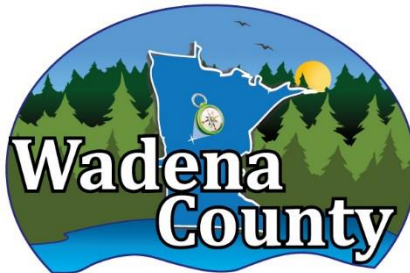


LABOR AGREEMENT

BETWEEN

COUNTY OF WADENA
WADENA, MN



AND

Law Enforcement Labor Services, INC.
Local 433



Law Enforcement Labor Services, Inc.

2700 FREEWAY BOULEVARD SUITE 700 • BROOKLYN CENTER, MN 55430
651-293-4424

Representing
Licensed Deputies

January 1, 2022 through December 31, 2024

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Wadena Sheriff's Department

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LABOR AGREEMENT
between
THE COUNTY OF WADENA
And
Law Enforcement Labor Services, INC, LOCAL NO. 433
(Deputies Unit)

This Agreement is made between the County of Wadena, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, INC, LOCAL NO. 433, hereinafter referred to as the UNION. The parties hereto agree as follows:

ARTICLE 1. PURPOSE

- 1.1 The Union and the Employer agree that the purpose for entering into this Agreement is to:
- A. Establish the foundation for a harmonious and effective labor-management relationship;
 - B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
 - C. Specify the full and complete agreement upon the terms and conditions of employment for the duration of this Agreement.
- 1.2 The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service to the citizens of Minnesota. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit described as:

All employees of the Wadena County Sheriff's Department who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) days per year, excluding supervisory and confidential employees and all other County employees.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, INC, LOCAL NO. 433.
- 3.2 UNION MEMBER: Member of Law Enforcement Labor Services, INC, LOCAL NO. 433.
- 3.3 EMPLOYEE: A person employed by the Employer and assigned to a job classification within an appropriate bargaining unit covered by this Agreement.

- 3.4 PROBATIONARY EMPLOYEE: Employee who has not complete the probationary period.
- 3.5 REGULAR EMPLOYEE: Employee who has completed the probationary period.
- 3.6 EMPLOYER: The County of Wadena or a designated representative.
- 3.7 UNION OFFICER: An elected or appointed representative of Law Enforcement Labor Services, INC, LOCAL NO. 433.
- 3.8 PART-TIME EMPLOYEE: A part-time employee is one whose service is fourteen (14) hours per week or more, but less then forty (40) hours per week, or thirty-five percent (35%) of the normal work week. All benefits to be pro-rated, unless otherwise stated.
- 3.9 CASUAL EMPLOYEE: A casual employee is one who works less than fourteen (14) hours per week or less than thirty-five percent (35%) of the normal work week.
- 3.10 TERMS AND CONDITIONS OF EMPLOYMENT: Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, and the Employer's personnel policies affecting the working conditions of the employees, but shall not mean nor include the inherent managerial rights of the Employer as set forth in Minnesota Statute Sec. 179A.07, Subd. 1 (1984).
- 3.11 Terms not defined by the Agreement shall have those meanings as defined in the Public Employment Labor Relations Act (PELRA of 1971, as amended).
- 3.12 COMPENSATORY TIME: Compensatory time is defined as time off and on a time and one half (1½) basis, received by the employee for working in excess of scheduled shift.
- 3.13 JOB SHARE EMPLOYEE: Any employee participating in job share combining a full time position is entitled to the proportion of benefits equal to hours scheduled but not more than 100% of benefits to be paid.

ARTICLE 4. UNION RIGHTS

- 4.1 DUES DEDUCTION. The Employer agrees to deduct monthly from the wages of employees who authorize such a deduction in writing, an amount equal to monthly Union dues.
- 4.2 The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the Employer harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability including attorney's fees, liquidated or unliquidated which any person may have or claim to have, now or in the future, arising out of or by reason of actions taken or not taken by the Employer in accordance with the provisions of this Article.
- 4.3 RIGHT TO JOIN AND PARTICIPATE. Employee shall have the right to freely and without

fear of penalty or reprisal, to form, join and participate in the Union or to refrain from such activity. Employees shall have the right to freely participate in internal Union affairs, as officers, stewards, committee men or such capacities to the extent that such participation does not interfere with any employee's job duties and responsibilities.

- 4.4 STEWARDS. The Union may designate to a maximum of two (2) employees within the bargaining unit as Steward(s) and shall notify the Employer in writing of the employees so designated and of any changes in such positions.
- A. A Steward shall have those duties and responsibilities as established by Article 16, Grievance Procedure.
 - B. During working hours and without loss of pay, a designated steward shall be allowed reasonable time to post official Union notices or announcements to transmit official communications authorized by the Union to the Employer, so long as such activity does not interfere with the employee's assigned job and responsibilities.
 - C. Upon notification to the Employer, a steward shall be allowed time off duty, without pay, to consult with the Employer or Union officers, concerning the administration of this Agreement, or to attend negotiation sessions mutually scheduled by the Union and the Employer for the renegotiation of this Agreement.
- 4.5 UNION REPRESENTATIVE. The business representative of the Union shall have the right to enter the Employer's maintenance facilities to meet with employees covered by this Agreement during scheduled breaks and lunch periods provided however that the Union representative shall not be granted entry if such entry would reasonably tend to disrupt the Employer's business.
- 4.6 USE OF EMPLOYER'S FACILITIES. Under no circumstances will the Employer's manpower, supplies, equipment or facilities be used in the support of Union affairs or business, except as hereinafter provided by this Section.
- A. The Employer shall provide reasonable space designated for employee bulletin boards for posting of official Union notices and announcements. Neither Employer nor Union shall post any material of a political or inflammatory nature.
 - B. Official Union shop meetings, called by a Union business representative, may be held in the employee's lunchrooms or available maintenance areas, during lunch or break periods provided that such meetings do not interfere with the employee's work duties and responsibilities.

ARTICLE 5. EMPLOYEE RIGHTS

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment, to establish functions and programs; to set and amend budgets, to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function no to specifically limited by this Agreement.

Any term and condition of employment not specifically established or maintained by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6. MAINTENANCE OF STANDARDS

The Employer agrees, subject to the following provisions, that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 7. HOURS OF WORK

- 7.1 In establishing the work schedule the Employer shall:
- A. Not establish "split-shifts"; and,
 - B. Days off shall be consecutive.
- 7.2 In the event it is necessary, in the judgment of the Employer, to establish daily or weekly work schedules departing from the normal work schedule, at least seven (7) days notice of such intended change shall be given to the Union, except when an emergency prevents such notice.
- 7.3 All employees shall be at work location assigned by their supervisor, ready for work, at the scheduled starting time and shall remain at their assigned work location until the end of the scheduled normal work day unless otherwise directed by their supervisor.
- 7.4 Present practices as to the length of the work day and work week shall be maintained except when modified by mutual agreement.
- 7.5 LUNCH AND BREAK PERIODS. Deputies, shall take lunch and coffee breaks during normal duty hours, as duties permit, without loss of work time.
- 7.6 Part-Time Employees.
- A. The FTO training program required for deputies upon hire shall not be counted as working days until they have completed the training for the purpose of determining employee status under Minn. Stat. §179A.03, subd. 14(e).
 - B. Any days worked by an employee subsequent to the training period will be counted for purposes of determining employee status under Minn. Stat. §179A.03, subd. 14(e).
 - C. Any employee whose work time has met the requirements of Minn. Stat. §179A.03, subd. 14(e) shall be considered a public employee and shall be eligible for membership in the Union.

ARTICLE 8. OVERTIME, CALL BACK AND PREMIUMS

8.1 OVERTIME. The Employer shall have the right to schedule overtime work. Employees scheduled overtime shall be compensated for such hours worked in accordance with this Article.

A. All hours worked in excess of the employees regularly scheduled shift shall be compensated at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay. Overtime shall be compensated by payment in wages or, upon approval of the Department Head, compensatory time off. Employees shall work on a 28-day system which may consist of 8, 10, or 12 hours.

8.2 CALL BACK.

A. A Deputy Sheriff is subject to call back for up to four (4) hours total time prior to and/or following his/her shift. A Deputy Sheriff shall not receive paid compensation for this time but shall be credited with compensatory time for any duty time over regularly scheduled shift. A Deputy Sheriff shall not receive stand-by pay as set on forth in Section 8.3 for the four (4) hour time period he/she is subject to call back, but shall receive twelve dollars (\$12.00) for each such four (4) hour period. The compensatory time rate will be on an hour-for-hour basis. The Employer or its designated representative shall set a policy concerning variation of starting times by a Deputy Sheriff that differ from this schedule.

B. An employee who reports for work in accordance with his/her normal schedule and is not put to work shall be credited for two (2) straight time hours provided he/she was not notified prior to leaving for work not to report.

8.3 STAND-BY. Deputy Sheriffs will be paid stand-by pay at the rate of one-quarter (¼) of the hourly rate. This does not apply to the four (4) hour time period covered by the call back provisions in Section 8.2. If a Deputy Sheriff is called out while on stand-by, he/she will receive one and one-half (1½) his/her hourly rate whole on duty with a two (2) hour minimum. He/she will not receive stand-by pay for those hours he/she is called out. All assignments to stand-by status will be made by the Employer or its designated representative.

8.4 COMPENSATORY TIME

A. When an employee is entitled to overtime pay he/she has the option to take it as compensatory time at the rate of one and one-half (1½) time the hours of overtime. An employee is entitled to take all or any part of this paid overtime as compensatory time.

B. There will not be a time limit in which the employee must take his/her compensatory time.

C. An employee can accumulate up to eighty (80) hours of compensatory time, If the Employer or its designated representative is unable to schedule the employee to take time off when over eighty (80) hours have been accumulated, the employee will be paid at his/her regular hourly rate for those hours in excess of eighty (80).

- D. No compensatory time shall be taken without the prior approval of the Employer or its designated representative.
- E. The employee will be subject to call back during compensatory time.

8.5 SHIFT DIFFERENTIAL

Deputy Sheriffs that work the 10 p.m. - 6 a.m. shift shall receive an additional dollar (\$1.00) per hour shift differential.

ARTICLE 9. PROBATIONARY PERIOD

9.1 ORIGINAL EMPLOYMENT. All original hires or rehire, following separation from employment, shall serve a twelve (12) continuous month probationary period.

- A. Employee may be terminated during the probationary period at the discretion of the Employer without such termination being a violation of this Agreement.
- B. During the probationary period, employees shall earn sick leave and vacation as established by Article 12 (Vacations) and Article 13 (Sick Leave, Jury Duty, Leaves), but shall not be eligible to use such benefits until completion of the probationary period.
- C. Employees shall have no seniority status during the probationary period. Upon successful completion of the probationary period, employees shall be assigned a seniority date as of their first day of continuous employment.

9.2 An employee may be allowed up to three (3) days off without pay and without their benefits being prorated. Employees that are on probation shall have their probation period automatically extended by additional days equal to any non-paid days granted. An employee's seniority shall not be changed when taking non-paid days under this provision. This provision shall not be subject to the Grievance Procedure.

ARTICLE 10. SENIORITY

10.1 MASTER SENIORITY. Master seniority shall be defined as the length of employment with the Employer in a job covered by this Agreement.

10.2 LOSS OF SENIORITY. An employee shall lose his seniority standing upon voluntary resignation from the employment with the Employer or termination with good cause.

10.3 BREAK IN SENIORITY. Seniority shall not be earned by an employee during the following conditions.

- A. During the period of a suspension as provided by Article 15, Disciplinary Procedures;
- B. During a period of an unpaid leave of absence;

C. During a period of lay off as provided by Section 10.4 of this Article.

10.4 In the event it is necessary for the Employer to temporarily or permanently reduce the work force, employees shall be laid off in the inverse order of their classification seniority provided the senior employee is qualified to perform the duties involved. Temporary, seasonal, casual and probationary employees shall precede full-time and part-time employees in layoff.

10.5 Employees shall be recalled from lay off in order of their seniority, provided:

A. No new employee shall be hired to a job classification within the bargaining unit for which an employee is on lay off until all employees in a lay off status have been offered an opportunity to return to work.

B. And the senior employee is qualified to perform the duties involved.

10.6 The senior qualified employee with relevant job experience shall be given first preference in promotion, vacations, and days off.

10.7 SENIORITY LIST. A seniority list shall be presented to the Union upon request by its officers.

10.8 INTERNAL PROMOTION. All employees promoted internally shall serve a four (4) month probationary period in their new position. In the even the Employer makes a determination that an employee is not qualified, the applicant shall have the right to appeal through the normal grievance procedure.

ARTICLE 11. INSURANCE

11.1 The Employer has available a hospital-medical-surgical plan for its employees. The Employer's contributions toward single/Employee Plus One/Family premium costs made only for employees who participate in the hospital-medical-surgical plans offered by the Employer. Any additional costs of the premium over and above the contribution of the Employer shall be paid by the employee through payroll deduction.

A. Wadena County 2022 Insurance Plan

Plans	2022 Rates	2022 Monthly Employer Contribution	Monthly Employee Premium Savings/Cost	Annual Employee Savings/Cost	Estimated Annual HRA Contribution
Employee					
High Plan	\$1,184.46	\$953.00	\$231.46	\$2,777.52	
Value Plan	\$1,064.76	\$953.00	\$111.76	\$1,341.12	
HAS Plan	\$828.58	\$953.00	\$(124.42)	\$(1,493.04)	
HRA Plan	\$828.58	\$848.83	\$(20.25)	\$(1,493.00)	\$1,250.00
Employee + One					

High Plan	\$1,847.20	\$1,389.00	\$458.20	\$5,498.40	
Value Plan	\$1,660.54	\$1,389.00	\$271.54	\$3,258.48	
HAS Plan	\$1,292.22	\$1,389.00	\$(96.78)	\$(1,161.36)	
HRA Plan	\$1,292.22	\$1,180.67	\$111.55	\$(1,161.40)	\$2,500.00
Family					
High Plan	\$2,890.60	\$1,782.00	\$1,108.60	\$13,303.20	
Value Plan	\$2,598.56	\$1,782.00	\$816.56	\$9,789.72	
HSA Plan	\$2,022.10	\$1,782.00	\$240.10	\$2,881.20	
HRA Plan	\$2,022.10	\$1,573.67	\$448.43	\$2,881.16	\$2,500.00

B. Effective January 1, 2020, all insurance increases and/or decreases shall be split 50/50 between employer and employees.

Non-participating Employees: For Employees hired prior to January 1, 2013, the County shall contribute \$300.00 per month for qualified employees waiving health coverage who provide evidence of coverage in a group sponsored plan elsewhere. No such contribution shall be made for employees hired on or after January 1, 2013.

- 11.2 Any additional premium costs for coverage selected over and above the contribution of the Employer as listed in Section 11.1, shall be paid by the employee through payroll deduction.
- 11.3 Employees must work twenty (20) hours per week to be eligible for the Cafeteria Plan. This benefit shall be pro-rated according to the hours worked.
- 11.4 The insurance waiting period is sixty (60) days. For new employees hired between the 1st and 15th of the month, the effective date for insurance is sixty (60) days from the first of the month. Employees hired between the 16th and the end of the month, insurance effective date is sixty (60) days from the first of the following month.
- 11.5 For employees working eighty percent (80%) time or more, the Employer contribution shall not be pro-rated.
- 11.6 The Employer shall provide Term Life Insurance of twenty thousand dollars (\$20,000.00) for each regular employee.
- 11.7 The Employer shall provide an income protection plan, providing four hundred dollars (\$400.00) per month, for each regular employee.
- 11.8 Upon obtaining twenty (20) years of service and obtaining the age eligible for retirement under PERA, the County shall allow those employees who retire to remain on the County's Health Insurance Plan at full cost to the employee retiring until they are eligible for Medicare. Prior to retiring the employee shall notify the County whether they want single or dependent coverage.

ARTICLE 12. VACATIONS

12.1 Regular employees shall earn vacation on the following basis.

The following vacation benefits are available to full-time permanent employees:

<u>YEARS OF EXPERIENCE</u>	<u>HOURS EARNED PER PAY PERIOD</u>	<u>HOURS/DAYS EARNED PER YEAR</u>	
1 thru 5	3.7	96 hours	12 days
6 thru 10	4.62	120 hours	15 days
11 thru 15	5.54	144 hours	18 days
15+	6.16	160 hours	20 days

When the fifth (5th), tenth (10th), and fifteenth (15th) year is completed, the increased rate will begin the following month. For example, if you reach the fifth year of experience during June, you will begin earning one and one-fourth (1¼) days of vacation beginning July 1.

PART-TIME EMPLOYEES: Permanent part-time employees, whose average work week is fourteen (14) hours or more per week or thirty-five percent (35%) of the normal work week, shall earn prorated vacation benefits based on their actual number of hours worked. Permanent part-time employees shall have vacation and sick leave benefit accrual amounts credited to each employee's account on a quarterly basis. Each month the benefits shall be prorated based on the number of hours worked by the employee in that month.

- 12.2 Employees shall have preference as to vacation days in accordance with seniority, provided, however, vacation dates must be requested in writing.
- 12.3 Vacation benefits may be accumulated to a maximum of thirty (30) working days.
- 12.4 Upon retirement/termination, employees shall have all past earned and accumulated vacation applied to their HCSP (MSRS). In case of death of an employee, any unused accumulated vacation shall be paid to the employee's spouse or beneficiary in accordance with Minnesota Law or the employee's estate.
- 12.5 The County shall provide the employee at the time of their retirement/termination notice of their accrued vacation which can be used prior to retirement/termination date.
- 12.6 A permanent employee who is filling in for an employee who is on leave of absence or vacation and is performing work of a higher pay classification after ten (10) consecutive days shall receive the wage scale prevailing for the higher classification upon Board approval.

ARTICLE 13. SICK LEAVE, JURY DUTY, LEAVES

- 13.1 Regular employees shall earn sick leave at the rate of 3.7 hours per pay period for twenty-five (25) pay periods and 3.5 for the 26th pay period for a total of 960 hours.
- A. Sick leave may accumulate up to a maximum of nine hundred sixty (960) hours.
 - B. Sick leave may be used for the following purposes:
 - 1. Actual sickness or temporary disability which prevents the employee's attendance at work and performance of his duties on that day or days.
 - 2. Employees asked to serve as a color guard or pallbearer, may use one (1) day of sick leave provided the Department Head is notified by the employee's starting time that such leave is to be used.
 - 3. In the event of serious illness or death in the employee's immediate family, five (5) days sick leave may be used. For purposes of this paragraph, "immediate family" shall be construed to mean the employee's spouse, children, step-children, grandchildren, grandparents, mother, father, step-parents, brother, sister, step-siblings, mother-in-law, father-in-law, foster, adopted and step-children, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. Up to two (2) days additional sick leave may be used where a funeral requires travel.
 - C. The Department Head may request medical proof after three (3) consecutive days of absence due to illness in order to qualify for sick leave pay.
 - D. Probationary employees shall earn sick leave credits but shall not be permitted to use them until they have completed their probationary periods.
 - E. Abuse of sick leave benefits may be considered by the Employer as just cause for disciplinary action under Article 15 (Disciplinary Procedures) of this Agreement.
 - F. Sick leave allowance shall be deducted from the accrued sick leave days earned by the employee.
 - G. The days of sick leave used in the months of employment are to be deducted from the total accumulated days. The days earned in the month of employment are then to be added to the remainder in order to arrive at the new accumulative total.
 - H. A time allowance for leave in Subsection 13.1b is not accumulative from year to year.
- 13.2 Employees called for jury duty shall be paid the difference between their normal earnings and jury duty fees, while serving on jury duty.
- 13.3 Employees shall be given military leave in accordance with Minnesota Statutes.
- 13.4 Sick leave occurring during one's vacation shall not be construed as charges against

vacation or comp time where written proof can be established to that effect.

- 13.5 Upon retirement/termination of employment with the Employer in good standing, the employee will have twenty-five percent (25%) of their accumulated sick leave paid into the employee's HCSP (MSRS).
- 13.6 Any current employee whose sick leave benefits, on the date this Agreement is signed, are greater than those set forth in Section 13.1, shall maintain those benefits for the duration of this Agreement.
- 13.7 Catastrophic Sick Bank: When an employee has nine hundred sixty (960) hours accumulated in the regular sick leave bank, he/she shall accumulate additional time in a catastrophic sick leave bank at the rate of four (4) hours for each full month of service. The catastrophic sick bank cannot exceed four hundred eighty (480) hours. Sick leave in the catastrophic sick leave bank may be utilized for serious illness or injury when the regular sick leave bank has been exhausted.

ARTICLE 14. HOLIDAYS

- 14.1 The following shall be observed as holidays for regular employees:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- 14.2 Regular employees meeting the eligibility requirements of Section 14.5 shall receive a normal day's pay for each of the observed holidays established in Section 14.1.
- 14.3 Employees shall observe holidays, as established by Section 14.1 in accordance with the following:
 - A. Employees scheduled on Monday through Friday normal work week shall observe holidays on the calendar day which they occur, provided that holidays which occur on a Saturday will be observed on the previous Friday and holidays which occur on a Sunday will be observed on the following Monday.
 - B. Employees scheduled on a normal work week other than Monday through Friday, shall observe the holidays the calendar day on which they occur.

- 14.4 Employees required to work a holiday shall be paid at the rate of 1 ½ times the regular rate of pay and any additional hours worked that shift in addition to eight (8) hours at straight time pay or comp time for the holiday. Employees in continuous operation who do not work on a holiday shall receive eight (8) hours of straight time pay or comp time.
- 14.5 To be eligible for holiday pay or for the observed holiday premium, established by Sections 14.2 and 14.4, employees must have worked their last scheduled normal work day prior to the observed holiday and their first scheduled normal work day following the observed holiday or have been on an approved paid absence as established by this Agreement.
- 14.6 There shall be one (1) paid personal leave day each year which shall be designated by the employee upon advance notification to the employee's supervisor. This is not to be prorated. The personal leave day may be used during an employee's probationary period at the discretion of the Department Head.

ARTICLE 15. DISCIPLINARY PROCEDURES

- 15.1 The Employer shall have the right to impose disciplinary action on employees for just cause only.
- 15.2 Disciplinary action by the Employer shall include only the following actions:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion, or
 - E. Discharge.
- 15.3 Employees who are to be discharged will first be suspended for five (5) scheduled normal work days prior to the discharge becoming effective. The appeal of a discharge may be initiated by the Union at Step 3 of the Grievance Procedure.
- 15.4 Employees who are to be questioned concerning behavior or an act which would lead to a suspension, demotion or discharge, shall be given an opportunity to request that a Union representative be present at such questioning.
- 15.5 Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the Employer.

ARTICLE 16. GRIEVANCE PROCEDURE

- 16.1 **DEFINITION OF A GRIEVANCE.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 16.2 **UNION REPRESENTATIVE.** The Employer will recognize stewards, designated by the Union in accordance with Article 4 (Union Rights) as the grievance representatives of the

bargaining unit having the duties and responsibilities established by this Article.

16.3 **PROCESSING A GRIEVANCE.** It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with employee duties and responsibilities. The aggrieved employee and a Union Steward shall be allowed a reasonable amount of time without loss of pay, when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union Steward have notified and received the approval of their supervisor, who has determined that such absence is reasonable and would not be detrimental to work programs of the Employer.

16.4 **PROCEDURE.** Grievances, as defined by Section 16.1, 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 sixteen (16) calendar days after such alleged violation has occurred, present such grievance to the supervisor. The supervisor will discuss the alleged grievance with the employee and give an answer to such Step 1 grievance within ten (10) days following the discussion. A grievance not resolved in Step 1 and appealed by the Union to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Labor Agreement allegedly violated and the remedy requested, Any grievance not appealed in writing to Step 2 by the Union with ten (10) calendar days following the Step 1 answer, shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by a Union Steward and/or Business Agent and discussed with the Supervisor. The Supervisor shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days following the Step 2 discussion. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days following the Step 2 answer shall be considered waived.

STEP 3. If appealed, the written grievance shall be presented by a Union Business Agent and discussed with the Employer. The Employer shall give the union the Employer's Step 3 answer in writing within ten (10) calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days following the Step 3 answer, shall be considered waived.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act (PELRA) of 1971, as amended. The selection of an Arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievance," as established by the Bureau of Mediation Services (BMS).

16.5 ARBITRATOR AUTHORITY.

- A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- B. 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's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on the Employer, the Union and the employees and shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and the evidence and testimony presented.
- C. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union, 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 verbatim record of the proceedings the cost shall be shared equally.

16.6 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 appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union in each Step.

16.7 EXCLUSIVE REMEDY. This procedure shall be the sole and exclusive means of processing a grievance as defined by Section 15.1.

ARTICLE 17. ABSENCES FROM WORK

17.1 Employees unable to report for their scheduled normal work day because of personal illness or injury (Article 13, Sick Leave, Jury Duty, Leaves), because of illness or injury in the employee's immediate family (Article 13, Sick Leave, Jury Duty, Leaves), shall notify a designated supervisor as soon as practicable, prior to the start of their scheduled normal work day, and give reason(s) for the absence and the expected duration of the absence. Employee's failure to give notice or who do not have a valid explanation of the reasons for failing to give notification may be subject to disciplinary action as provided by Article 15, Disciplinary Procedures.

17.2 Failure to report for work without notification for three (3) consecutively scheduled normal work days may be considered a resignation by the Employer on the part of the employee.

17.3 All absence reports as requested by the Employer shall be submitted on the form provided

by the Employer and filed in writing at such times as the Employer shall require.

ARTICLE 18. TRAINING

All training must be pre-approved by the Employer. Employees attending approved training shall be guaranteed no loss of hours. Training compensation shall be at straight time unless, under the circumstances, overtime is mandated by the Fair Labor Standards Act. Mandatory training hours will be considered as hours worked for purposes of calculation of overtime. Travel time will be paid for approved training conducted away from the work site. The County will pay the cost of deputies Peace Officer Standards and Training license renewal.

ARTICLE 19. WAGES / UNIFORM ALLOWANCE

19.1 Wages 2022. All employees will move onto the Wage Schedule for 2022 (attached) effective date of January 1, 2022. Employees will move to the pay grade shown in Article 20. They will move to the step that is closest to their December 31, 2021 hourly rate that is higher than that rate. Employees eligible for a step increase in 2022 shall receive a step increase on their anniversary date.

Wages 2023. Wage Schedule for 2023 (attached) shall be in effect during 2023 beginning January 1, 2023. Schedule reflects a 2.50% increase from the 2022 wage grid. Employees eligible for a step increase in 2023 shall receive a step increase on their anniversary date.

Wages 2024. Wage Schedule for 2024 (attached) shall be in effect during 2024 beginning January 1, 2024. Schedule reflects a 2.50% increase from the 2023 wage grid. Employees eligible for a step increase in 2023 shall receive a step increase on their anniversary date.

19.2 A. Employees who, as a condition of their employment, are required to wear a uniform or safety equipment shall be furnished such uniform or equipment by the Employer.
Full-time Deputies uniform allowance shall be eight hundred and twenty dollars (\$820.00) per year in 2022, eight hundred and forty five dollars (\$845.0) in 2023 and eight hundred seventy dollars (\$875.00) in 2024.

Part-time Deputies and Bailiffs uniform allowance shall be four hundred and seventy-five dollars (\$475.00) per year.

Allowance may be used for acquisition and maintenance of uniforms.

A. Effective December of 2008 and every year thereafter, all unused monies from the employee's uniform allowance shall be rolled over into the next year to the maximum amount as follows:

Deputies- \$900.00

19.3 K-9 Officer(s) shall receive one-half ($\frac{1}{2}$) hour of compensatory time per day.

19.4 Payroll shall be bi-weekly.

19.5 **WORKER'S COMPENSATION.** Upon request of an employee who is absent from work as a result of a compensable injury incurred in the service of the Employer, under the provision of the Workers' Compensation Act, the Employer will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days or sick leave or vacation time which is used to supplement Workers' Compensation. Such payment shall be paid by the Employer to the employee only during the period of disability.

In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check, endorsed to the Employer, prior to receiving payment from the Employer for his/her absence.

An employee shall not be required to turn over to the Employer such permanent partial or permanent total disability payments which he/she may receive pursuant to Workers' Compensation Act.

ARTICLE 20. POSITION CLASSIFICATIONS

Position	Old Grade	New Grade
Sheriff's Deputy	54	11
Drug Task Force	55	12
Sheriff's Deputy/K9 Partner	54	11
Emergency Management Director Deputy	54	11

ARTICLE 21. JOB POSTINGS/HIRING/PROMOTIONS

21.1 All permanent vacancies shall be posted. Employees shall have ten (10) working days after posting to complete application for such vacancies. The applicant with highest seniority and qualifications shall be chosen for the vacancy. Where all other qualifications are equal, seniority shall apply to employees in accordance with the employee's length of service. This shall include vacancies or newly created positions.

21.2 The senior most qualified employee with relevant job experience shall be given first preference on a promotion within a department.

ARTICLE 22. NON-DISCRIMINATION

- 22.1 The provisions of this Agreement shall be applied equally by the Employer and the Union to all employees without discrimination as to race, color, creed, national origin, political affiliation, sex or because of membership or non-membership in the Union.
- 22.2 Employees covered by this Agreement shall carry out their job duties and responsibilities in a non-discriminatory manner as these duties and responsibilities affect the public and other employees.
- 22.3 Employees selected or appointed to the position of Union steward will not be discriminated against by the Employer because of holding such position.
- 22.4 The Employer and the Union agree that all employees have a right to a work environment free of sexual harassment.
- 22.5 Sexual harassment is conduct defined in 23.6 that has as its purpose or effect:
- A. Substantial interference with an individual's work performance; or,
 - B. Creation of an intimidating, hostile or offensive working environment.
- 22.6 Sexual harassment encompasses a wide range of unwanted, sexually directed behavior including:
- A. Verbal harassment or abuse (perhaps in the guise of humor);
 - B. Subtle pressure sexual activity;
 - C. Sexually directed remarks about a worker's clothing, body or sexual activities;
 - D. Unwanted touching, patting or pinching;
 - E. Demanding sexual favors accompanied by implied or overt threats; and,
 - F. Physical assault.
- 22.7 A Union member may contact their Union on a complaint of discriminatory harassment in addition to going through departmental procedures, or seek resolution through the EEOC (Equal Employment Opportunity Commission).

ARTICLE 23. HEALTH CARE SAVINGS PLAN (MSRS)

- 23.1 The Employer will allow employees to participate in the Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS). The Employer will make contribution on behalf of eligible employees as follows:
- A. Employee's sick leave severance pay per Article Section 13.5 of the Labor Agreement will be put into employee's HCSP (MSRS) upon leaving employment with the County.
 - B. Employee's vacation per Section 12.4 of the Labor Agreement will be put into employee's HCSP (MSRS) upon leaving employment with the County.
 - C. Employees who are eligible for a lump sum payment to the HCSP shall receive such payment in case if the total dollar amount is less than one hundred (\$100) dollars.

ARTICLE 24. WAIVER

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

ARTICLE 25. SAVINGS CLAUSE

- 25.1 The Employer and the Union agree that it is their intention that this Agreement not be in conflict with Federal or State law, rules or regulations properly promulgated thereunder.
- 25.2 Any provision(s) of this Agreement 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, shall be void. All other provisions of this Agreement shall continue in full force and effect. The parties, on written notice, shall meet and renegotiate the voided provision(s).

ARTICLE 26. DURATION

- 26.1 This Agreement shall be effective during the period January 1, 2022, through and including December 31, 2024, and shall continue in full force and effect unless written notice of desire to change, modify or terminate is given by either party with written notice sixty (60) days prior to December 31, 2024. By mutual agreement, the parties may open the Agreement at any time to discuss any issue relevant to this Labor Agreement.

- 26.2 Either party desiring to change this Agreement must notify the other in writing at least sixty (60) calendar days and not before one hundred twenty (120) calendar days prior to the expiration date specified in this Article. When notice is given for the desire to renegotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.


IN WITNESS THEREOF the parties have signed this AGREEMENT on the date indicated:

COUNTY OF WADENA


Law Enforcement Labor Services, INC, LOCAL NO. 433



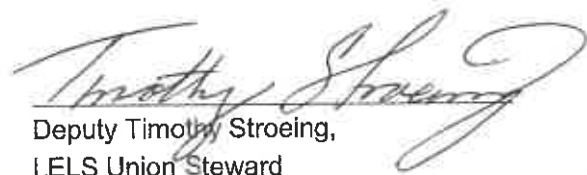
Jon Kangas
Chairman, Board of Commissioners



Jim Roberts, Business Agent
Law Enforcement Labor Services, INC



Ryan Odden, P.E.
County Coordinator



Deputy Timothy Stroeing,
LELS Union Steward

Dated: 04/05/2022

Dated: 04/04/2022

LELS 2022	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$13.65	\$14.33	\$15.05	\$15.80	\$16.59	\$16.98	\$17.37	\$17.77	\$18.19	\$18.61
2	\$14.88	\$15.62	\$16.40	\$17.22	\$18.08	\$18.50	\$18.93	\$19.37	\$19.82	\$20.28
3	\$16.22	\$17.03	\$17.88	\$18.77	\$19.71	\$20.17	\$20.64	\$21.12	\$21.61	\$22.11
4	\$17.68	\$18.56	\$19.49	\$20.46	\$21.49	\$21.99	\$22.50	\$23.02	\$23.55	\$24.10
5	\$19.27	\$20.23	\$21.24	\$22.31	\$23.42	\$23.96	\$24.52	\$25.09	\$25.67	\$26.27
6	\$21.00	\$22.05	\$23.15	\$24.31	\$25.53	\$26.12	\$26.73	\$27.35	\$27.98	\$28.63
7	\$22.05	\$23.15	\$24.31	\$25.53	\$26.80	\$27.43	\$28.06	\$28.71	\$29.38	\$30.06
8	\$23.15	\$24.31	\$25.53	\$26.80	\$28.14	\$28.80	\$29.47	\$30.15	\$30.85	\$31.56
9	\$24.31	\$25.53	\$26.80	\$28.14	\$29.55	\$30.24	\$30.94	\$31.66	\$32.39	\$33.14
10	\$25.53	\$26.80	\$28.14	\$29.55	\$31.03	\$31.75	\$32.49	\$33.24	\$34.01	\$34.80
11	\$26.80	\$28.14	\$29.55	\$31.04	\$32.58	\$33.34	\$34.11	\$34.90	\$35.71	\$36.54
12	\$27.88	\$29.27	\$30.73	\$32.27	\$33.88	\$34.67	\$35.48	\$36.30	\$37.14	\$38.00
13	\$28.99	\$30.44	\$31.96	\$33.56	\$35.24	\$36.06	\$36.89	\$37.75	\$38.63	\$39.52
14	\$29.86	\$31.35	\$32.92	\$34.57	\$36.30	\$37.14	\$38.00	\$38.88	\$39.78	\$40.71
15	\$30.76	\$32.30	\$33.91	\$35.61	\$37.39	\$38.25	\$39.14	\$40.05	\$40.98	\$41.93
16	\$31.68	\$33.26	\$34.93	\$36.67	\$38.51	\$39.40	\$40.32	\$41.25	\$42.21	\$43.19
17	\$32.63	\$34.26	\$35.98	\$37.77	\$39.66	\$40.58	\$41.52	\$42.49	\$43.47	\$44.48
18	\$33.61	\$35.29	\$37.05	\$38.91	\$40.85	\$41.80	\$42.77	\$43.76	\$44.78	\$45.82
19	\$34.62	\$36.35	\$38.17	\$40.07	\$42.08	\$43.05	\$44.05	\$45.08	\$46.12	\$47.19
20	\$35.66	\$37.44	\$39.31	\$41.28	\$43.34	\$44.35	\$45.38	\$46.43	\$47.50	\$48.61
21	\$36.73	\$38.56	\$40.49	\$42.52	\$44.64	\$45.68	\$46.74	\$47.82	\$48.93	\$50.07
22	\$38.20	\$40.11	\$42.11	\$44.22	\$46.43	\$47.50	\$48.61	\$49.73	\$50.89	\$52.07
23	\$39.34	\$41.31	\$43.37	\$45.54	\$47.82	\$48.93	\$50.06	\$51.23	\$52.41	\$53.63
24	\$40.52	\$42.55	\$44.67	\$46.91	\$49.25	\$50.40	\$51.57	\$52.76	\$53.99	\$55.24
25	\$41.74	\$43.82	\$46.02	\$48.32	\$50.73	\$51.91	\$53.11	\$54.35	\$55.61	\$56.90
26	\$43.20	\$45.36	\$47.63	\$50.01	\$52.51	\$53.73	\$54.97	\$56.25	\$57.55	\$58.89

2022 Wage Transition to DDA

LELS 2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$13.99	\$14.69	\$15.43	\$16.20	\$17.00	\$17.40	\$17.80	\$18.21	\$18.64	\$19.08
2	\$15.25	\$16.01	\$16.81	\$17.65	\$18.53	\$18.96	\$19.40	\$19.85	\$20.32	\$20.79
3	\$16.63	\$17.46	\$18.33	\$19.24	\$20.20	\$20.67	\$21.16	\$21.65	\$22.15	\$22.66
4	\$18.12	\$19.02	\$19.98	\$20.97	\$22.03	\$22.54	\$23.06	\$23.60	\$24.14	\$24.70
5	\$19.75	\$20.74	\$21.77	\$22.87	\$24.01	\$24.56	\$25.13	\$25.72	\$26.31	\$26.93
6	\$21.53	\$22.60	\$23.73	\$24.92	\$26.17	\$26.77	\$27.40	\$28.03	\$28.68	\$29.35
7	\$22.60	\$23.73	\$24.92	\$26.17	\$27.47	\$28.12	\$28.76	\$29.43	\$30.11	\$30.81
8	\$23.73	\$24.92	\$26.17	\$27.47	\$28.84	\$29.52	\$30.21	\$30.90	\$31.62	\$32.35
9	\$24.92	\$26.17	\$27.47	\$28.84	\$30.29	\$31.00	\$31.71	\$32.45	\$33.20	\$33.97
10	\$26.17	\$27.47	\$28.84	\$30.29	\$31.81	\$32.54	\$33.30	\$34.07	\$34.86	\$35.67
11	\$27.47	\$28.84	\$30.29	\$31.82	\$33.39	\$34.17	\$34.96	\$35.77	\$36.60	\$37.45
12	\$28.58	\$30.00	\$31.50	\$33.08	\$34.73	\$35.54	\$36.37	\$37.21	\$38.07	\$38.95
13	\$29.71	\$31.20	\$32.76	\$34.40	\$36.12	\$36.96	\$37.81	\$38.69	\$39.60	\$40.51
14	\$30.61	\$32.13	\$33.74	\$35.43	\$37.21	\$38.07	\$38.95	\$39.85	\$40.77	\$41.73
15	\$31.53	\$33.11	\$34.76	\$36.50	\$38.32	\$39.21	\$40.12	\$41.05	\$42.00	\$42.98
16	\$32.47	\$34.09	\$35.80	\$37.59	\$39.47	\$40.39	\$41.33	\$42.28	\$43.27	\$44.27
17	\$33.45	\$35.12	\$36.88	\$38.71	\$40.65	\$41.59	\$42.56	\$43.55	\$44.56	\$45.59
18	\$34.45	\$36.17	\$37.98	\$39.88	\$41.87	\$42.85	\$43.84	\$44.85	\$45.90	\$46.97
19	\$35.49	\$37.26	\$39.12	\$41.07	\$43.13	\$44.13	\$45.15	\$46.21	\$47.27	\$48.37
20	\$36.55	\$38.38	\$40.29	\$42.31	\$44.42	\$45.46	\$46.51	\$47.59	\$48.69	\$49.83
21	\$37.65	\$39.52	\$41.50	\$43.58	\$45.76	\$46.82	\$47.91	\$49.02	\$50.15	\$51.32
22	\$39.16	\$41.11	\$43.16	\$45.33	\$47.59	\$48.69	\$49.83	\$50.97	\$52.16	\$53.37
23	\$40.32	\$42.34	\$44.45	\$46.68	\$49.02	\$50.15	\$51.31	\$52.51	\$53.72	\$54.97
24	\$41.53	\$43.61	\$45.79	\$48.08	\$50.48	\$51.66	\$52.86	\$54.08	\$55.34	\$56.62
25	\$42.78	\$44.92	\$47.17	\$49.53	\$52.00	\$53.21	\$54.44	\$55.71	\$57.00	\$58.32
26	\$44.28	\$46.49	\$48.82	\$51.26	\$53.82	\$55.07	\$56.34	\$57.66	\$58.99	\$60.36

2023 Wage Schedule 2.5% COLA

LELS 2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$14.34	\$15.06	\$15.81	\$16.60	\$17.43	\$17.84	\$18.25	\$18.67	\$19.11	\$19.55
2	\$15.63	\$16.41	\$17.23	\$18.09	\$18.53	\$19.44	\$19.89	\$20.35	\$20.82	\$21.31
3	\$17.04	\$17.89	\$18.79	\$19.72	\$20.71	\$21.19	\$21.68	\$22.19	\$22.70	\$23.23
4	\$18.58	\$19.50	\$20.48	\$21.50	\$22.58	\$23.10	\$23.64	\$24.19	\$24.74	\$25.32
5	\$20.25	\$21.25	\$22.32	\$23.44	\$24.61	\$25.17	\$25.76	\$26.36	\$26.97	\$27.60
6	\$22.06	\$23.17	\$24.32	\$25.54	\$26.82	\$27.44	\$28.08	\$28.73	\$29.40	\$30.08
7	\$23.17	\$24.32	\$25.54	\$26.82	\$28.16	\$28.82	\$29.48	\$30.16	\$30.87	\$31.58
8	\$24.32	\$25.54	\$26.82	\$28.16	\$29.56	\$30.26	\$30.96	\$31.68	\$32.41	\$33.16
9	\$25.54	\$26.82	\$28.16	\$29.56	\$31.05	\$31.77	\$32.51	\$33.26	\$34.03	\$34.82
10	\$26.82	\$28.16	\$29.56	\$31.05	\$32.60	\$33.36	\$34.13	\$34.92	\$35.73	\$36.56
11	\$28.16	\$29.56	\$31.05	\$32.61	\$34.23	\$35.03	\$35.84	\$36.67	\$37.52	\$38.39
12	\$29.29	\$30.75	\$32.29	\$33.90	\$35.60	\$36.43	\$37.28	\$38.14	\$39.02	\$39.92
13	\$30.46	\$31.98	\$33.58	\$35.26	\$37.02	\$37.89	\$38.76	\$39.66	\$40.59	\$41.52
14	\$31.37	\$32.94	\$34.59	\$36.32	\$38.14	\$39.02	\$39.92	\$40.85	\$41.79	\$42.77
15	\$32.32	\$33.94	\$35.63	\$37.41	\$39.28	\$40.19	\$41.12	\$42.08	\$43.05	\$44.05
16	\$33.28	\$34.94	\$36.70	\$38.53	\$40.46	\$41.39	\$42.36	\$43.34	\$44.35	\$45.38
17	\$34.28	\$35.99	\$37.80	\$39.68	\$41.67	\$42.63	\$43.62	\$44.64	\$45.67	\$46.73
18	\$35.31	\$37.08	\$38.93	\$40.88	\$42.92	\$43.92	\$44.94	\$45.98	\$47.05	\$48.14
19	\$36.37	\$38.19	\$40.10	\$42.10	\$44.21	\$45.23	\$46.28	\$47.36	\$48.45	\$49.58
20	\$37.47	\$39.34	\$41.30	\$43.37	\$45.53	\$46.60	\$47.68	\$48.78	\$49.90	\$51.07
21	\$38.59	\$40.51	\$42.54	\$44.67	\$46.90	\$47.99	\$49.11	\$50.24	\$51.41	\$52.60
22	\$40.13	\$42.14	\$44.24	\$46.46	\$48.78	\$49.90	\$51.07	\$52.25	\$53.47	\$54.71
23	\$41.33	\$43.40	\$45.57	\$47.85	\$50.24	\$51.41	\$52.59	\$53.82	\$55.06	\$56.35
24	\$42.57	\$44.70	\$46.93	\$49.28	\$51.74	\$52.95	\$54.18	\$55.43	\$56.72	\$58.04
25	\$43.85	\$46.04	\$48.35	\$50.77	\$53.30	\$54.54	\$55.80	\$57.10	\$58.43	\$59.78
26	\$45.39	\$47.66	\$50.04	\$52.54	\$55.17	\$56.45	\$57.75	\$59.10	\$60.46	\$61.87

2024 Wage Schedule 2.5% COLA

Additional MOU'S

WADENA COUNTY BOARD OF COMMISSIONERS

MEMORANDUM OF AGREEMENT BETWEEN WADENA COUNTY BOARD OF COMMISSIONERS AND

LAW ENFORCEMENT LABOR SERVICES INC., LELS LOCAL UNION 443

Resolution No. 2023-24

This Memorandum of Agreement ("Agreement") is entered into between the Wadena County (the "Employer") and LELS Local Union #443 (the "Union").

WHEREAS, the County and the Union are parties in a collective bargaining agreement dated January 1, 2022 to December 31, 2024; and

WHEREAS, the current collective bargaining agreement has established Holiday Provisions under Article 14 Holiday Provisions, listed under 14.1; and

WHEREAS, Minn. Stat. § 645.44, Subd. 5 has been amended by law to include Juneteenth to be legal holiday, observed on June 19th, effective date of signage; and

WHEREAS, Minn. Stat. § 645.44, Subd. 5 has been further amended by law to require the label Columbus Day to be replaced with Indigenous Peoples Day, effective date of signage; and

WHEREAS, the Employer and Union have discussed the addition of Juneteenth as a paid Holiday per the same terms and conditions of existing authorized paid holidays.

NOW THEREFORE, the parties agree as follows effective with the ratification of this Agreement:

1. This agreement is for the 2023 contract year only and negotiations will be had for future contract years.
2. Juneteenth will be added to Article 14 Holiday Provisions, listed under 14.1
3. Indigenous Peoples Day will replace Columbus Day in Article 14 Holiday Provisions, listed under 14.1
4. Additions and changes to listed holidays shall not be precedent setting
5. This Memorandum of Agreement constitutes the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the dates indicated by their respective signatures.

Employer:


County Board Chair; Michael Weyer

Date: 6-20-23


County Coordinator; Ryan Odden

Date: 6-20-23

For LELS Local 443:


Business Agent; Doug Henning

Date: 6-20-2023


Union Steward; Deputy Timothy Stroeing

Date: 07-18-2023