburse licensed peace officers for the cost of their Minnesota POST license.

ARTICLE 21. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 21.1 This Agreement shall represent the complete agreement between the Union and the Employer.

21.2 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 that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though 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, unless they mutually agreed to do so.

ARTICLE 22. DURATION

- 22.1 This Agreement will be in full force and effect as of January 1, 2021, until December 31, 2023, and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Agreement is given by either party in writing to the other party at least ninety (90) days prior to the end of the year.

ARTICLE 23. SAVINGS CLAUSE

23.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Renville County. 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, such provision shall be voided. All other provisions shall continue in full force and effect.

COUNTY OF RENVILLE

Bob Fox

Board Chair

[Signature]

County Administrator

[Signature]

Sheriff

4-13-2021
Date

LAW ENFORCEMENT LABOR SERVICES

[Signature]

Business Agent

[Signature]

Steward

[Signature]

Steward

4-19-2021
Date

Appendix A - Payscale

2021 Pay Scale						
<i>2% general adjustment</i>						
Grade	Salary based on 2080 hrs/year			Hourly Rate		
	Min	Mid	Max	Min	Mid	Max
1	30,451.20	36,358.40	42,244.80	14.64	17.48	20.31
2	32,260.80	38,521.60	44,782.40	15.51	18.52	21.53
3	34,216.00	40,851.20	47,486.40	16.45	19.64	22.83
4	36,275.20	43,305.60	50,336.00	17.44	20.82	24.20
5	38,417.60	45,864.00	53,310.40	18.47	22.05	25.63
6	40,747.20	48,630.40	56,513.60	19.59	23.38	27.17
7	43,201.60	51,584.00	59,945.60	20.77	24.80	28.82
8	45,760.00	54,662.40	63,544.00	22.00	26.28	30.55
9	48,526.40	57,928.00	67,329.60	23.33	27.85	32.37
10	51,459.20	61,422.40	71,385.60	24.74	29.53	34.32
11	54,516.80	65,104.00	75,670.40	26.21	31.30	36.38
12	57,782.40	69,014.40	80,225.60	27.78	33.18	38.57
13	61,256.00	73,153.60	85,030.40	29.45	35.17	40.88
14	64,958.40	77,542.40	90,126.40	31.23	37.28	43.33
15	68,827.20	82,201.60	95,555.20	33.09	39.52	45.94
16	72,966.40	87,110.40	101,254.40	35.08	41.88	48.68
17	77,334.40	92,331.20	107,328.00	37.18	44.39	51.60
18	81,972.80	97,884.80	113,776.00	39.41	47.06	54.70
19	86,923.20	103,771.20	120,598.40	41.79	49.89	57.98
20	92,123.20	110,011.20	127,878.40	44.29	52.89	61.48
2022 Pay Scale						
<i>2% general adjustment</i>						
Grade	Salary based on 2080 hrs/year			Hourly Rate		
	Min	Mid	Max	Min	Mid	Max
1	31,054.40	37,086.40	43,097.60	14.93	17.83	20.72
2	32,905.60	39,291.20	45,676.80	15.82	18.89	21.96
3	34,902.40	41,683.20	48,443.20	16.78	20.04	23.29
4	37,003.20	44,179.20	51,334.40	17.79	21.24	24.68
5	39,187.20	46,779.20	54,371.20	18.84	22.49	26.14
6	41,558.40	49,608.00	57,636.80	19.98	23.85	27.71
7	44,075.20	52,624.00	61,152.00	21.19	25.30	29.40
8	46,675.20	55,744.00	64,812.80	22.44	26.80	31.16
9	49,504.00	59,092.80	68,681.60	23.80	28.41	33.02
10	52,478.40	62,649.60	72,820.80	25.23	30.12	35.01
11	55,598.40	66,393.60	77,188.80	26.73	31.92	37.11
12	58,947.20	70,387.20	81,827.20	28.34	33.84	39.34
13	62,483.20	74,609.60	86,736.00	30.04	35.87	41.70
14	66,248.00	79,102.40	91,936.00	31.85	38.03	44.20
15	70,200.00	83,844.80	97,468.80	33.75	40.31	46.86
16	74,422.40	88,857.60	103,272.00	35.78	42.72	49.65
17	78,873.60	94,182.40	109,470.40	37.92	45.28	52.63
18	83,616.00	99,840.00	116,043.20	40.20	48.00	55.79
19	88,670.40	105,851.20	123,011.20	42.63	50.89	59.14
20	93,974.40	112,216.00	130,436.80	45.18	53.95	62.71

2023 Pay Scale						
<i>2% general adjustment</i>						
Grade	Salary based on 2080 hrs/year			Hourly Rate		
	Min	Mid	Max	Min	Mid	Max
1	31,678.40	37,814.40	43,950.40	15.23	18.18	21.13
2	33,571.20	40,081.60	46,592.00	16.14	19.27	22.40
3	35,609.60	42,515.20	49,420.80	17.12	20.44	23.76
4	37,752.00	45,052.80	52,353.60	18.15	21.66	25.17
5	39,977.60	47,715.20	55,452.80	19.22	22.94	26.66
6	42,390.40	50,585.60	58,780.80	20.38	24.32	28.26
7	44,948.80	53,664.00	62,379.20	21.61	25.80	29.99
8	47,611.20	56,867.20	66,102.40	22.89	27.34	31.78
9	50,502.40	60,278.40	70,054.40	24.28	28.98	33.68
10	53,518.40	63,897.60	74,276.80	25.73	30.72	35.71
11	56,700.80	67,724.80	78,728.00	27.26	32.56	37.85
12	60,132.80	71,801.60	83,470.40	28.91	34.52	40.13
13	63,731.20	76,107.20	88,462.40	30.64	36.59	42.53
14	67,579.20	80,683.20	93,766.40	32.49	38.79	45.08
15	71,614.40	85,529.60	99,424.00	34.43	41.12	47.80
16	75,920.00	90,625.60	105,331.20	36.50	43.57	50.64
17	80,454.40	96,054.40	111,654.40	38.68	46.18	53.68
18	85,280.00	101,836.80	118,372.80	41.00	48.96	56.91
19	90,438.40	107,952.00	125,465.60	43.48	51.90	60.32
20	95,846.40	114,441.60	133,036.80	46.08	55.02	63.96

Appendix B - 2021 Monthly Contributions for Prime Health Insurance

		2021 Contribution
Single:		761.76
Single + 1 Child:		976.84
Single Multi Children:		1,203.04
Single + Spouse:		
Spouse Age:		
	<40	1,033.49
	<50	1,119.34
	<60	1,307.96
	60 or Older	1,479.99
Single + Spouse & 1 Child:		
Spouse Age:		
	<40	1,263.02
	<50	1,348.86
	<60	1,537.49
	60 or Older	1,709.52
Single + Spouse & Multi Children:		
Spouse Age:		
	<40	1,489.22
	<50	1,575.06
	<60	1,763.69
	60 or Older	1,935.72

**MEMORANDUM OF AGREEMENT
MSRS HCSP Contributions**

This Memorandum of Agreement ("Agreement") is entered into by and between Renville County (hereafter "County") and the exclusive representative of Law Enforcement Labor Services, Inc., ("Union"). The County and the Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, the County and the Union are parties to a Labor Agreement covering the term January 1, 2021 through December 31, 2023; and


WHEREAS, the County and the Union have agreed that employees will further utilize the MSRS Health Care Savings Plan (HCSP), currently referenced in the Labor Agreement only in Article 15.7, concerning sick time payout at the time of retirement; and

NOW THEREFORE, the parties agree as follows:

1. Effective upon execution of this MOA, employees shall start contributing 2.5% of their pay to their HCSP.
2. Any compensatory time due the employee at the end of the last pay period of the calendar year shall be deposited to their HCSP.
3. Any severance due to the Employee upon separation from employment (vacation, holiday, compensatory time, and sick leave) shall be deposited to their HCSP. In the event severance compensation is due an employee as the result of death prior to separation, the employee's spouse or estate shall receive the severance compensation on the employee's behalf.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed on the dates set forth below by the respective signatures.

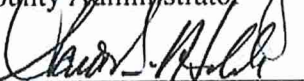
COUNTY OF RENVILLE



Board Chair



County Administrator



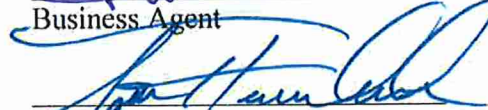
Sheriff

4-13-2021
Date

LAW ENFORCEMENT LABOR SERVICES



Business Agent



Steward



Steward

4-19-2021
Date

**MEMORANDUM OF AGREEMENT
TZD Grant Overtime**

This Memorandum of Agreement ("Agreement") is entered into by and between Renville County (hereafter "County") and the exclusive representative of Law Enforcement Labor Services, Inc., ("Union"). The County and the Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, the County and the Union are parties to a Labor Agreement covering the term January 1, 2021 through December 31, 2023; and

WHEREAS, the Labor Agreement defines overtime (Article 11.1) and provides for payment of overtime only for those hours worked in excess of the employee's scheduled shift, or over 80 hours every fourteen-day period; and

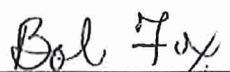
WHEREAS, employees may be assigned to Toward Zero Death ("TZD") events or shifts, and TZD reimbursed to the County is based on an overtime rate of compensation.

NOW THEREFORE, the parties agree as follows:

1. Regardless of the definition of work week in Article 11.1, an employee will be paid at an overtime rate for all hours worked on "Towards Zero Deaths" events or shifts, contingent upon the County receiving reimbursement for those hours at an overtime rate.
2. The hours noted in paragraph I will not be included when calculating total hours worked in a work week in Article 11.1.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed on the dates set forth below by the respective signatures.

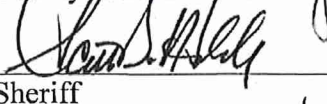
COUNTY OF RENVILLE



Board Chair




County Administrator



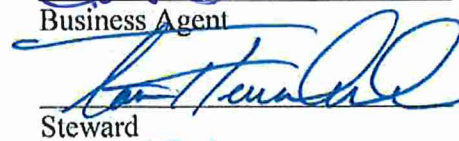
Sheriff

4-13-2021
Date

LAW ENFORCEMENT LABOR SERVICES



Business Agent



Steward



Steward

4-19-2021
Date

**MEMORANDUM OF UNDERSTANDING
FRAUD PREVENTION INVESTIGATION ASSIGNMENT**

This Memorandum of Understanding ("MOU") is entered into by and between the County of Renville ("County") and Law Enforcement Labor Services, Inc. ("Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement for the period of January 1, 2021 through December 31, 2023 ("CBA"), governing the general terms and conditions of employment for essential licensed public employees employed by the County; and

WHEREAS, the County has created the assignment of Fraud Prevention Investigation Deputy; and

WHEREAS, the County wishes to apply a 5% stipend above the current rate of pay for the Patrol Deputy assigned as the Fraud Prevention Investigation Deputy.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this MOU, including the relinquishment of certain legal rights, the parties hereby agree as follows:

1. **Fraud Prevention Investigation Deputy assignment.** The Fraud Prevention Investigation Deputy is an assignment and is not to be considered a promotion. The Patrol Deputy assigned to this position shall serve in that assignment at the discretion of the Sheriff.
2. **Employee's Current Pay Rate.** The Patrol Deputy who is assigned as the Fraud Prevention Investigation Deputy will receive a 5% stipend pay rate increase during the time of assignment, with said increase being applied to the otherwise incoming Hourly Pay rate for the to-be-assigned Employee.
3. **Discontinuation.** If, for any reason, the Sheriff chooses to remove the present Patrol Deputy from the Fraud Prevention Investigation Deputy assignment, the 5% stipend pay rate increase will cease at the time of reassignment. If refilling the Fraud Prevention Investigation Deputy assignment, the Sheriff may seek letters of interest from qualified applicants and re-assign the Fraud Prevention Investigation Deputy at his discretion.
4. **Subsequent Pay Changes.** The 5% stipend wage increase to the Fraud Prevention Investigation Deputy shall not affect other pay increases that will occur pursuant to the terms and/or schedules contained in the CBA. Any pay increases or decreases shall be calculated based on the employee's current base hourly rate.
5. **No Precedent or Past Practice.** Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the County and the Union. No party may submit this MOU in any proceeding as evidence of a precedent or practice.
6. **Equal Drafting.** In the event any party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the parties.
7. **Choice of Law and Severability.** This MOU shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any term or condition of this MOU found to be invalid, illegal, or unenforceable shall not render this MOU void or unenforceable. If any particular provision of this MOU shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such determination to sever and/or replace the invalid or unenforceable provision of this MOU to allow this MOU and the remaining provisions thereof, to be valid and unenforceable to the fullest extent

allowed by law.

8. **Entire Agreement.** This MOU constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the terms of the CBA. No changes to this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOU and represent that each have the authority to act on behalf of the parties to this MOU.

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO REVIEW THIS MOU WITH A REPRESENTATIVE OR LEGAL COUNSEL AND THAT IT UNDERSTANDS AND VOLUNTARILY AGREES TO BE LEGALLY BOUND BY ALL TERMS OF THE MOU.

COUNTY OF RENVILLE



Board Chair

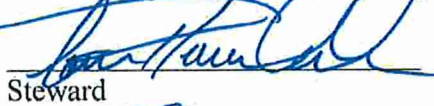

County Administrator


Sheriff

4-13-2021
Date

LAW ENFORCEMENT LABOR SERVICES


Business Agent


Steward


Steward

4-19-2021
Date

**MEMORANDUM OF UNDERSTANDING
DRUG TASK FORCE AGENT ASSIGNMENT**

This Memorandum of Understanding ("MOU") is entered into by and between the County of Renville ("County") and Law Enforcement Labor Services, Inc. ("Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement for the period of January 1, 2021 through December 31, 2023 ("CBA"), governing the general terms and conditions of employment for essential licensed public employees employed by the County; and

WHEREAS, the County has created the assignment of Drug Task Force Agent; and

WHEREAS, the County wishes to apply a 6% stipend above the current rate of pay for the Patrol Deputy assigned as the Drug Task Force Agent.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this MOU, including the relinquishment of certain legal rights, the parties hereby agree as follows:

1. **Drug Task Force Agent assignment.** The Drug Task Force Agent is a work assignment and is not to be considered a promotion or separate position. The Patrol Deputy assigned to this position shall serve in that assignment at the discretion of the Sheriff.
2. **Employee's Current Pay Rate.** The Patrol Deputy who is assigned as a Drug Task Force Agent will receive a 6% stipend pay rate increase during the time of assignment, to at least the minimum and not to exceed the maximum of the Grade 12 pay scale, with said increase being applied to the otherwise incoming Hourly Pay rate for the to-be-assigned Employee.
3. **Discontinuation.** If, for any reason, the Sheriff chooses to remove the present Patrol Deputy from the Drug Task Force Agent assignment, the 6% stipend pay rate increase will cease at the time of removal and reassignment to Patrol Deputy. If refilling the Drug Task Force Agent assignment, the Sheriff may choose to seek letters of interest from qualified applicants and re-assign the Drug Task Force Agent at his sole discretion. Filling and refilling the assignment shall not be subject to the grievance procedure.
4. **Subsequent Pay Changes.** The 6% stipend wage increase to the Drug Task Force Agent assignment shall not affect other pay increases that will occur pursuant to the terms and/or schedules contained in the CBA. Any pay increases or decreases shall be calculated based on the employee's base hourly rate.
5. **Removal from Assignment.** The parties agree that prior to being assigned as Drug Task Force Agent, the Deputy shall sign an agreement recognizing and agreeing that removal from the assignment is not subject to the grievance procedure or the provisions of the veterans preference act and that the deputy expressly waives any right to contest the removal from the assignment at any future date.
6. **No Precedent or Past Practice.** Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the County and the Union. No party may submit this MOU in any proceeding as evidence of a precedent or practice.

7. **Equal Drafting.** In the event any party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the parties.

8. **Choice of Law and Severability.** This MOU shall be construed and interpreted in accordance with the laws of the State of Minnesota. If any term or condition of this MOU found to be invalid, illegal, or unenforceable, the work assignment shall be deemed invalid and the Drug Task Force Agent shall revert to the patrol deputy position as the rate of pay for a patrol deputy as set forth in the collective bargaining agreement.

9. **Entire Agreement.** This MOU constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the terms of the CBA. No changes to this MOU are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this MOU and represent that each have the authority to act on behalf of the parties to this MOU.

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO REVIEW THIS MOU WITH A REPRESENTATIVE OR LEGAL COUNSEL AND THAT IT UNDERSTANDS AND VOLUNTARILY AGREES TO BE LEGALLY BOUND BY ALL TERMS OF THE MOU.

COUNTY OF RENVILLE

Bob Fox
Board Chair

[Signature]
County Administrator

[Signature]
Sheriff

4-13-2021
Date

LAW ENFORCEMENT LABOR SERVICES

[Signature]
Business Agent

[Signature]
Steward

[Signature]
Steward

4-19-2021
Date

**MEMORANDUM OF AGREEMENT
MSRS HCSP Contributions**

This Memorandum of Agreement ("Agreement") is entered into by and between Renville County (hereafter "County") and the exclusive representative of Law Enforcement Labor Services, Inc., ("Union"). The County and the Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, the County and the Union are parties to a Labor Agreement covering the term January 1, 2021 through December 31, 2023; and


WHEREAS, the County and the Union have agreed that employees will further utilize the MSRS Health Care Savings Plan (HCSP), currently referenced in the Labor Agreement only in Article 15.7, concerning sick time payout at the time of retirement; and

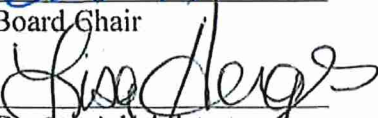
NOW THEREFORE, the parties agree as follows:


1. Effective upon execution of this MOA, employees shall start contributing 2.5% of their pay to their HCSP.
2. Any compensatory time due the employee at the end of the last pay period of the calendar year shall be deposited to their HCSP.
3. Any severance due to the Employee upon separation from employment (vacation, holiday, compensatory time, and sick leave) shall be deposited to their HCSP. In the event severance compensation is due an employee as the result of death prior to separation, the employee's spouse or estate shall receive the severance compensation on the employee's behalf.
4. Employees leaving employment who do not meet the age and service requirements necessary to be eligible for early or full PERA (Public Employees Retirement Association) retirement benefits shall have their sick leave severance paid with their last pay check as follows:
 - With fifteen (15) or more years of continuous service, 50% of available sick time up to 120 days (480 hours max) paid in cash.
 - With four (4) or more years of continuous service, 25% of available sick time up to 100 days (200 hours max) paid in cash.

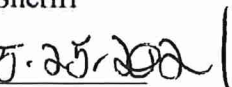
IN WITNESS WHEREOF, this Memorandum of Agreement has been executed on the dates set forth below by the respective signatures.

COUNTY OF RENVILLE



Board Chair


County Administrator


Sheriff

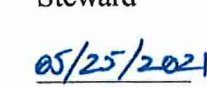

Date

LAW ENFORCEMENT LABOR SERVICES


Business Agent


Steward


Steward


Date