

**The
LABOR AGREEMENT**

between

THE COUNTY OF RED LAKE

and

**LAW ENFORCEMENT LABOR SERVICES,
INC.**

**(Essential Employee Unit
Deputy & Dispatcher Local 175)**

January 1, 2023 through December 31, 2025

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ARTICLE 1
Purpose of Agreement

- 1.1 This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the County of Red Lake, hereinafter called the employer, and Law Enforcement Labor Services, Inc., hereinafter called LELS, Inc. The intent and purpose of this Agreement is to:
- 1.1.1 Establish the foundation for a harmonious and effective labor-management relationship.
 - 1.1.2 Express in written form the complete Agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.
 - 1.1.3 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement.

The Employer and LELS, Inc., through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication. The parties recognize that this Agreement is not intended to modify any of the authority or duties vested in or required of the County of Red Lake by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE 2
Recognition

- 2.1 The Employer recognizes LELS, Inc. as the exclusive representative for a unit of Red Lake County employees composed as follows:

All essential employees employed by the County of Red Lake Sheriff's Department, Red Lake Falls, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential, supervisory and all other employees. BMS Case No. 91-PCE-2193, April 3, 1991.

- 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 will be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3
Definitions

- 3.1 The terms used in this Agreement shall be defined as follows:
- 3.1.1 Anniversary Date is the date established for salary grade step increases.
 - 3.1.2 Base Pay Rate: The employee's basic hourly or monthly pay rate exclusive of premium pay, holiday, longevity, or any other special allowances.
 - 3.1.3 Continuous Service: Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
 - 3.1.4 Days: Unless otherwise indicated, means calendar days. Working days means Monday through Friday, exclusive of holidays, regardless of the actual days that an employee is scheduled to work.
 - 3.1.5 Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
 - 3.1.6 Department: The Red Lake County Sheriff's Department.
 - 3.1.7 Emergency: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
 - 3.1.8 Employee: A member of the exclusively recognized bargaining unit defined in this Agreement.
 - 3.1.9 Employer: Red Lake County Board of Commissioners and its designated representatives including the Red Lake County Sheriff.
 - 3.1.10 Full Month of Services: One (1) calendar month of continuous service.
 - 3.1.11 Full Time Employee: An employee regularly scheduled to work one hundred sixty (160) hours in a twenty-eight (28) day cycle.
 - 3.1.12 Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
 - 3.1.13 Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.
 - 3.1.14 Part-time Employee: An employee regularly scheduled to work less than one hundred sixty (160) hours in a twenty-eight (28) day cycle.

- 3.1.15 Permanent Employee: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 3.1.16 Probationary Period: The first six (6) months for dispatchers and twelve (12) months for deputies of service of newly hired or rehired employees, as provided by Article 10.
- 3.1.17 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.1.18 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- 3.1.19 Seniority: The length of service established by Article 6
- 3.1.20 Temporary Employee: An employee hired on a temporary basis, for a period not to exceed six (6) months as designated by the Employer, in a position that has little prospect for continued employment. Such employees shall earn the salary rate set forth in Appendix A or their class for temporary employees as determined by the Employer, and shall not receive any other benefits.
- 3.1.21 Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualification.
- 3.1.22 Exempt Employee: An employee exempt from the provisions of the federal Fair Labor Standards Act.
- 3.1.23 LELS, Inc.: Law Enforcement Labor Services, Inc.
- 3.1.24 LELS, Inc. Member: A member of the Law Enforcement Labor Services, Inc.
- 3.1.25 Steward: A LELS, Inc. local member designated to represent the local or members in negotiation sessions or to handle grievances.
- 3.1.26 Immediate Family: Includes spouse, children, stepchildren, grandchildren, wards, brothers, sisters, parents, and grandparents of either the employee or the employee's spouse.

ARTICLE 4
LELS, Inc. Security

- 4.1 In recognition of LELS, Inc. as the exclusive representative, the Employer shall;
 - 4.1.1 Deduct each month an amount sufficient to provide the payment of regular dues established by LELS, Inc. from the wages of all employees authorizing in writing such deduction in a form agreed upon by the Employer and LELS, Inc.; and
 - 4.1.2 Deduct fair share fees in accordance with the provision of Minn. Stat. 179A.06, Subd. 3.
 - 4.1.3 Remit monthly such deductions to the appropriate designated officer of LELS, Inc. with a list of the names of the employees from whose wages deductions were made; and
 - 4.1.4 LELS, Inc. shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 4.2 LELS, Inc. agrees to represent all members of the unit fairly and without discrimination.
- 4.3 LELS, Inc. agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments including attorney's fees brought or issued against the Employer under the provisions of this Article.
- 4.4 LELS, Inc. may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. LELS, Inc. shall also certify to the Employer a complete and current list of its local officers and representatives.
 - 4.4.1 The Employer agrees to recognize stewards certified by LELS, Inc. as provided in this Section, subject to the following stipulations: Stewards and other employee LELS, Inc. officers shall not leave their work stations without the prior permission of their supervisor and they shall notify their supervisor upon return to their work stations. Permission to leave a workstation for LELS, Inc. business will be limited to the investigation and presentation of grievances to the Employer. One steward may be on paid time to investigate or present a grievance. (See Sec. 15.7.2]
 - 4.4.2 Non-employee representatives of LELS, Inc., previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the Sheriff or his representative and provided LELS, Inc. representatives do not interfere with the work of employees. LELS, Inc. agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other LELS, Inc.

activities on the Employer's time. LELS, Inc. shall not use the Employer's premises or facilities for LELS, Inc. business without the prior approval of the Employer.

- 4.4.3 The Employer agrees to allow LELS, Inc. to use designated bulletin boards for the purpose of posting LELS, Inc. negotiation or grievance status reports, notices of LELS, Inc. meetings, LELS, Inc. elections, LELS, Inc. election returns, LELS, Inc. appointments to office, and LELS, Inc. recreational or social affairs. LELS, Inc. agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.
- 4.5 The Employer agrees not to enter into any additional agreements with employees, individually or collectively concerning any terms or conditions of employment.

ARTICLE 5
Employer Authority

- 5.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights granted to it pursuant to Minnesota Statutes §179A.07, Subd. 1 and authority necessary for it to operate and direct the affairs of the Employer in all 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 Employer, to determine the methods, means organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities.

It is further recognized that the Employer has the right to

- 5.1.1 Operate and manage its affairs in all aspects in accordance with existing and future laws and regulations of appropriate authorities.
 - 5.1.2 Adopt policies, rules or procedures which do not conflict with the specific terms of this Agreement; and
 - 5.1.3 Take all actions necessary to accomplish the mission of the Employer in cases of emergency.
- 5.2 The Employer retains all rights and privileges not specifically addressed or modified by this Agreement.

ARTICLE 6
Seniority

- 6.1 Seniority Lists: Upon request of LELS, Inc. the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification and department to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining unit. When two or more employees have the same seniority date, lot will determine their position on the seniority list. Such list shall be updated annually and posted in the Law Enforcement Center. A copy of the list will be made available to the LELS, Inc. representative upon request to the Employer.
- 6.2 Types of Seniority: There shall be three (3) types of seniority established by this Agreement.
- 6.2.1 Service Seniority, the total length of continuous services with the County.
- 6.2.2 Department Seniority, the total length of service within a specific department or division of county service.
- 6.2.3 Classification Seniority, the total length of service with a work classification.
- 6.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, layoff, when rights to recall under 6.4.3 expire, discharge or retirement.
- 6.4 Except in those instances where senior employees are not qualified to perform remaining work, classification seniority shall determine the order of:
- 6.4.1 Layoff shall be by classification within the department in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in a lower classification, provided that the Employer determines the employee who is exercising bumping rights has previously held the position and is adequately qualified to perform the duties of the classification into which the employee is bumping and the employee has greater department seniority than the employee who is to be bumped.
- 6.4.2 The Employer shall issue written notice of an indefinite layoff at least seven (7) days in advance of layoff and will meet and confer with LELS, Inc. to attempt to minimize the impact of the layoff on unit members. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may layoff an employee for a definite period of forty-four (44) days or less by giving written notice to the affected employees.
- 6.4.3 Recall from layoff, which shall be by classification within the department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually

acceptable to the employee and Employer, the employee shall automatically have terminated the employee's employment. Recall notification shall be by mail to the employee's last known address for an indefinite layoff. The Employer shall issue written notice of recall from an indefinite layoff to affected employees, providing at least seven (7) days to return to work. Recall notification shall be contained in the layoff notice for layoffs for a definite period. An employee's name shall be retained on the recall list for two (2) years, at which time all rights shall terminate.

- 6.5 The Employer is committed to hiring the most qualified candidate for County service. When all other qualifications are equal, the Employer shall select the applicant with the greater service seniority for the job opening.
- 6.6 For a period of five (5) days prior to filling a vacant or newly created position, the Employer shall post, in a conspicuous place, in the department, notice of all vacant or newly created positions to be filled. Such notice shall state the type of work, the place of work, rate of pay, normal hours to be worked, and the job classification. The Employer shall publish the process by which promotions will be made.

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 Processing of a Grievance: An employee's role in processing a grievance shall be accomplished in accordance with Section 4.4.1.
- 7.3 Procedure: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this contract shall, within twenty-one (21) days after such alleged violation has occurred, present such grievance to the Sheriff. The grievance shall be placed in writing and set forth the nature of the grievance, facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested. The Sheriff shall respond to the grievance within ten (10) days of receipt of the written grievance. LELS, Inc. may appeal the Sheriff's answer to Step 2 within ten (10) days of the answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS, Inc. within ten (10) days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by LELS, Inc. and discussed with the County Board or its designee. The County Board, or its designee, shall give LELS, Inc. the Employer's answer in writing within ten (10) days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) days following the County Board's or its designee's answer in Step 2. Any grievance not appealed in writing to Step 3 by

LELS, Inc. within ten (10) days shall be considered waived.

- 2.A. Prior to submission of a dispute to arbitration at Step 3, the Employer or LELS, Inc. may request that the Bureau of Mediation Services mediate the dispute. Both parties must agree to mediation. The time lines set forth in Step 2 for appeal to Step 3 shall be tolled until the completion of mediation.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 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 in made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. For Licensed Deputy grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.

- 7.4 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this contract. The arbitrator shall consider and decide only the specific issues submitted in writing by the Employer and LELS, Inc., and shall have no authority to make a decision on any other issue not so submitted. The arbitrator may not ignore the language of this Agreement and must render a decision consistent with the specific provisions of this Agreement. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall render his/her decision in writing within thirty (30) days following close of the hearing or the submission of briefs, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and LELS, Inc. and shall 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.
- 7.5 Arbitrator's Fees: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and LELS, Inc., provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 7.6 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, Inc. may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit of each step may be extended by mutual agreement of the Employer and LELS, Inc.

- 7.7 Choice of Remedy: If, as a result of the written Employer's response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3, or a procedure such as: Civil Services, Veterans Preference or Human Rights. If appealed to any procedure other than Step 3, the grievance is not subject to the arbitration procedure as provided in Step 3. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 3, 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 3. 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.

ARTICLE 8
Legal Services

- 8.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless and indemnify an employee and/or the employee's estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties, in accordance with Minn. State. 466.07.

ARTICLE 9
No Strike

- 9.1 Neither LELS, Inc., its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or rights, privileges or obligations of employment. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

ARTICLE 10
Probation Periods

- 10.1 All newly hired, rehired or promoted employees shall be probationary and shall serve a six (6) month probationary period for dispatchers and 12 months for deputies.
- 10.2 The Employer, at its sole discretion, may discipline or discharge a probationary, or temporary employee; such action shall not be subject to the grievance procedure.

ARTICLE 11
Work Schedules - Premium Pay

- 11.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 11.2 Work Shift: Work shifts; flex time arrangements, staffing schedules and the assignment of employees thereto shall be established by the Employer.

Sleep Time: Except in cases of sudden illness of another employee or emergencies, employees will not be required to work consecutive shifts that are not more than twelve (12) hours apart and/or employees will not be required to work more than twelve (12) hours in any one twenty-four (24) hour time period.

- 11.3 Work Schedule Changes: The Employer shall notify employees thirty (30) days in advance of any permanent changes in their work schedules. Temporary changes in work schedules including, but not limited to early starts, early quits or send homes shall be at the Employer's discretion.
- 11.4 Overtime: Overtime hours worked will be compensated at a rate of time and one-half (1 ½) the employee's base rate of pay. Overtime hours will be paid for all hours worked above 80 hours worked in a two (2) week (regular pay cycle) period. Overtime will be accumulated on a daily basis, and vacation time or sick leave taken at the end of a pay period will not reduce overtime hours that have been earned during the pay period. Holiday hours (straight-time pay) payment on holidays that were not worked, does not affect overtime hour calculations within a payment period. Cycle is Monday through Sunday. Overtime shall be divided as equally as possible among all employees.

- 11.5 Overtime Rate: All employees shall be compensated for all overtime hours worked at the rate of time and one-half (1/2) the employee's base rate.
- 11.6 No Pyramiding of Hours: The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.
- 11.7 Voluntary Shift Switching: Employees may voluntarily switch shifts with the prior approval of the Employer. Voluntary switching of shifts will not obligate the Employer for overtime or other premium pay.
- 11.8 Court Time and Call Back: An employee who is required to appear in Court in the employee's capacity during the employee's scheduled off-duty time will receive a minimum of three (3) hours pay at one and one-half (1½) times the employee's base rate of pay.

An employee called back to work during the employee's scheduled time off will receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base rate of pay. An extension of, or an early report for a regularly scheduled shift does not qualify the employee for the minimum. Such hours shall count towards the calculation of eligibility for overtime. (See Sec. 11.4)

- 11.9 On Call: An employee who is required to work on-call hours will be paid at a rate of \$3.00 per hour.

- 11.10 Shift differential: Employees who work the following shifts will receive a \$1.00 shift differential.

Monday through Friday: 5:00pm – 3:00am.

Friday through Monday: 5:00pm – 3:00am including daytime hours.

Employees cannot receive the working differential rate and the on-call rate using the same hours.

- 11.11 The employee has the choice to take either overtime pay or compensation time for all overtime hours worked. There will be a maximum accrual of compensation time of one hundred sixty (160) hours during the year. Accrued compensation time will be at a maximum of eighty (80) hours the first pay period in December of each calendar year. All accrued compensation time over the maximum of eighty (80) hours after the first pay period in December will be paid out to the employee and the employee's accrual balance will be eighty (80) hours.

It is the responsibility of the Department Authority to monitor all compensatory time, and to see that employees are staying within the guidelines. The Department Authority must approve accumulation and use of compensatory time.

11.12 Regular and permanent part-time employees will be paid out their accrued balance of compensation time when they leave employment at Red Lake County.

ARTICLE 12
Holidays

12.1 The County shall recognize as paid holidays those ten and a half (10.5) holidays specified as follows:

	Holiday	Date
1	New Years Day	January 1
2	Martin Luther King Day	The third Monday in January
3	President's Day	The third Monday in February
4	Memorial Day	The last Monday in March
5	½ Good Friday (4 Hours)	The Friday before Easter
6	Independence Day	July 4
7	Labor Day	The first Monday in September
8	Veterans Day	November 11
9	Thanksgiving Day - 1	The fourth Thursday in November
10	Thanksgiving Day - 2	The Friday after Thanksgiving Day
11	Christmas Day	December 25

12.2a Employees shall receive eight (8) hours pay at their regular straight time hourly rate for each of the recognized holidays they are not scheduled to work.

12.2b Employees eligible for holiday pay provided by Section 12.1 of this article who work on any such holiday shall receive two (2) times their base pay for all such hours worked in addition to paid holiday pay.

12.2c Employees requesting to take a regularly scheduled holiday off, if approved, shall be allowed to use the eight hours of holiday pay and supplement the remainder of the scheduled shift with vacation or other leave to complete the workday.

12.2d The Employer shall add Juneteenth as a holiday once the State of Minnesota adopts the holiday into law.

ARTICLE 13
Vacations

- 13.1 All full-time employees shall be eligible for vacation leave benefits at their current base pay rate, except newly hired employees, who shall not be eligible to utilize vacation benefits during the first six (6) months of the probationary period.
- 13.2 All full-time permanent employees will annually earn vacation at the following rate:

Deputies	Number of Days	Equivalent Hours
1st through 3rd year of employment	12	120
4 th through 9th year of employment	15	150
10 th through 14th year of employment	18	180
15 th through 19 th year of employment	20	200
20 plus years of employment	22	220

Dispatchers	Number of Days	Equivalent Hours
1st through 3rd year of employment	12	96
4 th through 9th year of employment	15	120
10 th through 14th year of employment	18	144
15 th through 19 th year of employment	20	160
20 plus years of employment	22	176

- 13.3 Upon complete termination of employment permanent employees shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating employee shall be paid at the employee's base rate at the time of termination.
- 13.4 Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.
- 13.5 Deputies may not accumulate more than 370 hours of vacation.
- Dispatchers may not accumulate more than 340 hours of vacation. Vacation cannot be used in less than one (1) hour increments.
- 13.6 The Sheriff must approve vacation time off, in advance. Vacation time off may be denied if the Sheriff determines that the needs of the department will not be served if the time off is granted. Approved vacation leave will not be cancelled except in cases of emergency or by consent of the affected employee.

- 13.7 Full-time employees who work on December 24th, when December 24th is on a Monday, Tuesday, Wednesday, or Thursday, will be credited with an additional four (4) hours of vacation.

ARTICLE 14 Sick Leave

- 14.1 Full-time employees may earn sick leave at the following rate:

Deputies earn sick leave based on 9-hour days to a maximum of nine hundred (900) hours.

Dispatchers earn sick leave based on eight (8) hour days to a maximum of 900 hours.

Sick leave benefits, when authorized, shall be paid at the employee's current base rate of pay. [Part-time employees see Sec. 23.1]

- 14.2 Sick leave may be authorized on the basis of application therefore, approved by the Employer, for actual disability of the employee due to illness, maternity, injury, legal quarantine, dental or medical treatment necessitating the employee's absence. Sick leave usage shall be subject to approval and verification by the Employer, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, and other information the Employer deems necessary.

Eligible employees may use personal sick leave benefits to care for a sick or injured member of the employee's immediate family for such reasonable periods, as the employee's attendance with the immediate family member may be necessary in accordance with the Family Medical Leave Act.

- 14.3 To be eligible for sick leave payment, an employee must notify the Sheriff or his designee prior to the starting time of the employee's scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 14.4 A disabled employee who, because of extended illness or injury, has exhausted all compensated leave may, upon application to the Employer, be granted a medical leave of absence without pay, not to exceed ninety (90) days. This leave may be extended up to one (1) year with the approval of the Employer.
- 14.5 The Employer may require an employee who is absent from duty, due to use of sick leave or a medical leave of absence, to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the Employer's expense, that will enable the Employer to determine the employee's fitness for performance of the employee's duties.

When it is determined that the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign.

- 14.6 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.
- 14.7 Any employee who by reason of sickness or injury receives Workers' Compensation benefits may receive from the employer additional differential benefit from the accumulated sick leave, vacation leave, or other accumulated leave time, but the total weekly compensation including leave and compensation benefits shall not exceed the net weekly base rate of an employee.
- 14.8 Once an employee has reached the maximum number of sick leave days allowed, 25% of the excess will be converted to vacation

ARTICLE 15 Leaves of Absence

- 15.1 General Conditions: To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on an approved leave of absence may cancel the leave and return to the work early with the approval of the Employer. The employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the employer finds the employee is using the leave for purposes other than those specified at the time of approval.
- 15.2 The Sheriff may grant a leave of absence without pay not to exceed ninety (90) calendar days when such leave does not unduly interfere with the performance of the department's work assignment.
- 15.3 The County Board may grant leaves in excess of ninety (90) days, in advance, when it is the best interest of the County. Employees on such leave will not accrue any fringe benefits, but will remain part of the group insurance or annuity programs upon assumption of the Employer's share of such programs by the employee.
- 15.4 Upon return from a leave of absence, the employee shall be reinstated in the position the employee held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where the employee was when the leave began, with any adjustments added to the schedule during the employee's leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, or toward length of service required to complete a probationary period.

- 15.5 Military Duty Leave: In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at the employee's current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) consecutive calendar days per calendar year. The employee shall present the Employer with official copies of the order received. The employee shall apply for such leave as soon as practical after necessity for the leave is known.
- 15.6 Jury Duty: An employee shall be granted a leave of absence anytime the employee is required to report for jury duty or jury services. The employee shall be paid the difference between any jury duty compensation the employee receives and the employee's regular wage for each day of jury duty. Any mileage due the employee for jury duty service shall be paid separately from jury duty compensation.
- 15.7 Leaves without Pay: At the discretion of the Employer, a leave of absence without pay may be granted to an employee requesting such leave in writing.
- 15.7.1 Parental Leave: Such leave shall be granted according to state law. See Minn. Stat. 181.941, Subd. 1.
- 15.7.2 LELS Inc. Business: The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting LELS, Inc. business when such time will not unduly interfere with the operations of the department.
- 15.8 Funeral Leave: Payment for an employee's absence due to a death in their immediate family may be authorized based on the following:
- 15.8.1 Up to five (5) days off for members of the immediate family as defined in Sec. 3.1.26.
- 15.8.2 Approval of funeral leave must be obtained from the department head and will be decided using mitigating circumstances. Funeral leave counts against the employee's sick leave.
- 15.8.3 Time off for attending funerals of other relatives or friends, or additional time off for funerals will be deducted from accumulated vacation leave, compensatory time off, or taken without pay.

ARTICLE 16
Absence Without Leave

- 16.1 Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for two (2) consecutive days shall be deemed to have resigned the employee's employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence, if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE 17
Allowances

- 17.1 Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in County work, shall be entitled to reimbursement at the rate established by the Red Lake County Board of Commissioners.
- 17.2 Vest/soft body armor will be provided to new hires whose job requires such equipment by Red Lake County. Replacement vests will be provided by Red Lake County to current employees when the vests, which are in use, now have out lived their recognized safe use life.
- 17.3 Uniforms required by the Employer: The Employer will provide each eligible deputy a uniform and shoe allowance annually within the Sheriff's department budget to be used with approval of the County Sheriff as follows:
- Effective 2023: \$950.00
- 17.3 The Employer will pay for any training required by the Employer.
- 17.4 Post License Fee: Red Lake County will contribute, to each full-time deputy sheriff and investigative officer, up to \$90.00 for post license fees which come due each three (3) year cycle, and who are currently employed as a licensed deputy sheriff or investigative officer. Documentation showing renewal of license is required for reimbursement.

ARTICLE 18
Insurance

- 18.1 The Employer will contribute on behalf of each eligible employee, on a monthly basis as listed below:
- 18.1.a Eligible full-time employees covered under this agreement shall earn, on a monthly basis, \$1,000.00 deductible health insurance, and \$11,000.00 Life insurance and \$11,000.00 accidental death and dismemberment, and loss of time insurance package. The county reserves the right to cancel the loss of time

coverage for all employees, Union and non-union, at any time.

18.1.b Eligible employees who are regularly scheduled to work 24 through 31 hours per week shall earn 75% of a \$1,000.00 deductible single health insurance policy premium.

ARTICLE 19 Right of Subcontract

- 19.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by the employees covered by this Agreement.
- 19.2 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the employer, the Employer shall notify the LELS, Inc. when such determination is made, but in no case less than thirty (30) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with LELS, Inc. to discuss possible ways and means to minimize the impact on the employees in this unit.

ARTICLE 20 Individual Rights

- 20.1 Employees have the right to join or to refrain from joining LELS, Inc. Neither the Employer nor LELS, Inc. shall discriminate against or interfere with the rights of employees to become or not to become members of LELS, Inc. nor, further, there shall be no discrimination or coercion against any employee because of LELS, Inc. membership or non-membership. LELS, Inc. shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

ARTICLE 21 Part-Time Employees

- 21.1 Part-time employees shall receive pro rata vacation, sick leave and seniority benefits.
- 21.2 Wages shall be paid according to Appendix A.

ARTICLE 22
Discipline and Discharge

- 22.1 The Employer may discipline an employee only for just cause. Discipline shall be in one of the following forms, but not necessarily in the order shown:
1. Oral reprimand
 2. Written reprimand
 3. Suspension
 4. Transfer or demotion
 5. Discharge
- 22.2 An employee who is suspended, demoted, or discharged shall be notified of such action in writing with acknowledgment of receipt by the employee. The Employer will notify LELS, Inc. in the event disciplinary action has been taken.
- 22.3 Probationary, or temporary employees, see Sec. 10.2
- 22.4 An employee shall be given a copy of a written entry to the employee's personnel file, which is the result of a disciplinary action and shall be allowed to respond thereto. In addition, an employee shall be allowed to review the employee's personnel file and all documents therein at reasonable times and under conditions determined by the Employer. The Employer shall inform and advise the employee of the provisions of this section.
- 22.5 An employee shall be allowed LELS, Inc. representation at any step of the discipline procedure or any investigation, which could lead to disciplinary action. The Employer shall inform or advise an employee of the provisions of this Section.

ARTICLE 23
Salary Rates

- 23.1 Employees shall be compensated in accordance with the schedules attached hereto as Appendix A .
- 23.2 New employees and seasonal or temporary employees shall be paid at the rate stated in Appendix A.
- 23.3 Effective with the first payroll period after promotion or reclassification to a higher salary range, an employee shall be paid at the step of the salary range for the employee's new classification that reflects a salary increase.

ARTICLE 24
Severance Pay

24.1 After ten (10) years of continuous service with Red Lake County, the employee would be eligible to receive a percentage of their accumulated sick leave, up to a maximum of nine hundred (900) hours upon resignation or retirement from the county. Severance pay would only be payable upon resignation or retirement from the county and in accordance with the following schedule:

Years of Service	Percent Paid
10	20
15	60
20	70
25 Plus	80

24.2 Employees upon resignation, retirement or death shall be eligible for severance. The payment of the severance pay would be made the pay period following the resignation, retirement, or death providing no monies are owed the county. The rate of pay at the time of resignation, retirement, or death would determine the rate used to calculate the final severance amount. The full amount of the employee's severance pay would be deposited into the employees' Post-Employment Health Care Savings Plan as defined by the Minnesota State Retirement System. Upon the death of an employee, the family of the employee would receive the payment of the severance pay.

ARTICLE 25
Longevity

25.1 Each eligible employee classified in this agreement shall receive \$20.00 per month longevity pay for each five (5) years of continuous service with Red Lake County beginning January 1, 2023.

ARTICLE 26
Job Safety

26.1 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.

26.2 It shall 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 insure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

- 26.3 Disputes under the terms of this Article shall be subject to the grievance procedures Steps 1, 2 and 2A, but shall not be subject to arbitration; nor shall the provisions of this Article be admissible as evidence in any forum.

ARTICLE 27
Complete Agreement and
Waiver of Bargaining

- 28.1 This Agreement shall represent the complete Agreement between LELS, Inc. and Employer.
- 28.2 The parties acknowledge that during the negotiations that resulted in his Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and LELS, Inc., for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agree to do so.

ARTICLE 28
Savings Clause

- 29.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Red Lake County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 29

Term of Agreement

This Agreement shall be in full force and effect from January 1, 2023 through December 31, 2025, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

County of Red Lake

Law Enforcement Labor Services



Chairman, County Board of Commissioners



LELS, Inc. Business Agent

ATTEST:

12/22/22

Dated:



Clerk to the County Board of Commissioners



Bargaining Committee Member

12-27-22

Dated:

12-28-22

Dated:



County Sheriff

Bargaining Committee Member

12-27-22

Dated:

Dated:

Appendix A

All employees covered by this agreement shall be paid in accordance with Schedule "A" attached hereto and made a part of this agreement.

Local 175 employees will receive a four (4%) percent increase for 2023.

Local 175 employees will receive a five (5%) percent increase for 2024.

Local 175 employees will receive a three (3%) percent increase for 2025.

ASSUMPTIONS FOR MOVEMENT THROUGH PAY STEPS

Step System: Steps 1 through 10; movement every year.

Current Employees:

Established employees hired prior to January 1, 1993 will move through the steps on a calendar year (effective January 1) basis since this was the method used to place them on the correct step. Employees will move through steps according to established anniversary date. Documentation of unsatisfactory performance could result in postponement of step increase until performance is found to be satisfactory.

Other:

1. Hiring above Step 1 on the Pay Chart: Any department head wishing to hire above Step 1 must bring their proposal to the Board of Commissioners for approval. Movement through the steps will continue as indicated in the Step System.

SCHEDULE "A"

Job Min	Points Max	Grade #	Range Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Range Maximum
446	482	11	\$19.93	\$20.60	\$21.26	\$21.94	\$22.60	\$23.27	\$23.93	\$24.60	\$25.26	\$25.93
Dispatcher	4.00%	COLA	\$0.80	\$0.82	\$0.85	\$0.88	\$0.90	\$0.93	\$0.96	\$0.98	\$1.01	\$1.04
	2023		\$20.73	\$21.43	\$22.11	\$22.81	\$23.50	\$24.20	\$24.88	\$25.58	\$26.27	\$26.97
	5.00%		\$1.04	\$1.07	\$1.11	\$1.14	\$1.17	\$1.21	\$1.24	\$1.28	\$1.31	\$1.35
	2024		\$21.77	\$22.50	\$23.22	\$23.95	\$24.67	\$25.41	\$26.13	\$26.86	\$27.58	\$28.31
	3.00%		\$0.65	\$0.67	\$0.70	\$0.72	\$0.74	\$0.76	\$0.78	\$0.81	\$0.83	\$0.85
	2025		\$22.42	\$23.17	\$23.92	\$24.67	\$25.41	\$26.17	\$26.91	\$27.67	\$28.41	\$29.16
Job Min	Points Max	Grade #	Range Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Range Maximum
612	661	15	\$23.34	\$24.12	\$24.90	\$25.68	\$26.45	\$27.23	\$28.01	\$28.79	\$29.56	\$30.34
Dispatch Unit Leader	4.00%	COLA	\$0.93	\$0.96	\$1.00	\$1.03	\$1.06	\$1.09	\$1.12	\$1.15	\$1.18	\$1.21
	2023		\$24.28	\$25.09	\$25.90	\$26.71	\$27.51	\$28.32	\$29.13	\$29.94	\$30.75	\$31.56
	5.00%		\$1.21	\$1.25	\$1.29	\$1.34	\$1.38	\$1.42	\$1.46	\$1.50	\$1.54	\$1.58
	2024		\$25.49	\$26.34	\$27.19	\$28.04	\$28.88	\$29.73	\$30.58	\$31.43	\$32.28	\$33.13
	3.00%		\$0.76	\$0.79	\$0.82	\$0.84	\$0.87	\$0.89	\$0.92	\$0.94	\$0.97	\$0.99
	2025		\$26.25	\$27.13	\$28.01	\$28.88	\$29.75	\$30.62	\$31.50	\$32.38	\$33.25	\$34.13
Job Min	Points Max	Grade #	Range Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Range Maximum
716	773	17	\$25.47	\$26.32	\$27.17	\$28.03	\$28.87	\$29.73	\$30.57	\$31.43	\$32.27	\$33.12
Deputy	4.00%	COLA	\$1.02	\$1.05	\$1.09	\$1.12	\$1.15	\$1.19	\$1.22	\$1.26	\$1.29	\$1.32
	2023		\$26.49	\$27.37	\$28.26	\$29.15	\$30.03	\$30.92	\$31.79	\$32.68	\$33.56	\$34.45
	5.00%		\$1.32	\$1.37	\$1.41	\$1.46	\$1.50	\$1.55	\$1.59	\$1.63	\$1.68	\$1.72
	2024		\$27.82	\$28.74	\$29.67	\$30.61	\$31.53	\$32.46	\$33.38	\$34.32	\$35.24	\$36.17
	3.00%		\$0.83	\$0.86	\$0.89	\$0.92	\$0.95	\$0.97	\$1.00	\$1.03	\$1.06	\$1.09
	2025		\$28.65	\$29.60	\$30.56	\$31.52	\$32.47	\$33.44	\$34.38	\$35.35	\$36.30	\$37.26

*** Effective December 31, 2019, part-time deputy was moved to full-time deputy scale.