



# Board of County Commissioners Agenda Request

**12A**  
Agenda Item #

**Requested Meeting Date:** November 25, 2025

**Title of Item:** Ratify 2026-2028 LELS Local #523 Licensed Essential Unit Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> Bobbie Danielson, HR Director		<b>Department:</b> Human Resources Dept.
<b>Presenter (Name and Title):</b> Bobbie Danielson, HR Director <i>Bobbie Danielson</i>		<b>Estimated Time Needed:</b> 2-3 minutes
<b>Summary of Issue:</b> <p>The employer and LELS union met on September 25, 2025, and November 5, 2025, and reached a tentative agreement for the 2026–2028 contract. The union voted to ratify the Agreement on November 12, 2025. We are requesting Board ratification of the Agreement today.</p> <p>A redlined copy of the agreement showing all changes is attached.</p> <p>Wages: Pattern settlement for 1/1/2026 and 1/1/2027. 5% within range movement 1/1/2028.</p> <p>Shift differential increased from \$1.00 to \$1.25/hour 6:00 p.m. to 6:00 a.m.</p> <p>Employee #4463 receives a one-time lump sum payment of \$1,000 on January 1st each year of the Agreement.</p> <p>Employee #1100 receives a one-time lump sum payment of \$1,000 on January 1, 2027 and 2028.</p> <p>FTO pay amended from \$80/pay period to \$1/hour.</p> <p>MN Paid Leave (PFML) section added. 50:50 premium split. Employees can use supplemental benefits to "top off" the PFML payment.</p> <p>Any OT earned in the month of December will be paid out as wages rather than accrued as comp time. All comp time hours unused at the end of November will be paid out in December.</p> <p>Safety footwear allowance increased from \$195 to \$200 per calendar year.</p> <p>ESST Weather Event Exception MOA added. Both the union and the employer believe waiving the use of ESST for weather events is in the best interest of public safety.</p> <p>Miscellaneous language updates.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Motion to ratify the 2026-2028 LELS Licensed Essential unit Agreement.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping?</i> \$ As described. <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> The 2026 wages are budgeted.		

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

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

2026-2028

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This document is a draft for discussion purposes and is subject to review by both parties.

# AGREEMENT

By and Between



and



LOCAL #523

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(LICENSED ESSENTIAL UNIT)

January 1, 2026 to December 31, 2028

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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**PREAMBLE**

Aitkin County, hereinafter referred to as the "Employer" and Law Enforcement Labor Services, Local ~~523~~, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union", agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

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**TERMS AND RELATIONS**

This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and the employees agree to carry it out fairly.

**CONDITIONS OF EMPLOYMENT**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, PTO, extended sick leave, and other benefits shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

**ARTICLE 1. RECOGNITION**

Section 1. Law Enforcement Labor Services, Inc. shall be recognized as the sole and exclusive representative for all essential licensed employees of the Aitkin County Sheriff's Department, Aitkin, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and non-licensed essential employees, as set forth in the Certification of Exclusive Representative, BMS Case No. 23PRE0600, by the Minnesota Bureau of Mediation Services.

Section 2. REPRESENTATION. The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of non-union affiliation.

Section 3. UNION STEWARD. Aitkin County and the Aitkin County Sheriff recognize the right of the Union to designate Union Stewards to handle such Union business as may from time to time be delegated to the Union Stewards by the Union. The Employer shall be notified in writing of the names of the employees designated as Union Stewards.

Section 4. CHECKOFF. The Employer agrees to deduct dues from the pay of all employees covered by this Agreement, and agrees to remit all such deductions to Law Enforcement Labor Services, Inc. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Checkoff procedures and timing shall be worked out locally.

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Section 5. UNION SECURITY. In recognition of the Union as the exclusive representative, the Employer shall deduct from the pay of all employees an amount sufficient to provide payment of initiation fees and dues established by the Union from the wages of all employees who expressly authorize, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated representative of Law Enforcement Labor Services, Inc.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this section.

Section 6. TIME OFF. The Employer agrees to grant reasonable and necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other Official Union business, provided one (1) week's written notice is given to the Sheriff by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of individuals affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

The Employer will not pay any employee to come in on their scheduled time or day(s) off for negotiations, but when on-duty, the Employer will permit the Union's Negotiating Committee, comprised of up to two members of the bargaining unit, to appear at all negotiation meetings with the Employer without the loss of pay.

**ARTICLE 2. VESTED RIGHT OF MANAGEMENT**

Section 1. The right to employ, transfer, direct and discipline employees and the management of the property and equipment of Aitkin County is reserved and shall be vested exclusively in the County Board, including the sole authority of the County Board to define cause for management action. The County Board through authority vested by the Minnesota State Statutes shall have the right to determine how many individuals will be employed or retained together with the right to exercise full control and discipline in the proper conduct of its operation. The County Board shall have the sole right to contract for any work it chooses, and direct employees to perform such work wherever located in its jurisdiction. The County Board shall have the exclusive right to determine the hours of employment and the length of the work week and to make changes in the detail of the employment of the various employees from time to time as is deemed necessary for the efficient operation of the Sheriff's Office, and the Union and the members agree to cooperate with the County Board in all respects to promote the efficient operation of the Sheriff's Office. The Union will be notified by the County Board or designee of any said changes or adjustments. The provisions of this Article are subject to the procedural rights of the employees as set forth in the other Articles contained in this Agreement.

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### **ARTICLE 3. EMPLOYMENT STATUS**

Section 1. A regular employee is hereby defined as a person hired to fill a permanent full-time position.

Section 2. A regular seasonal employee is hereby defined as a person on the active payroll only during the season in which the services are required.

Section 3. A temporary employee is hereby defined as a person hired for a period of time not to exceed six (6) months and they shall be separated from the payroll at the end of such period. At the time of hiring, temporary employees will be notified that their employment is temporary and that they shall accrue no rights under this Agreement for such periods of time worked. Successive appointments to temporary positions will not be made unless mutually agreed to between the County and the Union.

Section 4. A part-time employee is hereby defined as a person who is covered by this Agreement and is assigned to work 29 hours per week or less on average.

### **ARTICLE 4. PROBATION**

Section 1. All newly hired employees shall serve a one year probationary period of continuous service. During such probationary period they shall not accrue any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the one (1) year probationary period, the employee shall be granted seniority rights from the date of original hire.

Section 2. Transport/Security Deputy (Grade 6) incumbents who are selected to fill the Deputy Sheriff (Grade 8), Patrol Sergeant, or Investigator vacancy will serve a one-year probationary period in the new position (the one-year probationary period begins when employee starts in the new position not from date of acceptance).

### **ARTICLE 5. SENIORITY**

Section 1. The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment as a regular employee, provided, however, that no time prior to discharge or quit shall be included. The employee's seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement.

Section 2. The policy of seniority shall prevail to regular employees and ~~part-time~~ employees.

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Section 3. The seniority list shall be posted and kept up-to-date annually by the Employer. A copy of the list shall be made available to Law Enforcement Labor Services, Inc. upon request. Said seniority list shall contain the name and starting date of each employee. Seasonal and part time employees shall be carried on the bottom of the list in proper sequence and the list shall so state that they are seasonal or part time.

Section 4. No seasonal employee, part-time employee, or temporary employee shall exceed in seniority a regular employee who fills a full-time position.



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Section 5. Seniority shall terminate if:

- A. An employee quits.
- B. An employee is discharged for cause and is not reinstated.
- C. An employee is absent because of a layoff for a period exceeding one (1) year.

Section 6. Any employee who is elected (or appointed mid-term and then elected during the upcoming term of office) to the position of Sheriff is entitled to a leave of absence without pay for up to 10 years, with right of reinstatement as provided in MN Statute 3.088. The 10 year leave of absence starts on the date they are elected (not appointed mid-term) to office. Their accrued PTO and severance pay (if eligible) will be paid out at the time they leave the position covered by this Agreement and are first sworn in as Sheriff (appointed mid-term or elected) so a balance is not carried on the books.

Section 7. Any employee who is appointed to the position of Undersheriff is entitled to a leave of absence without pay for up to 10 years and their accrued PTO and personal leave will be carried forward with them to the supervisory unit.

Section 8. In the event of a reduction in the work force or hours, the employee with the least seniority in the affected classification shall be laid off first. Employees on layoff status shall have the right to recall for a period of one (1) year from their date of layoff when a recall is initiated by the Employer. In the event of a recall employees will be recalled in the inverse order of layoff by classification. In the event of a layoff of an Investigator/Patrol Sergeant, the employee to be laid off may bump the least senior Deputy Sheriff or, Security/Transport Deputy Sheriff provided the employee has more seniority than the least senior Deputy Sheriff or Security/Transport Deputy incumbent. Likewise, a Deputy Sheriff may bump the least senior Security/Transport Deputy Sheriff provided the employee to be laid off has more seniority than the least senior Security/Transport Deputy Sheriff incumbent..

An employee being laid off who exercises seniority rights to bump into another classification shall be in a probationary status as to the new position for ninety (90) calendar days.

**ARTICLE 6. SCHOOLING**

Section 1. All employees who are required to attend school shall be paid the straight time hourly rate for each day of attendance at school. It is further agreed that they shall be reimbursed for necessary and actual expenses in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts. Any function which requires mandatory attendance shall have the hours counted toward computing weekly overtime.

**ARTICLE 7. SAFETY/EXPENSES/LOSS OR DAMAGE**

Section 1. SAFETY EQUIPMENT. No employee shall be required to drive a vehicle that does not comply with all state and city safety regulations. All vehicles shall be equipped with adequate heaters, air conditioners, defrosters and matting.

Section 2. EXPENSES. All employees, when away from their homes overnight because of their duty, or outside the County, shall be reimbursed for food and lodging expenses during their

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absence in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts.

Section 3. LOSS OR DAMAGE. Employees shall not be charged for loss or damage to equipment unless clear proof of negligence is shown. This Article is not to be construed as applying to charging for normal usage or wear and tear on equipment.

**ARTICLE 8. UNIFORMS**

Section 1. The County agrees to supply to all regular full-time employees, three (3) winter and three (3) summer uniforms. Replacements will be furnished when needed.

Section 2. Effective January 1, 2023, the employer will provide a safety footwear allowance for each full-time employee covered by this Agreement of up to \$200.00 per calendar year, upon submission of receipt, to be used specifically for or towards safety footwear.

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**ARTICLE 9. MEDICAL EXAMINATIONS**

Section 1. Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees shall receive their regular compensation and shall not be deducted pay for time spent during an examination required by the Employer. If the employee disagrees with the results of the medical examination required by the Employer, the employee may be examined by a doctor chosen by the employee or the Union. The Employer shall not be required to pay for said examination. The employee and the Union shall provide the Employer with a copy of the second opinion.

If the opinions of the Employer's and the employee's or Union's physician differ, the Employer may require the employee to submit to a third examination by a physician at Essentia Health - Baxter at the expense of the Employer. The opinion of the third physician shall be binding. Employees shall receive their regular compensation and shall not be deducted pay for time spent during this third examination.

**ARTICLE 10. WEEKLY HOURS AND OVERTIME RATES**

Section 1. The Sheriff's Office maintains the facilities on a twenty-four (24) hour a day basis. The Employer shall establish work schedules for its employees and shall post the schedules for one (1) week.

Section 2. In an 8 hour per day schedule: All hours over eight (8) hours per day and/or 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay.

Section 3. In a 10 hour per day schedule: All hours over ten (10) hours per day and/or 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay.

Section 4. REST BREAKS. If the needs of the service permit, all employees shall be allowed two (2) fifteen (15) minutes rest breaks in each eight (8) and ten (10) hour shift, at times determined by the work load.

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Section 5. COMP TIME

A. At the discretion of the Sheriff, employees shall be permitted to accrue compensatory time off hours in lieu of the overtime pay as set forth in Article 10 .

B. Compensatory time shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked.

C. Use of compensatory time is subject to the prior approval of the Sheriff or the Sheriff's designee and the needs of the Sheriff's Office.

D. It is agreed and understood that the use of compensatory time shall not result in overtime hours for any other employee of the Sheriff's Office.

E. The maximum compensatory time accrual shall be fifty (50) hours.

F. All accrued and unused compensatory time hours will be paid out at the end of each calendar year so as to not carry a balance forward into each subsequent year. Discuss...

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Comp Time



Bobbie J. Danielson

To Doug Henning (DHenning@els.org)

Cc David Minke; Travis Leviska; Dan Asmus;

Jon P. Cline; Andrew Olson

This message was sent with High importance.



3:46 PM

Hi Doug,

We included language in the Teamsters (Jail/Dispatch) tentative agreement to allow members to receive their comp time payout prior to Christmas. Would the LELS Licensed unit be interested in adopting the same language? I can note it as an option in the redlined agreement. Please let me know the group's preference at your convenience. We'll just need to know prior to preparation of the signature copy.

Thank you,  
Bobbie

Strike this language in Article 10, Section 5, Comp Time (F):

F. All accrued and unused compensatory time hours will be paid out at the end of each calendar year so as to not carry a balance forward into each subsequent year.

Replace Article 10, Section 5, Comp Time (F) with this language:

(F) Any overtime earned in the month of December will be paid out as wages rather than accrued as compensatory time. There will be no compensatory time accruals in the month of December. All compensatory time hours accrued and unused as of the end of November shall be paid out at the beginning of December on an off-payroll week (i.e., not during a regular payroll week). Such payouts shall occur within the same calendar year in which the compensatory time hours were earned.

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Section 6. CALL-BACK PAY / CALL-OUT PAY. If any employees are called back to work after completing the scheduled work day, or are called out for work during scheduled time off, they shall receive the minimum of two (2) hours pay at time and one-half (1-1/2). Call-out time is limited to additional hours within the same day as the scheduled work. Call-out time does not apply to pre-scheduled training dates or mandatory staff meetings.

Section 7. RESCUE ORGANIZATIONS. Rescue organizations under the control of the Sheriff (including the Aitkin County Volunteer Search & Rescue and similar organizations) may perform duties covered by this Agreement only in the case of an emergency, when a special skill or equipment is needed, or when all bargaining unit employees (except those on extended sick leave, workers compensation, PTO or temporary layoff) are engaged in work. An emergency is defined as a circumstance where additional persons are needed to seek to prevent death or serious bodily harm. "Rescue organizations under the control of the Sheriff" do not include search and rescue organizations from other jurisdictions, the civil air patrol, volunteer fire departments, or other similar rescue organizations, and said rescue organizations may be called at the discretion of the Sheriff. This section shall not be interpreted to prohibit the ATV Posse or similar organizations from providing crowd and traffic control at community events or assisting at the annual County fair.

Section 8. COURT TIME. An employee who is scheduled to appear in court during the employee's scheduled off duty time shall receive a minimum of four (4) hours pay at the employee's regular base rate of pay, unless the court appearance is cancelled by 6:00 p.m. prior to the business day of the scheduled court appearance. ~~These hours~~ shall be used in computing overtime pay. An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimum. Note: Court Time shall be entered as Regular hours on the employee's timesheet unless the employee has already worked 40 hours per week.

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**ARTICLE 11. PAY PERIOD**

Section 1. All employees covered by this Agreement shall be paid bi-weekly on Friday for work performed during the previous pay period. If a holiday falls on Friday, pay day will be the last workday before the holiday. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

**ARTICLE 12. PROMOTIONS**

Section 1. In filling job vacancies or new positions preference shall be given to those employees oldest in point of service, provided, however, that the qualifications and physical fitness of the employees being considered for the job have to be relatively equal. In judging employee's qualifications for the job, the following factors shall be considered:

- A. Ability to perform related work.
- B. Attitude.
- C. Aptitude.
- D. Versatility.
- E. Efficiency.

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F. Previous work record.

G. Attendance.

Where qualifications and ability are equal, then seniority shall prevail.

Section 2. All job vacancies or new positions shall be posted on the intranet for a period of five (5) weekdays (Monday through Friday) so that the interested employees may have an opportunity to apply. Such notice shall state the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the requirements shall be considered.

Section 3. Transport/Security Deputy incumbents who meet the minimum qualifications and apply for promotion to Deputy Sheriff, Patrol Sergeant, or Investigator will be considered for the position along with external candidates who apply.

Section 4. The successful applicant shall have a ninety (90) calendar day trial period in which to demonstrate his or her ability to perform the job. During the trial period, either the employee or the County may request that the employee return to their previous position and rate of pay per the collective bargaining agreement without loss of seniority.

Section 5. The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out. If there is a dispute involving the provisions of this Article it shall be referred to the grievance procedure of this Agreement for resolution.

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## ARTICLE 13. LEAVE OF ABSENCE

Section 1. Family and Medical Leave - Eligible employees will be granted FMLA in accordance with legal mandates and County policy.

Section 2. Minnesota Paid Leave (PFML). Beginning January 1, 2026, the employer and the employee shall equally split the cost of Minnesota family and medical leave premiums (Statute 268B.14). The employee portion shall be paid through payroll deduction.

Commented [BD1]: Inserted PFML language in Section 2 and re-numbered the remaining sections.

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The Employer will allow employees to use supplemental benefits, including Extended Sick Leave, Personal Leave, and then PTO concurrently with Paid Family and Medical Leave (PFML) benefits, provided that the employee elects this option at the start of their leave. This supplemental benefit will continue until the leave ends or all supplemental benefits are exhausted, whichever occurs first, ensuring that the combined total does not exceed the employee's regular base salary.

Section 3. Leave of Absence – Any employee desiring a leave of absence from his or her employment shall secure written permission from the Sheriff or the Sheriff's designee. Except as required by law, the maximum leave of absence shall be two (2) thirty (30) day periods and may be extended for like periods upon approval of the County Administrator. During the period of absence, the employee shall not engage in gainful employment without prior written approval of the County Administrator. Failure to comply with this provision shall result in the complete loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by the Employer. The employee will provide written notice to the Union of all leaves of absence approved pursuant to this paragraph.

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Section 4. Temporary Lay-Off - A temporary lay-off is defined as a lay-off lasting not more than one (1) year. After such period, the employee shall be considered terminated.

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Section 5. Recall - Recall of an employee shall be provided for in the following manner. Initially, the County shall attempt to locate the employee by telephone. If that attempt is unsuccessful, the Employer shall post a certified or registered letter to the employee's last known address. If the employee fails to respond to said letter within a five (5) working day period from the date of receipt of the signed, requested "Return Receipt" or notification from the Post Office that said notice is undeliverable, the employee shall be considered terminated.

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## ARTICLE 14. HOLIDAYS

Section 1. All full-time employees (probationary and non-probationary) shall be entitled to the following paid holidays, eight (8) hours each, unless noted otherwise:

New Year's Day	Labor Day
Presidents Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day



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Memorial Day  
Fourth of July

Christmas Day  
Juneteenth (June 19<sup>th</sup>)

The employer will agree to provide 4 hours of holiday pay on Christmas Eve, regardless of the day of week it falls.

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Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated holiday pay. Proration shall be based on full-time hours of 2,080 hours per year. Seasonal and temporary employees are not eligible for holiday pay.

Section 2. When an employee is required to work on any of these holidays, they shall be paid at the rate of time and one-half (1-1/2) in addition to their regular holiday pay.

Section 3. For the purpose of overtime pay, holidays shall be celebrated on the day on which the holiday falls. When a paid holiday falls during an employee's vacation, he/she shall receive holiday pay for the holiday and will not be required to use PTO for the holiday.

Section 4. Full-time employees may elect to use their accrued and unused PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a holiday.

Section 5. Holiday Hours Worked: See MOA (Holiday Pay), attached to Agreement.

Deleted: 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.

## ARTICLE 15 PAID TIME OFF

Section 1. Employees will receive PTO that will accrue on a per payroll period basis. Full-time (probationary and non-probationary) employees shall accrue PTO benefits based on the following table:

Annual Completed Years of Service	Rate of Accumulation (Hours per Month)	Annual Hours of PTO
0	16 (New full-time employees will be provided 40 hours of PTO at time of hire so their rate of accumulation for the first year will be adjusted accordingly.)	192
3	18	216
5	20	240
10	22	264
15+	24	288

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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Section 2. Employees who have used at least 80 PTO hours in the previous twelve-month period may elect pay in lieu of PTO for up to 120 hours once in any calendar year. Such PTO cash out will not be counted as hours worked for the purpose of computing overtime.

Section 3. Employees may accrue up to a maximum of 280 hours PTO.

Section 4. All PTO hours count as time worked for the purpose of overtime computation. (Holidays, comp time, personal leave, and extended sick bank hours do not count towards the computation of overtime, with one exception as noted in Article 14, Section 5.)

Section 5. Upon separation of service, the employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated because of an illegal act regardless of whether any legal remedies are pursued or whether any conviction results. In the event of the death of an employee, the employee's accumulated PTO credits shall be paid to the employee's estate.

Section 6. Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service<sup>1</sup>. At no time can the extended sick leave bank exceed 960 hours for employees hired on or before September 1, 2021 or 720 hours for employees hired after September 1, 2021. PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 15, Section 11 (Extended Sick leave bank/Care of relatives).

Employees who are eligible for severance pay under Article 16 are grandfathered in and will be allowed to continue to bank up to 960 hours in their extended sick leave bank. (Sheryl Cook, Aaron Cook, ~~Jon Cline~~, Greg Payment, and Dan Asmus)

Deleted: John Wersal,

Section 7. Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO per calendar year, in accordance with county policy. Seasonal and temporary employees are not eligible to accrue PTO benefits.

Section 8. PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee during a leave of absence without pay, suspension without pay, or time otherwise not paid.

Section 9. In order to assure the orderly performance and continuity of services provided, employees wishing to schedule a vacation should request PTO as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. Requests for PTO usage shall be granted by the Department Head or designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of services. It may be necessary to limit the number of employees taking vacation at the same time or during an event or particular period of time. Such requests, however, shall not arbitrarily be denied. Requests for vacation will be processed giving preference to the order in which the requests are received. In the event requests are received at the same time for the same vacation period, then time-in-department will be the determining factor.

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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Section 10. Probationary employees may use accrued PTO with supervisory approval.

Section 11. Extended Sick Leave Bank / Care Of Relatives

A. Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care, or for any of the reasons covered by Minnesota's Earned Sick and Safe Time law (ESST). For the purpose of this paragraph, family member has the meaning given in Minn. Stat. 181.9445, Subd. 7.

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B. An employee must notify the employee's supervisor of sick leave usage prior to the employee's starting time, unless an emergency prevents the employee from doing so. Failure to give such notice may be cause for disciplinary action.

C. The County reserves the right to require written medical certification from an employee, unless prohibited by law.

Deleted: For the purpose of this paragraph, immediate family is defined as; spouse, child, stepchild, adult child, parent, stepparent, mother-in-law, father-in-law, or grandchild. To the extent that state statute (§181.9413) or regulations change, this policy shall be construed as consistent with those changes. ¶  
¶ Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year. ¶

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D. In the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee the Department Head or Supervisor may require a medical statement from an appropriate medical authority before granting sick leave, as well as verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.

E. Any employees accepting a supervisory position shall have their sick leave benefits carried forward with them to the supervisory unit.

**ARTICLE 16. SEVERANCE PAY**

Section 1. All regular employees of Aitkin County who were hired on or before April 1, 2008, after completion of ten (10) years continuous service, shall be entitled to severance pay upon retirement, death, layoff, resignation, or upon promotion to the Aitkin County Undersheriff position. An employee must be laid off for more than one year before being entitled to severance pay. The requirement of ten (10) years continuous service is waived as to any payment of severance pay due to death or retirement pursuant to a bona fide retirement plan. Such severance pay shall be allowed as follows:

Retirement pursuant to a bona fide retirement plan or death.

100% of unused extended sick leave

Retirement, resignation, or a voluntary quit with a 40 day maximum

50% of all unused extended sick leave



Section 2. Upon layoff for more than one year, retirement, or resignation, the severance benefit will be paid to the eligible employee. In the event of death, the severance pay shall be paid to the employee's estate. The severance pay benefit is eliminated for all employees hired after April 1, 2008.

Section 3. MSRS HCSP. For employees who have met age and service requirements necessary to receive an annuity from PERA or who are receiving a disability benefit from PERA, the County will deposit 100% of the employee's severance pay and accrued but unused vacation or PTO into a MSRS HCSP account upon retirement or resignation in good standing.

Section 4. For employees who are promoted to the Aitkin County Undersheriff position, the County will deposit 100% of the employee's sick leave severance pay into a MSRS HCSP account upon promotion. The language in this paragraph (B) is contingent upon approval by MSRS HSCP and also contingent upon language being updated in the LELS Supervisory Agreement to match, so no conflicting language exists between the two Agreements.

#### **ARTICLE 17. PERSONAL LEAVE**

Section 1. Full-time (probationary and non-probationary) employees shall be granted twelve (12) hours of personal leave on or about January 1 and July 1, and may accumulate up to thirty-six (36) hours of personal leave at any given time. Personal leave is not paid out upon separation of employment or death.

Section 2. Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

#### **ARTICLE 18. BEREAVEMENT LEAVE**

Section 1. When a death occurs in a regular full-time employee's immediate family, the employee may take up to 24 hours off with pay to attend the funeral or make funeral arrangements over the course of up to three (3) days. i.e. 3 eight-hour days or 2.4 ten-hour days or 2 twelve-hour days. Employees may elect to use their accrued and unused extended sick leave or PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a bereavement leave day. The County may require verification of the need for the leave. For purposes of this Article, immediate family members are defined as an employee's spouse, life partner, child, stepchild, parent, stepparent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

In cases requiring extensive travel time, the employee may be granted up to an additional 16 hours off with pay over the course of up to two (2) days, subject to approval of the Sheriff. Extensive travel time is defined as travel distance greater than 250 miles, one way.

Additional time, if needed, may be allowed by the County Sheriff, but such additional time in excess of forty (40) hours off with pay, over the course of up to five (5) days as indicated above, shall be charged against the employee's extended sick leave or PTO.

# AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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As an example, the general intent is as follows: If the employee is working 12 hour shifts and needs two days off, they would be paid for 24 hours bereavement leave -- or if they are working 10 hour shifts and need two days off, they would be paid for 20 hours bereavement leave -- or if they are working 8 hour shifts and need two days off, they would be paid for 16 hours bereavement leave -- or if they are working 12 hour shifts and need 3 days off and there's no extensive travel time, they would be paid for 24 hours bereavement leave and can elect to use 12 hours from their extended sick leave bank or PTO for the third day -- or if they are working 10 hour shifts and need three days off and there's no extensive travel time, they would be paid for 24 hours bereavement leave and can elect to use 6 hours from their extended sick leave bank or PTO to complete the third day and it is understood that in most cases the County is not likely to schedule an employee to return for a partial shift on the last day.

## **ARTICLE 19. RETIREMENT**

Section 1. Retirement benefits, specifically PERA Police & Fire Plan (MN Statute 353.64), will be provided to each employee covered by this Agreement as required by state statute.

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## **ARTICLE 20. INSURANCE AND BONDS**

### Section 1. GROUP HEALTH INSURANCE

The Employer agrees to offer a Group Health Insurance plan equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

HSA Compatible Plan	Employer's Share of the Total Premium per month	Employee's Share of the Total Premium per month
Single	<u>100%</u>	<u>0%</u>
Single + 1	<u>80%</u>	<u>20%</u>
Family	<u>80%</u>	<u>20%</u>

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To be determined for 2024-2025.

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\$510.00/month for 2024. \*\*\*¶  
\$585.00/month for 2025. \*\*\* ...

The Employer's contribution shall not exceed the cost of the premium.

The employer may offer a waiver plan by county policy.

Deleted: \*\*\*For 2023, 2024, and 2025, the employer and employee will split the premium increase 50:50, not to exceed the numbers above.¶

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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The employee may "buy up" to available higher cost plans by paying the premium difference. However, note, there is no employer HSA contribution offered on the higher cost plans.

Effective January 1, 2023, the Employer shall make a contribution to each eligible employee's HSA (or Veba) account, pro-rated by pay period [over 24 pay periods per calendar year], as follows:

Single	\$2,260 per year, pro-rated by pay period
Single + 1	\$3,260 per year, pro-rated by pay period
Family	\$3,260 per year, pro-rated by pay period

The Employer shall be obligated to make only one (1) HSA (or Veba) account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

Coverage starts on the first of the month following date of hire.

Part-time employees who work less than 30 hours per week on average are not eligible for health insurance benefits.

#### Section 2. LIABILITY INSURANCE

The County of Aitkin agrees to furnish, at no cost to the employee, liability insurance to protect officers in amounts equal to the County's statutory liability for claims where the county has a duty of indemnification pursuant to Minnesota Statute Section \$466.07.

If during the term of this Agreement, the State Legislature passes legislation that changes the current state statute 466.07, the parties agree to meet and negotiate Article 20, Section 2.

#### Section 3. LIFE INSURANCE

The Employer agrees to provide and pay for a life insurance policy of \$25,000 for all regular employees and to provide life insurance coverage in the amount of \$15,000 for their spouses and dependents up to age 26, subject to carrier restrictions.

#### Section 4. LONG-TERM DISABILITY INSURANCE AND OTHER VOLUNTARY BENEFITS

The Employer shall provide Long Term Disability Insurance reimbursement for full-time permanent employees in accordance with the Personnel Policy. Part-time employees are not eligible for LTD.

Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

#### Section 5. BONDS AND PREMIUMS



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Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any standard premium involved shall be paid by the Employer.

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement.

If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her bonding requirements. Standard premiums only on said bond to be paid by the Employer. The standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium to be paid by the employee.

**ARTICLE 21. INDIVIDUAL AGREEMENT**

Section 1. The Employer agrees not to enter into any contract or agreement with any employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

**ARTICLE 22. GRIEVANCE PROCEDURE**

Section 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.

Section 2. Union Representatives

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 3. Processing of 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 the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative 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 representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4. Procedure

Grievances, as defined by Article 22 shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer (Sheriff). The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative (Human Resources Manager). The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative (County Administrator). The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing 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 of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute [626.892](#).

#### Section 5. Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, or 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.

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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- 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 both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. 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.

Section 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, 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 agreement of the Employer and the Union in each step.

Section 7. Choice of Remedy

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 22 or to another procedure such as Veterans Preference. If appealed to any procedure other than Step 4, the grievance shall not be subject to the arbitration procedure provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be used – Step 4 of this grievance procedure, or an alternative procedure. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commissioner unless allowed by law.

Section 8. Postmark

A grievance shall be considered to have been presented within the time limits set forth in this Article if it is postmarked within the time limits specified. The Employer's written response to a grievance shall be considered to have been made within the time limits set forth in this Article if it is postmarked within the time limits specified.

**ARTICLE 23. DISCIPLINE**



AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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Section 1. Disciplinary action, including oral reprimand, written reprimand, suspension without pay, demotion, or discharge, may be imposed upon an employee for just cause. Any disciplinary action imposed may be processed as a grievance through the grievance procedure outlined in Article 22. Oral reprimands may not be processed beyond Step 3 of the grievance procedure.

Section 2. Employees have a right to make a clear request for union representation before or during an investigatory interview if the discussion could in any way lead to their being disciplined or terminated.

**ARTICLE 24. DISCHARGE AND LOUDERMILL HEARING**

Section 1. This Article 24 shall pertain to discharge cases only.

Section 2. An employee who has completed the required probationary period shall be discharged only for just cause after an investigation. An action to discharge an employee shall be taken by the appointing authority only after a Loudermill Hearing has been held between the designated Union representative and employee, and the County Administrator, or the Employee has waived their Loudermill rights. The employee and the Union shall be given written notice of the charges against the employee and of the Loudermill Hearing date and time at least ten (10) calendar days prior to the meeting. The Union and the employee shall be present at the meeting, and the Union shall present information relevant to the proposed discharge and may present witnesses and evidence. The Sheriff and/or Human Resources Director shall have the right to present information, witnesses and evidence at the meeting. This meeting shall be in lieu of Steps 1 and 2 of the Grievance Procedure set forth in Article 22 of this Agreement.

Section 3. In the event the appointing authority proceeds to discharge, then a grievance relating to discharge shall be filed at Step 3 of the Grievance Procedure within fourteen (14) calendar days of the date of the discharge action.

**ARTICLE 25. WAGES**

Section 1. Effective January 1, 202~~6~~, employees covered by this Agreement shall be paid in accordance with Appendix A.

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Section 2. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

Section 3. All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

Section 4. Within Range Movement Guarantee Effective January 1, 202~~9~~, While on the Open Range pay scale [implemented January 1, 2023], all employees not at the maximum pay shall receive a minimum of a 2% within range movement on January 1, not to exceed the maximum pay. This 2% within range movement guarantee does not apply if the State of Minnesota institutes a levy limitation during the term of this Agreement. If the State of Minnesota institutes a levy limitation, this clause shall be reopened for negotiation. If the Open Range pay scale is eliminated, the 2% language shall not apply.

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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Section 5. The employer does not consider the Open Range pay scale to include any elements of pay for performance. If the employer desires to move to a pay-for-performance system in the future, it must be negotiated with the Union. There is no guarantee that the Union will agree to a pay-for-performance system.

Section 6. Shift Differential. Effective January 1, 2023, employees will receive shift differential of \$1.~~25~~ per hour for hours worked from 6:00 p.m. to 6:00 a.m.

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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 period for the duration of this Agreement. *\*Must complete a certified FTO training course.*

Section 8. Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive wage adjustments.

Section 9. Reclassification and Promotion: Employees who move to a position of a higher grade shall receive a minimum increase of 5% or \$1.00 per hour (whichever is greater), not to exceed the maximum, or be less than the minimum rate, and will be placed into the range of the next pay grade in this bargaining unit.

Section 10. Involuntary Demotion: An employee who is demoted to a lower paid classification will be placed into the lower classification at the same percentile of the scale, not to exceed the Maximum. Thereafter, the employee will receive within range movement as provided for by this Agreement. *(For example: a Grade 9 employee who is paid 25% higher than the Grade 8 minimum will move to the Grade 8 classification and be paid 25% higher than the Grade 8 minimum. Or, a Grade 9 employee who is paid at the Grade 9 maximum, will move to the Grade 8 classification and be paid at the Grade 8 maximum.)* This language does not apply to voluntary demotions when an employee applies for a new position in a lower graded classification.

**ARTICLE 26. SAVINGS AND SEPARABILITY CLAUSE**

Section 1. If any Articles or Sections of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it had been held invalid or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the County, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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**ARTICLE 27. EXPIRATION**

The period of this Agreement shall be from the 1st day of January 202~~6~~ until the 31st day of December, 202~~8~~ and shall continue in full force and effect from year to year thereafter, unless written notice of intention to terminate or modify this Agreement is given by either party to the other party sixty (60) days prior to the date of expiration or any anniversary thereof. Such notice may be delivered personally or by certified mail and if by mail, the notice must be received sixty (60) days prior to the expiration or anniversary date thereof. If the notice is to terminate, this Agreement shall then terminate on the anniversary date next following. If the notice is to change or modify, such notice shall specify the changes or modifications demanded.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25~~th~~ day of November, 202~~5~~.

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FOR LOCAL NO. ~~523~~:

FOR COUNTY OF AITKIN:

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\_\_\_\_\_  
LELS Business Agent

\_\_\_\_\_  
Chairperson, Aitkin County Board

\_\_\_\_\_  
Local Steward

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

\_\_\_\_\_  
Local Steward

\_\_\_\_\_  
Human Resources Director

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT  
2026-2028

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.

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. Renewed this 25<sup>th</sup> day of November, 2025.

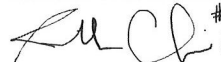
FOR LOCAL NO. 504

 11 / 18 / 2025

LELS Business Agent

 #208 11 / 18 / 2025

Union Steward

 #204 11 / 19 / 2025

Union Steward

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
Chairperson

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

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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**Deleted: Memorandum of Agreement (Permanent Part-time Employees)**

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

¶  
WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

¶  
WHEREAS, during negotiations for the 2023-2025 collective bargaining agreement, the parties agreed to meet to negotiate language concerning permanent part-time employees if the County decides to hire permanent part-time employees starting in calendar year 2023-2025. ¶

¶  
NOW, THEREFORE, the parties agree as follows:¶

¶  
If the County decides to hire permanent part-time employees, the parties will meet to negotiate language concerning part-time employees.¶

¶  
This Memorandum of Agreement will be in effect the date of County Board approval of the 2023-2025 bargaining agreement. ¶

¶  
This Memorandum of Agreement 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 14th day of March, 2023. ¶

¶  
FOR LOCAL NO. 504:                      FOR COUNTY OF AITKIN: ¶

¶  
\_\_\_\_\_  
LELS Business Agent                      Chairperson, Aitkin County Board ¶

¶  
\_\_\_\_\_  
Local Steward                      County Administrator¶

¶  
\_\_\_\_\_  
Local Steward                      Human Resources Director ¶



AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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**Memorandum of Agreement (EARLY RETIREMENT INCENTIVE)**

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

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 202~~6~~-202~~8~~ collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

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WHEREAS, the employer incorporated an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019,

NOW, THEREFORE, the parties agree as follows:

Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 202~~6~~, 202~~7~~, and 202~~8~~ will have the opportunity to participate.

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This Memorandum of Agreement 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 2~~5~~<sup>th</sup> day of ~~November~~, 202~~5~~.

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FOR LOCAL NO. 5~~23~~:

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
LELS Business Agent

\_\_\_\_\_  
Chairperson, Aitkin County Board

\_\_\_\_\_  
Local Steward

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

\_\_\_\_\_  
Local Steward

\_\_\_\_\_  
Human Resources Director



**Memorandum of Agreement (EARLY RETIREMENT INCENTIVE)**

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

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2026-2028 collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

WHEREAS, the employer incorporated an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019,

NOW, THEREFORE, the parties agree as follows:

Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2026, 2027, and 2028 will have the opportunity to participate.


This Memorandum of Agreement 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 25th day of November, 2025.

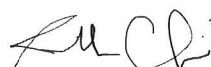
FOR LOCAL NO. 523:

 11 / 18 / 2025

LELS Business Agent

 #208 11 / 18 / 2025

Local Steward

 #204 11 / 19 / 2025

Local Steward

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
Chairperson, Aitkin County Board

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

\_\_\_\_\_  
Human Resources Director

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

202~~6~~-2028

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

¶  
WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

¶  
WHEREAS, during negotiations for the 2023-2025 collective bargaining agreement, the Union expressed interest in a fitness membership for members; and

¶  
WHEREAS, the employer agreed in negotiations to pay \$10 per month per member to the 210 Fitness gym in Aitkin, MN on a trial basis for the duration of this 2023-2025 Agreement;

¶  
NOW, THEREFORE, the parties agree as follows:

¶  
The employer will pay 210 Fitness \$10 per month, per member.

¶  
The employee will pay any difference in cost above the \$10 per month gym membership fee.

¶  
Final payment arrangements are subject to approval by 210 Fitness.

¶  
The gym memberships will sunset on December 31, 2025, unless a subsequent agreement is reached, or sooner if the employer builds an onsite fitness center.

¶  
Use of the 210 Fitness gym is subject to the gym's rules.

¶  
Employees are on their own time and the employer is not responsible for any illness or injury that occurs while the employee is voluntarily using the fitness center.

¶  
This Memorandum of Agreement 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 14th day of March, 2023.

¶  
FOR LOCAL NO. 504: FOR COUNTY OF AITKIN:

\_\_\_\_\_  
LELS Business Agent Chairperson, Aitkin County Board

\_\_\_\_\_  
Local Steward County Administrator

\_\_\_\_\_  
Local Steward Human Resources Director

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

2026-2028

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**Memorandum of Agreement (ESST WEATHER EVENT EXCEPTION)**

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

WHEREAS, the County and the Union are parties to an Agreement for 2026-2028 negotiated pursuant to the Public Employment Labor Relations Act (PELRA); and

WHEREAS, during negotiations, the parties discussed the ESST Weather Event Exception; and

WHEREAS, MN Statute 181.9447, Subd. 12 permits 911 telecommunicators and guards at correctional facilities who are represented by a collective bargaining agreement to waive the weather event use of Earned Sick and Safe Time (ESST) as stated in MN Statute 181.9447, Subd. 1.(4); and

WHEREAS, both the union and the employer believe waiving the use of ESST for weather events is in the best interest of public safety.

NOW, THEREFORE, per MN Statute 181.9447, Subd. 12 the union clearly and unambiguously agrees to not use ESST for weather events as specified under the conditions of MN Statute 181.9447, Subd. 1(4).

Be it further agreed, this MOA is in effect beginning January 1, 2026 and for the duration of the negotiated agreement.

Be it further agreed, to the extent that state statute 181.9445, Subd. 7 (ESST family member definition) changes, this MOA shall be construed as consistent with those changes.

This MOA 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 25th day of November, 2025.

FOR LOCAL NO. 523: \_\_\_\_\_ FOR COUNTY OF AITKIN: \_\_\_\_\_

Business Agent \_\_\_\_\_ Chairperson,  
Aitkin County Board of Commissioners

Steward \_\_\_\_\_ County Administrator

Steward \_\_\_\_\_ Human Resources Director

Date: \_\_\_\_\_ Dated: \_\_\_\_\_

**Memorandum of Agreement (ESST WEATHER EVENT EXCEPTION)**

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

WHEREAS, the County and the Union are parties to an Agreement for 2026-2028 negotiated pursuant to the Public Employment Labor Relations Act (PELRA); and

WHEREAS, during negotiations, the parties discussed the ESST Weather Event Exception; and

WHEREAS, MN Statute 181.9447, Subd. 12 permits 911 telecommunicators and guards at correctional facilities who are represented by a collective bargaining agreement to waive the weather event use of Earned Sick and Safe Time (ESST) as stated in MN Statute 181.9447, Subd. 1.(4); and

WHEREAS, both the union and the employer believe waiving the use of ESST for weather events is in the best interest of public safety.

NOW, THEREFORE, per MN Statute 181.9447, Subd. 12 the union clearly and unambiguously agrees to not use ESST for weather events as specified under the conditions of MN Statute 181.9447, Subd. 1(4).

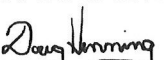
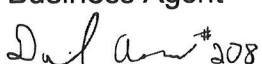

Be it further agreed, this MOA is in effect beginning January 1, 2026 and for the duration of the negotiated agreement.

Be it further agreed, to the extent that state statute 181.9445, Subd. 7 (ESST family member definition) changes, this MOA shall be construed as consistent with those changes.

This MOA 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 25th day of November, 2025.

FOR LOCAL NO. 523:

 11 / 18 / 2025  
Business Agent  
 #208 11 / 18 / 2025  
Steward  
 #204 11 / 19 / 2025  
Steward

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
Chairperson,  
Aitkin County Board of Commissioners  
\_\_\_\_\_  
County Administrator  
\_\_\_\_\_  
Human Resources Director



## 2026-2028

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## Memorandum of Agreement (12-Hour Shift Language)

This Memorandum of Agreement ("MOA") is entered into by and between Aitkin County ("Employer") and LELS ("Union").

## Purpose

The purpose of this MOA is to document the parties' mutual understanding regarding discussions on a potential 12-hour shift structure during negotiations for the 2026–2028 Collective Bargaining Agreement ("Agreement").

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## Agreement

1. During negotiations for the 2026–2028 Agreement, the parties did not reach agreement on incorporating 12-hour shift language into the contract.
2. Should the Sheriff wish to pursue implementation of a 12-hour shift schedule in the future, the parties agree to engage in further discussions upon request.
3. Any such discussions will address, at minimum, the application of the Fair Labor Standards Act (FLSA) **Section 7(k)** work period for law enforcement employees, which allows overtime to be calculated over a work period of **7 to 28 consecutive days**. The parties acknowledge that application of Section 7(k) may be necessary to avoid automatic overtime obligations that could occur under a standard 40-hour weekly threshold (e.g., a 36-hour week followed by a 44-hour week).

**No Precedent / No Waiver**

This MOA does not obligate either party to agree to a 12-hour shift schedule or to any particular contractual terms related to such a schedule.

Nothing in this MOA shall be construed as a waiver of either party's rights under the Agreement or applicable law.

### Duration

This MOA shall remain in effect for the duration of the 2026–2028 Agreement unless modified by mutual written agreement of the parties.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 523:	FOR COUNTY OF AITKIN:
Business Agent	Chairperson,
	Aitkin County Board of Commissioners

Steward County Administrator

Steward Human Resources Director

Date: \_\_\_\_\_ Dated: \_\_\_\_\_

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**Memorandum of Agreement (12-Hour Shift Language)**

This Memorandum of Agreement ("MOA") is entered into by and between Aitkin County ("Employer") and LELS ("Union").

**Purpose**

The purpose of this MOA is to document the parties' mutual understanding regarding discussions on a potential 12-hour shift structure during negotiations for the 2026-2028 Collective Bargaining Agreement ("Agreement").

**Agreement**

1. During negotiations for the 2026-2028 Agreement, the parties did not reach agreement on incorporating 12-hour shift language into the contract.
2. Should the Sheriff wish to pursue implementation of a 12-hour shift schedule in the future, the parties agree to engage in further discussions upon request.
3. Any such discussions will address, at minimum, the application of the Fair Labor Standards Act (FLSA) **Section 7(k)** work period for law enforcement employees, which allows overtime to be calculated over a work period of **7 to 28 consecutive days**. The parties acknowledge that application of Section 7(k) may be necessary to avoid automatic overtime obligations that could occur under a standard 40-hour weekly threshold (e.g., a 36-hour week followed by a 44-hour week).

**No Precedent / No Waiver**

This MOA does not obligate either party to agree to a 12-hour shift schedule or to any particular contractual terms related to such a schedule.

Nothing in this MOA shall be construed as a waiver of either party's rights under the Agreement or applicable law.

**Duration**


This MOA shall remain in effect for the duration of the 2026-2028 Agreement unless modified by mutual written agreement of the parties.

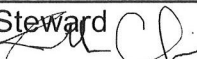
IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 523:

 11 / 18 / 2025

Business Agent

 #208 11 / 18 / 2025

Steward  #204 11 / 19 / 2025

Steward

FOR COUNTY OF AITKIN:

Chairperson,  
Aitkin County Board of Commissioners

County Administrator

Human Resources Director

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT  
2026-2028

**APPENDIX A**  
**WAGE SCHEDULES**

OPEN RANGE SCALE FOR JANUARY 1, 2026					
Grade	MIN	MAX	MIN	MAX	
	FLSA Non-Exempt		FLSA Exempt		
21	\$ 59.38	\$ 82.06	\$123,501.46	\$170,680.07	
20	\$ 57.26	\$ 79.12	\$119,102.79	\$164,573.41	
19	\$ 55.14	\$ 76.19	\$114,700.01	\$158,468.05	
18	\$ 53.03	\$ 73.25	\$110,297.22	\$152,362.69	
17	\$ 50.91	\$ 70.32	\$105,894.43	\$146,257.33	
16	\$ 48.79	\$ 67.38	\$101,491.64	\$140,151.97	
15	\$ 46.68	\$ 64.45	\$ 97,088.86	\$134,046.60	
14	\$ 44.56	\$ 61.51	\$ 92,686.07	\$127,941.24	
13	\$ 42.44	\$ 58.57	\$ 88,283.28	\$121,835.88	
12	\$ 40.33	\$ 55.64	\$ 83,880.49	\$115,730.52	
11	\$ 38.21	\$ 52.70	\$ 79,477.70	\$109,625.16	
10	\$ 36.09	\$ 49.77	\$ 75,074.92	\$103,519.80	
9	\$ 33.97	\$ 46.83	\$ 70,663.20	\$ 97,414.44	
8	\$ 31.86	\$ 43.90	\$ 66,258.92	\$ 91,309.07	
7	\$ 29.74	\$ 40.96	\$ 61,854.63	\$ 85,203.71	
6	\$ 27.63	\$ 38.03	\$ 57,474.68	\$ 79,098.35	
5	\$ 25.51	\$ 35.09	\$ 53,070.40	\$ 72,992.99	
4	\$ 23.40	\$ 32.16	\$ 48,666.12	\$ 66,887.63	
3	\$ 21.28	\$ 29.22	\$ 44,261.83	\$ 60,782.27	
2	\$ 19.16	\$ 26.29	\$ 39,857.55	\$ 54,676.90	
1	\$ 17.04	\$ 23.35	\$ 35,453.27	\$ 48,571.54	
Min/Max post adjusted 4% 1/1/2026					

LAST NAME	GRADE	1/1/2023 CONVERSION TO OPEN RANGE SCALE
COOK	S 9	\$ 41.64
COOK	A 9	\$ 38.94

GRUBBMAN	P 9	\$ 30.20
WERSAL	J 8	\$ 36.53
ASMUS	D 8	\$ 34.50
CLINE	J 8	\$ 34.50
WINTER	T 8	\$ 33.53
BENNETT	K 8	\$ 31.69
PARENTEAU	N 8	\$ 30.79
YUNKER	N 8	\$ 29.93
FRIESNER	N 8	\$ 29.09
TIERNEY	T 8	\$ 28.32
JINDRA	D 8	\$ 28.32
JOHNSON	Z 8	\$ 28.32
WINKLE	D 8	\$ 28.32
MADSEN	J 6	\$ 25.30

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OPEN RANGE SCALE FOR JANUARY 1, 2026		
Grade	MIN	MAX
	FLSA Non-Exem	
20	\$ 50.90	\$ 70.
19	\$ 49.02	\$ 67.
18	\$ 47.14	\$ 65.
17	\$ 45.26	\$ 62.
16	\$ 43.38	\$ 59.
15	\$ 41.50	\$ 57.
14	\$ 39.61	\$ 54.
13	\$ 37.73	\$ 52.
12	\$ 35.85	\$ 49.
11	\$ 33.97	\$ 46.
10	\$ 32.09	\$ 44.
9	\$ 30.20	\$ 41.
8	\$ 28.32	\$ 39.
7	\$ 26.44	\$ 36.
6	\$ 24.56	\$ 33.
5	\$ 22.68	\$ 31.
4	\$ 20.80	\$ 28.
3	\$ 18.92	\$ 25.
2	\$ 17.04	\$ 23.
1	\$ 15.15	\$ 20.

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

2026-2028

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OPEN RANGE SCALE FOR JANUARY 1, 2027

Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt	
21	\$ 61.75	\$ 85.34	\$128,441.52	\$177,507.28
20	\$ 59.55	\$ 82.29	\$123,866.91	\$171,156.35
19	\$ 57.35	\$ 79.23	\$119,288.01	\$164,806.77
18	\$ 55.15	\$ 76.18	\$114,709.11	\$158,457.20
17	\$ 52.95	\$ 73.13	\$110,130.21	\$152,107.62
16	\$ 50.75	\$ 70.08	\$105,551.31	\$145,758.04
15	\$ 48.54	\$ 67.02	\$100,972.41	\$139,408.47
14	\$ 46.34	\$ 63.97	\$ 96,393.51	\$133,058.89
13	\$ 44.14	\$ 60.92	\$ 91,814.61	\$126,709.32
12	\$ 41.94	\$ 57.87	\$ 87,235.71	\$120,359.74
11	\$ 39.74	\$ 54.81	\$ 82,656.81	\$114,010.16
10	\$ 37.54	\$ 51.76	\$ 78,077.91	\$107,660.59
9	\$ 35.33	\$ 48.71	\$ 73,489.73	\$101,311.01
8	\$ 33.13	\$ 45.65	\$ 68,909.27	\$ 94,961.44
7	\$ 30.93	\$ 42.60	\$ 64,328.82	\$ 88,611.86
6	\$ 28.74	\$ 39.55	\$ 59,773.67	\$ 82,262.28
5	\$ 26.54	\$ 36.50	\$ 55,193.22	\$ 75,912.71
4	\$ 24.33	\$ 33.44	\$ 50,612.76	\$ 69,563.13
3	\$ 22.13	\$ 30.39	\$ 46,032.31	\$ 63,213.56
2	\$ 19.93	\$ 27.34	\$ 41,451.85	\$ 56,863.98
1	\$ 17.73	\$ 24.29	\$ 36,871.40	\$ 50,514.40

Min/Max post adjusted 4% 1/1/2027

OPEN RANGE SCALE FOR JANU

Grade	MIN	MAX
	FLSA Non-Exempt	
20	\$ 52.94	\$ 73.15
19	\$ 50.98	\$ 70.44
18	\$ 49.03	\$ 67.72
17	\$ 47.07	\$ 65.01
16	\$ 45.11	\$ 62.30
15	\$ 43.16	\$ 59.58
14	\$ 41.20	\$ 56.87
13	\$ 39.24	\$ 54.16
12	\$ 37.28	\$ 51.44
11	\$ 35.33	\$ 48.73
10	\$ 33.37	\$ 46.01
9	\$ 31.41	\$ 43.30
8	\$ 29.45	\$ 40.59
7	\$ 27.49	\$ 37.87
6	\$ 25.55	\$ 35.16
5	\$ 23.59	\$ 32.45
4	\$ 21.63	\$ 29.73
3	\$ 19.67	\$ 27.02
2	\$ 17.72	\$ 24.30
1	\$ 15.76	\$ 21.59

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT

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OPEN RANGE SCALE FOR JANUARY 1, 2028

Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt	
21	\$ 64.22	\$ 88.75	\$ 133,579.18	\$ 184,607.57
20	\$ 61.93	\$ 85.58	\$ 128,821.58	\$ 178,002.60
19	\$ 59.64	\$ 82.40	\$ 124,059.53	\$ 171,399.04
18	\$ 57.35	\$ 79.23	\$ 119,297.47	\$ 164,795.48
17	\$ 55.07	\$ 76.05	\$ 114,535.42	\$ 158,191.93
16	\$ 52.78	\$ 72.88	\$ 109,773.36	\$ 151,588.37
15	\$ 50.49	\$ 69.70	\$ 105,011.31	\$ 144,984.81
14	\$ 48.20	\$ 66.53	\$ 100,249.25	\$ 138,381.25
13	\$ 45.91	\$ 63.35	\$ 95,487.20	\$ 131,777.69
12	\$ 43.62	\$ 60.18	\$ 90,725.14	\$ 125,174.13
11	\$ 41.33	\$ 57.01	\$ 85,963.09	\$ 118,570.57
10	\$ 39.04	\$ 53.83	\$ 81,201.03	\$ 111,967.01
9	\$ 36.74	\$ 50.66	\$ 76,429.32	\$ 105,363.45
8	\$ 34.45	\$ 47.48	\$ 71,665.64	\$ 98,759.89
7	\$ 32.16	\$ 44.31	\$ 66,901.97	\$ 92,156.33
6	\$ 29.89	\$ 41.13	\$ 62,164.62	\$ 85,552.78
5	\$ 27.60	\$ 37.96	\$ 57,400.94	\$ 78,949.22
4	\$ 25.31	\$ 34.78	\$ 52,637.27	\$ 72,345.66
3	\$ 23.02	\$ 31.61	\$ 47,873.60	\$ 65,742.10
2	\$ 20.73	\$ 28.43	\$ 43,109.93	\$ 59,138.54
1	\$ 18.44	\$ 25.26	\$ 38,346.25	\$ 52,534.98

Min/Max post adjusted 4% 1/1/2028

OPEN RANGE SCALE FOR JANUARY 1, 2028

Grade	MIN	MAX
	FLSA Non-Exempt	
20	\$ 55.06	\$ 76.08
19	\$ 53.02	\$ 73.26
18	\$ 50.99	\$ 70.43
17	\$ 48.95	\$ 67.61
16	\$ 46.92	\$ 64.79
15	\$ 44.88	\$ 61.97
14	\$ 42.85	\$ 59.14
13	\$ 40.81	\$ 56.32
12	\$ 38.78	\$ 53.50
11	\$ 36.74	\$ 50.68
10	\$ 34.71	\$ 47.85
9	\$ 32.67	\$ 45.03
8	\$ 30.63	\$ 42.21
7	\$ 28.59	\$ 39.39
6	\$ 26.57	\$ 36.57
5	\$ 24.53	\$ 33.74
4	\$ 22.50	\$ 30.92
3	\$ 20.46	\$ 28.10
2	\$ 18.43	\$ 25.28
1	\$ 16.39	\$ 22.45

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT  
2026-2028

EMPLOYEE NUMBER	WAGE 2025	GRADE	JOB TITLE	1/1/2026 (6% WITHIN RANGE MOVEMENT, NOT TO EXCEED THE MAX)	1/1/2027 (7% WITHIN RANGE MOVEMENT, NOT TO EXCEED THE MAX)	1/1/2028 (5% WITHIN RANGE MOVEMENT, NOT TO EXCEED THE MAX)	Scale Max 2026	Scale Max 2027	Scale Max 2028
327	\$ 30.940	8	DEPUTY SHERIFF	\$ 32.80	\$ 35.09	\$ 36.85	\$ 43.90	\$ 45.65	\$ 47.48
405	\$ 39.580	8	DEPUTY SHERIFF	\$ 41.95	\$ 44.89	\$ 47.14	\$ 43.90	\$ 45.65	\$ 47.48
749	\$ 33.520	8	DEPUTY SHERIFF	\$ 35.53	\$ 38.02	\$ 39.92	\$ 43.90	\$ 45.65	\$ 47.48
901	\$ 31.230	8	DEPUTY SHERIFF	\$ 33.10	\$ 35.42	\$ 37.19	\$ 43.90	\$ 45.65	\$ 47.48
916	\$ 27.350	6	SECURITY/TRANSPORT DEP	\$ 28.99	\$ 31.02	\$ 32.57	\$ 38.03	\$ 39.55	\$ 41.13
1000	\$ 30.630	8	DEPUTY SHERIFF	\$ 32.47	\$ 34.74	\$ 36.48	\$ 43.90	\$ 45.65	\$ 47.48
1073	\$ 39.580	8	DEPUTY SHERIFF	\$ 41.95	\$ 44.89	\$ 47.14	\$ 43.90	\$ 45.65	\$ 47.48
1100	\$ 44.670	9	INVESTIGATOR/PATROL SE	\$ 46.83	\$ 48.71	\$ 50.66	\$ 46.83	\$ 48.71	\$ 50.66
4463	\$ 45.030	9	INVESTIGATOR/PATROL SE	\$ 46.83	\$ 48.71	\$ 50.66	\$ 46.83	\$ 48.71	\$ 50.66
1128	\$ 31.310	6	SECURITY/TRANSPORT DEP	\$ 33.19	\$ 35.51	\$ 37.29	\$ 38.03	\$ 39.55	\$ 41.13
1510	\$ 31.230	8	DEPUTY SHERIFF	\$ 33.10	\$ 35.42	\$ 37.19	\$ 43.90	\$ 45.65	\$ 47.48
1717	\$ 35.040	9	INVESTIGATOR	\$ 37.14	\$ 39.74	\$ 41.73	\$ 46.83	\$ 48.71	\$ 50.66
2445	\$ 32.490	8	DEPUTY SHERIFF	\$ 34.44	\$ 36.85	\$ 38.69	\$ 43.90	\$ 45.65	\$ 47.48
3470	\$ 33.520	8	DEPUTY SHERIFF	\$ 35.53	\$ 38.02	\$ 39.92	\$ 43.90	\$ 45.65	\$ 47.48
3709	\$ 33.520	8	DEPUTY SHERIFF	\$ 35.53	\$ 38.02	\$ 39.92	\$ 43.90	\$ 45.65	\$ 47.48
3804	\$ 41.000	9	INVESTIGATOR/PATROL SE	\$ 43.46	\$ 46.50	\$ 48.83	\$ 46.83	\$ 48.71	\$ 50.66
4445	\$ 32.330	8	DEPUTY SHERIFF	\$ 34.27	\$ 36.67	\$ 38.50	\$ 43.90	\$ 45.65	\$ 47.48
4857	\$ 32.490	8	DEPUTY SHERIFF	\$ 34.44	\$ 36.85	\$ 38.69	\$ 43.90	\$ 45.65	\$ 47.48
5167	\$ 32.490	8	DEPUTY SHERIFF	\$ 34.44	\$ 36.85	\$ 38.69	\$ 43.90	\$ 45.65	\$ 47.48
5285	\$ 34.340	8	DEPUTY SHERIFF	\$ 36.40	\$ 38.95	\$ 40.90	\$ 43.90	\$ 45.65	\$ 47.48
5314	\$ 33.430	8	DEPUTY SHERIFF	\$ 35.44	\$ 37.92	\$ 39.81	\$ 43.90	\$ 45.65	\$ 47.48

\*Hours vary, payroll will verify union status.

1/1/2026: Employee #4463 will be provided with a one-time lump sum payment of \$1,000.

1/1/2027: Employee #4463 and #1100 will be provided with a one-time lump sum payment of \$1,000.

1/1/2028: Employee #4463 and #1100 will be provided with a one-time lump sum payment of \$1,000.

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

### This Holiday Pay MOA is being renewed with the 2026-2028 Agreement.

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.~~ (retain this red paragraph)
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), [REDACTED], [REDACTED], 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. Renewed this 25<sup>th</sup> day of November, 2025.

FOR LOCAL NO. 504

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
LELS Business Agent

\_\_\_\_\_  
Chairperson

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

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

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

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT  
2026-2028

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.

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. Renewed this 25<sup>th</sup> day of November, 2025.

FOR LOCAL NO. 504

Daugherty 11 / 18 / 2025

LELS Business Agent

Dalton #208 11 / 18 / 2025

Union Steward

LuCh #204 11 / 19 / 2025

Union Steward

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
Chairperson

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