



**LABOR AGREEMENT**

**BETWEEN**

**THE COUNTY OF MILLE LACS**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.**

**Deputies**

**“LOCAL NO. 99”**

JANUARY 1, 2020 THROUGH DECEMBER  
31, 2021

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**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of Mille Lacs, hereinafter called the Employer, and the Law Enforcement Labor Services, Inc. (Sheriff's Office Unit), hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
- 1.2 Specify the full and complete understanding of the parties; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The Employer recognizes the Union as a sole and exclusive bargaining agent for all licensed essential employees of the Mille Lacs County Sheriff's Office, Milaca, Minnesota, who work more than fourteen (14) hours per week and sixty-seven (67) days per calendar year, excluding supervisory, confidential, non-licensed essential employees and all other County employees.

**ARTICLE 3**  
**DEFINITIONS**

- 3.1 UNION: The Law Enforcement Labor Services, Inc.
- 3.2 EMPLOYER: County of Mille Lacs, for budgetary items only; and Mille Lacs County Sheriff, for all management items.
- 3.3 UNION MEMBER: A member of LELS.
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 FULL-TIME EMPLOYEE: Employee who has completed the required probationary period and who is normally scheduled to work a 40-hour week.
- 3.6 PERMANENT PART-TIME EMPLOYEE: An employee who is employed in a position designated as permanent part-time by the Employer for a minimum of 20 hours per week.
- 3.7 PROBATIONARY EMPLOYEE: An employee who has not completed the probationary period.
- 3.8 SENIORITY: Length of continuous service with the Employer.
- 3.9 UNION OFFICER: Duly appointed or elected officer of Law Enforcement Labor Services, Inc.

- 3.10 **WORKWEEK:** The workweek shall begin at 00:00.0 a.m. Sunday and end at 11:59:59 the following Saturday.

**ARTICLE 4**  
**EMPLOYER AUTHORITY**

- 4.1 The Sheriff retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

The County Board to set and amend budgets and determine number of personnel.

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

**ARTICLE 5**  
**UNION SECURITY**

- 5.1 The Employer shall deduct from the wages of an employee who authorize such a deduction in writing an amount necessary to cover monthly Union. Such monies shall be remitted as directed by the Union.
- 5.2 The Union may designate employees from the bargaining unit to act as steward and alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 5.3 The Employer shall make space available on a designated bulletin board for posting Union notice(s) and announcement(s).
- 5.4 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 Agreement.

**ARTICLE 6**  
**EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 6.1 **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.
- 6.2 **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 normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Steward shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Steward have notified and received the approval of the designated supervisor who has determined that

such absence is reasonable and would not be detrimental to work programs of the Employer.

6.3 **PROCEDURE:** Grievances, as defined by Section 6.1, 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 Chief Deputy or the Employer designated representative. The Chief Deputy or 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 Chief Deputy's or the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

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

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Personnel Director or the Employer-designated Step 3 representative. The Personnel Director or the Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after the Step 3 meeting. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Personnel Director's or the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3A. Mediation: If the Employer and the Union mutually agree, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) calendar days following the Employer response in Step 3. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of mediation.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union may 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.

6.4 ARBITRATOR'S AUTHORITY:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision 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 arbitrators' services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.5 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. If the Union does not strike arbitrators within thirty (30) calendar days of receipt of the arbitration panel from the Bureau of Mediation Services, the grievance shall be considered waived. The time limit in each step and the time limit for striking arbitrators may be extended by mutual written agreement of the Employer and the Union in each step. The filing or appeal of a grievance shall be deemed effective if it is personally served or post-marked within the time limits set forth above.

6.6 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 6 or a procedure such as: Civil Service, Veteran's Preference, or Human Rights. If appealed to any procedure other than Step 4 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized Step 4 of Article 6 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making an appeal through Step 4 of Article 6.

*An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges*

and Universities, 957 F.2d 424 (7<sup>th</sup> Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

## **ARTICLE 7** **WORK SCHEDULE**

- 7.1 The work year for all full-time employees shall be two thousand eighty (2,080) hours, an averaged forty (40) hour week, to be accounted for by each employee through:
- a) Hours worked on assigned shifts;
  - b) Holidays;
  - c) Assigned training;
  - d) Authorized leave time.
- 7.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours employees may be assigned to work per day or per week.
- 7.3 An employee assigned the task of caring for a police dog shall be allowed ten (10) hours, as scheduled by the Sheriff, over the course of the fourteen (14) days comprising a 2- week pay period for training and care of the dog. The ten (10) hours will consist of five (5) hours for training and five (5) hours for care and maintenance of the dog.

## **ARTICLE 8** **OVERTIME**

- 8.1 Employees shall be paid at the rate of time and one-half (1 ½) the employee's regular rate of pay for all hours worked in excess of forty (40) hours in a week, and all time worked on Sundays and legal holidays or days observed as holidays, if the employee has already worked a minimum of forty (40) hours in that work week. "Hours worked" shall include actual hours worked, mandatory training, vacation and sick time.
- 8.2 Comp Time. Employees shall be eligible to accrue comp time at the rate of time and one-half (1 ½) the employee's regular rate of pay up to a maximum of forty eight (48) hours. All overtime worked in excess of the compensatory maximums shall be paid out, at an overtime rate, in the pay period earned.

Effective upon the first day of the first full pay period following ratification, employees shall be eligible to accrue comp time at the rate of time and one-half (1 ½) the employee's regular rate of pay up to a maximum of sixty (60) hours. This paragraph shall sunset effective December 31, 2021.

- 8.3 For the purpose of computing overtime compensation under 8.1, overtime shall not be pyramided, compounded or paid twice for the same hours worked.
- 8.4 Employees have the obligation to work overtime when directed to do so unless unusual circumstances prevent the employee from working.

- 8.5 Overtime will be distributed as equally as practicable by employee classifications.
- 8.6 Overtime refused by employees will, for record purposes under Article 8.5, be considered as unpaid overtime worked.

**ARTICLE 9**  
**HOLIDAYS**

- 9.1 Full-time permanent employees will be eligible for eight (8) hours holiday pay for each of the following ten (10) holidays.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Deputies and Patrol Sergeants who work between noon and midnight on Christmas Eve shall be eligible to accrue four (4) hours of straight Comp. time. Any employee working on other than a continuous work shift operation shall have the day off with pay.

In addition to the above, Investigators will be eligible for the following:

Christmas Eve Day                      December 24, (4 hours p.m., if on a Mon-Thurs)

- 9.2 In order to qualify for the holiday pay under 9.1, an otherwise qualified employee must work his/her last scheduled work day immediately preceding the holiday and his/her first scheduled work day immediately following the holiday, unless the employee is on paid leave or the absence is for a reason satisfactory to the employee's supervisor.
- 9.3 Any employee required to work on a holiday shall receive time and one-half (1 ½) the regular rate of pay for all hours worked, plus their holiday pay for the holidays listed in 9.1. Their holiday pay shall be paid according to Section 9.6 of this Article.
- 9.4 When a holiday falls on a day a permanent part-time employee is normally scheduled to work, such employees shall be compensated in an amount equal to the employee's basic daily pay rate times the ratio of the employee's normally scheduled hours per week to a forty (40) hour workweek.
- 9.5 Employees shall receive two (2) floating holidays per calendar year. They may use said floating holidays with seventy-two hour advance notice and the approval of the department head or their supervisor. However, no more than one person at a time from each department (Deputies and Investigators) may use their floating holidays.
- 9.6 It is the intention of this section that employees who work shift work shall receive their holiday pay for all ten (10) holidays in a separate check by December 5th of each year.



**ARTICLE 10**  
**VACATIONS**

10.1 Permanent full-time employees shall be granted vacations according to the following schedule:

Beginning Employment	11 days per year (88 hours)
Beginning Fifth Year	13 days per year (104 hours)
Beginning Tenth Year	17 days per year (136 hours)
Beginning Fifteenth Year	19 days per year (152 hours)
Beginning Twentieth Year	21 days per year (168 hours)
Beginning Twenty-Fifth	23 days per year (184 hours)

10.2 Employees shall be allowed to carry over up to one times their annual accrual rate of vacation to the following year. (For Example: an employee beginning their 20<sup>th</sup> year of employment as of December 31 would be allowed to carry over up to 168 hours of vacation.) The carry over is to be calculated as of December 31 of each year. Such carry over shall be used within the next year. Employees hired prior to January 1, 2009 shall be allowed to carry over up to 18 days or one times their annual accrual rate of vacation to the following year, whichever is greater.

10.3 Employees shall be granted vacations in accordance with seniority, and the vacation list shall be posted during the months of February and March for the employees to sign up for their vacations.

10.4 Permanent part-time employees shall be granted vacation according to the above schedule but on a pro-rata basis.

**ARTICLE 11**  
**SICK LEAVE**

11.1 Full-time employees shall earn sick leave at the rate of one (1) day (8 hours) for each full month of service. Permanent part-time employees shall earn pro-rated sick leave based on their normal work week. Unused sick leave to an employee's credit may be accumulated from year to year to a maximum of one hundred (100) days (800 hours). Upon reaching the maximum accumulation of one hundred (100) days, an employee shall have one-half of any days over the one hundred (100) days added to the employee's vacation accrual and the other one-half paid to the employee in cash on a yearly basis. The conversion to vacation accrual and the cash payment will be made by the Employer on or about December 31 of each year.

11.2 Sick leave shall be granted for the following:

- 11.2.1 Actual Sickness
- 11.2.2 Temporary physical disability.
- 11.2.3 Serious illness or death in the immediate family.  
*"Immediate family" shall be construed to mean the employee's spouse, children, parents, siblings, grandparents, in-laws, grandchildren, or stepparents.*
- 11.2.4 Quarantine.

- 11.3 Severance Pay will be paid to employees upon:
1. Retirement.
  2. Resignation because of disability verified by a physician.
  3. Death - Amount to be paid to the administrator of estate or legal beneficiary.
  4. Resignation in good standing.

Severance pay is based on the following tenure of continuous employment:

Beginning of employment	-	None through three (3) years
Beginning of fourth (4th) year sick leave through tenth (10th) year	-	25% of all accumulated
Beginning of eleventh (11th) year sick leave and over	-	50% of all accumulated

In addition, employees with (10) years or more service shall receive additional severance pay and shall be paid upon termination in good standing one day's pay at prevailing pay scale for each year of service.

**ARTICLE 12**  
**INSURANCE**

- 12.1 The Employer shall provide hospital and medical insurance coverage subject to the limitations, benefits, and conditions established between the Employer and an insurance carrier. Any reduction in the aggregate value of benefits shall be subject to collective bargaining.

Subd. 1 Full-time employees, and permanent part-time employees working thirty (30) hours per week or more, shall be eligible for an Employer contribution toward hospital and medical insurance coverage.

Subd. 2 Effective January 1, 2020, for each insurance-eligible employee who selects single medical coverage, the Employer will contribute 100% of the single premium for the PEIP Value Option plan. For each eligible employee who selects family coverage, the Employer will contribute up to \$930 per month toward the family premium.

In no case shall the Employer contribution exceed the actual cost of any of these insurance benefits. Any additional costs for such coverage shall be paid by the employee through payroll deduction.

For employees electing the PEIP Value Option plan, the Employer will contribute annually \$1,200 for single coverage and \$1,500 for family coverage toward the employee's VEBA plan to be made monthly over the course of a full year of enrollment. 2

For employees electing the PEIP HSA Compatible plan, the Employer will contribute annually \$1,600 for single coverage and \$2,500 for family coverage toward the employee's HSA or VEBA plan to be made monthly over the course of a full year of enrollment.

- 12.2 The Employer shall establish a term life insurance program subject to limitations, benefits and conditions established by the contract between the Employer and the insurance carrier for a minimum of \$15,000.
- Subd. 1. The term life insurance program shall provide a death benefit for all full time and permanent part-time employees working thirty (30) hours per week or more.
- Subd. 2. The Employer shall pay the full cost of the monthly premium cost of the term life insurance program.
- 12.3 The Employer shall provide and pay the full cost of the monthly premium for a group dental plan for employees of the Sheriff's Office.
- 12.4 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 alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

### **ARTICLE 13**

#### **SENIORITY, PROBATIONARY PERIODS**

- 13.1 All newly hired or rehired employees shall serve a twelve (12) month probationary period, during which time they may be terminated at the sole discretion of the Sheriff. When a newly hired employee resigns or is terminated before his/her probationary periods expires, he/she is not eligible to receive sick, vacation, or severance pay.
- 13.2 Upon completion of the probationary period, employees shall become permanent employees within the meaning of this Agreement, and shall be credited with seniority dating from the first day of continuous employment with the Employer.
- 13.2.1 The principle of seniority shall apply in layoffs, recalls, and transfers provided however no regular employee shall be laid off while probationary employees are working and provided further the senior employee is qualified to perform the work available.
- 13.2.2 Permanent job vacancies within the designated bargaining unit shall be

posted by the Employer for a period of seven (7) calendar days and first consideration shall be given to present employees covered by this Agreement, provided no applicant will be selected unless he/she:

- a. Has the necessary qualifications to meet the standards of the vacancy; and
- b. Has the ability to perform the duties and responsibilities of the job vacancy; and
- c. Applies within the seven (7) calendar day posting time.

13.2.3 An employee assigned to a posted job shall be on probation for six (6) months during which time he/she may be returned to his/her former position at the sole discretion of the Sheriff but without loss of seniority.

13.2.4 When the Employer determines that a special assignment will be available (for example, D.A.R.E., Drug Task Force, etc.), the Employer will notify all current employees that an assignment will be made and that any employee who is interested in the assignment has seven (7) calendar days to so notify the Employer.

13.2.5 Layoff. When the Employer determines that it is necessary to reduce the number of staff in a classification within the Department, layoffs shall be made in the reverse order of seniority, with the least senior employee in the classification to be laid off first. An employee in the classification of Investigator or Sergeant who is notified of layoff may bump the least senior employee in the classification of Deputy.

13.2.6 Recall from Layoff. Recall from layoff shall be by classification within the department, in inverse order of layoff. Employees shall retain rights to recall for one (1) year from the effective date of the layoff, at which time all rights to recall shall terminate. Notification of recall shall be by registered or certified mail to the employee's last address on file with the Administrative Services Office. It shall be the employee's responsibility to notify the Administrative Services Office of their current address. An employee who does not indicate acceptance of recall within ten (10) calendar days of the date the notice was mailed shall be considered to have resigned from employment with the Employer. During the period of layoff, the employee will not accrue seniority and benefits, but will retain the seniority accrued as of the date of layoff.

## **ARTICLE 14**

### **WAGES**

14.1 Effective January 1, 2020 employees shall receive a 2.5% general wage increase. Effective January 1, 2021 employees shall receive a 2.50% general wage increase.

Subd. 1, Employees shall be eligible for step increases on the 13<sup>th</sup> payroll of the

year.

- 14.2 Employees who have separated from employment during the contract duration are not eligible to receive retroactive pay increases. This provision shall not apply to employees who separate from employment by reason of retirement.

**ARTICLE 15**  
**UNIFORM/EQUIPMENT ALLOWANCE**

- 15.1 Deputies shall receive an annual taxable cash uniform/equipment allowance of \$975.
- 15.2 The uniform/equipment allowance shall be paid in cash one-half (1/2) on the 13<sup>th</sup> payroll of each year and one-half (1/2) on the 26<sup>th</sup> payroll of each year.
- 15.3 The cost of the initial uniform issued by the Sheriff shall be deducted from the uniform/equipment allowance. No uniform/equipment allowance will be paid until credit sufficient to cover the cost of the initial issue has been earned.
- 15.4 When an employee has worked for the Employer for a period of time sufficient that he/she has earned a uniform/equipment allowance in an amount which will pay for the initial issue of the uniform and equipment, he/she shall own the uniform and equipment.
- 15.5 An employee may apply for the replacement of uniform items damaged in the line of duty. The decision to pay for all or part of the replacement costs will be made by the Employer and shall not be appealable. The criteria that will be used by the Employer will include, but is not limited to, the circumstances of damage, the condition of the article prior to and after the event, the value of the article and the reasonableness of use.
- 15.6 Part-time Deputies working less than 40 hours per week shall receive 50% of the annual uniform allowance shown above.

**ARTICLE 16**  
**CALL BACK, COURT TIME, SHIFT DIFFERENTIAL & POST LICENSE**

- 16.1 Court Time. Any employee the Sheriff requires to appear in court in a matter related to his/her employment with the County or is called to duty during scheduled off duty time shall be paid for such time at the rate of time and one-half (1 ½) his/her regular rate of pay for a minimum of two (2) hours or until his/her regular scheduled shift begins, whichever is less. Employees shall be paid a minimum of 2 hours the employee's base rate pay at time and one-half (1- ½) for court cancellation, if court is not cancelled by 4:30 p.m. on the day prior to the employee's scheduled court appearance.
- 16.2 On Call Pay. An employee required to be on call shall be paid three dollars (\$3.00) per hour for all hours the employee is on call.

Any employee required to be on call on a holiday designated in Article 9 shall be paid \$4.00 per hour for all hours the employee is on call.

- 16.3. Shift Differential. Effective January 1, 2019, employees will be paid a one dollar (\$1.00) per hour shift differential for all hours worked between the hours of 6:00 p.m. and 6:00 a.m. Effective January 1, 2020, employees will be paid a one dollar twenty five cents (\$1.25) per hour shift differential for all hours worked between the hours of 6:00 p.m. and 6:00 a.m.
- 16.4. Post License The Employer shall pay the POST license renewal cost for each Deputy Sheriff every three years.
- 16.5. FTO. Effective first full pay period following ratification of the collective bargaining agreement, Deputies assigned to FTO shall be paid \$1.00 per hour for all hours the Deputy is assigned an FTO trainee. Effective January 1, 2019, this provision shall apply to certified FTO's only. Effective January 1, 2020, Deputies assigned to FTO shall be paid \$1.25 per hour for all hours the Deputy is assigned an FTO trainee.

**ARTICLE 17**  
**HEALTH CARE SAVINGS PLAN (HCSP)**

- 17.1. Section 1. All employees shall establish a Health Care Savings Plan through the Minnesota State Retirement System and shall place \$30 into said account per paycheck.

Section 2. Upon termination of employment, permanent employees hired after January 1, 1995 shall have the value of their eligible unused vacation and the entire amount of their available severance pay (per Section 11.3) deposited into their MSRS HCSP.

**ARTICLE 18**  
**DISCIPLINE**

- 18.1. The Sheriff will discipline employees for just cause only. Discipline will be in the form of:
- a) oral reprimand
  - b) written reprimand;
  - c) suspension;
  - d) demotion; or
  - e) discharge.
- 18.2. Suspensions, demotions, and discharges will be in written form.

- 18.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 18.4 Employees may examine their own individual personnel file at reasonable times under the direct supervision of the Sheriff, Personnel Director or County Administrator or designee
- 18.5 Grievances relating to written reprimands, suspensions, demotions and discharge shall be initiated by the Union at Step 2 of the grievance procedure in Article 6.

**ARTICLE 19**  
**WAIVER**

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

**ARTICLE 20**  
**SAVINGS CLAUSE**

- 20.1 This agreement is subject to the laws of the United States, the State of Minnesota, and the County of Mille Lacs. In the event any provision of this Agreement shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or administrative ruling, or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

**ARTICLE 21**  
**DURATION**


- 21.1 This Agreement shall be effective as of the 1st day of January 2020 and shall

remain in effect until the 31st day of December 2021 and shall remain in effect from year to year thereafter unless either party gives written notice 60 days prior to any anniversary date of its desire to amend or terminate the Agreement.

In witness thereof the parties here to have set their signatures on this 19<sup>th</sup> day of May, 2020.


THE COUNTY OF MILLE LACS


  
\_\_\_\_\_  
Roger Tellinghuisen, Board Chairperson

  
\_\_\_\_\_  
Pat Oman, County Administrator

Dated: 5/2/20

LAW ENFORCEMENT LABOR SERVICES, INC. (LELS)

  
\_\_\_\_\_  
Jessica L. Mabin, Business Agent

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

Dated: 5/14/2020





2020  
Uniform Payscale LELS  
2.5% general adjustment

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11
A	\$ 11.67	\$ 12.17	\$ 12.51	\$ 12.85	\$ 13.19	\$ 13.54	\$ 13.88	\$ 14.22	\$ 14.56	\$ 14.90	\$ 15.24	\$ 15.58
B	\$ 12.46	\$ 12.99	\$ 13.36	\$ 13.72	\$ 14.09	\$ 14.45	\$ 14.81	\$ 15.18	\$ 15.54	\$ 15.90	\$ 16.27	\$ 16.63
C	\$ 13.30	\$ 13.87	\$ 14.26	\$ 14.65	\$ 15.04	\$ 15.42	\$ 15.81	\$ 16.20	\$ 16.59	\$ 16.98	\$ 17.37	\$ 17.75
D	\$ 14.20	\$ 14.81	\$ 15.22	\$ 15.64	\$ 16.05	\$ 16.47	\$ 16.88	\$ 17.29	\$ 17.71	\$ 18.12	\$ 18.54	\$ 18.95
E	\$ 15.16	\$ 15.81	\$ 16.25	\$ 16.69	\$ 17.13	\$ 17.58	\$ 18.02	\$ 18.46	\$ 18.90	\$ 19.35	\$ 19.79	\$ 20.23
F	\$ 16.18	\$ 16.87	\$ 17.35	\$ 17.82	\$ 18.29	\$ 18.76	\$ 19.24	\$ 19.71	\$ 20.18	\$ 20.65	\$ 21.13	\$ 21.60
G	\$ 17.27	\$ 18.01	\$ 18.52	\$ 19.02	\$ 19.53	\$ 20.03	\$ 20.53	\$ 21.04	\$ 21.54	\$ 22.05	\$ 22.55	\$ 23.06
H	\$ 18.44	\$ 19.23	\$ 19.77	\$ 20.30	\$ 20.84	\$ 21.38	\$ 21.92	\$ 22.46	\$ 23.00	\$ 23.54	\$ 24.07	\$ 24.61
I	\$ 19.68	\$ 20.53	\$ 21.10	\$ 21.68	\$ 22.25	\$ 22.82	\$ 23.40	\$ 23.97	\$ 24.55	\$ 25.12	\$ 25.70	\$ 26.27
J	\$ 20.96	\$ 21.86	\$ 22.47	\$ 23.08	\$ 23.70	\$ 24.31	\$ 24.92	\$ 25.53	\$ 26.14	\$ 26.76	\$ 27.37	\$ 27.98
K	\$ 22.32	\$ 23.28	\$ 23.93	\$ 24.58	\$ 25.24	\$ 25.89	\$ 26.54	\$ 27.19	\$ 27.84	\$ 28.50	\$ 29.15	\$ 29.80
L	\$ 23.77	\$ 24.79	\$ 25.49	\$ 26.18	\$ 26.88	\$ 27.57	\$ 28.27	\$ 28.96	\$ 29.65	\$ 30.35	\$ 31.04	\$ 31.74
M	\$ 25.32	\$ 26.41	\$ 27.15	\$ 27.88	\$ 28.62	\$ 29.36	\$ 30.10	\$ 30.84	\$ 31.58	\$ 32.32	\$ 33.06	\$ 33.80
N	\$ 26.97	\$ 28.12	\$ 28.91	\$ 29.70	\$ 30.48	\$ 31.27	\$ 32.06	\$ 32.85	\$ 33.63	\$ 34.42	\$ 35.21	\$ 36.00
O	\$ 28.72	\$ 29.95	\$ 30.79	\$ 31.63	\$ 32.47	\$ 33.30	\$ 34.14	\$ 34.98	\$ 35.82	\$ 36.66	\$ 37.50	\$ 38.34
P	\$ 30.59	\$ 31.90	\$ 32.79	\$ 33.68	\$ 34.58	\$ 35.47	\$ 36.36	\$ 37.26	\$ 38.15	\$ 39.04	\$ 39.94	\$ 40.83
Q	\$ 32.57	\$ 33.97	\$ 34.92	\$ 35.87	\$ 36.82	\$ 37.78	\$ 38.73	\$ 39.68	\$ 40.63	\$ 41.58	\$ 42.53	\$ 43.48
R	\$ 34.69	\$ 36.18	\$ 37.19	\$ 38.20	\$ 39.22	\$ 40.23	\$ 41.24	\$ 42.26	\$ 43.27	\$ 44.28	\$ 45.30	\$ 46.31
S	\$ 36.95	\$ 38.53	\$ 39.61	\$ 40.69	\$ 41.77	\$ 42.85	\$ 43.92	\$ 45.00	\$ 46.08	\$ 47.16	\$ 48.24	\$ 49.32
T	\$ 39.35	\$ 41.03	\$ 42.18	\$ 43.33	\$ 44.48	\$ 45.63	\$ 46.78	\$ 47.93	\$ 49.08	\$ 50.23	\$ 51.38	\$ 52.52
U	\$ 41.90	\$ 43.70	\$ 44.93	\$ 46.15	\$ 47.37	\$ 48.60	\$ 49.82	\$ 51.04	\$ 52.27	\$ 53.49	\$ 54.71	\$ 55.94
V	\$ 44.63	\$ 46.54	\$ 47.85	\$ 49.15	\$ 50.45	\$ 51.76	\$ 53.06	\$ 54.36	\$ 55.66	\$ 56.97	\$ 58.27	\$ 59.57
W	\$ 47.53	\$ 49.57	\$ 50.96	\$ 52.34	\$ 53.73	\$ 55.12	\$ 56.51	\$ 57.90	\$ 59.28	\$ 60.67	\$ 62.06	\$ 63.45
X	\$ 50.62	\$ 52.79	\$ 54.27	\$ 55.75	\$ 57.22	\$ 58.70	\$ 60.18	\$ 61.66	\$ 63.14	\$ 64.61	\$ 66.09	\$ 67.57
Y	\$ 53.91	\$ 56.22	\$ 57.80	\$ 59.37	\$ 60.94	\$ 62.52	\$ 64.09	\$ 65.67	\$ 67.24	\$ 68.81	\$ 70.39	\$ 71.96



2021

Uniform Payscale LELS

2.5% general adjustment

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11
A	\$ 11.96	\$ 12.48	\$ 12.83	\$ 13.17	\$ 13.52	\$ 13.87	\$ 14.22	\$ 14.57	\$ 14.92	\$ 15.27	\$ 15.62	\$ 15.97
B	\$ 12.77	\$ 13.32	\$ 13.69	\$ 14.06	\$ 14.44	\$ 14.81	\$ 15.18	\$ 15.56	\$ 15.93	\$ 16.30	\$ 16.67	\$ 17.05
C	\$ 13.63	\$ 14.22	\$ 14.62	\$ 15.01	\$ 15.41	\$ 15.81	\$ 16.21	\$ 16.61	\$ 17.00	\$ 17.40	\$ 17.80	\$ 18.20
D	\$ 14.55	\$ 15.18	\$ 15.60	\$ 16.03	\$ 16.45	\$ 16.88	\$ 17.30	\$ 17.73	\$ 18.15	\$ 18.58	\$ 19.00	\$ 19.43
E	\$ 15.54	\$ 16.20	\$ 16.66	\$ 17.11	\$ 17.56	\$ 18.02	\$ 18.47	\$ 18.92	\$ 19.38	\$ 19.83	\$ 20.28	\$ 20.74
F	\$ 16.58	\$ 17.30	\$ 17.78	\$ 18.26	\$ 18.75	\$ 19.23	\$ 19.72	\$ 20.20	\$ 20.69	\$ 21.17	\$ 21.65	\$ 22.14
G	\$ 17.70	\$ 18.46	\$ 18.98	\$ 19.50	\$ 20.01	\$ 20.53	\$ 21.05	\$ 21.56	\$ 22.08	\$ 22.60	\$ 23.12	\$ 23.63
H	\$ 18.90	\$ 19.71	\$ 20.26	\$ 20.81	\$ 21.36	\$ 21.92	\$ 22.47	\$ 23.02	\$ 23.57	\$ 24.12	\$ 24.68	\$ 25.23
I	\$ 20.17	\$ 21.04	\$ 21.63	\$ 22.22	\$ 22.81	\$ 23.40	\$ 23.98	\$ 24.57	\$ 25.16	\$ 25.75	\$ 26.34	\$ 26.93
J	\$ 21.49	\$ 22.41	\$ 23.03	\$ 23.66	\$ 24.29	\$ 24.92	\$ 25.54	\$ 26.17	\$ 26.80	\$ 27.43	\$ 28.05	\$ 28.68
K	\$ 22.88	\$ 23.86	\$ 24.53	\$ 25.20	\$ 25.87	\$ 26.54	\$ 27.20	\$ 27.87	\$ 28.54	\$ 29.21	\$ 29.88	\$ 30.54
L	\$ 24.37	\$ 25.41	\$ 26.13	\$ 26.84	\$ 27.55	\$ 28.26	\$ 28.97	\$ 29.68	\$ 30.40	\$ 31.11	\$ 31.82	\$ 32.53
M	\$ 25.95	\$ 27.07	\$ 27.82	\$ 28.58	\$ 29.34	\$ 30.10	\$ 30.86	\$ 31.61	\$ 32.37	\$ 33.13	\$ 33.89	\$ 34.64
N	\$ 27.64	\$ 28.83	\$ 29.63	\$ 30.44	\$ 31.25	\$ 32.05	\$ 32.86	\$ 33.67	\$ 34.48	\$ 35.28	\$ 36.09	\$ 36.90
O	\$ 29.44	\$ 30.70	\$ 31.56	\$ 32.42	\$ 33.28	\$ 34.14	\$ 35.00	\$ 35.86	\$ 36.72	\$ 37.58	\$ 38.44	\$ 39.29
P	\$ 31.35	\$ 32.69	\$ 33.61	\$ 34.53	\$ 35.44	\$ 36.36	\$ 37.27	\$ 38.19	\$ 39.10	\$ 40.02	\$ 40.93	\$ 41.85
Q	\$ 33.39	\$ 34.82	\$ 35.79	\$ 36.77	\$ 37.74	\$ 38.72	\$ 39.69	\$ 40.67	\$ 41.64	\$ 42.62	\$ 43.59	\$ 44.57
R	\$ 35.56	\$ 37.08	\$ 38.12	\$ 39.16	\$ 40.20	\$ 41.24	\$ 42.27	\$ 43.31	\$ 44.35	\$ 45.39	\$ 46.43	\$ 47.47
S	\$ 37.87	\$ 39.49	\$ 40.60	\$ 41.71	\$ 42.81	\$ 43.92	\$ 45.02	\$ 46.13	\$ 47.23	\$ 48.34	\$ 49.45	\$ 50.55
T	\$ 40.33	\$ 42.06	\$ 43.24	\$ 44.42	\$ 45.59	\$ 46.77	\$ 47.95	\$ 49.13	\$ 50.30	\$ 51.48	\$ 52.66	\$ 53.84
U	\$ 42.95	\$ 44.79	\$ 46.05	\$ 47.30	\$ 48.56	\$ 49.81	\$ 51.07	\$ 52.32	\$ 53.57	\$ 54.83	\$ 56.08	\$ 57.34
V	\$ 45.74	\$ 47.71	\$ 49.04	\$ 50.38	\$ 51.71	\$ 53.05	\$ 54.38	\$ 55.72	\$ 57.06	\$ 58.39	\$ 59.73	\$ 61.06
W	\$ 48.72	\$ 50.81	\$ 52.23	\$ 53.65	\$ 55.07	\$ 56.50	\$ 57.92	\$ 59.34	\$ 60.77	\$ 62.19	\$ 63.61	\$ 65.03
X	\$ 51.88	\$ 54.11	\$ 55.62	\$ 57.14	\$ 58.65	\$ 60.17	\$ 61.68	\$ 63.20	\$ 64.71	\$ 66.23	\$ 67.74	\$ 69.26
Y	\$ 55.26	\$ 57.63	\$ 59.24	\$ 60.85	\$ 62.47	\$ 64.08	\$ 65.69	\$ 67.31	\$ 68.92	\$ 70.53	\$ 72.15	\$ 73.76

	Total Premium Cost	Employee Costs			
		Local 49	AFSCME - CVS, AFSCME-ACA, MNA, Teamsters, & LELS	MPEA	Non-Union
<b>PEIP HSA Compatible</b>					
Single w/\$1600 to VEBA/HSA	\$650.60	\$0.00	\$0.00	\$0.00	\$0.00
Employer contribution		\$834.80	\$834.80	\$875.00	\$875.00
Family w/\$2500 to VEBA/HSA	\$1,727.80	\$827.80	\$797.80	\$827.80	\$797.80
Employer contribution		\$900.00	\$930.00	\$900.00	\$930.00
<b>PEIP Value Option</b>					
Single w/\$1200 to VEBA	\$ 834.80	\$0.00	\$0.00	\$0.00	\$0.00
Employer contribution		\$834.80	\$834.80	\$875.00	\$875.00
Family w/\$1500 to VEBA	\$2,219.64	\$ 1,319.64	\$ 1,289.64	\$ 1,319.64	\$ 1,289.64
Employer contribution		\$900.00	\$930.00	\$900.00	\$930.00
<b>PEIP Advantage Health Plan</b>					
Single	\$ 928.10	\$ 93.30	\$ 93.30	\$ 53.10	\$ 53.10
Employer contribution		\$834.80	\$834.80	\$875.00	\$875.00
Family	\$2,468.64	\$ 1,568.64	\$ 1,538.64	\$ 1,568.64	\$ 1,538.64
Employer contribution		\$900.00	\$930.00	\$900.00	\$930.00
<b>Dental</b>					
Single	\$36.95	\$0.00	\$0.00	\$0.00	\$0.00
Family	\$110.36	\$73.41	\$73.41	\$73.41	\$73.41

*\*\*Please note that rates are based on current approved contract language.\*\**

**MEMORANDUM OF AGREEMENT  
Law Enforcement Labor Services (LELS)  
Chief Deputy – Bargaining Group Seniority**

This Memorandum of Agreement is entered into between the County of Mille Lacs (hereafter “County”) and Law Enforcement Labor Services, Inc. (hereafter “Union”).

WHEREAS, the County and the Union are parties to a Labor Agreement in effect from January 1, 2018 through December 31, 2019; and

WHEREAS, Article 13 of the Labor Agreement sets out certain rights with regard to seniority; and

WHEREAS, the parties desire to amend Article 13 to include language relevant to a member of this bargaining group being promoted to Chief Deputy and retaining seniority.

NOW, THEREFORE, the County and the Union agree

1. Article 13 of the Labor Agreement shall be amended to include the following language

13.2.7            **Chief Deputy.** Whenever a member of this bargaining group is selected to serve as Chief Deputy or reappointed to serve as the Chief Deputy during the period of May 1, 2020 through January 11, 2023, that individual’s seniority within the Sheriff’s Office and within this bargaining group shall be preserved and that individual shall maintain bumping rights back to the bargaining unit in the event that individual is removed from the Chief Deputy position at the sole discretion of the Sheriff. The exercise of bumping rights by said individual back into to the bargaining unit shall not result in a layoff of another bargaining unit member.

2. Nothing in this Memorandum of Agreement shall be interpreted to modify the Sheriff’s sole discretion to assign or remove an individual from the position of Chief Deputy.


a. The Sheriff’s assignment of an individual to the position of Chief Deputy may be modified or revoked at any time by the Sheriff, with or without cause, at the Sheriff’s sole discretion.

b. An employee removed from the position of Chief Deputy shall have no recourse of the grievance procedure or the Minnesota Veteran’s Preference Act, Minn. Stat. § 197.46; and the removal shall not constitute a demotion.


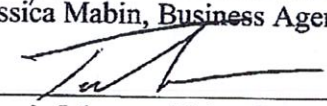
3. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

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

MILLE LACS COUNTY

 6-2-20  
Chairperson Date  
 6/2/20  
County Administrator Date

LAW ENFORCEMENT LABOR SERVICES,  
INC.

 5-13-2020  
Jessica Mabin, Business Agent Date  
 5-13-2020  
Travis Johnson, Union Steward Date