



# Board of County Commissioners Agenda Request

**9A**  
Agenda Item #

**Requested Meeting Date:** September 27, 2022

**Title of Item:** Approve LELS #504 MOA's

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <small>*provide copy of hearing notice that was published</small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Jessica Seibert		<b>Department:</b> Administration
<b>Presenter (Name and Title):</b> Jessica Seibert, County Administrator		<b>Estimated Time Needed:</b> 10 Min.
<b>Summary of Issue:</b>  <p>Due to staffing constraints in the Jail and Dispatch, Supervisors are taking additional shifts including scheduled holidays. The attached MOA's are being requested by the union to address personal leave caps, working on a holiday, and vacation cash out requirements.</p> <p>Note: The union is requesting that holiday pay be paid for all hours worked on the holiday rather than after the first two hours. The language currently included in the attached MOA regarding the amount of time worked on holidays mirrors the language used in the Highway Dept.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b> The Board may adjust language as desired.		
<b>Recommended Action/Motion:</b> Approve LELS #504 "Holiday Pay Stipend For Exempt Positions and Vacation Cash OUT MOA" Approve LELS #505 "Personal Leave MOA"		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

**MEMORANDUM OF AGREEMENT**  
**Aitkin County**  
**and**  
**Law Enforcement Labor Services**  
**Local #504 (LELS)**

**HOLIDAY PAY STIPEND FOR**  
**EXEMPT POSITIONS**  
**AND VACATION CASH OUT MOA**

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

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

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

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

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

WHEREAS, some supervisory employees are at or near their vacation accrual maximum of 280 hours and are concerned about forfeiting vacation time;

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

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

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

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



## MEMORANDUM OF AGREEMENT

### Aitkin County and Law Enforcement Labor Services Local #504 (LELS)

#### PERSONAL LEAVE MOA

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

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

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

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

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

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

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

**This Personal Leave accrual max modification for FLSA Exempt and FLSA Non-exempt Employees will expire on January 30, 2023.**

2. If an employee's personal leave bank is over 36 hours on January 30, 2023 when the accrual max modification expires, the employee will have through March 11, 2023 to reduce their Personal Leave balance to 36 hours or less (end of pay period and prior to next quarterly issuance of personal leave hours). Any personal leave hours above 36 on March 12, 2023 (beginning of next pay period), will be forfeited.

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

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

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

AITKIN COUNTY

LAW ENFORCEMENT LABOR SERVICES, INC.

\_\_\_\_\_  
Chairperson Date

\_\_\_\_\_  
Business Agent Date

\_\_\_\_\_  
County Administrator Date

\_\_\_\_\_  
Union Steward Date