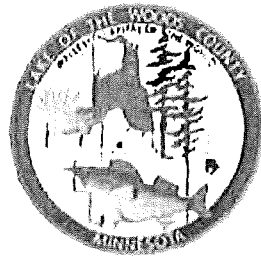


AGREEMENT

by and between



LAKE OF THE WOODS COUNTY

and



LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL UNION NO. 510

March 5, 2023 thru December 31, 2024

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ARTICLE 1: PURPOSE OF AGREEMENT

This collective bargaining agreement, hereinafter referred to as the "Agreement", is entered into between the County of Lake of the Woods, hereinafter referred to as the "Employer", and Law Enforcement Labor Services, Inc., hereinafter referred to as "LELS" or "Union". The intent and purpose of this Agreement is to:

- A. Express in written form, the complete Agreement between the parties on hours, wages, and other conditions of employment and to specify the duration of this Agreement.
- B. Establish orderly procedures for the resolution of disputes concerning the interpretations and/or application of the provisions set forth in this Agreement.
- C. Specify the full and complete understanding of the parties.
- D. Insure against any interruptions of work and interference with the efficient and effective rendering of services to the public.

The Employer and LELS, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2: RECOGNITION

- 2.1 Exclusive Representative: The Employer recognizes Law Enforcement Labor Services, Inc. (LELS) as the exclusive representative under Minnesota §179A.03, Subd. 8, for a unit certified by the Bureau of Mediation Services, Case No. 22PCE1235, as follows: all non-licensed essential employees employed by Lake of the Woods County, Minnesota, who are public employees within the meaning of Minnesota §179A.03, Subd. 14, excluding supervisory and confidential employees.
- 2.2 Unit Determination: In the event the Employer and LELS 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: EMPLOYER AUTHORITY

- 3.1 It is recognized by both parties that, except as expressly stated herein, the Employer shall retain whatever rights and authority necessary to operate and direct the affairs of the department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to contract, sell, merge or discontinue any function of the department; to assign overtime; to schedule working hours; to assign and transfer employees; to decide whether goods or services should be made or purchased; to suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and, to change or eliminate existing methods, equipment or facilities.

- 3.2 The provisions of this Article are subject to the rights of the employees as set forth in other Articles in this Agreement.

ARTICLE 4: SEPARABILITY AND SAVINGS CLAUSE

- 4.1 If any Article or Section of this agreement or if 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, the remainder of this agreement and Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 4.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter.

ARTICLE 5: EQUAL APPLICATION

- 5.1 The Employer shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.
- 5.2 The Employer shall not discriminate against an employee because of race, creed, sex, sexual orientation, religion, or political beliefs.

ARTICLE 6: UNION SECURITY

In recognition of Law Enforcement Labor Services, Inc. as the Exclusive Representative:

- 6.1 Deduction of Dues: The Employer shall deduct an amount sufficient to provide the payment of regular dues established by LELS from the wages of all employees authorizing, in writing, such deduction.
- 6.2 Remittance of Dues: The Employer shall remit such deductions to the appropriate designated officer of LELS with a list of the names of the employees from whose wage's deductions were made and at time mutually agreed upon by the Employer and LELS.
- 6.3 Amount of Dues: LELS shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

- 6.4 **No Individual Agreement:** The Employer agrees not to enter into any additional agreements with employees, individually or collectively concerning any terms or conditions of employment.
- 6.5 **Union Stewards and Officers:** The Union may designate members to act as stewards or officers and shall inform the Employer of such choice and of any changes in stewards or officers.
- 6.6 **Union Posting and Meetings:** The Employer agrees to make space available on the Employer bulletin board for the posting of Union notice(s) and announcements and to make space available for Union meetings when it does not conflict with the operation of the Employer. It is specifically understood that no notices(s) of a political or inflammatory nature shall be posted.
- 6.7 **Union Business:** The Employer agrees to all the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and with pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department.
- 6.8 **Bargaining While On-Duty:** If the Employer causes a bargaining session during work hours, the Employer agrees to compensate up to two (2) Union stewards, officers or members to attend and participate in bargaining sessions while on-duty when such time will not unduly interfere with the operations of the department.
- 6.9 **Union Visitation:** Non-employee representatives of LELS, previously certified to the Employer as provided herein, shall be permitted to visit the premises of the Employer for the purpose of investigating grievances or conducting Union business, provided the LELS representative does not interfere with the work of the employees.
- 6.10 **Indemnity:** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, or issues against the Employers as a result of any action take or not taken by the Employers under the provisions of this Article.

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.1 **Definition of a Grievance:** A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.
- 7.2 **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 grievances,** should an employee feel that their rights and privileges under this Agreement have been violated, the employee shall consult with their Union Steward, Union Business Agent, or both.
- 7.3 **Procedure:** Grievances, as defined in Section 1, shall be resolved in conformance with the following procedures:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred or the discovery of a violation has occurred, present a grievance to the employee's immediate supervisor, as designated by the Employer. The immediate supervisor will discuss and give a written response to the 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 this grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed by the Union to the Sheriff as the Employer's Step 2 representative within twenty-one (21) calendar days after the immediate supervisor's Step 1 answer or the grievance shall be considered waived.

Step 2. The Step 2 appeal of the grievance shall be presented in writing by the Union to the Sheriff. The Sheriff shall discuss the grievance with the Union and shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of the Step 2 grievance appeal.

A grievance not resolved in Step 2 may be appealed to Step 3 by presenting the written Step 3 appeal to the County Board, care of the County Administration Director, within twenty-one (21) calendar days after the Sheriff's Step 2 written response or the grievance shall be considered waived.

Step 3 The Step 3 appeal of the grievance shall be presented in writing by the Union to the County Board, care of the County Administration Director. The County Board, or a Committee thereof as designated by the County Board, shall hear the grievance as soon as reasonably practicable, and shall give the Union the Employer's Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance meeting. The County Board or Committee shall take all reasonable steps to protect the privacy of the grievant and other employees involved in the underlying matter.

If the Employer and the Union mutually agree, a grievance that is not resolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation within twenty-one (21) calendar days following the Step 3 written answer.

A grievance not resolved in Step 3 may be appealed to Step 4 within twenty-one (21) calendar days following the County Board's written answer in Step 3 or the date that mediation ends, whichever is later. Any grievance not appealed in writing within twenty-one (21) calendar days shall be considered waived.

Step 4. If no settlement is reached in Step 3, the grievance shall be submitted to arbitration by sending a letter to the Commissioner, Bureau of Mediation Services and to the Employer, in care of the County Administration Director within twenty-one (21) calendar days after receipt of the Step 3 response or the mediation date, whichever is later, or the grievance shall be deemed waived. If

the grievance is for discipline, the letter shall request the assignment of an arbitrator under Minn. Stat. Sec. 626.892. For other grievances, the letter shall request the Bureau of Mediation Services to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. A coin toss shall determine which party strikes first. The party striking first shall advise the other party of the first name stricken within ten (10) calendar days after the arbitrator list is received or the grievance shall be deemed waived. The parties shall advise the arbitrator of their available dates for the arbitration hearing within ten (10) calendar days of their selection of the arbitrator. A decision shall be rendered by the arbitrator within thirty (30) calendar days after the date of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. The decision of the arbitrator shall be final and binding on the parties.

- 7.4 Should the grievance be of a disciplinary nature, the timeline of Step 4 applies, but will however be subject to Minnesota §626.892 and any other applicable statutes.
- 7.4 The time limits specified above are considered to be met if a letter regarding the next step of the grievance procedure is sent within the time limits specified.
- 7.5 **Choice of Remedy:** If, as a result of the Employer's written response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4, or a procedure such as: Civil Services, Veterans Preference or Human Rights. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4. The grievance timelines shall be tolled to allow for an eligible veteran to make a determination under Minn. Stat. Sec. 197.46. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.
- 7.6 It is recognized and accepted by the Union and the Employer the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the Union Representative will be released from work, without loss of pay, to investigate a grievance and to attend meetings or hearing pursuant to this Article provided the employee and the Union Representative have notified and receive the approval of the Employer who has determined such absence reasonable and would not be detrimental to the work programs of the Employer.

7.7 Arbitrator's Authority

- A. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and will have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator will be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision will be binding on both the Employer and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the Employer and the Union provided that each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

7.8 If a grievance is not presented within the time limits set forth above, it will be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the Employer's last response. If the Employer does not respond to a grievance within the timelines above, the grievance shall be considered denied and may be appealed to the next step by the Union within the timelines above.

7.9 If a grievance is resolved prior to mediation or arbitration, the final resolution of the grievance shall be placed in written form and signed by the Union and the Employer.

ARTICLE 8: WAGES AND CLASSIFICATION

- 8.1 Any wage increases shall only be given to employees who are on the payroll as of the date the Board of Commissioners ratifies the settlement of this contract, unless agreed to otherwise by the Union and the County.
- 8.2 Non-licensed essential employees employed by Lake of the Woods County shall be paid wages according to the wage table in Appendix A.
- 8.3 Wage increases shall occur according to Appendix A.
- 8.4 Advancement on the pay scale shall occur on January 1st of each year, as an employee with Lake of the Woods County.

ARTICLE 9: DIFFERENTIALS

- 9.1 Shift Differential: Employees shall be paid an additional \$2.00 per hour for all hours worked from 4:30 p.m. to 4:30 a.m.
- 9.2 **CALL BACK TIME**: Any employee called back to work when not scheduled or when off duty, excluding the extension of a regular shift, shall be guaranteed a minimum of two hours of pay at their overtime rate of pay. In the event the employee works more than two hours, they will be compensated at their overtime rate of pay for the actual time worked. Any employee that is scheduled to appear in court when not scheduled or when off duty but is subsequently canceled prior to that appearance, within 24 hours of that appearance, shall be paid call back time.

ARTICLE 10: HOLIDAYS

- 10.1 Any full-time employee covered by this agreement, shall be paid holiday hours, equivalent to the normal shift length of that employee, on the following holidays recognized by the Employer:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25

- 10.2 In addition to holiday pay, regular employees shall be paid at a rate of two and one half (2½) times their regular rate of pay for any hours worked on the holidays listed in 10.1. Full-time probationary employees working on an observed holiday shall be paid at time and one-half (1½) the employee's rate of pay. Part-time employees working on an observed holiday shall be paid at straight time.

ARTICLE 11: VACATIONS

- 11.1 Vacation Leave: Vacation leave is defined as authorized absence from duty with pay granted to employees in regular employment positions. Newly hired employees will accrue vacation during their probationary period but may not use their earned vacation

leave until they have been continuously employed for six months. The amount of vacation earned is dependent upon hours worked and the employee's length of service measured from the employee's last date of continuous service with Lake of the Woods County in accordance with the following schedule:

0 through 4 years of service	4 hours bi-weekly = 104 hours annually
5 through 9 years of service	6 hours bi-weekly = 156 hours annually
10 through 15 years of service	7 hours bi-weekly = 182 hours annually
16 or more years of service	8 hours bi-weekly = 208 hours annually

11.2 Seniority as provided for in this contract shall prevail in selecting vacation periods. Arrangements for dates and times of vacation shall be made between the Employer and the Employee.

- A. All vacations must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation except where agreed to by the Employer.
- B. An employee who has quit or been laid off shall receive his/her prorated vacation provided the employee has worked his/her first full year with the Employer.
- C. Should the requested vacation time interfere with the operation, the Employer and the Employee will arrange vacation nearest to the desired time expressed by the employee, that shall not interfere with the operation.

ARTICLE 12: SICK LEAVE

- 12.1 Sick leave shall accumulate at the rate of four hours bi-weekly to a total of eight hundred eighty (880) hours.
- 12.2 An employee's sick leave accumulation shall be reduced by the number of scheduled work hours missed on a day when sick leave is used. For each occurrence, employees taking sick leave for planned appointments/use will not be allowed to take less than the base hour. Employees will be allowed to use one-hour increments if needing to leave work due to illness or injury. Following the use of sick leave, it may re-accumulate at the above-mentioned rate.
- 12.3 Sick leave with pay shall be granted for bona fide personal illness whether physical or mental, medical examinations, medical treatment, or quarantine of the employee or the employee's family members as defined in Minn. Stat. 181.9413.
- 12.4 In the case of a work-related injury or illness, eligible employees may use accumulated sick leave. There shall be no waiting period.
- 12.5 An employee may be required to present evidence, after the third consecutive absence, satisfactory to the Employer of inability to work due to illness or injury.
- 12.6 Sick leave and vacation shall be computed as time worked for future benefits.

ARTICLE 13: SEVERANCE PAY

- 13.1 Upon separation from service, an employee or their estate shall receive pay for all unused compensatory time, in addition to vacation time up to the maximum accrual amount of 288 hours.
- 13.2 Upon separation from service, except in the case of discharge, an employee shall receive the following unused sick leave paid into the employee's HCSP account:
 - A. After ten (10) years: 40% of unused sick leave
 - B. After fifteen (15) years: 60% of unused sick leave
 - C. After twenty (20) years: 80% of unused sick leave

ARTICLE 14: GROUP INSURANCE BENEFITS

- 14.1 **Health and Life Insurance:** Coverage will apply effective the first of the month following the first 30 days of employment.
 - A. **Participation:** All full-time permanent employees shall be entitled to participate in County sponsored life, health and disability insurance programs. All available insurance employee options will be presented to the employee at the same time as all other employment forms are completed, within the first week of employment.
 - B. **Eligibility:** Insurance coverage will be effective on the first day of the month following the first thirty (30) days of employment. Coverage may be waived by the employee. Typically, an employee who waives coverage will be subject to underwriting provisions of the County's insurance carrier when attempting to gain coverage at a later date.
 - C. **Non-Pay Status:** Any covered employee who works or uses sick leave or vacation leave during a given month will be granted insurance benefits for that month. Employees who are on a non-pay leave of absence which extends over an entire month will be responsible for paying their premiums to the Auditor's Office prior to the time they are due, except when otherwise noted in policy or required by state or federal law.
 - D. **Premiums:** The Employer shall provide and pay for family and single coverage in amounts as prescribed by the County Board.
- 14.2 A delegate shall be elected to serve on the insurance committee from the Local. The committee shall recommend insurance to the benefit level selected by the committee in accordance with state statute. The delegate shall either receive regular rate of pay if off-duty or time-off with pay if on-duty.

ARTICLE 15: HOURS OF WORK

- 15.1 The normal work year shall be accounted for by each full-time employee through:
 - A. Hours worked on assigned shifts;
 - B. Assigned training;
 - C. Authorized leave time;
 - D. Paid leaves of absence.
- 15.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 15.3 Work shifts, staffing schedules, and the assignment of employees thereto, shall be established by the Employer.

ARTICLE 16: OVERTIME & COMPENSATORY TIME

- 16.1 Overtime pay at a rate of one and one-half (1½) times the employee's base rate of pay shall be paid for any hours worked outside of the employee's regularly scheduled shift.
- 16.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 16.3 Overtime shall be distributed as equally as practicable between permanent personnel. Overtime refused shall be considered as unpaid overtime worked.
- 16.4 Overtime can be accrued as compensatory time at a rate of one and one-half (1½) hours for every hour worked outside of the employee's regularly scheduled shift.
- 16.5 Compensatory time can be accrued to a maximum of one hundred (100) hours.
- 16.6 Use of compensatory hours must be scheduled and approved by the Sheriff or their designee.

ARTICLE 17: PART-TIME EMPLOYEES

- 17.1 A regular employee is hereby defined as a person hired to fill a permanent position with full employment annually.
- 17.2 Permanent Part-Time employees shall be entitled to prorated sick leave, vacation accrual, holidays pay, and shall be subject to all state and federal laws regarding health insurance. This provision is only applicable to part-time employees working a regular schedule, and not as temporary or fill-in employees.
- 17.3 In the event a part-time employee is appointed to a full-time position, the employee shall be added to the seniority list with seniority beginning as of the date of full-time employment. The employee shall retain step placement at the step the employee was at

prior to full-time employment and shall commence earning credit hours toward the next step as of the date of full-time employment.

ARTICLE 18: SENIORITY

- 18.1 The seniority of all full-time employees shall begin with the employee's starting date of full-time employment with the county. The employee's seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement. Part-time employees shall not accrue seniority.
- 18.2 The seniority list shall be posted and kept up to date by the Employer. A copy of the up-to-date list shall be made available to the Union on an annual basis. The seniority list shall contain the name and full-time starting date of each full-time employee.
- 18.3 When the Employer determines that it is necessary to reduce the number of staff in the department, layoffs shall take place by first laying off employees within the classification in the reverse order of seniority.
- 18.4 Breaks in Seniority: An employee's seniority shall be broken by the following:
 - A. voluntary resignation;
 - B. discharge for just cause (after grievance rights have expired);
 - C. retirement;
 - D. failure to accept recall from layoff;
 - E. failure to be recalled from layoff within one (1) year of layoff.

ARTICLE 19: PROBATIONARY PERIOD

- 19.1 All newly hired full-time employees shall serve a probationary period of six (6) months continuous service and shall be subject to dismissal for any reason without recourse to the grievance procedure. A part-time employee appointed to full-time employee status shall serve a probationary period of six (6) months continuous service from the date of full-time appointment.
- 19.2 Upon completion of the six (6) months probationary period, the full-time employee shall be granted seniority rights from the date the employee was originally hired as a full-time employee and shall be paid not less than wages paid per the employee's classification as defined by this Agreement.
- 19.3 During the probationary period, the full-time employee will not be entitled to any of the benefits provided by this Agreement, except for health and life insurance, paid and floating holidays, use of accrued vacation and sick time after completion of six (6) months from the date of hire. Upon satisfactory completion of said period, the employee shall be entitled to all the benefits provided by this Agreement, computed from their starting date of employment.

ARTICLE 20: PROMOTIONS

- 20.1 Notice of all job vacancies or new positions shall be posted fourteen (14) days prior to filling the vacancy or new position so that each interested employee in the bargaining unit may have an opportunity to apply. The posting shall state the prerequisites for the position to be filled, which prerequisites shall be consistent with the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the prerequisites will be considered.
- 20.2 The successful applicant shall have a three (3) month probationary period in which to demonstrate the ability to perform the job. If during said period, the Employer considers the employee unqualified, the employee shall be returned to his/her former position without loss of seniority rights. A six (6) month extension of probationary status can be requested of Human Resources by the Sheriff or their designee. Approval or denial of an extension will be at the direction of the Human Resources Director.
- 20.3 During the probationary period of a promoted employee, the employee may be terminated but only with just cause.
- 20.4 The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out.

ARTICLE 21: LEAVES OF ABSENCE

- 21.1 Leave of Absence: Any employee desiring leave of absence from his/her employment shall follow the County's policies and procedures for such leave requests.
- 21.2 Union Leave: Elected union officers or appointed representatives of the exclusive representative shall be provided reasonable time off without pay as required by Minnesota Statutes 179A.07 subject to approval by the Sheriff.
- 21.3 Bereavement Leave: In the event of a death in the immediate family of a regular, full time employee, the employee may be granted a leave of absence with pay for a period of up to three (3) calendar days at the employee's standard rate of pay and for the number of hours that employee was scheduled to work. Members of the immediate family shall include spouse, significant other living within the same household, child to include biological or adoptive, parent, mother-in-law, father-in-law, brother and sister, grandparents, grandchildren, brother and sister-in-law, niece and nephew, stepchildren, stepparents, step grandparents, stepbrothers, and stepsisters. Family shall include grandparents of employee's spouse.
- 21.4 Military Leave: The Employer acknowledges that employees are entitled to military leave as provided in state and federal law.
- 21.5 Jury Duty Leave: An employee summoned to serve on any court jury shall be compensated by the County at the regular rate of pay of a regular workday, without any

reduction of vacation or sick leave time accumulation. In return therefore, any compensation, other than mileage received by the employee for serving on jury duty, shall be turned over to Lake of the Woods County.

- 21.6 An employee shall continue to accrue seniority during all leaves of absence, paid or unpaid.
- 21.7 School Conferences and Activities Leave: Employees shall be entitled to the following:
 - A. The Employer acknowledges that employees are entitled to leave for school conferences and activities as provided in state and federal law.
 - B. For the purposes of the above-referenced conferences and activities, "child" is defined as an individual eighteen (18) years of age or younger, or an individual under the age of twenty (20) who is still attending a secondary school.
 - C. An employee may substitute vacation leave or compensatory leave for unpaid leave under Article 21.7.

ARTICLE 22: DISCIPLINE

- 22.1 The Employer will discipline employees for just cause only.
- 22.2 Discipline will be in one or more of the following forms:
 - A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion;
 - E. Discharge.
- 22.3 Employees shall be entitled to the representation of a union representative and an attorney at all investigatory interviews which the employee reasonably believes could lead to discipline. This right shall be deemed to have been waived only if it is waived in writing.
- 22.4 Reprimands, suspensions, demotions, and discharges shall be in written form and shall state the reason(s) for which the action is being taken. Suspension notices shall set forth the time-period for which the suspension shall be effective.
- 22.5 Written reprimands, suspensions, demotions, and discharges shall be read and signed by the employee. Such signature shall not constitute an admittance of wrongdoing but shall serve to acknowledge that the employee has read and be served with a copy of the notice. The Employer shall provide the employee and the Union with a copy of such notice.
- 22.6 Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the Employer. An employee may request that a written response to specific charges be placed in the employee's personnel.

ARTICLE 23: WORKER'S COMPENSATION

- 23.1 In the event that an employee is disabled by an accident or injury under the Worker's Compensation Act of the State of Minnesota, provisions and benefits will be provided for per the County's Worker's Compensation Policy.
- 23.2 Employees who claim compensation for absence due to injury shall be allowed compensation due them in keeping with the terms of the Worker's Compensation Policy and this absence shall not affect sick leave accumulation or benefits. Employees who elect to use accrued leave time to supplement their worker's compensation benefits shall continue to earn leave time while receiving such benefits, but other employees shall not.
- 23.3 In the event an employee is disabled and thereby prevented from performing the employee's usual duties for Lake of the Woods County because of an injury or occurrence arising out of the employee's duties, the employee will be given every opportunity to perform light duties during the employee's disability.

ARTICLE 24: UNIFORMS, MILEAGE, MEALS AND LODGING, LOSS OR DAMAGE

- 24.1 The Employer agrees to a uniform allowance of four hundred dollars (\$400) annually for all full-time employees and two hundred dollars (\$200) annually for all part-time employees. If a uniform item is damaged and needs replacement due to the damage being incurred while the employee is engaged in the performance of official duties as a licensed peace officer, the Employer shall replace that item at no expense to the employee. This does not include normal wear and tear of a uniform item.
- 24.2 Uniform allowance shall be paid during the second pay period of each calendar year.
- 24.3 Where an employee is expected to furnish their own transportation, the employee shall be paid mileage at the County approved rate. This section shall not be construed to mean that the employee's transportation is to be used for patrol duty.
- 24.4 All employees, shall receive a food per diem per Employer policy if the employee will be out of the County on Employer business during any mealtime. All employees shall be provided with lodging during their absence while away from home overnight per Employer policy, in addition to the regular hourly wage for hours worked during that period.
- 24.5 Employees shall be provided with separate and private sleeping arrangements for any occurrence in which lodging is provided by the Employer.
- 24.6 Employees shall not be charged for loss or damage to County property unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for equipment.

- 24.7 Employees must furnish receipts for all expenditures on County Credit Card. Receipts must be provided to the Auditor-Treasurer Office within five (5) working days.

ARTICLE 25: TRAINING AND LICENSES

- 25.1 Employees will be paid their regular wages for all training. Training hours will count towards computation of overtime.
- 25.2 Where an employee is required by the Sheriff to attend any approved and/or required training outside of the County, the employee shall be compensated at the regular rate of pay for all hours worked and for all travel time.
- 25.3 Employees may elect to receive compensatory time off in exchange for training hours put in by employees.

ARTICLE 26: EMPLOYER SECURITY

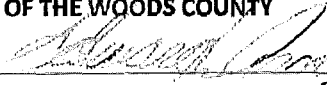
None of the Employees covered by this Agreement will engage in or encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purposes of inducing, influencing or coercing a change in the conditions, compensation, or the rights, privileges or obligations of employment.

ARTICLE 27: EXPIRATION

This Agreement shall be effective from March 5, 2022 and shall continue in full force and effect until December 31, 2024 and shall automatically renew itself thereafter, until and unless either party at least sixty (60) days before December of 2024 notifies the other party in writing that it desires to terminate or modify the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 20th day of March, 2023

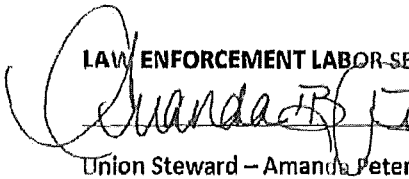
LAKE OF THE WOODS COUNTY



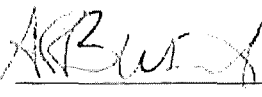
County Board Chair
Date 3/28/2023

County Labor Negotiator Date

LAW ENFORCEMENT LABOR SERVICES



Union Steward – Amanda Peterson Date 3/20/23



LELS Business Agent – Adam Burnside Date 3/20/23

APPENDIX A: WAGES AND CLASSIFICATION

On January 1st, 2023, the bargaining unit earned a 2.75% COLA and one step, if eligible. Upon ratification of the 22-24 contract, positions in this bargaining unit were moved up one grade and placed at their existing step on the new grade.

On January 1st, 2024, the bargaining unit will earn a 2.75% COLA and one step, if eligible.

	March 5, 2023 Grade	2023 Step	Hourly Base (Includes 2.75% COLA)	January 1, 2024 Step	Hourly Base (includes 2.75% COLA)
E911 Corrections Officer					
Donald Castle	11	9	\$26.04	10	\$27.23
Amanda Peterson	11	3	\$23.22	4	\$24.34
Emily Tiedemann	11	8	\$25.57	9	\$26.75
Leah Shaw	11	4	\$23.69	5	\$24.34

Administrative Assistant

Julie Berggren	12	10	\$27.97	11	\$29.26
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Emergency Manager

Jill Hasbargen-Olson	12	13	\$29.47	14	\$30.80
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Jail Administrator

Tamara Mauer	12	11	\$28.47	12	\$29.77
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Ideal Range Structure

Anchor 127 7.0% 10.75 0.75 97.25% 2023 - 2.75% Increase and Applicable Merit Step Increase \$16.35 2080 Hours/Yr

Grade	Evaluation Points		Range Steps													Range Percent Spread	Grade Spread	Grade	Step Value	
	Point Min	Point Max	A/1 Min	B/2	C/3	D/4	E/5	F/6	G/7	H/8	I/9	J/10	K/11	L/12 Max	M/13					N/14
1	127	135	\$13.45	\$13.71	\$13.98	\$14.24	\$14.51	\$14.77	\$15.04	\$15.30	\$15.57	\$15.83	\$16.10	\$16.36	\$16.62	\$16.89	21.6%		1	\$0.26
2	136	144	\$14.13	\$14.41	\$14.69	\$14.97	\$15.25	\$15.53	\$15.80	\$16.08	\$16.36	\$16.64	\$16.92	\$17.20	\$17.48	\$17.76	21.7%	5.13%	2	\$0.28
3	145	155	\$14.84	\$15.14	\$15.43	\$15.73	\$16.02	\$16.32	\$16.61	\$16.91	\$17.20	\$17.50	\$17.79	\$18.09	\$18.39	\$18.68	21.9%	5.17%	3	\$0.30
4	156	165	\$15.58	\$15.90	\$16.21	\$16.53	\$16.84	\$17.16	\$17.47	\$17.79	\$18.10	\$18.42	\$18.73	\$19.05	\$19.37	\$19.68	22.3%	5.31%	4	\$0.32
5	166	177	\$16.38	\$16.71	\$17.05	\$17.38	\$17.72	\$18.05	\$18.39	\$18.72	\$19.06	\$19.39	\$19.73	\$20.06	\$20.39	\$20.73	22.5%	5.30%	5	\$0.33
6	178	190	\$17.22	\$17.57	\$17.93	\$18.28	\$18.64	\$18.99	\$19.35	\$19.70	\$20.06	\$20.41	\$20.77	\$21.12	\$21.47	\$21.83	22.6%	5.28%	6	\$0.35
7	191	203	\$18.11	\$18.49	\$18.86	\$19.24	\$19.62	\$19.99	\$20.37	\$20.74	\$21.12	\$21.50	\$21.87	\$22.25	\$22.63	\$23.00	22.9%	5.35%	7	\$0.38
8	204	217	\$19.07	\$19.47	\$19.86	\$20.26	\$20.66	\$21.05	\$21.45	\$21.84	\$22.24	\$22.64	\$23.03	\$23.43	\$23.83	\$24.22	22.9%	5.30%	8	\$0.40
9	218	232	\$20.09	\$20.51	\$20.92	\$21.34	\$21.76	\$22.18	\$22.59	\$23.01	\$23.43	\$23.85	\$24.26	\$24.68	\$25.10	\$25.51	22.8%	5.34%	9	\$0.42
10	233	249	\$21.16	\$21.60	\$22.05	\$22.49	\$22.93	\$23.38	\$23.82	\$24.27	\$24.71	\$25.15	\$25.60	\$26.04	\$26.48	\$26.93	23.1%	5.51%	10	\$0.44
11	250	266	\$22.28	\$22.75	\$23.22	\$23.69	\$24.16	\$24.63	\$25.10	\$25.57	\$26.04	\$26.51	\$26.98	\$27.45	\$27.92	\$28.39	23.2%	5.41%	11	\$0.47
12	267	285	\$23.47	\$23.97	\$24.47	\$24.97	\$25.47	\$25.97	\$26.47	\$26.97	\$27.47	\$27.97	\$28.47	\$28.97	\$29.47	\$29.97	23.4%	5.54%	12	\$0.50
13	286	305	\$24.73	\$25.26	\$25.79	\$26.33	\$26.86	\$27.39	\$27.92	\$28.45	\$28.98	\$29.52	\$30.05	\$30.58	\$31.11	\$31.64	23.7%	5.56%	13	\$0.53
14	306	326	\$26.08	\$26.64	\$27.20	\$27.77	\$28.33	\$28.89	\$29.45	\$30.01	\$30.57	\$31.14	\$31.70	\$32.26	\$32.82	\$33.38	23.7%	5.49%	14	\$0.56
15	327	349	\$27.51	\$28.11	\$28.70	\$29.30	\$29.89	\$30.49	\$31.08	\$31.68	\$32.27	\$32.87	\$33.46	\$34.06	\$34.66	\$35.25	23.8%	5.58%	15	\$0.60
16	350	374	\$29.02	\$29.65	\$30.28	\$30.92	\$31.55	\$32.18	\$32.81	\$33.44	\$34.07	\$34.71	\$35.34	\$35.97	\$36.60	\$37.23	23.9%	5.61%	16	\$0.63
17	375	400	\$30.63	\$31.30	\$31.97	\$32.64	\$33.31	\$33.98	\$34.64	\$35.31	\$35.98	\$36.65	\$37.32	\$37.99	\$38.66	\$39.33	24.0%	5.62%	17	\$0.67
18	401	428	\$32.31	\$33.02	\$33.73	\$34.44	\$35.15	\$35.86	\$36.57	\$37.28	\$37.99	\$38.70	\$39.41	\$40.12	\$40.83	\$41.54	24.2%	5.61%	18	\$0.71
19	429	458	\$34.11	\$34.86	\$35.61	\$36.37	\$37.12	\$37.87	\$38.62	\$39.37	\$40.12	\$40.88	\$41.63	\$42.38	\$43.13	\$43.88	24.2%	5.63%	19	\$0.75
20	459	490	\$36.03	\$36.83	\$37.63	\$38.43	\$39.23	\$40.03	\$40.84	\$41.64	\$42.44	\$43.24	\$44.04	\$44.84	\$45.64	\$46.44	24.5%	5.80%	20	\$0.80
21	491	525	\$38.06	\$38.90	\$39.75	\$40.59	\$41.43	\$42.28	\$43.12	\$43.97	\$44.81	\$45.65	\$46.50	\$47.34	\$48.18	\$49.03	24.4%	5.58%	21	\$0.84
22	526	562	\$40.20	\$41.10	\$41.99	\$42.89	\$43.78	\$44.68	\$45.57	\$46.47	\$47.36	\$48.26	\$49.15	\$50.05	\$50.95	\$51.84	24.5%	5.72%	22	\$0.90
23	563	601	\$42.48	\$43.43	\$44.38	\$45.33	\$46.28	\$47.23	\$48.17	\$49.12	\$50.07	\$51.02	\$51.97	\$52.92	\$53.87	\$54.82	24.6%	5.73%	23	\$0.95
24	602	643	\$44.88	\$45.89	\$46.89	\$47.90	\$48.91	\$49.91	\$50.92	\$51.92	\$52.93	\$53.94	\$54.94	\$55.95	\$56.96	\$57.96	24.7%	5.73%	24	\$1.01

Ideal Range Structure

Anchor 127 7.0% 10.75 0.75 97.25% 2024 - 2.75% Increase and Applicable Merit Step Increase \$16.80 2006 Hours/Yr

Evaluation Points		Range Steps																		
Grade	Point Min	Point Max	A/1 Min	B/2	C/3	D/4	E/5	F/6	G/7	H/8	I/9	J/10	K/11	L/12 Max	M/13	N/14	Range Percent Spread	Grade Spread	Grade	Step Value
1	127	135	\$13.82	\$14.09	\$14.36	\$14.64	\$14.91	\$15.18	\$15.45	\$15.72	\$15.99	\$16.27	\$16.54	\$16.81	\$17.08	\$17.35	21.6%		1	\$0.27
2	136	144	\$14.52	\$14.81	\$15.09	\$15.38	\$15.67	\$15.95	\$16.24	\$16.52	\$16.81	\$17.10	\$17.38	\$17.67	\$17.96	\$18.24	21.7%	5.12%	2	\$0.29
3	145	155	\$15.25	\$15.55	\$15.86	\$16.16	\$16.46	\$16.77	\$17.07	\$17.38	\$17.68	\$17.98	\$18.29	\$18.59	\$18.89	\$19.20	21.9%	5.21%	3	\$0.30
4	156	165	\$16.01	\$16.33	\$16.66	\$16.98	\$17.30	\$17.63	\$17.95	\$18.28	\$18.60	\$18.92	\$19.25	\$19.57	\$19.89	\$20.22	22.2%	5.27%	4	\$0.32
5	166	177	\$16.83	\$17.17	\$17.52	\$17.86	\$18.20	\$18.55	\$18.89	\$19.24	\$19.58	\$19.92	\$20.27	\$20.61	\$20.95	\$21.30	22.5%	5.31%	5	\$0.34
6	178	190	\$17.69	\$18.05	\$18.42	\$18.78	\$19.15	\$19.51	\$19.88	\$20.24	\$20.61	\$20.97	\$21.34	\$21.70	\$22.06	\$22.43	22.7%	5.29%	6	\$0.36
7	191	203	\$18.61	\$19.00	\$19.38	\$19.77	\$20.16	\$20.54	\$20.93	\$21.31	\$21.70	\$22.09	\$22.47	\$22.86	\$23.25	\$23.63	22.8%	5.35%	7	\$0.39
8	204	217	\$19.59	\$20.00	\$20.40	\$20.81	\$21.22	\$21.63	\$22.03	\$22.44	\$22.85	\$23.26	\$23.66	\$24.07	\$24.48	\$24.88	22.9%	5.29%	8	\$0.41
9	218	232	\$20.64	\$21.07	\$21.50	\$21.93	\$22.36	\$22.79	\$23.21	\$23.64	\$24.07	\$24.50	\$24.93	\$25.36	\$25.79	\$26.22	22.9%	5.36%	9	\$0.43
10	233	249	\$21.74	\$22.20	\$22.65	\$23.11	\$23.57	\$24.02	\$24.48	\$24.93	\$25.39	\$25.85	\$26.30	\$26.76	\$27.22	\$27.67	23.1%	5.52%	10	\$0.46
11	250	266	\$22.89	\$23.37	\$23.86	\$24.34	\$24.82	\$25.30	\$25.79	\$26.27	\$26.75	\$27.23	\$27.72	\$28.20	\$28.68	\$29.17	23.2%	5.38%	11	\$0.48
12	267	285	\$24.12	\$24.63	\$25.15	\$25.66	\$26.17	\$26.69	\$27.20	\$27.72	\$28.23	\$28.74	\$29.26	\$29.77	\$30.28	\$30.80	23.4%	5.57%	12	\$0.51
13	286	305	\$25.41	\$25.96	\$26.50	\$27.05	\$27.60	\$28.14	\$28.69	\$29.23	\$29.78	\$30.33	\$30.87	\$31.42	\$31.97	\$32.51	23.7%	5.54%	13	\$0.55
14	306	326	\$26.80	\$27.38	\$27.95	\$28.53	\$29.11	\$29.69	\$30.26	\$30.84	\$31.42	\$32.00	\$32.57	\$33.15	\$33.73	\$34.30	23.7%	5.51%	14	\$0.58
15	327	349	\$28.27	\$28.88	\$29.49	\$30.11	\$30.72	\$31.33	\$31.94	\$32.55	\$33.16	\$33.78	\$34.39	\$35.00	\$35.61	\$36.22	23.8%	5.58%	15	\$0.61
16	350	374	\$29.82	\$30.47	\$31.12	\$31.77	\$32.42	\$33.07	\$33.71	\$34.36	\$35.01	\$35.66	\$36.31	\$36.96	\$37.61	\$38.26	23.9%	5.60%	16	\$0.65
17	375	400	\$31.47	\$32.16	\$32.84	\$33.53	\$34.22	\$34.91	\$35.59	\$36.28	\$36.97	\$37.66	\$38.34	\$39.03	\$39.72	\$40.40	24.0%	5.60%	17	\$0.69
18	401	428	\$33.20	\$33.93	\$34.66	\$35.39	\$36.12	\$36.85	\$37.57	\$38.30	\$39.03	\$39.76	\$40.49	\$41.22	\$41.95	\$42.68	24.2%	5.61%	18	\$0.73
19	429	458	\$35.05	\$35.82	\$36.60	\$37.37	\$38.14	\$38.91	\$39.69	\$40.46	\$41.23	\$42.00	\$42.78	\$43.55	\$44.32	\$45.10	24.3%	-5.65%	19	\$0.77
20	459	490	\$37.02	\$37.84	\$38.67	\$39.49	\$40.31	\$41.13	\$41.96	\$42.78	\$43.60	\$44.42	\$45.25	\$46.07	\$46.89	\$47.72	24.4%	5.79%	20	\$0.82
21	491	525	\$39.11	\$39.98	\$40.84	\$41.71	\$42.58	\$43.44	\$44.31	\$45.17	\$46.04	\$46.91	\$47.77	\$48.64	\$49.51	\$50.37	24.4%	5.58%	21	\$0.87
22	526	562	\$41.31	\$42.23	\$43.15	\$44.07	\$44.99	\$45.91	\$46.83	\$47.75	\$48.67	\$49.59	\$50.51	\$51.43	\$52.35	\$53.27	24.5%	5.74%	22	\$0.92
23	563	601	\$43.65	\$44.63	\$45.60	\$46.58	\$47.55	\$48.53	\$49.50	\$50.48	\$51.45	\$52.43	\$53.40	\$54.38	\$55.36	\$56.33	24.6%	5.74%	23	\$0.98
24	602	643	\$46.11	\$47.14	\$48.18	\$49.21	\$50.25	\$51.28	\$52.32	\$53.35	\$54.39	\$55.42	\$56.46	\$57.49	\$58.52	\$59.56	24.7%	5.72%	24	\$1.03

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LAKE OF THE WOODS COUNTY
AND**

**LAW ENFORCEMENT LABOR SERVICES (LELS),
LOCAL UNION NO. 510
Non-Licensed Supervisory Unit**

This Agreement will be attached to the Labor Agreements in effect between Lake of the Woods County (County) and the Law Enforcement Labor Services, Local Union No. 510 (Union) dated March 5, 2023 through December 31, 2024. This Memorandum of Understanding will expire on December 31, 2024.

WHEREAS unique circumstances exist for employees employed as E911 Corrections Officers providing 24-hour emergency services in terms of scheduling and the inability to utilize vacation benefits earned; and

WHEREAS staffing levels have also impacted the ability of E911 Corrections Officers to utilize vacation benefits provided to them; and

WHEREAS the County and the Union desire to establish a Memorandum of Understanding for a defined period of time, as described herein, to address vacation accruals for the E911 Corrections Officers.

THEREFORE, the parties enter into this Memorandum of Understanding as follows:

Upon ratification of the 22-24 Collective Bargaining Agreement, employees in the E911 Corrections Officer classification who have accumulated 288 hours of vacation shall be paid 4 hours of time at straight time per pay period for any pay periods when the employee is at 288 hours of accumulated vacation.

This MOU shall expire on December 31, 2024 unless the parties are able to negotiate language into a subsequent Collective Bargaining Agreement.

ON BEHALF OF LAKE OF THE WOODS COUNTY




Chairperson, Board of Commissioners

Date 03-28-2023

ON BEHALF OF LELS

President


Business Agent

Date _____

Date 3/20/2023