



Board of County Commissioners Agenda Request

3A
Agenda Item #

Requested Meeting Date: October 24, 2023

Title of Item: Approve 2024-2026 LELS Supervisory Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Bobbie Danielson	Department: Human Resources	
Presenter (Name and Title): Bobbie Danielson, HR Director		Estimated Time Needed: 5 Min.
Summary of Issue: The negotiated 2024-2026 LELS Supervisory Agreement will be presented for approval.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve 2024-2026 LELS Supervisory Agreement		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

AGREEMENT

By and Between

AITKIN COUNTY



and

LAW ENFORCEMENT LABOR SERVICES



REPRESENTING:
SHERIFF'S OFFICE SUPERVISORY UNIT
LOCAL #504

January 1, 202~~4~~¹, through December 31, 202~~6~~³

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Will update table of contents and page #'s on final signature copy.

SHERIFF'S OFFICE SUPERVISORY UNIT

AGREEMENT

By and Between

AITKIN COUNTY

AND

**LAW ENFORCEMENT LABOR SERVICES, LOCAL #504
(Sheriff's Office Supervisory Unit)**

PREAMBLE

Aitkin County, hereinafter referred to as the "Employer" and Law Enforcement Labor Services, Local 504, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union", agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS

This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and the employees agree to carry it out fairly.

ARTICLE 1. RECOGNITION

- 1.1 Law Enforcement Labor Services, Inc. shall be recognized as the sole and exclusive representative for the Supervisory Unit as set forth in the Certification of Exclusive Representative, Case No. 22PRE0935 dated December 28, 2021 by the Bureau of Mediation Services, State of Minnesota, to with:

All essential supervisory employees employed by the Aitkin County Sheriff's Department, Aitkin, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding confidential and all other employees.

- 1.2 REPRESENTATION. The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of non-Union affiliation.
- 1.3 CHECKOFF. In recognition of the Union as the exclusive representative, the Employer shall deduct from the pay of all employees an amount sufficient to provide payment of initiation fees and dues established by the Union from the wages of all employees who expressly authorize, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated representative of Law Enforcement Labor Services, Inc.

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

- 1.4 TIME OFF. The Employer agrees to grant reasonable and necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other Official Union business, provided one (1) week's written notice is given to the Sheriff by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of individuals affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

The Employer will not pay any employee to come in on their scheduled time or day(s) off for negotiations, but when on-duty, the Employer will permit the Union's Negotiating Committee, comprised of up to two members of the bargaining unit, to appear at all negotiation meetings with the Employer without the loss of pay.

ARTICLE 2. VESTED RIGHT OF MANAGEMENT

The right to employ, transfer, direct and discipline employees and the management of the property and equipment of the Aitkin County is reserved and shall be vested exclusively in the County Board, including the sole authority of the County Board to define "cause" for management action. The County Board through authority vested through the Minnesota State Statutes shall have the right to determine how many individuals will be employed or retained together with the right to exercise full control and discipline in the proper conduct of its operation. The Aitkin County Board shall have the sole right to contract for any work it chooses, and direct employees to perform such work wherever located in its jurisdiction. The County Board shall have the exclusive right to determine the hours of employment and the length of the work week and to make changes in the detail of the employment of the various employees from time to time as is deemed necessary for the efficient operation of the Sheriff's ~~Department~~Office, and the Union and the members agree to cooperate with the County Board in all respects to promote the efficient operation of the Sheriff's ~~Office~~Department. The Union will be notified by the County Board of any said changes or adjustments. The provisions of this Article are subject to the procedural rights of the employees as set forth in the other Articles contained in this Agreement.

ARTICLE 3. EMPLOYMENT STATUS

A regular employee is hereby defined as a person hired to fill a full-time permanent position.

ARTICLE 4. PROBATION

- 4.1 PROBATION. All employees newly hired in a position covered by this Agreement, except the position of Undersheriff, shall serve a one (1) year probationary period of continuous service. During such probationary period they shall be subject to dismissal for any reason without recourse to the grievance procedure.

Employees who have completed their probationary period as outlined for the Deputy/Jailer Dispatcher Bargaining Unit shall be entitled to immediate coverages for all benefits upon transfer to a position within the Supervisory Unit.

- 4.2 TRANSFER OF EMPLOYEES FROM LICENSED ESSENTIAL UNIT. Any employee who is appointed to the position of Undersheriff shall be on a leave of absence from the Licensed Essential Unit without pay for up to ten (10) years. All accrued ~~vaeation~~PTO, personal leave, and sick leave shall carry forward with them to the Supervisory Unit. Their bargaining unit seniority shall be tolled (frozen) and remain with the Licensed Essential Unit until the Undersheriff returns to the Licensed Essential Unit.
- 4.3 TERMINATION OF APPOINTMENT – UNDERSHERIFF. The Undersheriff serves in a unique position of trust and in a confidential relationship with the Sheriff. The parties therefore agree that the Sheriff may terminate the appointment of the Undersheriff at any time, upon written notice and without cause. The parties further agree that termination of the appointment of the Undersheriff is not and shall not be construed as disciplinary action, and said termination of appointment is not subject to the grievance procedure of this Agreement. Upon termination of appointment, the Undersheriff may elect to return to the previous position held in an Aitkin County non-supervisory bargaining unit as outlined in Article 4.2 above, provided he/she holds more seniority in that bargaining unit than the least senior employee in the applicable job class. Termination from employment with Aitkin County is subject to the Grievance Procedure.

ARTICLE 5. EXPENSES/LOSS OR DAMAGE

- 5.1 EXPENSES. In accordance with the established policy of the County of Aitkin on presentation of expense report with receipts, all employees, when away from their homes overnight because of their duty, or outside the County, shall be reimbursed for food and lodging expenses during their absence.
- 5.2 LOSS OR DAMAGE. Employees shall not be charged for loss or damage to equipment unless clear proof of negligence is shown. This Article is not to be construed as applying to charging for normal usage or wear and tear on equipment.

ARTICLE 6. UNIFORMS AND POST LICENSE

The County agrees to supply to all regular full-time employees, three (3) winter and three (3) summer uniforms. Replacements will be furnished when needed.

The Employer shall contribute 100% of the cost of the license fee required by the Minnesota Peace Officer Standards and Training Board (POST) when licensure is required by the Employer.

The employer will agree to provide a safety footwear allowance for the Undersheriff of up to \$195.00 per calendar year, upon submission of receipt, to be used specifically for or towards safety footwear.

ARTICLE 7. MEDICAL EXAMINATIONS

Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees shall receive their regular compensation and shall not be deducted pay for time spent during an examination required by the Employer. If the employee disagrees with the results of the medial examination required by the Employer, the employee may be examined by a doctor chosen by the employee or the Union. The Employer shall not be required to pay for said examination. Any further examinations shall only be done in accordance with disability law.

ARTICLE 8. WORK HOURS

The Sheriff's ~~Department Office~~ maintains the facilities on a twenty-four (24) hour a day basis. Supervisory personnel may be required to respond on a twenty-four (24) hour a day basis. The normal work week is forty (40) hours. However, it is expected that employees will provide service necessary to carry out the functions of the position. This includes weekends and nights as required.

ARTICLE 9. PAY PERIOD

All employees covered by this Agreement shall be paid bi-weekly on Friday for work performed during the previous pay period. If a holiday falls on Friday, pay day will be the last workday before the holiday. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 10. LEAVES OF ABSENCE

- 10.1 FAMILY AND MEDICAL LEAVE. Eligible employees will be granted FMLA in accordance with legal mandates and County policy.
- 10.2 LEAVE OF ABSENCE. Any employee desiring leave of absence from his or her employment shall secure written permission from the County Administrator. Except as required by law, the maximum leave of absence shall be two (2) thirty (30) day periods and may be extended for like periods upon approval of the County Administrator. During the period of absence, the employee shall not engage in gainful employment. An employee who engages in gainful employment while on a leave of absence shall be deemed to have voluntarily quit employment with Aitkin County. The employee must make suitable arrangements for continuation of health insurance, union dues, and other benefit payments before the leave may be approved by the Employer.
- 10.3 PERSONAL LEAVE. Full-time (probationary and non-probationary) employees shall be granted nine (9) hours of personal leave each quarter, and may accumulate up to thirty-six (36) hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

10.4 **BEREAVEMENT LEAVE.** Full-time (probationary and non-probationary) employees will be allowed a maximum of three (3) days (24 hours) leave without loss of pay when a death occurs in an employee's family, which shall be construed in this section to mean spouse, life partner, child, stepchild, parent, stepparent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Two (2) additional days (16 hours) may be allowed when extensive travel is necessary (greater than 250 miles one way), subject to the approval of the Employer. Additional time, if needed, may be allowed by the Employer, but such additional time in excess of the five (5) days (40 hours) provided above shall be charged against the employee's sick leave.

ARTICLE 11. HOLIDAYS

All regular full-time employees (probationary and non-probationary) shall be entitled to eight (8) hours of holiday pay for the following holidays:

New Year's Day	Labor Day
Presidents Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
<u>Juneteenth (June 19)</u>	Christmas Day
Fourth of July	

When any of the above-named holidays fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday.

Employees shall be entitled to four (4) hours of holiday pay for Christmas Eve only in the years when the holiday falls on a Monday through Thursday. If Christmas Eve falls on a Friday, Saturday or Sunday there is no holiday pay provided.

ARTICLE 12. VACATIONS

This Vacations Article 12 will expire at the end of the day 1/13/2024, prior to PTO being implemented on 1/14/2024 (start of the first full pay period). Employees vacation banks will be transferred to their PTO bank on 1/14/2024.

12.1 Regular full-time employees shall be granted vacation based on length of County employment as follows:

<u>Completed Years of Service</u>	<u>Rate of Accumulation of Vacation Days Per Month of Work</u>	<u>Working Days Employee May Earn as Vacation Per Year</u>
0-3	1.0	12
3-5	1.25	15
5-10	1.50	18

10-15	1.75	21
15+	2.0	24

Upon termination of employment, permanent employees shall be paid for any accumulated vacation credits, unless the employee is terminated for just cause.

- 12.2 **MAXIMUM ACCRUAL.** Employees are expected to use their accumulated vacation within the year of accrual. Vacation leave may be accumulated up to a maximum of 280 hours. Vacation hours over 280 hour maximum shall be forfeited as accumulated on a monthly basis until such time as the employee is below the 280 hour maximum.
- 12.3 **VACATION CASH OUT.** Employees who have used at least twelve (12) vacation days in the previous twelve (12) month period may elect pay in lieu of accumulated vacation hours, for up to ten (10) days once in any calendar year.

Article 12A PTO / Extended Sick Leave (new section, effective 1/14/2024, start of first full pay period).

Effective 1/14/2024, employees will receive PTO that will accrue on a per payroll period basis. Full-time (probationary and non-probationary) employees shall accrue PTO benefits based on the following table:

<u>Annual Completed Years of Service</u>	<u>Rate of Accumulation (Hours per Month)</u>	<u>Annual Hours of PTO</u>
<u>0</u>	<u>16</u> <u>(New full-time employees will be provided 40 hours of PTO at time of hire so their rate of accumulation for the first year will be adjusted accordingly.)</u>	<u>192</u>
<u>3</u>	<u>18</u>	<u>216</u>
<u>5</u>	<u>20</u>	<u>240</u>
<u>10</u>	<u>22</u>	<u>264</u>
<u>15+</u>	<u>24</u>	<u>288</u>

Employees who have used at least 80 PTO hours in the previous twelve-month period may elect pay in lieu of PTO for up to 120 hours once in any calendar year. For FLSA non-exempt (hourly paid) employees, such PTO cash out will not be counted as hours worked for the purpose of computing overtime.

Employees may accrue up to a maximum of 280 hours PTO.

For FLSA non-exempt (hourly paid) employees, all PTO hours count as time worked for the purpose of overtime computation. (Holidays, comp time, personal leave, and extended sick bank hours do not count towards the computation of overtime.)

Upon separation of service, the employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated because of an illegal act regardless of whether any legal remedies are pursued or whether any conviction results. In the event of the death of an employee, the employee's accumulated PTO credits shall be paid to the employee's estate.

For employees who have met age and service requirements necessary to receive an annuity from PERA or who are receiving a disability benefit from PERA, the County will deposit 100% of the employee's accrued but unused PTO into a MSRS HCSP account upon retirement or resignation in good standing.

Commented [BJD1]: Ok, per Rick 9/27/2023.

Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service. At no time can the extended sick leave bank exceed 960 hours for employees hired on or before September 1, 2023 or 720 hours for employees hired after September 1, 2023. PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 12A, Section 2.

Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO per calendar year, in accordance with county policy. Seasonal and temporary employees are not eligible to accrue PTO benefits.

PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee during a leave of absence without pay, suspension without pay, or time otherwise not paid.

In order to assure the orderly performance and continuity of services provided, employees wishing to schedule a vacation should request PTO as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. Requests for PTO usage shall be granted by the Department Head or designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of services. It may be necessary to limit the number of employees taking vacation at the same time or during an event or particular period of time. Such requests, however, shall not arbitrarily be denied.

Requests for vacation will be processed giving preference to the order in which the requests are received. In the event requests are received at the same time for the same vacation period, then time-in-department will be the determining factor.

Probationary employees may use accrued PTO with supervisory approval.

Section 2. Extended Sick Leave Bank / Care Of Relatives

Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as; spouse, child, stepchild, adult child, parent, stepparent, mother-in-law, father-in-law, or grandchild. To the extent that state statute (§181.9413) or regulations change, this policy shall be construed as consistent with those changes.

Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

An employee must notify the employee's supervisor of sick leave usage prior to the employee's starting time, unless an emergency prevents the employee from doing so. Failure to give such notice may be cause for disciplinary action.

The County reserves the right to require written medical certification from an employee.

In the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee the Department Head or Supervisor may require a medical statement from an appropriate medical authority before granting sick leave, as well as verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.

ARTICLE 13. SICK LEAVE BENEFITS/CARE OF RELATIVES

This Sick Leave Benefits/Care of Relatives Article 13 will expire at the end of the day 1/13/2024, prior to PTO/Extended Sick being implemented on 1/14/2024 (the first full pay period). Employees sick leave banks will be transferred to their extended sick leave bank on 1/14/2024.

Full-time (probationary and non-probationary) employees are allowed to accumulate sick leave at the rate of eight (8) hours per month of continuous employment. Employees are allowed to accumulate up to a maximum of 960 hours (120 working days) of sick leave. Upon separation, employees shall not be paid for any unused sick leave.

Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as; spouse, child, stepchild, adult child, parent, stepparent, mother-in-law, father-in-law, or grandchild. The County Sheriff or designee, at his/her discretion, may require a doctor's certificate showing the nature of an injury or illness.

Sick leave may be used because of illness or injury of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

The County may require a doctor's certificate for the need of an employee's absence.

Employees who have completed their probationary period as outlined for the Deputy/Jailer Bargaining Unit shall be entitled to immediate coverages for all sick leave benefits upon transfer to a position within the Supervisory Unit.

ARTICLE 14. RETIREMENT

The parties agree and understand that PERA retirement benefits are governed by Minnesota statutes.

ARTICLE 15. INSURANCE AND BONDS

15.1 GROUP HEALTH INSURANCE. The Employer agrees to offer a Group Health Insurance plan equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

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

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

HSA Compatible Plan	Employer's Share of the Premium per month	Employee's Share of the Premium per month
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Single	\$618.10 697.48 per month for 2024 1 . \$675.74 per month To be determined for 2025 2 . \$ To be determined for 2026 3	\$0/month for 2024 1 . \$0/month for 2025 2 . \$0/month for 2026 3 .
Single + 1	\$1,211.04 1,318.52 per month for 2024 1 . \$1,293.52 per month To be determined for 2025 2 . \$ To be determined for 2026 3	\$360.19 0.00/month for 2024 1 . \$435.26 0.00/month for 2025 2 . \$460.34 0.00/month for 2026 3 . ***
Family	\$1,441.38 1,569.20 per month for 2024 1 . \$1,529.80 per month To be determined for 2025 2 . \$ To be determined for 2026 3	\$510.36 0.00/month for 2024 1 . \$585.41 0.00/month for 2025 2 . \$610.46 0.00/month for 2026 3 . ***

***For 2024, 2025, and 2026~~3~~, the employer and employee will split the premium increase or decrease 50:50, up to a maximum of \$50.00 per month each year of the contract, not to exceed the numbers above.

The Employer's contribution shall not exceed the cost of the premium.

The employer may offer a waiver plan by county policy.

The employee may "buy up" to available higher cost plans by paying the premium difference. However, note, there is no employer HSA contribution offered on the higher cost plans.

Effective June 1, 2021, the Employer shall make a contribution to each eligible employee's HSA account, pro-rated by pay period [over 24 pay periods per calendar year], as follows:

Single	\$2,260 per year, pro-rated by pay period
Single + 1	\$3,260 per year, pro-rated by pay period
Family	\$3,260 per year, pro-rated by pay period

Eligible employees will receive a pro-rated HSA contribution for all pay periods in which the employee is in a compensated payroll status or on FMLA.

The Employer shall be obligated to make only one (1) HSA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

15.2 LIABILITY INSURANCE. The County of Aitkin agrees to furnish, at no cost to the employee, liability insurance to protect officers in amounts equal to the County's statutory liability for claims where the County has a duty of indemnification pursuant to Minnesota Statute Section §466.07.

15.3 LIFE INSURANCE. The County Board agrees to provide and pay for a life insurance policy of \$25,000.00 for all employees and to provide life insurance coverage in the amount of \$15,000.00 for their spouses and dependents to age 26, subject to carrier restrictions.

15.4 BONDS AND PREMIUMS. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any standard premium involved shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement.

If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her bonding requirements. Standard premiums only on said bond to be paid by the Employer. The standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium to be paid by the employee.

15.5 LONG TERM DISABILITY. The Employer shall provide Long Term Disability Insurance reimbursement for full-time permanent employees in accordance with the Personnel Policy. Part-time employees are not eligible for LTD.

Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

ARTICLE 16. INDIVIDUAL AGREEMENT

The Employer agrees not to enter into any contract or agreement with any employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 17. GRIEVANCE PROCEDURE

17.1 Crucial to the cooperative spirit with which this Agreement is made and in the sense of fairness and justice brought by the parties to the adjudicator of employee grievance, should an employee feel that their rights and privileges under this Agreement have been violated, they shall consult with their Union Steward. The Steward shall arrange for a Step 1 grievance meeting. Discharges shall be handled as specified in Article 19, except as provided in Article 4 of this Agreement. Any such dispute, complaint or grievance shall be deemed to have been waived if not presented in writing by the aggrieved employee within ~~fourteen-twenty-one~~ (21) calendar days following the known occurrence out of which the grievance arose or from the first date of which the grievance could reasonably be assumed to be known.

Any controversy arising out of the interpretation of, or adherence to, the terms and provisions of this Agreement shall be settled by the grievance procedure hereinafter set forth: Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of

either party with any of its obligations under this Agreement, or should there be any complaint or grievance by an employee, the Union or the Employer, an earnest effort shall be made to settle such differences immediately under the following procedure:

Step 1. Between the employee affected, Steward, and Human Resources Director.

Step 2. Should the Union feel that the reply of the Human Resources Director is unsatisfactory, the Union shall immediately submit the facts in writing to the County Administrator. The parties shall arrange for a meeting within five (5) calendar days for negotiation of the issue. If the parties desire, a representative of the Union and a representative of the Employer shall attend said meetings. If the issue remains unresolved it shall be submitted within ten (10) calendar days to arbitration in accordance with Step 3.

Step 3. Any dispute, difference or grievance relative to the interpretation of or adherence to the terms of this Agreement which has not been concluded through the above procedure within ten (10) calendar days after reduction in writing in the manner hereinabove provided, the matter may be referred by either party within five (5) calendar days to arbitration. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute §626.892. For all other grievances, a neutral arbitrator may be mutually agreed upon by the representatives of the parties. Should the representatives of the Union and the Employer fail to agree upon a neutral arbitrator within five (5) additional calendar days, the neutral arbitrator shall be appointed as follows:

- 17.2 ARBITRATOR'S AUTHORITY. The Commissioner of the Minnesota Bureau of Mediation Services shall be called upon to submit a panel of seven (7) neutral arbitrators. After said panel has been submitted to the parties by the Bureau of Mediation Services, the Neutral arbitrator shall be selected by striking six (6) names. The first strike to be determined by drawing lots, the seventh remaining name shall be the neutral arbitrator. The decision of the arbitrator shall be final and binding on the Union, the Employer and any employee affected in a controversy so settled. If either party fails to abide by the decision of the arbitrator, the parties will then be allowed to use whatever legal recourse they deem necessary. The Union and the Employer shall share equally any cost for the arbitrator. The arbitrator shall not add to, subtract from, or vary the terms of this Agreement. The arbitrator shall only determine issues submitted in writing. All decisions must be rendered in accordance with the language of this Agreement or written interpretation pertaining thereto signed by the parties to this Agreement or their representatives.

For grievance matters involving a peace officer's written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.

- 17.3 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 Union in each step.

- 17.4 **CHOICE OF REMEDY.** If as a result of the written Employer response in Step 2 the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of this grievance procedure or to another procedure such as Veterans Preference or Fair Employment. If appealed to any procedure other than Step 3, the grievance shall not be subject to the arbitration procedure provided in Step 3. The aggrieved employee shall indicate in writing which procedure is to be used – Step 3 of this grievance procedure or an alternative procedure. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission unless allowed by law.

ARTICLE 18. DISCIPLINE

- 18.1 Disciplinary action, including oral reprimand, written reprimand, suspension without pay, demotion, or discharge, may be imposed upon an employee for just cause. Any disciplinary action imposed may be processed as a grievance through the grievance procedure outlined in Article 11. Oral reprimands may not be processed beyond Step 3 of the grievance procedure.
- 18.2 Employees have a right to make a clear request for union representation before or during an investigatory interview if the discussion could in any way lead to their being disciplined or terminated.

ARTICLE 19. DISCHARGE AND LOUDERMILL HEARING

This Article 19 shall pertain to discharge cases only, except as provided in Article 4 of this Agreement.

- 19.1 An action to discharge an employee shall be taken by the appointing authority only after a Loudermill Hearing has been held between the designated Union representative and employee, and the County Administrator, or the Employee has waived their Loudermill rights. The employee and the Union shall be given written notice of the charges against the employee, a detailed summary of the underlying investigation, if any, and of the Loudermill Hearing date and time at least ten (10) calendar days prior to the meeting. The Union and the employee shall be present at the meeting, and the Union shall present information relevant to the proposed discharge and may present witnesses and evidence. The Sheriff and/or Human Resources Director shall have the right to present information, witnesses and evidence at the meeting. This meeting shall be in lieu of Step 1 of the Grievance Procedure set forth in Article 17 of this Agreement.

19.2 In the event the appointing authority proceeds to discharge, then a grievance relating to discharge shall be filed at Step 2 of the Grievance Procedure within ten (10) working days of the date of the discharge action.

ARTICLE 20. SAVINGS AND SEPARABILITY CLAUSE

If any Articles or Section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, or if any Article, Section or rider is contrary to a state or federal administrative ruling or in violation of state or federal legislation or administrative regulations, the remainder of this contract and any rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it had been held invalid or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate Collective Bargaining negotiations, upon the request of the Union or the County, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 21. WAGES

21.1 **Effective January 1, 2024**, employees covered by this Agreement shall be paid in accordance with Appendix A. Employees whose wage is below the maximum of the appropriate pay range will receive 5% within range movement, not to exceed the maximum.

Commented [BJD2]: Rick, see also MOU to 2021-2023 Agreement for market adjustments and retention bonuses to be effective 11/19/2023.

~~In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.~~

Effective January 1, 2025, employees covered by this Agreement shall be paid in accordance with Appendix A. Employees whose wage is below the maximum of the appropriate pay range will receive 5% within range movement, not to exceed the maximum.

Effective March 1, 2025, Undersheriff Heidi Lenk will receive a 1% retention bonus (pay adjustment).

~~Effective March 1, 2025, Undersheriff Heidi Lenk will receive a 1% retention bonus (pay adjustment).~~

Effective January 1, 2026, employees covered by this Agreement shall be paid in accordance with Appendix A. Employees whose wage is below the maximum of the appropriate pay range will receive 5% within range movement, not to exceed the maximum.

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

~~Employees will remain on the Open Range Scale through December 31, 2023 at which point the Union may elect to convert to the pay schedule attached as Appendix B. No~~

~~Employee shall move to a lesser rate of pay if the Open Range Scale is not retained after December 31, 2023.~~

21.2 Within Range Movement Guarantee Effective January 1, 2027. While on the Open Range pay scale, all employees not at the maximum pay shall receive a minimum of a 2% within range movement on January 1, not to exceed the maximum pay. This 2% within range movement guarantee does not apply if the State of Minnesota institutes a levy limitation during the term of this Agreement. If the State of Minnesota institutes a levy limitation, this clause shall be reopened for negotiation. If the Open Range pay scale is eliminated, the 2% language shall not apply.

~~While on the Open Range Scale, employees whose wage is below the maximum of the~~

21.3 The Employer does not consider the Open Range Scale to include any elements of pay for performance. If the employer desires to move to a pay for performance system in the future it must be negotiated with the Union. There is no guarantee that the Union will agree to a pay for performance system.

21.4 All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

21.5 Overtime Hours. Overtime compensation will be based on status under the Fair Labor Standards Act. All non-exempt employees who are assigned by the Employer to work in excess of forty (40) hours in a work week shall be compensated for such overtime hours at the rate of one and one-half (1 ½) times the regular straight time rate of pay.

21.6 Termination. Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive wage adjustments.

21.7 Reclassification and Promotion: Employees who move to a position of a higher grade shall receive a minimum increase of 5% or \$1.00 per hour (whichever is greater), not to exceed the maximum, or be less than the minimum rate, and will be placed into the range of the next pay grade in this bargaining unit.

~~An employee who is promoted to a higher paid classification shall be placed on the step that results in at least a \$0.25 per hour increase (or \$520/year increase for full-time salaried/FLSA-exempt positions). Thereafter, the employee would receive increases as provided for by the Agreement.~~

21.8 Involuntary Demotion: An employee who is demoted to a lower paid classification will be placed into the lower classification at the same percentile of the scale, not to exceed the Maximum. Thereafter, the employee will receive within range movement as provided for by this Agreement. *(For example: a Grade 9 employee who is paid 25% higher than the Grade 9 minimum will move to the Grade 8 classification and be paid 25% higher than the Grade 8 minimum. Or, a Grade 9 employee who is paid at the Grade 9 maximum, will move to the Grade 8 classification and be paid at the Grade 8 maximum.)* This language does not apply to voluntary demotions when an employee applies for a new position in a lower graded classification.

~~An employee whose job classification is upgraded will be placed on the step in the new pay range that results in at least a \$0.75 per hour increase (or \$1,560/year increase for full-time salaried/FLSA-exempt positions).~~

ARTICLE 22. MSRS HCSP

22.1 All employees (probationary and non-probationary) will contribute the following amount to the MSRS HCSP: ~~\$100~~75.00 per paycheck.

22.2 *This section applies only to employees who were hired on or before April 1, 2008, after completion of ten (10) years continuous service, and who were eligible for severance pay under either the Licensed Essential bargaining agreement or the Non-Licensed Essential bargaining agreement prior to promotion to this Law Enforcement Labor Services Supervisory unit:* For employees who have met age and service requirements necessary to receive an annuity from PERA or who are receiving a disability benefit from PERA, the County will deposit 100% of the employee's severance pay and accrued but unused vacation/PTO into a MSRS HCSP account upon retirement or resignation in good standing.

ARTICLE 23. INDEMNIFICATION

Should future amendment to Minn. Stat. §471.44 or §466.07 impact employees' terms and conditions of employment, the Union or Employer may elect to re-open the Labor Agreement to meet and negotiate.

ARTICLE 24. EXPIRATION

The period of this Agreement shall be from the 1st day of January, 2024~~1~~, until the 31st day of December, 2026~~3~~, and shall continue in full force and effect from year to year thereafter, unless written notice of intention to terminate or modify this Agreement is given by either party to the other party sixty (60) days prior to the date of expiration or any anniversary thereof. Such notice may be delivered personally or by certified mail and if by mail, the notice must be received sixty (60) days prior to the expiration or anniversary date thereof. If the notice is to terminate, this Agreement shall then terminate on the anniversary date next following. If the notice is to change or modify, such notice shall specify the changes or modifications demanded.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of June, 2022.

AITKIN COUNTY BOARD OF COMMISSIONERS

By: _____
Chairperson

By: _____
County Administrator

By: _____
Human Resources Director

LAW ENFORCEMENT LABOR SERVICES, LOCAL # 504

By: _____
Secretary-Treasurer, Local No. 504

By: _____
President, Local No. 504

By: _____
Business Agent

Law Enforcement Labor Services Supervisory Unit
January 1, 2024

Undersheriff, Grade 15
Jail Administrator, Grade 14
Assistant Jail Administrator, Grade 10
Dispatch Supervisor / Co-Jail Program Coordinator, Grade 9
STS Coordinator / Co-Jail Program Coordinator, Grade 7

APPENDIX A
Wage Schedules

OPEN RANGE SCALE FOR JANUARY 1, 2024

Grade	MIN		MAX	
	FLSA Non-Exempt	FLSA Exempt	FLSA Non-Exempt	FLSA Exempt
20	\$ 52.94	\$ 73.15	\$110,117.23	\$152,157.37
19	\$ 50.98	\$ 70.44	\$106,046.60	\$146,512.62
18	\$ 49.03	\$ 67.72	\$101,975.98	\$140,867.87
17	\$ 47.07	\$ 65.01	\$ 97,905.35	\$135,223.12
16	\$ 45.11	\$ 62.30	\$ 93,834.73	\$129,578.37
15	\$ 43.16	\$ 59.58	\$ 89,764.10	\$123,933.62
14	\$ 41.20	\$ 56.87	\$ 85,693.48	\$118,288.87
13	\$ 39.24	\$ 54.16	\$ 81,622.85	\$112,644.12
12	\$ 37.28	\$ 51.44	\$ 77,552.23	\$106,999.37
11	\$ 35.33	\$ 48.73	\$ 73,481.61	\$101,354.62
10	\$ 33.37	\$ 46.01	\$ 69,410.98	\$ 95,709.87
9	\$ 31.41	\$ 43.30	\$ 65,340.35	\$ 90,065.12
8	\$ 29.45	\$ 40.59	\$ 61,269.72	\$ 84,420.37
7	\$ 27.49	\$ 37.87	\$ 57,199.09	\$ 78,775.62
6	\$ 25.53	\$ 35.16	\$ 53,128.46	\$ 73,130.87
5	\$ 23.57	\$ 32.45	\$ 49,057.83	\$ 67,486.12
4	\$ 21.61	\$ 29.73	\$ 44,987.20	\$ 61,841.37
3	\$ 19.65	\$ 27.02	\$ 40,916.57	\$ 56,196.62
2	\$ 17.69	\$ 24.30	\$ 36,845.94	\$ 50,551.87
1	\$ 15.73	\$ 21.59	\$ 32,775.31	\$ 44,907.12

OPEN RANGE SCALE FOR JANUARY 1, 2025

Grade	MIN		MAX	
	FLSA Non-Exempt	FLSA Exempt	FLSA Non-Exempt	FLSA Exempt
20	\$ 55.06	\$ 76.08	\$114,521.92	\$158,243.67
19	\$ 53.02	\$ 73.26	\$110,288.47	\$152,379.13
18	\$ 50.99	\$ 70.43	\$106,055.02	\$146,502.59
17	\$ 48.95	\$ 67.61	\$101,821.57	\$140,632.05
16	\$ 46.92	\$ 64.79	\$ 97,588.12	\$134,761.51
15	\$ 44.88	\$ 61.97	\$ 93,354.67	\$128,890.97
14	\$ 42.85	\$ 59.14	\$ 89,121.22	\$123,020.43
13	\$ 40.81	\$ 56.32	\$ 84,887.77	\$117,149.89
12	\$ 38.78	\$ 53.50	\$ 80,654.32	\$111,279.35
11	\$ 36.74	\$ 50.68	\$ 76,420.87	\$105,408.81
10	\$ 34.71	\$ 47.85	\$ 72,187.42	\$ 99,538.27
9	\$ 32.67	\$ 45.03	\$ 67,945.39	\$ 93,667.73
8	\$ 30.63	\$ 42.21	\$ 63,710.50	\$ 87,797.19
7	\$ 28.59	\$ 39.39	\$ 59,475.61	\$ 81,926.65
6	\$ 26.57	\$ 36.57	\$ 55,240.72	\$ 76,056.11
5	\$ 24.53	\$ 33.74	\$ 51,029.23	\$ 70,185.57
4	\$ 22.50	\$ 30.92	\$ 46,794.34	\$ 64,315.03
3	\$ 20.46	\$ 28.10	\$ 42,559.45	\$ 58,444.49
2	\$ 18.43	\$ 25.28	\$ 38,324.57	\$ 52,573.95
1	\$ 16.39	\$ 22.45	\$ 34,089.68	\$ 46,703.41

Appendix A continued on next page.

APPENDIX A, Continued
Wage Schedules

OPEN RANGE SCALE FOR JANUARY 1, 2026

Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt	
20	\$ 57.26	\$ 79.12	\$119,102.79	\$164,573.41
19	\$ 55.14	\$ 76.19	\$114,700.01	\$158,468.05
18	\$ 53.03	\$ 73.25	\$110,297.22	\$152,362.69
17	\$ 50.91	\$ 70.32	\$105,894.43	\$146,257.33
16	\$ 48.79	\$ 67.38	\$101,491.64	\$140,151.97
15	\$ 46.68	\$ 64.45	\$ 97,088.86	\$134,046.60
14	\$ 44.56	\$ 61.51	\$ 92,686.07	\$127,941.24
13	\$ 42.44	\$ 58.57	\$ 88,283.28	\$121,835.88
12	\$ 40.33	\$ 55.64	\$ 83,880.49	\$115,730.52
11	\$ 38.21	\$ 52.70	\$ 79,477.70	\$109,625.16
10	\$ 36.09	\$ 49.77	\$ 75,074.92	\$103,519.80
9	\$ 33.97	\$ 46.83	\$ 70,663.20	\$ 97,414.44
8	\$ 31.86	\$ 43.90	\$ 66,258.92	\$ 91,309.07
7	\$ 29.74	\$ 40.96	\$ 61,854.63	\$ 85,203.71
6	\$ 27.63	\$ 38.03	\$ 57,474.68	\$ 79,098.35
5	\$ 25.51	\$ 35.09	\$ 53,070.40	\$ 72,992.99
4	\$ 23.40	\$ 32.16	\$ 48,666.12	\$ 66,887.63
3	\$ 21.28	\$ 29.22	\$ 44,261.83	\$ 60,782.27
2	\$ 19.16	\$ 26.29	\$ 39,857.55	\$ 54,676.90
1	\$ 17.04	\$ 23.35	\$ 35,453.27	\$ 48,571.54

Employee Name	1/1/2024 5% WIRM	1/1/2025 5% WIRM	3/1/2025 1%	1/1/2026 6% WIRM
			RETENTION BONUS HEIDI LENK	
EDDY ELIZABETH	\$ 80,850.00	\$ 84,892.50	N/A	\$ 89,986.05
ERICKSON PATRICE	\$ 76,320.24	\$ 80,136.25	N/A	\$ 84,944.42
LENK HEIDI	\$ 114,437.77	\$ 120,159.66	\$ 121,361.26	\$ 128,642.93
SCOLLARD PATRICK	\$ 35.37	\$ 37.14	N/A	\$ 39.37
WHITE KARLA	\$ 101,699.70	\$ 106,784.69	N/A	\$ 113,191.77

APPENDIX B

MEMORANDUM OF AGREEMENT (EARLY RETIREMENT INCENTIVE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Law Enforcement Labor Services Local Union No. 504 (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2024-2026 collective bargaining agreement, the parties discussed early retirement incentives; and

WHEREAS, the employer incorporated an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019.

NOW, THEREFORE, the parties agree as follows:

1. Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2024, 2025, and 2026 will have the opportunity to participate.
2. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this 14th day of ~~October~~ June, 2023.

FOR LOCAL NO. 504:

FOR COUNTY OF AITKIN:

Secretary/Treasurer, Local No. 504

Chairperson,
Aitkin County Board of Commissioners

President, Local No. 504

County Administrator

Business Agent

Human Resources Director

MEMORANDUM OF AGREEMENT
(PERSONAL LEAVE MOA FOR CALENDAR YEAR 2024)

This Memorandum of Agreement is entered into between the County of Aitkin (hereafter "County") and Law Enforcement Labor Services, Inc. (hereafter "Union").

WHEREAS, the County and the Union are parties to a Labor Agreement in effect from January 1, 2024, through December 31, 2026, and

WHEREAS, the County is experiencing high staff turnover in its County Jail and Dispatch Center; and

WHEREAS, Article 10, Section 10.3, of the collective bargaining agreement grants full-time employees nine (9) hours of personal leave each quarter, and allows them to accumulate up to thirty-six (36) hours of personal leave at any given time; and

WHEREAS, some supervisory employees are at or near their personal leave accrual maximum of 36 hours and are concerned about forfeiting personal leave time;

NOW, THEREFORE, the County and the Union agree as follows:

1. For calendar year 2024, employees covered by the LELS Supervisory Agreement will be allowed to accumulate more than 36 hours of personal leave at any given time if use of their personal leave is denied by their supervisor due to staffing issues.

This Personal Leave accrual max modification for FLSA Exempt and FLSA Non-exempt Employees will expire on December 31, 2024.

2. Any personal leave hours above the maximum accrual on January 1, 2025 will be forfeited. (Note: Employees will want to ensure their personal leave bank does not exceed 27 hours on December 31, 2024, so they can receive their 9 hour allotment on January 1, 2025, without forfeiting personal leave hours.)

3. The County and Union agree this MOA shall not set a precedent with regard to any future matters between the parties.

4. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

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

AITKIN COUNTY

LAW ENFORCEMENT LABOR SERVICES, INC.

Chairperson _____ Date _____ Business Agent _____ Date _____

County Administrator _____ Date _____ Union Steward _____ Date _____

MEMORANDUM OF AGREEMENT
(HOLIDAY PAY STIPEND FOR EXEMPT POSITIONS)

This Memorandum of Agreement is entered into between the County of Aitkin (hereafter "County") and Law Enforcement Labor Services, Inc. (hereafter "Union").

WHEREAS, the County and the Union are parties to a Labor Agreement in effect from January 1, 2024, through December 31, 2026, and

WHEREAS, the County is experiencing high staff turnover in its County Jail and Dispatch Center; and

WHEREAS, some supervisory employees covered by the LELS Agreement are listed as FLSA exempt and essential employees whose hours of work are based on employer needs and are regularly required to work 80 or more hours per pay period, and are entitled to 8 hours of holiday pay on the holidays listed in Article 11 of the collective bargaining agreement; and

WHEREAS, some supervisory employees current workloads do not allow for time off on some of the holidays listed in Article 11 of the collective bargaining agreement;

NOW, THEREFORE, the County and the Union agree as follows:

1. HOLIDAY PAY STIPEND FOR FLSA EXEMPT EMPLOYEES: When required to work more than 2 hours on holidays or days observed as holidays, the FLSA exempt supervisory employee will be paid a stipend equal to time and one-half (1 1/2) pay when they work on the calendar day on which a major holiday falls. The term major holiday includes New Year's Day, Memorial Day, 4th of July, Thanksgiving Day, and Christmas Day. (NOTE: The reference here to major holidays mirrors the Highway Dept, except Veterans Day was switched to Thanksgiving Day at the request of LELS. The request from the Highway Dept. was to focus on those holidays when families typically gather.)

For the purposes of this MOA, the employee's hourly pay equivalent will be calculated by dividing their annual salary by 2,080 hours.

Example: If New Year's Day falls on a Sunday and is observed by policy on Monday, and the supervisor is required to work 5 hours on Sunday and 4 hours on Monday he or she will be paid as follows:

* 8 hours Holiday pay at Regular rate on Monday, the day New Year's Day holiday is observed.

* 3 hours stipend (taxable cash) equal to double time hourly pay on Sunday (actual day of the major holiday). Note, the first 2 hours of work on this date are not paid.

* 2 hours stipend (taxable cash) equal to time-and-one-half hourly pay on Monday (day the holiday is observed. Note, the first 2 hours of work on this date are not paid.

MEMORANDUM OF AGREEMENT
(MARKET ADJUSTMENT AND RETENTION BONUS)

This Memorandum of Agreement is entered into between the County of Aitkin (hereafter “County”) and Law Enforcement Labor Services, Inc. (hereafter “Union”).

WHEREAS, the County and the Union are parties to a Labor Agreement in effect from January 1, 2021, through December 31, 2023, and

WHEREAS, the County and Union have been engaged in contract negotiations for the 2024-2026 Agreement; and

WHEREAS, a tentative agreement was reached between the County and Union on September 27, 2023; and

WHEREAS, the tentative agreement for the 2024-2026 LELS Supervisory Agreement included market adjustments and retention bonuses to be effective on November 19, 2023, if the union ratifies the 2024-2026 Agreement by October 17, 2023 (for placement on the October 24, 2023 board agenda); and

WHEREAS, the union’s signature below confirms that the union ratified the 2024-2026 Agreement by October 17, 2023; and

WHEREAS, the November 19, 2023, market adjustment and retention bonus amounts agreed to are as follows:

Market Adjustment:

Karla White	\$5,000 (FLSA exempt, salaried)
Elizabeth Eddy	\$5,000 (FLSA exempt, salaried)
Patrice Erickson	\$2,407 (FLSA exempt, salaried)

Retention Bonus:

Pat Scollard	\$0.50 per hour (FLSA non-exempt, hourly)
Heidi Lenk	1% retention bonus (FLSA exempt, salaried)

NOW, THEREFORE, the County and the Union agree as follows:

1. Based on the above, payroll change forms will be submitted to increase salaries/wages as follows effective November 19, 2023:

Employee Name		From	To on 11/19/2023
EDDY	ELIZABETH	\$ 72,000.00	\$ 77,000.00
ERICKSON	PATRICE	\$ 70,278.94	\$ 72,685.94
LENK	HEIDI	\$ 107,909.26	\$ 108,988.35
SCOLLARD	PATRICK	\$ 33.190	\$ 33.69
WHITE	KARLA	\$ 91,856.86	\$ 96,856.86

2. The County and Union agree this MOA shall not set a precedent with regard to any future matters between the parties.

3. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

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

AITKIN COUNTY

LAW ENFORCEMENT LABOR SERVICES, INC.

Chairperson	Date
<i>Jessica Seibert</i>	10 / 17 / 2023
County Administrator	Date

<i>Rick Mathwig</i>	10 / 17 / 2023
Business Agent	Date
<i>Pat Scollard</i>	10 / 17 / 2023
Union Steward	Date