

Wadena County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion	<input type="checkbox"/> Report
<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Resolution
<input checked="" type="checkbox"/> Information Item	<input type="checkbox"/> Other
<input type="checkbox"/> Consent Agenda Item	

LELS Jailer/Dispatcher Non-Licensed Essential Unit MOU 12-Hour Shift	
Date of Meeting: 2/10/2026	Total time requested: 5 minutes
Department Requesting Action: Human Resources	
Presenting Board Action/Discussion at Meeting: Jennifer Westrum, Deputy County Administrator	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Attached is an MOU which is necessary in order for dispatchers to continue to work 12-hour shifts. This MOU is the result of a number of issues identified by HR and was addressed independently of labor negotiations. Dyan Ebert, Labor Attorney, drew up the agreement after consultations with HR and Sean McKnight, Business Agent. This agreement allows dispatchers to continue to work 12-hour shifts while outlining parameters which meet FLSA standards.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Wadena County Board of Commissioners approves the following by Motion:	
Adoption of the MOU as written.	
Financial Implications:	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Noon	<input type="checkbox"/> Noon
Second:	<input type="checkbox"/> Winkels	<input type="checkbox"/> Winkels
<input type="checkbox"/> Passed	<input type="checkbox"/> Stearns	<input type="checkbox"/> Stearns
<input type="checkbox"/> Failed	<input type="checkbox"/> Kreklau	<input type="checkbox"/> Kreklau
<input type="checkbox"/> Tabled	<input type="checkbox"/> Kangas	<input type="checkbox"/> Kangas

<p>Signatures</p> <p>STATE OF MINNESOTA} COUNTY OF Wadena}</p> <p>I, Heather Olson, County Auditor/Treasurer Clerk of the Board, Wadena County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Wadena County in Wadena, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:</p>

MEMORANDUM OF UNDERSTANDING
BETWEEN
LAW ENFORCEMENT LABOR SERVICES, INC.,
Jailer/Dispatcher - Non-Licensed Essential Unit
and
WADENA COUNTY

WHEREAS, Law Enforcement Labor Services, Inc., Jailer/Dispatcher – Non-Licensed Essential Unit (hereinafter referred to as “the Union”) and Wadena County (hereinafter referred to as “the County”) are parties to a Labor Agreement in effect from January 1, 2025 through December 31, 2027; and

WHEREAS, the parties have expressed a desire to continue twelve (12) hours shifts for Dispatchers for the duration of this contract, unless canceled with a 60-day notice.

NOW THEREFORE, the parties agree as follows:

1. The County will implement a 2080 Plan pursuant to Section 7 (b) of the Fair Labor Standards Act for full-time employees in the classification of Dispatcher in conjunction with the establishment of 12-hour shifts.
2. Full-time employees in the classification of Dispatcher will be guaranteed at least 2080 hours of work in the 52-week period.
3. Full-time employees in the classification of Dispatcher will not be scheduled to work more than 2240 hours in the 52-week period.
4. Full-time employees in the classification of Dispatcher will be compensated at the rate of one and one-half times their regular rate of pay for all hours worked in excess of their regularly scheduled shift or 80 hours per two-week pay period.
5. Full-time employees in the classification of Dispatcher will be compensated at the rate of one and one-half times their regular rate of pay for all hours worked in excess of 2080 up to and including 2240 hours in the 52-week period.
6. For purposes of calculating overtime pursuant to paragraphs 4 and 5 and the maximum 2240 hours in the 52-week period, “hours worked” shall not include hours paid but not worked including but not limited to paid time off for sick, vacation, holidays or compensatory time.
7. Overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
8. No full-time employee in the classification of Dispatcher will be permitted to work more than 2240 hours in the 52-week period. Any full-time employee in the classification of Dispatcher whose work hours will exceed 2240 in the 52-week

period will be required to take time off from work and will be required to utilize accrued paid time off benefits or accrued compensatory time for the remainder of the 52-week period.

9. This Memorandum of Understanding will be in effect for the period of the contract. During the contract period, either party may, with a 60-day written notice, cancel this Memorandum of Understanding.

All other terms and conditions of the CBA shall remain in full force and effect. This Memorandum of Understanding runs concurrent with the January 1, 2025 through December 31, 2027 Labor Agreement between the parties, and, unless cancelled pursuant to paragraph 9 during the period of the contract, will sunset upon the expiration of the contract and whereupon the original Labor Agreement, including Article 18, will govern and apply unless changed by further negotiation or agreement.

LELS:

WADENA COUNTY:



Its: Sean McKnight

Its: _____

Jennifer Westrum

Dated: 02/02/2026

Dated: _____