

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the Goodhue County (hereafter “County”) and Law Enforcement Labor Service, Inc. (hereafter “Union”) representing Edward Matul (hereafter “Grievant”).

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement, and the Grievant is a member of the bargaining unit represented by the Union; and

**WHEREAS**, on or about August 29, 2025, the County terminated the Grievant for misconduct, which termination is now rescinded pursuant to this Settlement Agreement; and

**WHEREAS**, the Union filed a grievance on behalf of the Grievant alleging the discipline was not for just cause; and

**WHEREAS**, the grievance has been processed through the grievance process; and

**WHEREAS**, the County and the Union desire to resolve the grievance and their respective disputes regarding the discipline imposed without further proceedings.

**NOW, THEREFORE**, the parties hereto have agreed as follows:

1. The County will reinstate the Grievant as a Patrol Deputy effective after the ratification of this Settlement Agreement and before the end of March 2026.

2. Upon his reinstatement, the Grievant will be assigned to a vacant patrol shift and will be eligible to participate in the next regularly scheduled shift and vacation bid.

3. The Grievant’s seniority upon his return to work in March of 2026 will reflect no break in service.

4. The Grievant will be issued a 2-day unpaid disciplinary suspension for misconduct as reflected in **Exhibit A** to this Settlement Agreement, served on August 30 and August 31, 2025, as reflected in Exhibit A. No other findings or alleged misconduct are incorporated.

5. The County will pay and the Grievant will receive a lump sum payment of \$27,910.68 representing four (4) months of backpay to be retroactively allocated to the period of November 1, 2025 to March 1, 2026. In order to preserve continuity of service credit with the Public Employees Retirement Association (PERA), the parties agree that the backpay shall be allocated to the above-referenced earning periods, subject to applicable payroll practices and PERA reporting requirements.

a. The \$27,910.68 lump sum payment is subject to normal state and federal withholdings and other regular deductions as required by law. This payment is made without the County’s opinions or advice on taxability

under the Internal Revenue Code or any state law or the Grievant's eligibility for PERA. The employee shall thereafter return to active service and resume normal payroll reporting beginning in March 2026.

The parties acknowledge that this allocation is intended to preserve continuity of service credit with PERA. PERA retains sole authority to determine eligibility for and calculation of service credit. The County agrees to report compensation in a manner consistent with this Settlement Agreement and applicable PERA reporting requirements and to cooperate in good faith in implementing this intent.

6. The County will reimburse the Grievant's vacation leave bank with the vacation leave accruals the Grievant would have accrued from the date of his termination through the date of his reinstatement.

7. The County will reimburse the Grievant's sick leave bank with the sick leave the Grievant had at the time of his termination and with the sick leave accruals the Grievant would have accrued from the date of his termination through the date of his reinstatement.

8. The Union agrees to withdraw with prejudice the grievance filed in association with the Grievant's termination referenced above.

9. The Union and the Grievant agree the County does not owe the Grievant anything in addition to the payment and benefits outlined in this Agreement.

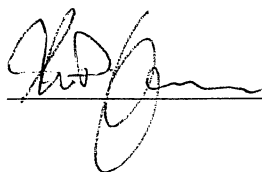
10. This Settlement Agreement is based upon the unique circumstances of the present grievance and shall not constitute a precedent with respect to any other claim, grievance or dispute arising between the County and the Union or any member of the bargaining unit covered by the collective bargaining agreement between the County and the Union.

11. This Settlement Agreement constitutes the full and complete agreement between the parties relating to the grievance filed on behalf of the Grievant.

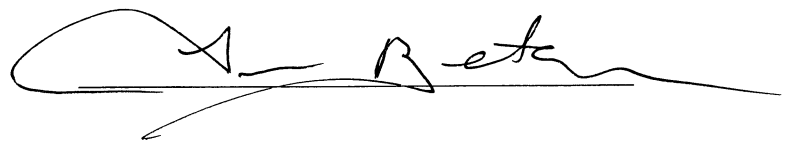
12. The parties acknowledge that they have read the foregoing Settlement Agreement and by signing below affirm that they fully understand and agree to be bound by its terms and conditions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Settlement Agreement to be executed this 17 day of March 2026.

FOR LELS



FOR GOODHUE COUNTY



TIM GANNON  
LEIS BUSINESS AGENT

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*Scott Oliver*

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EDWARD MATUL

*Edward Matul*      3/16/2026

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# EXHIBIT A



**Marty Kelly**  
Goodhue County Sheriff

430 West 6<sup>th</sup> Street  
Red Wing, MN 55066  
Office (651) 267.2600  
Dispatch (651) 385.3155

March 17, 2026

PERSONAL DELIVERY

Edward Matul  
360 13<sup>th</sup> ST East  
Zumbrota MN, 55992

Re: Notice of Unpaid Disciplinary Suspension

Dear Edward:

This is notice that the Goodhue County Sheriff's Office is issuing you an unpaid 2-day disciplinary suspension served on August 30 and August 31, 2025 for misconduct.

Specifically, an internal affairs investigation has substantiated that you engaged in off-duty misconduct in violation of Sheriff's Office Standards of Conduct Policy at a County sponsored Toward Zero Death (TZD) public event held at the Guilty Goose bar in Zumbrota, MN on May 31, 2025.

Your conduct was found to be inappropriate and will not be tolerated in the future. Further, or future incidents of misconduct will result in further disciplinary action, up to and including termination.

Sincerely,

Sheriff Marty Kelly

cc:

Personnel File  
Tim Gannon, LELS #91

## OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION  
CENTER  
651.267.2804

CIVIL DIVISION  
651.267.2601

RECORDS DIVISION  
651-267-2600

EMERGENCY  
MANAGEMENT  
651.267.2639

EMERGENCY  
COMMUNICATIONS  
651.385.3155

*An Equal Opportunity Employer*

My signature below acknowledges receipt of this notice.

*Edward Matul*

3/16/2026

Edward Matul

Date

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