



Board of County Commissioners Agenda Request

2Y

Agenda Item #

Requested Meeting Date: January 28, 2025

Title of Item: LELS Licensed Essential Unit MOAs for Ratification

| | | |
|--|---|---|
| <input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA | Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i> | <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only |
| Submitted by: Bobbie Danielson | | Department: Human Resources |
| Presenter (Name and Title): | | Estimated Time Needed: |
| Summary of Issue: Attached are LELS Licensed Essential Unit MOAs for: -Holiday Pay and Grievance Settlement -FTO Pay. | | |
| Alternatives, Options, Effects on Others/Comments: | | |
| Recommended Action/Motion: To Ratify the LELS Licensed Essentials Unit MOAs as presented. | | |
| Financial Impact: 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> | | |

**MEMORANDUM OF AGREEMENT (HOLIDAY PAY)
AND GRIEVANCE SETTLEMENT**

This Memorandum of Agreement is entered into by and between Aitkin County (“County”) and Law Enforcement Labor Services, Inc., Local 532 (“Union”).

WHEREAS, the County and Union are parties to a collective bargaining agreement in effect from January 1, 2023 through December 31, 2025 setting forth terms and conditions of employment for the bargaining unit employees, including pay for overtime and for holidays;

WHEREAS, the County and Union wish to clarify the parameters for overtime eligibility that coincide or occur within the same week of a holiday;

NOW, THEREFORE, the County and Union agree that, **effective October 1, 2024, Article 14, Section 5** shall be removed and replaced with the following language:

1. Remove current language: ~~Section 5. The employer agrees to Holidays Hours Worked counting towards the computation of overtime. Timesheets must be filled out properly with overtime being recorded only after 40 hours of actual work+PTO+holiday pay. No stacking of hours will be allowed.~~
2. Replace with this language: **Section 5. When an employee works on the holiday, the actual hours worked count as time worked for the purpose of overtime computation. When an employee receives time-and-a-half pay for working a holiday, the actual hours worked count towards the computation of overtime, but the holiday hours do not count towards the computation of overtime.**

Examples of new Section 5 language application to various situations:

Example - Employee Works on the Holiday

| | Sun | Mon | Tue | Wed | Thurs | Fri | Sat |
|--------------|-----|-----------|-----|-----|-------|-----|-----|
| Hours Worked | 10 | 10 | | 10 | 10 | | |
| | | 8 Holiday | | | | | |

Employee will be paid 30 hours REG (Sun, Wed, Thurs), 10 hours at time-and-a-half (Mon), and 8 hours Holiday at REG (Mon).

Example - Employee Works on the Holiday

| | Sun | Mon | Tue | Wed | Thurs | Fri | Sat |
|--------------|-----|-----------|-----|-----|-------|-----|-----|
| Hours Worked | 10 | 10 | | 10 | 10 | | 10 |
| | | 8 Holiday | | | | | |

Employee will be paid 30 hours REG (Sun, Wed, Thurs), 20 hours at time-and-a-half (Mon, Sat), and 8 hours Holiday at REG (Mon).

When an employee does not work on a holiday, the holiday hours do not count towards the computation of overtime, as noted in Article 15, Section 4.

Examples:

Example - Employee does not work on the Holiday

| | Sun | Mon | Tue | Wed | Thurs | Fri | Sat |
|--------------|-----|-----------|-----|-----|-------|-----|-----|
| Hours Worked | 10 | off | | 10 | 10 | 10 | |
| | | 8 Holiday | | | | | |

Employee will be paid 40 hours REG (Sun, Wed, Thurs, Fri), and 8 hours Holiday at REG (Mon).

Example - Employee does not work on the Holiday

| | Sun | Mon | Tue | Wed | Thurs | Fri | Sat |
|--------------|-----|-----------|-----|-----|-------|-----|-----|
| Hours Worked | 10 | off | | 10 | 10 | 10 | 10 |
| | | 8 Holiday | | | | | |

Employee will be paid 40 hours REG (Sun, Wed, Thurs, Fri), 10 hours at time-and-a-half (Sat), and 8 hours Holiday at REG (Mon).

3. The parties agree that stacking of hours will not be permitted. 'Stacking of hours' refers to combining various types of paid time, for example regular, overtime, or holiday, within the same shift or work week to increase total compensation. This practice can lead to excessive or improper overtime pay and is therefore prohibited. Employees cannot layer multiple pay categories to generate additional overtime pay, except as described in section A below.

An employee who has been scheduled to work a holiday and subsequently requests and is granted the day off, has two options, both of which result in the PTO hours being counted towards overtime eligibility:

- A. Use 10 hours of PTO (or the number of hours equal to their shift) of PTO. The employee will also receive 8 hours of holiday pay (REG) at their regular base wage.
- B. Use 2 hours (or the number of hours necessary to receive a full day's pay). The employee will also receive 8 hours of holiday pay (REG) at their regular base wage.

Please note that PTO used on a holiday is not paid at time-and-a-half. The parties acknowledge that "stacking of hours" in Article 14, Section 5 refers to double counting the same hours when calculating whether the number of total hours exceed the threshold for overtime pay. The parties further acknowledge that the intent of this MOU is not to degrade, alter, or in any way change CBA provisions that identify hours eligible for calculating overtime pay, for example Article 15, Section 4.

4. The parties also agree that Article 10, Weekly Hours and Overtime Rates, pertains to hours actually worked. If an employee is normally scheduled to work a 10-hour day and they actually work 12 hours on a given day, they will be paid for 10 hours at their regular rate and 2 hours at time-and-a-half for that shift. The parties also agree that, except as expressly provided within the collective bargaining agreement, Article 10, Weekly Hours and Overtime Rates, pertains to hours actually worked.

5. On August 2, 2024, an employee filed a Step 1 grievance requesting that employees who did not work on the July 4, 2024, holiday receive time-and-a-half pay for the 8-hour holiday, instead of straight time (REG). While the employer does not agree with the grievance the parties agree to resolve the July 4, 2024, grievance through this MOA as follows: current LELS Licensed Essential unit members employed as of the date that this MOA is signed by the County Board and who did not work on July 4, 2024, will receive an additional 4 hours of holiday pay for that holiday. Eligible members are limited to Jon Cline (grievant), Shawn Brown, Andrew Olson, Greg Payment, Erik Skahl, Dalton Winkle, and Travis Winter. Keith Bennett, Colton Cobb, and Tristan Rudenick are no longer employed and are excluded from this settlement. Payment will be issued in the pay period following Board ratification of this MOA. The parties agree that this MOA resolves all holiday pay matters that may have occurred prior to October 1, 2024, when this MOA becomes effective.

The County and Union agree that this MOA shall not set a precedent for any future matters between the parties.

This memorandum constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 3rd day of January, 2025.

FOR LOCAL NO. 504

Doug Warming 01 / 09 / 2025

LELS Business Agent

Dalton Winkle #208 01 / 08 / 2025

Union Steward

Jon Cline #204 01 / 06 / 2025

Union Steward

FOR COUNTY OF AITKIN:

J. Mark Wedel 01 / 06 / 2025

Chairperson

Jessica Seibert 01 / 06 / 2025

County Administrator

| | |
|-------------------------|---|
| Title | Final revised Holiday Pay and Grievance Settlement MOU for... |
| File name | Final_copy_from_J..._Hours_Issue.docx |
| Document ID | 20dc21240a1ddb5237af723b82a32fe39e55ebc1 |
| Audit trail date format | MM / DD / YYYY |
| Status | <ul style="list-style-type: none"> ● Signed |

Document History



SENT

01 / 06 / 2025
18:50:34 UTC

Sent for signature to Jessica Seibert, County Administrator (jessica.seibert@co.aitkin.mn.us), Mark Wedel, Board Chair (mark.wedel@co.aitkin.mn.us), Doug Henning, LELS Business Agent (dhenning@lels.org), Dan Asmus, Union Steward (dan.asmus@co.aitkin.mn.us) and Jon Cline, Grievant (jon.cline@co.aitkin.mn.us) from bobbie.danielson@co.aitkin.mn.us
IP: 151.111.12.13



VIEWED

01 / 06 / 2025
18:51:18 UTC

Viewed by Doug Henning, LELS Business Agent (dhenning@lels.org)
IP: 50.145.175.54



VIEWED

01 / 06 / 2025
19:00:24 UTC

Viewed by Mark Wedel, Board Chair (mark.wedel@co.aitkin.mn.us)
IP: 47.12.2.28

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| Audit trail date format | MM / DD / YYYY |
| Status | • Signed |

Document History



01 / 06 / 2025
19:01:12 UTC

Signed by Mark Wedel, Board Chair
(mark.wedel@co.aitkin.mn.us)
IP: 47.12.2.28



01 / 06 / 2025
19:10:53 UTC

Viewed by Jessica Seibert, County Administrator
(jessica.seibert@co.aitkin.mn.us)
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01 / 06 / 2025
19:11:58 UTC

Signed by Jessica Seibert, County Administrator
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01 / 06 / 2025
21:43:48 UTC

Viewed by Jon Cline, Grievant (jon.cline@co.aitkin.mn.us)
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01 / 06 / 2025
21:47:59 UTC

Signed by Jon Cline, Grievant (jon.cline@co.aitkin.mn.us)
IP: 156.99.171.70

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Document History



01 / 08 / 2025
18:52:34 UTC

Viewed by Dan Asmus, Union Steward
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01 / 08 / 2025
18:55:32 UTC

Signed by Dan Asmus, Union Steward
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01 / 09 / 2025
20:28:19 UTC

Signed by Doug Henning, LELS Business Agent
(dhenning@lels.org)
IP: 50.145.175.54



01 / 09 / 2025
20:28:19 UTC

The document has been completed.

MEMORANDUM OF AGREEMENT

(FIELD TRAINING OFFICER (FTO) PAY)

This Memorandum of Agreement is entered into by and between the County of Aitkin (hereafter “County”) and Law Enforcement Labor Services, Inc. Local #504, Licensed Essential Unit (hereafter “Union”).

WHEREAS, the County and the Union are parties to a Labor Agreement in effect from January 1, 2023, through December 31, 2025; and

WHEREAS, Article 25 Wages, Section 7, currently reads as follows:

Section 7. Effective following ratification, when a new Deputy Sheriff is hired, the Sheriff may assign a qualified* field training officer to conduct FTO training. The field training officer will receive a payment of \$80 per pay period, on a trial basis for the duration of this Agreement.

*Must complete a certified FTO training course.

WHEREAS, the FTO stipend does not apply to use of force, TASER, firearms, EVOC, water rescue school, or other related courses; and

WHEREAS, if a field training officer is assigned two or more trainees simultaneously, the FTO stipend remains \$10 per day and is not doubled or duplicated during the same time period; and

WHEREAS, if two field training officers split a single day's assignment, each will record their stipend based on time spent, not exceeding a combined total of \$10 per day (e.g., if one FTO trains for 3 hours and the other for 7 hours, the first records \$3 and the second records \$7, for a total of \$10 per day); and

WHEREAS, the FTO stipend has been trialed under the \$80 per pay period method, and both parties agree that \$10 per day is more practical and user-friendly for current operations and eTime recordkeeping;

NOW, THEREFORE, the County and the Union agree to amend Article 25, Section 7, effective December 4, 2024, as follows, with all other provisions above continuing in effect for the duration of the current 2025–2027 FTO pay trial period:

Section 7. When a new Deputy Sheriff is hired, the Sheriff may assign a qualified* field training officer to conduct FTO training. The field training officer will receive a payment of \$10 per day (or a portion thereof for partial days assigned), on a trial basis for the duration of this Agreement.

*Must complete a certified FTO training course.

The County and Union agree that this MOA shall not set a precedent for any future matters between the parties.

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

(FIELD TRAINING OFFICER (FTO) PAY)

Continued from previous page.

Page 2 of 2

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.

| | |
|----------------------------|-----------------------|
| <u>Jessica Seibert</u> | <u>12 / 04 / 2024</u> |
| Administrator | Date |
| <u>Bobbie J. Danielson</u> | <u>12 / 04 / 2024</u> |
| HR Director | Date |

| | |
|---------------------|-----------------------|
| <u>Doug Henning</u> | <u>12 / 12 / 2024</u> |
| Business Agent | Date |
| <u>Dan Am*208</u> | <u>12 / 12 / 2024</u> |
| Steward | Date |
| <u>Al Cl*204</u> | <u>12 / 12 / 2024</u> |
| Steward | Date |

| | |
|-------------------------|--|
| Title | FTO MOA, LELS Licensed Essential Unit |
| File name | MOA_for_FTO_Pay_Update_12-4-2024.docx |
| Document ID | 07c522b9f7e5d3eff13c46b22c073ad7315db01c |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

Document History



12 / 04 / 2024
22:26:27 UTC

Sent for signature to Jessica Seibert, County Administrator (jessica.seibert@co.aitkin.mn.us), Bobbie Danielson, HR Director (bobbie.danielson@co.aitkin.mn.us), Doug Henning, LELS Business Agent (dhenning@lels.org), Dan Asmus, Union Steward (dan.asmus@co.aitkin.mn.us) and Jon Cline, Union Steward (jon.cline@co.aitkin.mn.us) from bobbie.danielson@co.aitkin.mn.us
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12 / 04 / 2024
22:26:33 UTC

Viewed by Bobbie Danielson, HR Director (bobbie.danielson@co.aitkin.mn.us)
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12 / 04 / 2024
22:26:41 UTC

Signed by Bobbie Danielson, HR Director (bobbie.danielson@co.aitkin.mn.us)
IP: 151.111.12.13

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| Title | FTO MOA, LELS Licensed Essential Unit |
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| Status | ● Signed |

Document History



12 / 04 / 2024
22:31:42 UTC

Viewed by Jessica Seibert, County Administrator
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IP: 151.111.12.13



SIGNED

12 / 04 / 2024
22:32:00 UTC

Signed by Jessica Seibert, County Administrator
(jessica.seibert@co.aitkin.mn.us)
IP: 151.111.12.13



VIEWED

12 / 05 / 2024
16:49:28 UTC

Viewed by Jon Cline, Union Steward
(jon.cline@co.aitkin.mn.us)
IP: 208.118.159.226



VIEWED

12 / 12 / 2024
16:15:00 UTC

Viewed by Doug Henning, LELS Business Agent
(dhenning@lels.org)
IP: 151.111.12.13

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Document History



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16:27:52 UTC

Signed by Doug Henning, LELS Business Agent
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12 / 12 / 2024
21:56:28 UTC

Signed by Jon Cline, Union Steward
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12 / 12 / 2024
22:26:12 UTC

Viewed by Dan Asmus, Union Steward
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12 / 12 / 2024
22:30:28 UTC

Signed by Dan Asmus, Union Steward
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IP: 156.99.240.20



12 / 12 / 2024
22:30:28 UTC

The document has been completed.