

**LABOR AGREEMENT**

**BETWEEN**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
LOCAL #14  
(Deputies)**

**And**

**CROW WING COUNTY**

**January 1, 2023, through December 31, 2025**

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**ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement is entered into between Crow Wing County, hereinafter called Employer and the Law Enforcement Labor Services, Inc., hereinafter called LELS. The intent of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.2 Specify the full and complete understanding of the parties; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

**ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes LELS as a sole and exclusive bargaining agent under Minnesota Statutes, 179a.03, Subd.8 for essential licensed employees in the Crow Wing County Sheriff's Office who work more than fourteen (14) hours per week and sixty-seven (67) days per year, excluding supervisory employees, confidential employees, and all other County 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 LELS: The Law Enforcement Labor Services, Inc., the Exclusive Bargaining Agent.
- 3.2 EMPLOYER: Crow Wing County or its representatives.
- 3.3 LELS MEMBER: A member of LELS,
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 REGULAR EMPLOYEE: Employee who has successfully completed the required probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.
- 3.7 SENIORITY: Length of continuous service with the Employer
- 3.8 LELS STEWARD: Duly appointed or elected officer of LELS.

**ARTICLE 4. EMPLOYEE SECURITY**

- 4.1 There shall be no discrimination against any Employee because of LELS membership or non-membership.
- 4.2 The LELS may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of the names of such stewards.

- 4.3 The LELS with the consent of a Department Head, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and for other reasonable purposes.
- 4.4 The Employer shall deduct from the second pay of each month, for those employees who certify it in writing the regular monthly dues and forward such monies to the designated officer of the LELS.
- 4.5 When requested to do so by the LELS, the Employer shall deduct each month from the pay of those employees the regular monthly dues, and shall forward such monies to the designated officers of the LELS.
- 4.6 The LELS agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the County and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken by the County under the provisions of this Article.
- 4.7 The Employer agrees not to enter into any agreement with employees individually or collectively, covered by this Agreement, which conflicts with the provisions of this Agreement.
- 4.8 The Employer agrees to allow LELS to use Electronic space (SharePoint) for posting of LELS notice(s) and announcements for meetings when it does not conflict with the operation of the Sheriff's Office.
- 4.9 Any employee who is called in for an internal investigation may request and shall have the right to have a representative of LELS present during any questioning. The Employer shall be under no obligation to inform the Employee of this provision prior to questioning.
- 4.10 The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval, for the purpose of conducting LELS business when such time will not unduly interfere with the operations of the department.
- 4.11 Employees shall have the rights granted to all citizens by the Constitution of the United States and the State of Minnesota.

**ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with the discretion of the Employer to modify, establish, or eliminate.
- 5.3 LELS specifically recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the Sheriff's Office within its legal limitations and the Employer's primary obligation to protect the lives and property of persons within the County.

## **ARTICLE 6. EMPLOYEE RIGHTS GRIEVANCE PROCEDURE**

- 6.1 **DEFINITION OF A GRIEVANCE:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 **UNION REPRESENTATIVE:** The Employer will recognize Representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 6.3 **PROCESSING OF A GRIEVANCE:** It is recognized and accepted by LELS and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved Employee and a Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.
- 6.4 **PROCEDURE:** Grievances, as defined by Section 6.1, 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 fifteen (15) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative shall discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested and shall be appealed to Step 2 by the Union within ten (10) calendar days. A grievance not appealed to Step 2 in ten (10) days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS and discussed with the Employer-designated Step 2 representative. The Employer-designated representative, Chief Deputy shall give LELS the Employers 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. A grievance not appealed in ten (10) days shall be considered waived.

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

Step 4. Upon completion of the previous procedure and prior to requesting arbitration, either the Union or the Employer may request mediation of the grievance by the Bureau of Mediation Services. Such a request must be made within ten (10) working days following the decision in Step 3. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 5.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 by LELS shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

6.5 ARBITRATOR'S AUTHORITY;

- A. 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 to him/her by the Employer and LELS.
- B. The arbitrator shall have no 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 the close of the hearings or the submission of briefs by the parties, whichever be later unless the parties agree to an extension. The decision shall be binding on both the Employer and LELS and shall be based solely on the arbitrator's interpretation or application of the express terms of the Agreement in regard to the grievance submitted to him.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and LELS, 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 records to be made, providing it pays for the record. If both parties desire a verbatim record of proceedings, the cost shall be shared equally.

6.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the employer and the Union in each step.

6.7 POSTMARK/Electronic mail is the preferred method: A grievance shall be considered to have been presented within the time limits set forth in this Article if it is emailed within the time limits specified.

**ARTICLE 7. WORK SCHEDULES**

7.1 The County shall be the sole authority in determining work schedules.

7.2 The normal work period shall be 28 consecutive days. The normal workweek shall be an average of 40 hours per week or 160 hours in the consecutive day periods.

- 7.3 The normal work year shall consist of two thousand eighty (2,080) hours, accounted for by each employee through:
  - a. Scheduled hours of work (including use of Paid Time Off (PTO) );
  - b. Holidays;
  - c. Training.
- 7.4 Nothing in this or any other Article shall be construed as a guarantee of a maximum or minimum number of hours of work.
- 7.5 Employees shall notify their supervisor at the earliest opportunity when they will be unable to report to work as scheduled because of illness. Such notice shall be given at least four hours prior to the start of the shift which will be missed because of illness whenever possible.
- 7.6 Voluntary shift switching may be arranged provided it is agreeable to the employee's immediate supervisor and provided further such switching is not used as the basis for a claim of overtime.
- 7.7 Any training taken at the employer's expense which is not successfully completed unless beyond the employee's control, shall be retaken within 18 months or at the earliest opportunity deemed by the Sheriff's office at the employer's expense, unless directed by the Sheriff's office administration.

**ARTICLE 8. OVERTIME/COMPENSATORY TIME**

- 8.1 All hours worked by an employee in excess of a normally scheduled work shift shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular straight-time rate of pay. In computing overtime compensation, overtime hours shall not be pyramided, compounded, or paid twice for the same hours worked.

Non-mandatory training or committee hours, for which the employee receives regular county paid wages, is included in hours worked for the purpose of determining overtime when total hours worked and/or paid exceed 171 hours in a 28 day period.
- 8.2 Overtime required by Subsection 8.1 may be in the form of equivalent compensatory time off, provided:
  - 8.2.1 It is agreed upon by the employee and his/her immediate supervisor,
  - 8.2.2 Compensatory time off shall be limited to a maximum accumulation of forty (40) hours at any one time. Compensatory time earned up to 40 hours will be paid out to the employee with the last payroll check of the year it is earned. Compensatory time earned does not roll over to the next year.
- 8.3 A change of shift does not qualify an employee for overtime under the provisions of this Article.
- 8.4 EMPLOYEE required to appear in court during their off duty hours shall receive a minimum of two (2) hours pay at one and one-half (1½) times their regular straight-time hourly rate. Employees who are scheduled for court will receive a minimum of two (2) hours pay at the overtime rate if court is canceled without a twenty-four (24) hour notice prior to the date of the scheduled court. If the court is scheduled on a Monday, the notification must be made before 4:30 p.m. on the preceding Friday.

8.5 Employees called back to work during their off duty hours shall be paid a minimum of two (2) hours pay at one and one-half (1½) times their regular straight-time hourly rate.

8.6 Overtime will be distributed based on bargaining unit seniority within the Deputy and Investigator classifications to those employees who are qualified to perform the work.

All overtime shifts shall be posted utilizing available technology to include Sheriff’s Office paging and county email.

Short notice overtime:

Overtime posted less than 72 hours prior to shift shall be posted based on the following:

- 1<sup>st</sup> hour shall be bid by seniority within the Sheriff’s Office by qualified Deputy.
- After 1<sup>st</sup>-hour shift will be filled on a first-come basis.
- Within 6 hours an un-filled shift can be assigned by the supervisor.

Advanced notice overtime:

- Overtime posted 72 hours or more shall be first offered to qualified bargaining unit employees.
- Qualified bargaining unit employees shall have seniority bidding rights inclusive of a five day time period commencing at the time of shift posting or until within 72 hours of the shift.
- At the expiration of the first five days or within 72 hours of the shift said shift will be available to any qualified deputy.
- If said shift remains unfilled less than 72 hours prior to the shift, the shift shall be filled on a first-come basis.
- Within 6 hours an un-filled shift can be assigned by a supervisor.

Overtime refused by an employee shall, for record purposes, be considered as unpaid overtime worked. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime will be calculated to the nearest thirty (30) minute increment minutes.

**ARTICLE 9. PAID TIME OFF (PTO)**

9.1 Employees shall earn Paid Time Off on the following basis:

<b>Years of Service</b>	<b>Accrual</b>	<b>(Hours) Annual</b>	<b>(Days) Annual</b>
0 through 3 years	14 hours per month	168	21
4 through 5 years	16 hours per month	192	24
6 through 7 years	18 hours per month	216	27
8 through 15 years	20 hours per month	240	30
Over 15 years	22 hours per month	264	33

9.1.1 Paid Time Off benefits for part-time employees regularly scheduled to work twenty (20) or more hours per week shall accrue PTO on a pro-rated basis based on the number of hours worked.



- 9.2 Paid Time Off may be accumulated up to a maximum of four hundred eighty (480) hours except that this maximum shall not apply when the Employer's actions prevent the use of Paid Time Off.
- 9.3 Employees shall bid for PTO leave based on classification seniority by November 1st to become effective January 1st of the following year.
- 9.4 Paid time off may be taken in not less than one half-hour increments.
- 9.5 PTO shall not accrue during a period of unpaid leave of absence, except in the cases in which employees are receiving injury on duty pay as outlined in Article 17.5.
- 9.6 Paid Time Off ( PTO) Leave Transfer Policy  
Employees may transfer up to forty (40) hours of accrued PTO from their personal PTO account to the PTO Bank, providing they have used a minimum of eighty (80) hours of PTO in the preceding calendar year. The PTO donation is irrevocable. Donors may not designate a recipient for their PTO donation.

Employees may request up to eighty (80) hours of donated PTO from the PTO Bank annually only if all of the following conditions are met:

- The employee is unable to work due to a medical emergency that will require a prolonged absence. Verification of the medical emergency is required before any leave transfer is approved.
- The employee has exhausted, or it is apparent will soon exhaust, all of their own paid leave time including PTO and ELB.
- The employee is not receiving workers' compensation payments for the absence.
- If receiving short-term disability payments, the combination of short-term disability and donated time may not exceed normal pay.

The county reserves the right to determine eligibility for PTO transfer on a case-by-case basis. An employee requesting leave donations will complete the donation request form and submit to the human resource department for approval. The employee may appeal to the county administrator for review and consideration if the request was denied. The decision of the county administrator shall be final. Approved donation requests will be eligible to receive PTO donation for the duration of the medical emergency or eighty (80) hours annually, whichever occurs first. The donated leave will be transferred at the donor's pay rate and used at the recipient's pay rate. Exercise of the PTO transfer policy shall not establish a precedent or practice and shall not be subject to the grievance procedure.

- 9.7 Paid Time off (PTO) Cash-in-Lieu  
The Cash-in-lieu of PTO offers employees an opportunity to receive a cash payment of up to 40 hours of PTO annually. Cash-in-lieu of PTO requests can only be made during the benefits open enrollment period, or no later than December 31 of the current year. It is an irrevocable election to receive pay in lieu of PTO that will be accrued in the next calendar year. Payments are issued during the first pay period in May following the cash in lieu of the PTO election.

Participants will receive payment for the amount of cash-in-lieu of PTO requested or the PTO accrual balance in their account as of April 30th, whichever is less.

To be eligible for this program, participants must have a minimum PTO balance of 200 hours in their account at the time of election and have used 80 hours or more of PTO in the preceding calendar year.

**ARTICLE 10. HOLIDAYS**

10.1 The following days shall be paid holidays for all full-time employees:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Fourth of July	Christmas Day

10.2 Employees who are regularly scheduled for work on holidays on a shift in excess of eight hours, shall receive holiday pay for the entire length of the scheduled shift.

10.3 An Employee called into work or who works overtime, during a holiday, shall receive pay at two (2) times his/her regular straight-time hourly rate.

10.4 A part-time employee who works on any of the above mentioned holidays shall receive pay for the holiday pro-rated according to the following: Part-time employees regularly scheduled to work twenty (20) or more hours per week shall receive a 50% prorated benefit level. Part-time employees regularly scheduled to work thirty (30) or more hours per week shall receive a 75% prorated benefit level. Part-time employees will also receive pay at one and one-half (1½) times his/her regular straight-time hourly rate for all hours actually worked on such holidays.

10.5 In order for the employee to qualify for the holiday pay provided by this Article he/she must be on pay status on his/her last scheduled workday immediately preceding the holiday, and his/her first scheduled workday immediately following the holiday.

10.6 Holiday premium pay, of one and one half (1 ½) times the employee's regular straight time rate of pay, will be paid from midnight to midnight, on the day of the holiday, for hours actually worked.

**ARTICLE 11. BEREAVEMENT LEAVE**

11.1 In the event of a death in the immediate family of a regular employee, the employee shall be granted up to three (3) days or the maximum of twenty-four (24) hours bereavement leave with pay. For purposes of this subsection, "immediate family" is defined as the employee and his/her spouse, life partner (living in same household), their parents, children, siblings, grandparents and grandchildren whether by birth, marriage or adoption.

11.2 Color Guard or Pallbearer  
Up to one (1) day or a maximum of eight (8) hours of funeral leave may be taken by an employee for color guard or pallbearer responsibilities.

## ARTICLE 12. INSURANCE

- 12.1 Regular employees shall be provided with an insurance plan consisting of a term life insurance policy in the amount of fifty thousand dollars (\$50,000).
- 12.2 Group Health Insurance coverage will be available for all regular full-time and regular part-time employees who are regularly scheduled to work 30 hours or more per week and their dependents. Eligibility begins on the first of the month following thirty (30) days of qualifying employment.
- 12.3 The monthly employer premium contribution for group health insurance will be 80% of the monthly premium cost inclusive of the monthly HSA or VEBA contribution.

The health plans are as follows:

- \$3000 (S) and \$6000 (F) High Deductible Health Plan with HSA/VEBA contribution
- \$3375 (S) and \$6750 (F) High Deductible Health Plan with HSA/VEBA contribution
- \$6750 (S) and \$13500 (F) Minimum Value Plan with HSA/VEBA contribution

Monthly HSA and VEBA contributions will be as follows not to exceed IRS limits:

- Single Coverage – 50% of single deductible
- Single + One Coverage – 75% of single deductible
- Family Coverage – 100% of single deductible

- 12.4 Group Dental Insurance coverage will be available for all regular full-time and regular part-time employees who are regularly scheduled to work 30 hours or more per week and their dependents.

The monthly employer dental premium contribution is 80%.  
The monthly employee dental premium contribution is 20%.

- 12.5 Eligible regular part-time employees who are regularly scheduled to work 30 or more hours per week will be eligible for a prorated employer premium contribution equal to 75% of the regular full-time employer premium.
- 12.6 The Employer shall contribute toward the cost of the medical/surgical/hospital program provided in Subsection 13.1 for retired regular employees through age sixty-five (65) who meet the eligibility requirement for retirement under the Public Employee's Retirement Act on the following basis:
- a) Employees with less than seven (7) years of continuous service insured pay 100% of the group rate.
  - b) Employees with seven (7) years of continuous service county pays one-third (1/3) of the premium
  - c) Employees with fifteen (15) years of continuous service county pays two-thirds (2/3) of the premium
  - d) Employees with twenty-five (25) years of continuous service county pays the full cost of the premium

Employer agrees to offer the CMM plan option to existing eligible retirees as of 12/31/2017 providing such a plan is available to the County. Enrollment in the county-sponsored Medicare

Supplement Plan is mandatory for all Medicare-eligible retirees receiving a premium subsidy from the County.

The County's contribution to the payment of Health Insurance for retired full-time employees or the employee's surviving spouse of this policy does not apply to any employee hired after March 09, 2005.

Effective May 14, 2018, no employee, having once qualified for retiree health insurance benefits as defined, who maintains continuous qualifying service with the employer, shall experience an increase or decrease in length of coverage, covered dependents, and eligibility dates as a result of promotion, transfer or demotion to a bargaining unit or non-contract classification which may contain language that is different than the language used to establish their initial retiree health insurance eligibility unless such changes are negotiated or implemented following May 14, 2018.

Employees hired after March 09, 2005, will be eligible for a post-retirement Health Care Savings Plan (HCSP) that will be funded by the employer and the employee. The employer will contribute twenty-five dollars (\$25.00) per month and the employee will contribute \$25.00 per month.

- 12.7 Short Term and Long Term Disability coverage will be available to regular full-time and regular part-time employees who are regularly scheduled to work 30 hours or more per week and have completed six-months of qualifying employment. Short Term and Long Term Disability Plan benefit levels and coverage provisions are as defined in the plan document.
- 12.8 The Employer shall continue its present liability insurance plan.
- 12.9 Employees who are enrolled in Employer-sponsored group health plans are eligible to participate in and complete Wellness Programs made available through the provider. Participation in the Wellness Programs by employees is voluntary.

**ARTICLE 13. SENIORITY, PROBATIONARY PERIODS, DISCIPLINE, RETIREMENT, RESIGNATION**

- 13.1 Newly hired or rehired employees shall be on probation for one (1) year. Probationary employees may be terminated at the sole discretion of the Employer.
- 13.2 Probationary employees may use Personal Time Off benefits as they are earned from the first day of their continuous service.
- 13.3 Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement, and shall be credited with seniority dating from the first date of continuous employment with the Employer.
  - 13.3.1 The principles of seniority shall apply in layoffs, recalls, and transfers, provided however no regular employee shall be laid off while probationary employees are working and provided further the senior employee is qualified to perform the work available.
- 13.4 All department job openings and promotional opportunities shall be posted on the employee's bulletin board, and employees shall have five (5) working days in which to apply.
  - 13.4.1 Qualified employees from the Department who apply for a position shall be interviewed. In the event that qualifications are determined to be equal, seniority shall be the tiebreaker.

- 13.4.2 An employee selected to fill an opening shall be entitled to a trial period of ninety (90) calendar days and shall be allowed to return to his/her previous position within that period without loss of seniority and reinstated to previous pay. A determination by the Employer within that period that the employee is not qualified shall not be subject to the grievance procedure set forth in Article 6.
- 13.4.3 The ninety (90) day trial period provided by Subsection 14.4.2 may be extended by the Employer if deemed necessary.
- 13.4.4 Notices of openings will be distributed electronically to employees absent from work under any authorized leave, at the time such openings are posted.
- 13.4.5 Employees shall bid for shifts based on classification seniority by October 1<sup>st</sup>, to become effective the first pay period beginning on or after January 1<sup>st</sup> of the following year providing the employee is qualified to perform the work.
- 13.4.6 When a vacancy occurs that is temporary in nature, the Sheriff may temporarily promote an employee to that position without posting, provided that the expected vacancy is not more than ninety (90) days in duration, and, that the position shall be posted as soon as the vacancy becomes permanent or at the conclusion of the ninety (90) day temporary promotion, whichever comes first.
- 13.5 Regular employees shall be disciplined for just cause only and discipline may take any of the following forms:
  - A. Oral reprimand
  - B. Written reprimand
  - C. Suspension without pay
  - D. Demotion
  - E. Dismissal
- 13.6 Prior to demoting or suspending an employee as disciplinary action for an alleged violation of published rules and/or regulations, the Employer shall prepare and serve a statement of charges as outlined in this Article. If the intent is a demotion, the position to be demoted to shall be identified: if the intent is a suspension, the intended time of suspension shall be identified.
- 13.7 The statement of charges shall be in written form and shall contain the allegations that will be presented by the Employer at any hearing, to justify the intended action. The charges shall be served personally upon the Employee or if requested by the employee, charges shall be mailed by certified mail to the employee and first-class mail to LELS.
- 13.8 Employer actions under Subsection 14.5 shall be subject to appeal under Article 6, provided that in the case of a discharge the grievance, if any, may be introduced at Step 2.
- 13.9 If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.
- 13.10 Personnel Record of Employees: The County shall maintain a personnel record of each employee. It is the responsibility of each employee to check at least annually to ensure that the date is

correct, and reflect current information about the employee. It shall be the employee's responsibility to see that the following items are kept current at all times:

1. Correct home address and telephone number.
2. Changes in dependents.
3. Person to contact in case of emergency.
4. Beneficiary changes (Group Life Insurance Pension)
5. Legal change in name.

13.11 Personnel Records: Personnel records, including examinations, service rating reports, individual personal records, and histories. shall be open for inspection and review by the employee concerned, his/her authorized representative, and County personnel authorized access to employment records during office hours.

13.12 All information about an employee shall be accumulated and disseminated according to M.S.13 commonly called the Minnesota Government Data Practices.

13.13 Employees will have available to them Sheriff's Office work rules and regulations.

#### **ARTICLE 14. OUTSIDE EMPLOYMENT**

14.1 Employees shall obtain approval from the Employer before engaging in any outside employment and shall not be allowed to hold an outside position if it is deemed incompatible with his/her duties as a County employee. The required approval or disapproval shall be given within a reasonable time after it is requested. Such approval will not be unreasonably withheld. Lack of response within seven calendar days shall be deemed to be approval of the request.

14.2 When approved to work with another law enforcement agency, the employee agrees that:

- A. When they are working for the other law enforcement agency, they are not working for Crow Wing County;
- B. When they are working for the other law enforcement agency, they will not hold themselves out as a Crow Wing County Deputy;
- C. They will comply with the policies and procedures of the other agency and will participate in agency-specific training that is required by the other agency, including but not limited to use of force training;
- D. They will cooperate fully with the standard background investigation of the other agency.

#### **ARTICLE 15. JOB SAFETY**

15.1 It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities. Toward this end, the Employer agrees to comply with all Federal and State job safety requirements.

15.2 It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

**ARTICLE 16. WAGES**

- 16.1 Wages – All employees shall be paid in accordance with Appendix A attached hereto and made a part of this agreement.
- 16.2 New employees shall be furnished with uniforms, weapons, brass, and leather, and thereafter shall receive an annual clothing allowance of nine hundred fifty dollars (\$950.00). Equipment issued in accordance with this Subsection shall remain the property of the County, and shall be returned to the County upon the termination of employment. Unacceptable uniforms shall be replaced at the employee's expense if that employee's uniform allowance has been exhausted. Uniforms damaged in the line of duty shall be replaced by the County.
  - 16.2.1 Deputies working as investigators may use their uniform allowance to purchase clothing appropriate for the position. (Plainclothes).
- 16.3 Shift Differential shall be paid according to the following schedules:
  - 6:00 p.m. – 6:00 a.m. \$ .70 per hour
- 16.4 Post License: The County shall pay POST License fees when due.
- 16.5 The Canine Officer may use 1 hour of their scheduled shift for K9 maintenance purposes. The Canine Officer will receive 1 hour of overtime for K9 maintenance on those days in which the canine officer is not normally scheduled to work.
- 16.6 Injury on duty: For employees receiving benefits under the Worker's Compensation Law, the County shall pay the difference between the Worker's Compensation check and the employee's base wage for a period of ninety (90) working days. Effective on the ninety-first day compensatory time off accumulated pursuant to Article 8.2 may be used to make up the difference between such benefits and the employee's normal net earnings for each period. After all accumulated compensatory time is used, Paid Time Off hours may be used to make up the difference between such benefit and the employee's normal net earnings each period.
- 16.7 Employees shall receive their wages every two weeks. Said paychecks shall include base wages of 80 hours and all other appropriate holiday pay, overtime pay, etc.

**ARTICLE 17. WAIVER**

- 17.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 17.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

**ARTICLE 18. SAVINGS CLAUSE**

18.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Crow Wing. 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 provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

**ARTICLE 19. DURATION**

19.1 Except as otherwise indicated, this Agreement shall be effective January 1, 2023, and shall continue in full force and effect until December 31, 2025, and shall continue thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend, modify, or terminate this Agreement shall notify the other in writing at least sixty (60) days prior to the termination date or any anniversary thereof.

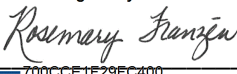
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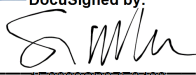


**IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.**

CROW WING COUNTY  
BOARD OF COMMISSIONERS

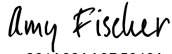
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REPRESENTING LOCAL 14 (DEPUTIES)

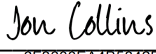
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Board of Commissioners

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Sean McKnight  
Business Agent

Date: 9/7/2023

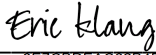
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Amy Fischer  
Human Resources Manager

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Jon Collins  
Steward

Date: 9/11/2023


Date: 9/6/2023

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Eric Klang  
Crow Wing County Sheriff

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Phil Stanley  
Steward

Date: 9/8/2023

Date: 9/7/2023

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Timothy J. Houle  
County Administrator

Date: 9/7/2023

**Board Approved: August 22, 2023**

**APPENDIX A**

Classification	Grade
Investigator	160
Deputy	160
Security/Recreation Deputy	150

Effective January 1, 2023, employees in the Investigator and Deputy Classifications that were hired prior to January 1, 2023, will receive a general wage adjustment of 6% followed by their performance based pay adjustments. Employees in the Security/Recreation Deputy classification will receive their performance based pay adjustment followed by an additional dollar per hour added to their base wage.

Effective January 1, 2024, each employee will receive a general wage adjustment of 2.5% followed by their performance based pay adjustments.

Effective January 1, 2025, each employee will receive a general wage adjustment of 2.5% followed by their performance based pay adjustments.

**2023 SALARY SCHEDULE**

GRADE	MIN	1/4	MID	3/4	MAX	GRADE
160	\$58,784	\$66,132	\$73,480	\$80,828	\$88,176	160
150	\$52,486	\$59,046	\$65,607	\$72,168	\$78,728	150

**2024 SALARY SCHEDULE**

GRADE	MIN	1/4	MID	3/4	MAX	GRADE
160	\$63,798	\$71,773	\$79,748	\$87,723	\$95,698	160
150	\$56,963	\$64,084	\$71,204	\$78,324	\$85,445	150

**2025 SALARY SCHEDULE**

GRADE	MIN	1/4	MID	3/4	MAX	GRADE
160	\$65,393	\$73,567	\$81,741	\$89,915	\$98,089	160
150	\$58,386	\$65,685	\$72,983	\$80,281	\$87,580	150

**Performance Based Pay Matrix**

PERFORMANCE	MIN-1/4	1/4-MID	MID-3/4	3/4-MAX
Out Performing	+ 2.00%			
Performing	5.00%	4.00%	3.00%	2.00%
Under Performing	0.00%	0.00%	0.00%	0.00%

Employees shall be eligible for a performance-based pay adjustment in accordance with the performance based pay matrix as outlined in Appendix A and subject to the terms and conditions referenced in the Performance Management and Planning Process as published in the County Personnel Manual as Appendix D.

## **MEMORANDUM OF UNDERSTANDING**

### **Drug & Alcohol Testing**

This letter of understanding is entered into between the County of Crow Wing (hereafter "County") and Law Enforcement Labor Services, Inc. Representing Local 14 (hereafter "union").

In recognition, the desire to provide a safe workplace the County and the Union mutually agree to adopt the following drug and alcohol testing [policy]:

#### **General Procedures**

Any alcohol and/or drug testing undertaken by the County shall be in accordance with Minnesota Statutes 181.950-957, the Minnesota Drug and Alcohol Testing in the Workplace Act, as amended. Any employee who has a confirmed positive drug or alcohol test may be removed from their position and placed on paid administrative leave pending review by the County and a decision regarding the employee's status. The first time an employee has a confirmed positive test result said employee will be given an opportunity to participate in either drug or alcohol counseling or a rehabilitation program. The employee will be responsible for expenses incurred for the counseling or rehabilitation program. The employee may be subject to disciplinary action up to and including termination of employment.

#### **Data Disclosure**

The County will not disclose the drug and/or alcohol test result reports and other information acquired in the drug and alcohol testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the employee tested unless permitted by law or court order.

#### **Pre-Employment Testing**

Applicants for positions shall be notified of the required drug and alcohol testing at the time of application for employment. Pre-employment drug and alcohol testing will be given after a conditional offer of employment has been made. Receipt of a negative drug test result is required prior to employment.

#### **Post Incident Testing**

All employees will be subject to drug and alcohol testing when the following conditions occur:

- A. an accident involving a citation for unsafe or unlawful operation of a county vehicle or county-owned motorized equipment;
- B. an accident involving a fatality;
- C. an accident involving a county vehicle, county motorized equipment or county machinery requiring medical treatment for any party, away from the accident site.

#### **Reasonable Suspicion Testing**

All employees may be subject to drug and alcohol testing if the County has a reasonable suspicion that the employee:

- A. is under the influence of drugs or alcohol;
- B. has violated the County's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the County's premises or operating the County's vehicle, machinery, or equipment;

- C. has sustained a personal injury arising out of and in the course of employment, or has caused another employee to sustain a personal injury; or
- D. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

A reasonable suspicion referral for testing will be made on the basis of specific facts and rational inferences drawn from those facts. The employee may, by mutual agreement between the employee and County, submit to a breath alcohol test (BAT) to serve as the preliminary screening for alcohol under the reasonable suspicion testing; however, confirmatory testing for alcohol shall require a blood alcohol test, administered by the County's testing provider.

#### **Treatment Program Testing**

The County may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the County for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. In this case, the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period up to two (2) years following completion of any prescribed chemical dependency treatment program. The employee may, by mutual agreement between the employee and County, submit to a breath alcohol test (BAT) to serve as the preliminary screening for alcohol under the treatment program testing; however, confirmatory testing for alcohol shall require a blood alcohol test, administered by the County's testing provider.

#### **Employee Rights during Drug and/or Alcohol Testing**

If an employee or job applicant refuses to take an alcohol or drug test, no test shall be given. However, if an employee refuses a test, they will be considered insubordinate and will be subject to disciplinary action, up to and including termination of employment. A job applicant who refuses to take a drug or alcohol test shall be deemed to have withdrawn their application for employment.

No employee or job applicant who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee or job applicant also refuses to undergo drug or alcohol testing of a urine sample.

Within three (3) working days after receipt of a test result report, the County will inform the employee or job applicant of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test, and of the employee's or job applicant's right to request and receive from the County a copy of the test result report. An employee or job applicant who tests positive for drug use will be given written notice of the right to explain the positive test, and the County may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

An employee or job applicant has a right to offer the County a written explanation of a positive test result on a confirmatory test within three (3) working days after notice of the positive test result. They also have the right to request within five (5) working days after notice of a positive test result, a confirmatory retest of the original sample at another licensed testing laboratory at the employee's or job applicant's own expense.

#### **Consequences of Violations**

Any employee violating this policy may be referred to treatment and/or be subject to disciplinary action up to and including termination of employment. Each situation will be reviewed on a case-by-case basis evaluating the severity and circumstances involved.

An employee will not be disciplined or discharged on the basis of a positive test result that has not been verified by a confirmatory test. An employee will not be discharged based on the employee's first confirmed positive test result unless: (1) the County has given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is appropriate; and (2) the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a confirmed positive test result after completion of the program.

**Employee Notification of this Policy**


The County will post a notice that this policy providing for drug and alcohol testing has been adopted, and the County will provide a copy of this policy to every employee currently employed by the County. New employees of the County will receive a copy of this policy with their orientation materials. Every job applicant subject to drug and alcohol testing will be given a copy of this policy prior to any testing. Copies of this policy are available for inspection during regular business hours.


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**IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.**

CROW WING COUNTY  
BOARD OF COMMISSIONERS

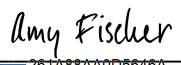
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REPRESENTING LOCAL 14 (DEPUTIES)

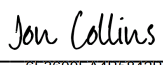
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Rosemary Franzen, Chair  
Board of Commissioners

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Sean McKnight  
Business Agent

Date: 9/7/2023

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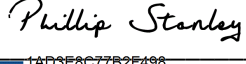
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Human Resources Manager

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Jon Collins  
Steward

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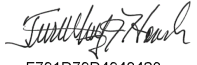
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Crow Wing County Sheriff

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Phil Stanley  
Steward

Date: 9/8/2023

Date: 9/7/2023

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Timothy J. Houle  
County Administrator

Date: 9/7/2023

**Board approved: August 22, 2023**

## Memorandum of Understanding

This Memorandum of Understanding is entered into between the County of Crow Wing (hereafter "County") and the Law Enforcement Labor Services, Inc., (hereafter "Union) representing Local 14.

WHEREAS, The County and the Union are parties to a collective bargaining agreement covering the contract period of January 1, 2023 – December 31, 2025; and

WHEREAS, the County and the Union both recognize that failing to attract and retain qualified deputies jeopardizes our ability to remain in compliance, to ensure the safety and security of our citizens, and to support our existing staff; and

WHEREAS, the County and the Union recognize an emergent need to supplement recruitment and acquisition of qualified new hires with the ongoing retention of current staff; and

WHEREAS, the County would like to recognize those that help us to meet the current demands of the operation by extending the opportunities as noted below.

NOW, THEREFORE, the parties agree as follows:

Individuals who hold licensed positions in the Crow Wing County Sheriff's Office as of the date of ratification of the January 1, 2023 – December 31, 2025 contract and remain in a licensed position with the Crow Wing County Sheriff's Office for 12 consecutive months following ratification will receive a one-time lump sum payment of \$2080.

The lump sum payment will be made on a separate check on the first payroll of September 2024 or as soon thereafter as reasonably possible.


In exchange for this one-time lump sum payment, the County retains the right to determine if and when a hiring incentive is appropriate, as well as the terms of any such hiring incentive and the Union agrees that such determination will not be subject to challenge through the grievance process or otherwise.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

CROW WING COUNTY  
BOARD OF COMMISSIONERS


LAW ENFORCEMENT LABOR SERVICES, INC.  
REPRESENTING LOCAL 14 (Deputies)

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Rosemary Franzen, Chair  
Board of Commissioners


Date: 9/7/2023

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Amy Fischer  
Human Resource Manager

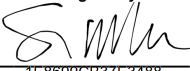
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Erik Klang  
Crow Wing County Sheriff


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Timothy J. Houle  
County Administrator


Date: 9/7/2023

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Sean McKnight  
Business Agent

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Phil Stanley  
Steward

Date: 9/7/2023



# **Additional MOU'S**

## **Memorandum of Understanding**

This Memorandum of Understanding is entered into between the County of Crow Wing (hereafter "County") and the Law Enforcement Labor Services, Inc (Local #14), (therafter "Union").

WHEREAS, The County and the Union are parties to a collective bargaining agreement covering the contract period of January 1, 2023 – December 31, 2025; and

WHEREAS, the County and the Union desire to provide cost-effective benefit options for employees and members; and

Whereas, IRS regulations governing health savings plans (HSA's) for 2024 impacted County HSA Plan offerings relating to the imbedded deductible feature; and

WHEREAS, the benefit committee unanimously voted to end our current \$3000/\$6000 plan.

NOW, THEREFORE, the parties agree as follows:

The monthly employer premium contribution for group health insurance will be 80% of the monthly premium cost inclusive of the monthly HSA or VEBA contribution.

The health plans are as follows:

- \$3375/\$6750 High Deductible Health Plan with HSA/VEBA contribution
- \$6750/\$13500 Minimum Value Plan with HSA/VEBA contribution

Monthly HSA and VEBA contributions will be as follows not to exceed IRS limits:

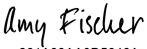
- Single Coverage – 50% of single deductible
- Single + One Coverage – 75% of single deductible
- Family Coverage – 100% of single deductible

This Memorandum of Understanding is effective January 1, 2024.


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**IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.**

CROW WING COUNTY  
BOARD OF COMMISSIONERS


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Amy Fischer  
Human Resource Manager

Date: 9/19/2023


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Timothy J. Houle  
County Administrator

Date: 9/19/2023

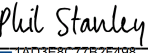
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Business Agent

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Date: 9/19/2023