



Board of County Commissioners Agenda Request



Requested Meeting Date: 7/14/2015


Title of Item: Review Updated Personnel Policy

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Nathan Burkett, County Administrator		Department: Administration
Presenter (Name and Title): Nathan Burkett, County Administrator		Estimated Time Needed: 15 min
Summary of Issue: Staff has been working to update personnel policies. The attached policy is the culmination of several months of work. Department heads have reviewed twice and met on the policy provisions. At this point there seems to be consensus agreement amongst department heads and administration on the policy. The policy is attached, along with an overview of changes that have been made. Discussion only, seeking to place on July 28, 2015 agenda for approval.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

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

AITKIN COUNTY ADMINISTRATION

Aitkin County Courthouse
Nathan Burkett, Administrator
217 Second Street N.W. Room 130
Aitkin, MN 56431
218-927-7276
Fax: 218-927-7374

DATE: July 14, 2015
TO: County Board
FROM: Nathan Burkett, County Administrator 
RE: DRAFT Personnel Policy Summary of Revisions

Major revisions are summarized in this document. Other revisions that are included to update to more current language in line with law, statute, or rule or to clarify the current policy that will have no operational impact are not summarized.

1. Revisions consistent throughout
 - a. Continuity in language from Non-union compensation guidelines, which are eliminated and superseded by this policy is maintained.
 - b. Forms are not included in the policy. Forms may be updated administratively to meet the needs of law or policy changes.
 - c. Eliminating prescriptive policy language to account for situations where practicality dictates alternative response or process within the context of legal requirements.
 - d. New formatting and numbering.
2. Article I
 - a. Section E
 - i. Department heads may establish rules specific to the department, but must be in compliance with policy and are subject to approval by the County Administrator.
3. Article II
 - a. Anniversary Date – Employees who take a leave of absence greater than 30 days will have anniversary date adjusted.
 - b. Personnel Committee – Defines personnel committee role and responsibilities. Identifies personnel committee is advisory and not decision making body.
4. Article III
 - a. Section B
 - i. Subd 1(a) – HR is primary point of contact until conditional job offer is made.
 - ii. Subd 1(b) – Department head is responsible for making final recommendation on job offers.
 - iii. Subd 2(d) – exempts only HHS Director from Merit.
 - b. Section C

- i. Subd 1 – Allows for open ended posting of positions (i.e. positions may be advertised as open until filled).
 - ii. Subd 5 (a) – Department Head, county administrator or HR to initiate position description review
 - iii. Subd 5 (b) and (c) – Administrator may approve position description revisions if classification is not increasing. Board must approve classification increases.
 - iv. Subd 6 (a – c) – HR Screens applications, Department head may view all applications, Department head chooses interview candidates.
 - v. Subd 7 – HR Coordinates interviews, interview format determined based on best practices, at least one employee with interview training must be present at interview. Notifications to those not selected may be made by email.
 - vi. Subd 8 – HR and Department Head propose starting salary to Administrator jointly, eliminate prescribed elements of conditional offer letter.
 - vii. Subd 12 – Establishes policy re: conflict of interest when employees (particularly supervisors and staff) are engaged in outside of work relationships.
 - c. Section E
 - i. Subd 2 – Probationary period may be extended by up to 6 months for a total of 12
 - d. Section G
 - i. Subd 2 – Establishes parameters for flexible scheduling.
 - ii. Subd 3 – Very early draft of a telecommuting policy. Review for concept, not detail at this time.
 - iii. Subd 4 -10 – clarifies break and working time definitions.
 - e. Section H – FLSA Safe Harbor protects the county in the event a mistake is made in the pay of an exempt employee. Section H specifically allows that “Department Heads or Supervisors may require exempt employees to work a specific schedule, to record daily attendance, and to record and track hours for billing or other business related purposes that are directly related to the exempt employees’ job duties”. Not to be interpreted as exempt employees may not have a schedule.
 - f. Section J
 - i. Subd 2(f) – clearly identifies authorities related to disciplinary action.
- 5. Article 4
 - a. Section C Subd 1
 - i. The county has a definite preference for flex instead of overtime.
 - ii. The department head has authority to authorize overtime after an 8 hour day or an approved flexible schedule day
 - iii. The department head may request or require that employees flex time if necessary.

- 6. Article 5
 - a. Section L
 - i. Subd 1 – Makes bereavement policy consistent with AFSCME contract
 - b. Section Q
 - i. Subd 1 – If a particular training course is not specifically required as a part of the employee’s job duties, requires employees to remain employed with the county for a period of one year following training resulting in a certification.
- 7. Article VIII
 - a. Section B
 - i. Subd 2 – Adds “General Harassment and workplace bullying”

AITKIN COUNTY

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ARTICLE I INTRODUCTION

Section A. Purpose

It is the purpose of this Personnel Policies and Procedures Manual to provide a uniform, comprehensive and effective system of personnel administration in Aitkin County and to establish procedures which will serve as a guide to administrative action concerning personnel activities and transactions.

It is the further purpose of this Personnel Policies and Procedures Manual to ensure:

- (a) A spirit of confidence and cooperation between the Board and its employees.
- (b) That all appointments and promotions to positions in the County service shall be made on the basis of job-related qualifications.
- (c) That position classification and compensation plans shall be adopted which will conform to the principle of like compensation for like work.
- (d) That the citizens of Aitkin County can be assured that their best interests are being served by the employment of the most qualified personnel available.
- (e) Fair treatment of applicants and employees in all aspects of personnel administration without regard to race, color, creed, religion, national origin, citizenship, sex, marital status, pregnancy, disability, public assistance status, age, sexual orientation, political affiliation, veteran status, genetic information, local human rights commission activity, or other protected-class status, and with proper regard for the privacy and constitutional rights of applicants and employees.

Section B. Adoption

Subd. (1) This Personnel Policies and Procedures Manual was approved by the County Board of Commissioners at a regular board meeting on July 28, 2015, or on the revised date that appears on the policy. Any changes in the content of the Personnel Policies and Procedures Manual must be approved by the Board of County Commissioners.

Subd. (2) Upon approval by the County Board, this Personnel Policies and Procedures Manual shall supersede all existing policies or rules that in any way conflict with these Personnel Policies and Procedures. The 2015 Non-union Compensation Guidelines shall become null and void and are also superseded by this policy update.

Subd. (3) To the extent that federal or state statutes or regulations change, this Personnel Policies and Procedures Manual shall be construed as consistent with those changes.

Section C. Administration Of The Manual

Subd. (1) Copies of this Personnel Policies and Procedures Manual shall be made available to all employees, appointing authorities, and interested union representatives. Copies of this Manual shall be on file in the Administration Department, Human Resources Office, and shall be available for public review upon request.

Subd. (2) The Aitkin County Board of Commissioners, through the County Administrator shall administer this Personnel Policies and Procedures Manual.

Subd. (3) The County Administrator or designee shall provide the necessary forms and reports for all personnel changes in the County under this Personnel Policies and Procedures Manual.

Subd. (4) This Manual may be amended whenever such an amendment is deemed necessary. Changes to the manual may be initiated by:

- (a) The County Board
- (b) The County Administrator
- (c) A Department Head
- (d) The Labor Management Committee

Subd. (5) All proposed changes shall be referred to the County Administrator who shall make a recommendation to the County Board within a reasonable amount of time. Upon receipt of the County Administrator's recommendation, the County Board may approve or reject the changes. The initiator of the change will be informed in writing of the status of the proposed change and anticipated time frame for a County Board response.

Section D. Savings Clause

In the event any provision of this Personnel Policies and Procedures Manual shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be null and void. All other provisions shall continue in full force and effect.

Section E. Departmental Rules

Subd. (1) In accordance with this Personnel Policies and Procedures Manual, each Department Head may establish a set of rules. Such rules shall be established for the purpose of handling personnel matters particular to the department concerned and shall be governed by this Personnel Policies and Procedures Manual.

Subd. (2) The Department Head is responsible to ensure that departmental rules remain in compliance with County policies and procedures, including but not limited to this Personnel Policies and Procedures Manual.

Subd. (3) Insofar as departmental personnel administration rules do not conflict with this Personnel Policies and Procedures Manual, they may be approved by the Department Head with the advice and consent of the County Administrator. Departmental rules which conflict with this Manual, but are necessary for the efficient and effective operations of the Department, may be presented to the County Board for consideration. The County Board must approve rules which conflict with this Manual prior to their implementation.

Section F. Collective Bargaining Agreements

Subd. (1) Employees who are subject to collective bargaining agreements as negotiated in accordance with the Public Employment Labor Relations Act, Minnesota Chapter 179A shall be exempt from those provisions of this Manual which are inconsistent with the provisions of such collective bargaining agreements.

Subd. (2) Aitkin County collective bargaining agreements recognized by the Minnesota Bureau of Mediation Services include:

- (a) Teamsters General Local Union No. 346 (Supervisory Unit)
- (b) Teamsters General Local Union No. 346 (Licensed Essential Unit)
- (c) Teamsters General Local Union No. 346 (Non-Licensed Essential Unit)
- (d) American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 667 (Courthouse Unit)
- (e) American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 1283 (Health & Human Services Unit)
- (f) International Union of Operating Engineers, Local #49

Section G. Other Agreements:

Employees who are subject to an individual agreement with the County Board shall be exempt from those provisions of this Manual which are inconsistent with the provisions of such an agreement.

Section H. Management Rights

The County Board retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish work schedules, and to perform any inherent managerial function not specifically limited to by current collective bargaining agreements, this

Personnel Policies and Procedures Manual, County Board resolutions, and state and federal statutes.

ARTICLE II DEFINITION OF TERMS

The following words and phrases in the Personnel Policies and Procedures Manual shall have the meaning as indicated.

Anniversary Date - The first day of work with the County shall be the employee's date of hire and shall become the employee's anniversary date. This date is used for the determination of eligibility for benefits and some benefit levels. An employee's anniversary date will remain the same, unless he or she has an unpaid leave of absence from work of 31 calendar days or more. If an employee has such a leave of absence, his or her anniversary date will be adjusted forward by the number of days leave beyond 30 calendar days. The new date will become the employee's "adjusted" anniversary date. The employee's date of hire will remain the same, regardless of any time away from work. A leave of absence of 30 calendar days or less will not affect the employee's anniversary date. An employee's anniversary date may also be adjusted when he or she is promoted, demoted, or transferred to a new job classification within the County. Employees who terminate, and are rehired at a later date, will start their employment over with a new hire date and anniversary date.

Arbitration - The process of submitting a dispute or an unresolved grievance to an impartial third party for a binding decision.

At-Will Employee - The employer is free to terminate an employee for any reason, or for no reason at all, as long as it is not an unlawful reason. The employee is also free to terminate employment at any time.

Background Check - Verification of information provided on application, resume, or during an interview and a review of criminal records. The individual must sign a release of information form.

Bargaining Unit - A group of employees with a clear and identifiable community of interests who are represented by a labor union in collective bargaining and other dealings with management. The bargaining unit is defined and set forth in the Certification of Exclusive Representative issued by the Minnesota Bureau of Mediation Services.

Class - One or more positions sufficiently similar with respect to duties and responsibilities; that the descriptive title may be used with clarity to designate each position allocated to the class; that the same general performance qualifications are applicable or that the same level of compensation can be applied.

Classification - The act of grouping positions into classes with regard to duties, educational requirements, and responsibilities.

Compensatory Time Off - Paid time off given to reimburse an employee for extra time or effort expended in lieu of overtime pay.

Confidential Data on Individuals - Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

Confidential Employee - An employee who as part of the employee's job duties: (1) is required to access and use labor relations information; or (2) actively participates in the meeting and negotiating on behalf of the public employer.

County Board - The elected Aitkin County Board of Commissioners.

Department Head - A director of a County department as designated by the Board of Commissioners or elected to a County office by the public. Department Heads are considered exempt from the requirements of the Fair Labor Standards Act and are excluded from the Minnesota Veterans Preference Act in discipline, discharge or job elimination. Department Heads are defined as follows:

<p>Appointed:</p> <p>County Administrator County Assessor County Engineer Economic Development/Forest Industry Coordinator Environmental Services Director Health and Human Services Director Human Resources Director IT Director Land Commissioner</p>	<p>Elected:</p> <p>County Attorney County Auditor County Recorder County Sheriff County Treasurer</p> <p><i>Elected officials are excluded from provisions of this Personnel Policies and Procedures Manual, such as Employee Benefits, except for insurance, and other provisions as noted within as well as any section pre-empted by their duties and privileges in accordance with Minnesota Statutes.</i></p>
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Employee - A person holding a paid position within the County.

Employer - County of Aitkin.

Essential Employee - Firefighters, peace officers subject to licensure under Minnesota Statutes Sections §626.84 to §626.863, 911 system and police and fire department public safety dispatchers, guards at correctional facilities, confidential employees, supervisory employees, assistant County attorneys, assistant city attorneys, principals, and assistant principals.

Exempt Employee - All bona fide professional, administrative, and executive employees who do not receive overtime and are exempt from the requirements of the Fair Labor Standards Act.

Exit Interview - A structured interview conducted at the time of separation from employment.

Flex Schedule - A scheduling plan that permits employees to provide input regarding their work hours while meeting the needs of the County and with Department Head approval.

Full-time - Employees scheduled to work the normal workweek of the organization.

Job Description – See Position Description.

Job Evaluation - A systematic way of determining the value of a job in relation to other jobs in the organization for the purpose of establishing a rational pay structure. The position description is the basis for a job evaluation. The result consists of assigning jobs to salary grades.

Layoff - Dismissal or suspension of an employee due to lack of work or budgeting constraints. The layoff they can be temporary or permanent.

Long-Term Disability Insurance - An insurance policy with benefits that begin for covered employees on the 91st day of a qualifying disability and are payable for injury, sickness or pregnancy up to the employee's normal retirement age, as defined by Social Security. (Teamsters and L49 members have separate disability insurance included with their union Health Fund plan; refer to the union's plan documents for disability insurance information.)

Minimum Qualifications - The minimum requirements and experience necessary to perform and/or obtain a given job.

Near Miss - A potentially serious situation or series of events that could have resulted in injury.

Non-exempt - Employees who are subject to minimum wage and overtime requirements under the Fair Labor Standards Act (FLSA).

Organizational Chart - A diagram showing the relationships between various positions within the organization.

Orientation - Introduction given to new employees regarding the organization's strategic vision, environment, policies and procedures.

Overtime - Hours worked in excess of a regular work day or a work day under a flexible schedule.

Part-time - Employees scheduled to work less than a full-time work schedule.

Performance Management - An ongoing process of communication between a supervisor and an employee that occurs throughout the year, in support of accomplishing the strategic objectives of the organization.

Personnel Committee – Comprised of two Commissioners appointed by the Board, County Administrator, and Human Resources Director. The purpose of the Personnel Committee is to ensure Board oversight of administrative personnel activities. The Personnel Committee is not a decision-making body and may only make recommendations to the County Board or County Administrator. The Personnel Committee has wide latitude to request information and reports related to personnel from Administration and Human Resources.

Position Description – A written summary of information and tasks necessary to perform a job which includes, but is not limited to, a job summary, essential functions, minimum qualifications, knowledge, skills and abilities required, physical activity requirements, FLSA status, and other relevant job information.

Private Data - Data which is made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of that data.

Probationary Period - A period of time during which a new employee is required to demonstrate a satisfactory capability of performing the duties of the position.

Professional - Occupations that require specialized knowledge acquired through college training, other related training, or through work experience.

Public Data - Data which is accessible to the public in accordance with the provisions of Minnesota Statutes §13.03.

Regular Full-time Employee - A full-time employee who has successfully completed the probationary period.

Regular Part-time Employee - An employee who works less than the standard work hours and was hired for service duration in excess of one year, and who has successfully completed the probationary period.

Resignation - The voluntary termination of employment by an employee.

Salary - Fixed compensation paid bi-weekly.

Seasonal Employee - A temporary employee hired to cover increased workloads due to peak business demands. Seasonal employees are not eligible for benefits and the position duration is generally not for more than 67 working days in any calendar year; or not for more than 100 working days in any calendar year if the employee is under the age of 22 and is a full-time student enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as a student during or after their temporary employment with the County.

Short-Term Disability Insurance – A voluntary insurance policy with benefits that begin on the 15th day of a qualifying disability and are payable for accident or sickness up to 11 weeks or until LTD begins, whichever is earlier. (Teamsters and L49 members have separate disability insurance included with their union Health Fund plan; refer to the union’s plan documents for disability insurance information.)

Supervisor - An employee delegated responsibility for the day to day administration of a work unit.

Suspension - A forced leave of absence with or without pay for disciplinary purposes or pending investigation of specific charges made against an employee.

Temporary Employee - An employee hired for a pre-established period of time which may not exceed twelve months. Temporary employees work standard work hours but are not seasonal. Temporary employees are not eligible for benefits.

Termination - a voluntary resignation, involuntary discharge, or discontinuation of employment with the County.

Transfer - A lateral movement from one job to another of the same grade level. A transfer can include moving from one department to another department.

Veteran - Applicants and employees who are entitled to veteran's preference as defined by Minnesota Chapter 196.

ARTICLE III EMPLOYMENT

Section A. Equal Employment Opportunity Policy Statement

Purpose: To affirm Aitkin County's policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes §363.

Aitkin County will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, citizenship, sex, marital status, pregnancy, disability, public assistance status, age, sexual orientation, political affiliation, veteran status, genetic information, local human rights commission activity, or other protected-class status.

Aitkin County will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices included, but are not limited to, the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination and rates of pay or other forms of compensation.

Aitkin County will use its best effort to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontracts for construction projects that this County engages in.

Aitkin County fully supports incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.

Any employee of this County, who does not comply with the Equal Employment Opportunity Policies and Procedures as set forth in this statement, will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes §363 will be subject to appropriate legal sanctions.

If any employee or applicant for employment believes he/she has been discriminated against, he/she should contact the County Administrator or the Human Resources Office, Aitkin County Courthouse, 217 2nd Street NW, Room 134, Aitkin, MN 56431 or (218) 927-7306.

Chairperson – Aitkin County Board of Commissioners

Date

Section B. Recruitment Procedures

Purpose: To ensure consistent procedures are utilized to recruit the best possible candidate in the most efficient way possible for each position.

Subd. (1) Roles and Responsibilities

- (a) The Human Resources Director or designee has the primary responsibility for coordinating recruitment, screening, interviewing and facilitating hiring recommendations of new employees. The Human Resource Director or designee will be the primary point of contact for all applicants until a conditional job offer has been made.
- (b) The Department Head or supervisory designee is responsible for making the final recommendation on all job offers.
- (c) The County Administrator must approve the recommendation for a previously budgeted position.
- (d) The Aitkin County Board of Commissioners must approve the recommendation for a newly created or unbudgeted position.

Subd. (2) All County Job Openings will be Posted

- (a) All job openings will be posted internally and advertised externally simultaneously, unless the County is precluded from doing so by a collective bargaining agreement. Each notice will include the posting date, job title, department, position description, pay range, and closing date. Qualified County employees who apply will be given consideration.
- (b) All bargaining unit job openings will be posted according to applicable collective bargaining agreements.
- (c) All employees (probationary and non-probationary) are eligible to apply for internal vacancies or transfers, unless an applicable collective bargaining agreement provides otherwise.
- (d) If applicable, employees must be Merit System eligible. All HHS Department positions are hired from Merit System registers, except the HHS Director position which is exempted from merit personnel system coverage ([5 CFR 900.602](#)). Minnesota Merit System's online [application center](#) and hiring practices shall apply where applicable.

Section C. Hiring Practices

Purpose: To fill newly created or vacant County positions.

Subd. (1) County Application

Application forms and position descriptions are available in the Administration Department, Human Resources Office. Completed application forms are to be submitted to the Human Resources Director or designee before the published deadline. Late applications will be considered as allowed by law.

Subd. (2) Designation of Data (§13.43, Subd. 3)

Except for applicants to undercover law enforcement officer positions, the following personnel data on current and former applicants for employment by the County is public data:

- (a) Names of applicants when determined to be eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position. For purposes of this section, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.
- (b) Veteran status.
- (c) Relevant test scores.
- (d) Rank on eligible list.
- (e) Job history.
- (f) Education and training.
- (g) Work availability.
- (h) Personnel examinations and answer keys are nonpublic data, except pursuant to valid court order.

Subd. (3) Applications For and the Filling of Vacancies

The following procedure will be followed:

- (a) Aitkin County will afford employment to the applicant possessing the best qualifications that fit the requirements of the job regardless of race, color, creed, religion, national origin, citizenship, sex, marital status, pregnancy, disability, public assistance status, age, sexual orientation, political affiliation, veteran status, genetic information, local human rights commission activity, or other protected-class status.
- (b) Job requirements will be posted and included on the position description.
- (c) A high school diploma or equivalent is generally required as consideration for employment.

- (d) Any testing requirements will be conducted by the Human Resources Director or designee or by the Minnesota Merit System and will only be used for testing skills specifically required for the job.
- (e) Where applicable, Minnesota Merit System's online application center and hiring practices will be used.
- (f) All applications will be required to be completed on the Aitkin County official application forms, including candidates selected for interview from the Minnesota Merit System register. Resumes may be requested on a case by case bases, but must be attached to the completed application form.
- (g) When an opening exists or is contemplated for a bargaining unit position, applicable provisions from a collective bargaining agreement shall be followed.
- (h) Job applications are to be submitted for a designated position and must be received before the published deadline, if applicable.

Subd. (4) Advertisement for External Applicants:

Sources for recruiting employees from outside are listed below:

- (a) Advertising will be placed on the County's website, in the officially designated County newspaper, and sent to the Grand Rapids WorkForce Center, Aitkin WorkForce Center, Brainerd WorkForce Center, and the Director of the Mille Lacs Band of Ojibwe. The advertisement of any County position will appear in the designated County newspaper twice, two editions. Additional advertisements may be placed as recommended by the Department Head, Human Resources Director, County Administrator and/or County Board.
- (b) Job applications from the general public for employment will only be accepted in the event that there are position vacancies.

Subd. (5) Position Description

- (a) If the Department Head or County Administrator determines that the position description needs to be reviewed and updated, the Human Resources Director or designee will assist the Department Head to make revisions.
- (b) The County Administrator may approve revisions to the position description provided the classification of the position will not increase due to the updates.
- (c) The County Board must approve revisions to the position description if the revisions will result in an increase in classification.
- (d) The final position description shall be in place prior to any external advertising.

Subd. (6) Screening Process

- (a) All applications will be reviewed and screened by the Human Resources Director or designee for minimum qualifications. All candidates listed on the Minnesota Merit System Register are deemed to meet minimum qualifications.
- (b) The hiring Department Head or designee may review qualified applications for further screening, if desired. The hiring Department Head or designee may request to view all applications received for the position, regardless of qualifications.
- (c) The Department Head will choose the candidates for interview, or will delegate this responsibility to a supervisor in the department and/or to an HR representative.

Subd. (7) Interview

- (d) The Human Resources Director or designee is responsible for coordination of interviews. Best practices for interviews will be followed, as determined by legal counsel, the County Administrator, and Human Resources Director.
- (e) The interview teams for all positions will include at least one employee of the county who has attended training on employment law and best practices related to interviews, the Supervisor, and the Department Head or designated representative. County Board representative(s) may participate in the interview portion of the hiring process if the opening is for a Department Head position. The Human Resources Director or designee will participate in the interview portion of the hiring process at the request of the Supervisor or Department Head, as periodically requested by the County Administrator, and when there is no one on the interview team who has attended a training on employment law and best practices related to interviews as conducted by the county's labor attorney.
- (f) Any candidate not receiving an interview will be notified in writing or via email. If a candidate is interviewed, but not selected for the position, the Human Resources Director or designee shall notify the candidate. The Human Resources Director or designee shall be responsible for notification to the candidates.

Subd. (8) Conditional Job Offer

- (a) The Human Resources Director will bring the recommendation of the Department Head to hire to the County Administrator or County Board (whichever is applicable) for final approval.
- (b) The Human Resources Director or designee and the Department Head or designee will review and evaluate the experience and qualifications of the applicants for a position and may assign experience credit deemed reasonable. This will be the starting salary proposed to the County Administrator for approval of the applicant.
- (c) Once a candidate is selected for the position, a conditional job offer will be made by the Human Resources Director or designee.

Subd. (9) Reference and Background Checks

- (a) Employment references will be checked on all candidates conditionally offered employment with Aitkin County.
- (b) Criminal background checks will be done by the HR Director or designee, through a firm specializing in background investigation and pre-employment screening services, by the Bureau of Criminal Apprehension, and/or by the Aitkin County Sheriff's Department on the candidate conditionally offered employment with Aitkin County and in accordance with the law.

Subd. (10) Pre-Employment Physical

- (a) Candidates in selected job classes who have received a conditional offer of employment will be required to pass a Health Screening/Pre-Employment Physical.
- (b) The Health Screening/Pre-Employment Physical shall be conducted by a local medical facility, at no cost to the applicant.
- (c) The Human Resources Director or County Administrator may approve an alternate pre-employment physical site when deemed necessary.

Subd. (11) Hiring Of Relatives

- (a) The employment of relatives in the same area of an organization may cause conflicts. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment may be carried into day-to-day working relationships.
- (b) Relatives of persons currently employed by Aitkin County may be hired only if they will not be working directly for or supervising a relative within the organization. This policy applies to any person, higher or lower in the organization, who has the authority to review employment decisions. Aitkin County employees cannot be transferred into such a reporting relationship.
- (c) For the purposes of this section, a relative includes: child, step-child, parent, step-parent, sibling, step-sibling, grandparent, grandchild, the employee's fiancé, spouse, spouse's parent, spouse's step-parent, spouse's sibling, spouse's step-sibling and any other person whom the employee has been declared legal guardian.

Subd. (12) Employee Relationships outside of the workplace

Aitkin County desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can potentially result from romantic relationships involving managerial and supervisory employees in the County or certain other employees in the County.

Accordingly, Department Heads and Supervisors are discouraged from fraternizing or becoming romantically involved with any subordinate employee in the department.

All employees should also remember that the County maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The County will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

Section D. Orientation

Purpose: To clarify a new employee's role in the organization as a whole and to explain applicable personnel policies and procedures and/or provisions of the applicable collective bargaining agreement. The Human Resources Director or designee, the Payroll Technician, and the individual's immediate Supervisor share the responsibility for orientation.

Subd. (13) The orientation of a new employee is the final step in the hiring process. The County has a three-phase orientation program for all new employees:

- (a) Phase I Payroll and Benefits Orientation (Payroll Technician)
- (b) Phase II General Orientation, Policies, and Training (HR Director or designee)
- (c) Phase III Position, Department, and Social Orientation (Immediate Supervisor)

Section E. Probationary Period

Purpose: To provide a time frame for the employee's supervisor to observe the employee's fitness for continued employment with the County. The probationary period shall be utilized by supervisors to closely observe the employee to determine whether the employee will be able to meet the Department demands and become a contributing member to the County's workforce or whether it is necessary to remove the employee whose performance does not meet the required work standards.

Subd. (1) All County employees will serve and successfully complete a probationary period.

Subd. (2) All newly hired or promoted non-union employees will be on a probationary period for six (6) calendar months unless specified otherwise by statute (Veterans Preference §197.46 or other). Employment may be terminated for any reason during this period unless specified otherwise by statute. Upon request of the Department Head, the County Administrator may extend the probationary period by up to 6 months. Under no circumstances may a probationary period exceed 12 months.

Subd. (3) If the employee takes a leave of absence while on probation, the probationary period shall be extended by a period of time equal to the total number of calendar days on leave.

Subd. (4) Union employees will follow the probationary periods as they are defined in the applicable collective bargaining agreement.

Subd. (5) Probationary employees are eligible to apply for other positions for which they are qualified.

Section F. Access To Personnel Files

Purpose: Aitkin County maintains a personnel file on each employee. Personnel files are the property of Aitkin County. Aitkin County allows access to personnel files in accordance with applicable law.

Subd. (1) Personnel files are kept in the Administration Department, Human Resources Office. Payroll files are kept in the County Auditor's Office.

Subd. (2) Access

Employees are permitted reasonable access to their personnel files, including medical, workers' compensation, and immigration files, by appointment during regular business hours. A request for access by an employee must be submitted in writing to the Human Resources Director or designee.

Subd. (3) Copies

Employees may receive a copy of any information in their personnel file at the expense of the County.

Subd. (4) Additions and Corrections

Employees are permitted to propose the addition of material and changes to any information in their personnel files. A proposal to add information or change information is subject to review by the immediate supervisor and the Human Resources Director. If there is a dispute between the supervisor and the employee concerning any added or corrected information, a meeting will be set up with the employee, supervisor and Human Resources Director to resolve the disagreement.

Subd. (5) Access by Other Employees And Supervisors

(a) Personnel records and medical, workers' compensations, and immigration files of employees may be accessed by other employees and supervisors on a need-to-know basis in the course of performing their job functions and in accordance with applicable laws.

(b) In other situations, personnel records and other data on employees may only be accessed pursuant to the Minnesota Government Data Practices Act, Minn. Stat. §13.01 et seq.

Subd. (6) Access by Former Employees

Former employees may have reasonable access to their personnel records in accordance with applicable laws.

Subd. (7) Documents Contained in the Personnel File

Employees shall be notified of any entry to their personnel file concerning performance evaluations or discipline. Payroll records, such as Forms I-9, W-2, and timesheets, shall be maintained in the Auditor's Office. Employee medical information will be kept in a separate medical file. Workers' compensation information will be kept in a separate workers' compensation file.

Section G. Hours Of Work

Purpose: To define the schedule of work hours for Aitkin County employees as determined by operational needs and demands of Aitkin County. Hours of work generally include all of the time an employee is on duty at the employer's establishment or at a prescribed work place, as well as all other time during which the employee is suffered or permitted to work for the employer.

Subd. (1) The normal workweek of the organization is Monday through Friday, 8:00 a.m. to 4:30 p.m.; however, it is expected that all staff will provide service necessary to carry out the functions of their position which includes weekends and evenings as required. Department Heads are authorized to establish schedules to meet the business needs of their department.

Subd. (2) Flexible Schedules

- (a) Flexible hours for non-exempt staff may be arranged with the Department Head or designee provided the normal scheduled hours worked fall between 6:00 a.m. and 7:00 p.m.
- (b) A flexible schedule is an agreed upon schedule that meets the business needs of the Department and meets with the approval of the employee which is outside of the normal business day. The expectation under a flexible schedule is that employees are accountable to begin and conclude work for the day at the agreed upon, scheduled time.
- (c) Flexible schedules may not include scheduled work days longer than 10 hours and should generally not incur overtime pay.

Subd. (3) Alternate Work Sites and Telecommuting

- (a) Utilizing alternate work sites and telecommuting is an administrative option not an employee benefit. Upon agreement of the department head an employee may be allowed to report to an alternate work site or to telecommute but the decision to allow it will be based on the business needs of the County and the Department.
- (b) Alternate work sites and telecommuting requires support from the Department Head and approval of the County Administrator. Alternate work sites and telecommuting is not appropriate for every job at the County. Alternate work sites and telecommuting agreements may be revoked by management at any time for any reason.

- (c) The necessary tools, technology and services must be readily available at the alternate work site. The County will provide the necessary technology equipment to perform necessary duties. The County will not assume responsibility for operating costs, home maintenance or other costs incurred by the employee in the use of a residence for telecommuting. (i.e. if an employee voluntarily opts to accept a telecommuting agreement; the County will not reimburse costs).
- (d) An employee's compensation and benefits, and the terms and conditions of employment will not change as a result of alternate work location or telecommuting. An employee who works from an alternate location or telecommutes is still accountable to all county policies, departmental rules and work direction. Employees at alternate work sites must maintain communications with supervisors as directed.

(e) Work Schedules

- (i) Alternate work sites or telecommuting scheduling should be in accordance with the regular work day or under an approved flexible schedule.
- (ii) All work rules regarding overtime, comp time, etc... apply to employees under this section.

(f) Requirements

- (i) An agreement must be signed by the County Administrator, Supervisor, Department Head and employee prior to beginning any alternate work site or telecommuting.
- (ii) There must be clear and mutually understood methods that are documented in the agreement for measuring and evaluating the work of and holding accountable an employee who is working at an alternate site or telecommuting.
- (iii) All employees must be required to have at least 8 hours per week of time reporting to the normal work site.

Subd. (4) Meal Periods

The employee must be completely relieved from duty for the purpose of eating regular meals. The employee is not relieved if he or she is required to perform any duties, whether active or inactive, while eating. If the employee is not completely relieved from duty, the meal period must be counted as hours worked. For example, an employee who is required to remain at his/her desk while eating lunch and regularly answers the telephone and refers callers is working. This time must be counted and paid as compensable hours worked because the employee has not been completely relieved from duty.

Subd. (5) Lectures, Meetings and Training Programs

Attendance at lectures, meetings, training programs and similar activities are not counted as working time if four criteria are met, namely: it is outside normal hours, it is voluntary, not job related, and no other work is concurrently performed.

Subd. (6) Travel Time

The principles which apply in determining whether time spent in travel is compensable time depends upon the kind of travel involved. The County will observe all FLSA standards related to travel time and compensation. Compensation for travel time is typically at the discretion of the Department Head.

Subd. (7) Rest Break

Employees scheduled to work four (4) or more continuous hours shall be allowed a paid fifteen-minute break within each four (4) hour period at times designated by their supervisor.

Subd. (8) Break Time for Nursing Mothers

In accordance with MN Statute 181.939 and in recognition of the well documented health advantages of breastfeeding for infants and mothers, nursing mothers shall be provided reasonable break time to breastfeed or express milk using their normal breaks and meal times. For time that may be needed beyond the usual break times, employees may use personal leave or make up the time as negotiated with their supervisor. A lactation space, other than a restroom, that is private and sanitary, includes an electrical outlet and has a lock will be provided and identified by Department Head for breastfeeding employees.

- (a) Expressed milk may be stored in County refrigerators as long as the milk is properly stored and labeled.
- (b) Employees may contact a Public Health Nurse to review equipment and other resources available for Aitkin County breastfeeding employee use. Interested employees are expected to arrange for this during their personal time.
- (c) Employees who wish to express milk during the work period shall keep their supervisors, department heads and HR Department advised of any necessary requests to ensure that appropriate accommodations can be made to satisfy the needs of both the employee and the County.

Subd. (9) Compensatory Time

Employees are not eligible for accrual of compensatory time, unless otherwise provided by a collective bargaining agreement.

Section H. FLSA Safe Harbor For Exempt Employees

Subd. (1) Department Heads or Supervisors may require exempt employees to work a schedule, to record daily attendance, and to record and track hours for billing or other business related purposes that are directly related to the exempt employees' job duties. Department Heads and supervisors will familiarize themselves with FLSA rules and regulations to ensure no exempt employee's FLSA protections are infringed upon.

Subd. (2) The County will observe all FLSA rules and regulations as they apply to exempt employees.

Section I. Performance Management

Purpose: To provide communication between the employee and the immediate supervisor relating to job performance, work standards, the employee's performance strengths, and developmental needs.

Subd. (1) Once the performance appraisal process is completed, the evaluation will be sent to the Administration Department, Human Resources Office, and placed in the employee's personnel file.

Subd. (2) Probationary Employees

- (a) Performance appraisals will be conducted on all probationary employees during and prior to completion of the probationary period, typically at 3 months and 6 months.
- (b) The Department head or immediate supervisor is responsible for the appraisal.
- (c) The performance appraisal will be completed according to Aitkin County's Performance Appraisal Program form.

Subd. (3) Employees

The Department head or immediate supervisor will conduct the performance appraisal process for supervisors and non-management employees on an annual basis.

Subd. (4) Department Heads

The County Administrator will conduct the performance appraisal process for appointed Department heads on an annual basis.

Subd. (5) County Administrator

The County Board will conduct the performance appraisal process for the County Administrator on an annual basis.

Section J. Disciplinary Action

Purpose: To establish standard disciplinary procedures for employees who violate rules, regulations, or perform unsatisfactorily.

Subd. (1) The progressive disciplinary system will be used as defined by Aitkin County's Disciplinary Action policy. The severity of the infraction will dictate the level of the first action taken, which may include, but not be limited to, verbal reprimand, written reprimand, demotion, suspension or termination.

Subd. (2) Disciplinary Measures

Different types of disciplinary measures may be used depending on the offense. Disciplinary measures include:

- (a) Personal Discussions - This measure is to be used when a problem arises that can be handled in an informal manner through discussions between the employee and the immediate supervisor.
- (b) Verbal Warning - This measure will be used when personal discussions have not resolved the matter. A statement by the immediate supervisor that the warning was given shall be placed in the employee's personnel file.
- (c) Written Warning - This measure involves a written statement to the employee referencing previous warnings and/or discussions regarding the problem, what the employee must do to resolve the problem to the supervisor's satisfaction, and indication of the consequences for not resolving the problem. The employee and supervisor shall sign written reprimands. If an employee refuses to sign a written reprimand, a notation of such shall be made on the reprimand. A copy of all written reprimands shall be placed in the employee's personnel file and retained therein.
- (d) Suspension - An employee may be suspended with or without pay for a period of up to thirty (30) calendar days and may be extended for cause as determined by the employer. A suspension may be used when previous disciplinary measures have been used and were then unsuccessful in resolving the problem, or when a problem or situation arises that may warrant an immediate suspension due to the seriousness of the offence.
- (e) Termination - This disciplinary measure may be used when attempts at resolving the problem have failed or the seriousness of the offense warrants termination. The termination notice with the reasons for termination will be stated in writing to the employee.
- (f) Authority to conduct discipline up to and including termination is delegated as follows:

County Board	All disciplinary action up to and including termination of all personnel
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County Administrator	All disciplinary action up to and including termination of all personnel below department head level and all disciplinary action up to termination of department head level positions. County Board approval is required for termination of department heads.
Department Head	All disciplinary action up to written reprimand of personnel under the department head's authority
Supervisor	Personal discussion, verbal warning and counseling statements of personnel under the supervisor's authority

Subd. (3) General Guidelines

- (a) As a general rule, at the first notice of a complaint, the immediate supervisor shall handle the problem or concern informally and orally. If the problem is not corrected within a reasonable period of time, a written reprimand shall be issued. This shall be documented and kept in the employee's personnel file. The employee shall receive, by hand delivery, a copy of this document. If the problem is still not corrected, more severe forms of disciplinary action shall be used, up to and including termination. In some situations, more severe initial disciplinary measures may be used including termination.
- (b) All disciplinary actions will be in conformity with the applicable collective bargaining agreement and applicable laws, including, but not limited to PELRA and Veteran's Preference laws.

Section K. Termination Of Employment

Purpose: To make the separation of employment with Aitkin County as amicable as possible for both the employee and the County.

Subd. (1) If a Department Head elects to terminate employment, at least twenty (20) working days' notice shall be given to Aitkin County. All other employees who elect to terminate employment shall give at least fifteen (15) working days' notice.

Subd. (2) An employee may be temporarily suspended or immediately terminated by the appropriate authority for just cause. The employee shall be notified of the action and the reason in writing at the time of the suspension or termination. If the employee feels that he or she has been suspended or terminated without just cause or that the period of suspension was unwarranted, the employee shall have the right to appeal under the grievance procedure, provided that objection is made in writing within ten (10) calendar days of written notice of the suspension or termination.

Subd. (3) Involuntary Separations: Employees who are involuntarily separated, including layoff and discharge, shall be paid in full according to Minnesota Statute §181.13.

Subd. (4) Voluntary Separations: Employees who are voluntarily separated from employment shall be paid in full no later than the next regular payday.

Subd. (5) General Procedures

(c) Accrued benefits and/or severance pay may be granted in accordance with applicable collective bargaining agreements and pursuant to law.

(d) Employees will receive their final pay check in the same manner as previously received.

(e) It is the responsibility of the separating employee's immediate supervisor to assure that the employee returns all County property, keys and/or equipment, prior to the employee's receipt of the final paycheck. All expenses and credit cards should also be balanced and returned prior to the employee's receipt of the final paycheck.

Section L. Grievance Procedure

Purpose: To provide a method for the prompt and equitable resolution of disputes relating to the administration of the Personnel Policies and Procedures Manual.

Subd. (1) Union Contract Provisions

The grievance procedures found in applicable collective bargaining agreements shall be followed.

Subd. (2) Grievance Procedure for Employees Not Covered by a Collective Bargaining Agreement

It is the policy of the County to adjust all grievances promptly and fairly. To expedite resolution, two or more Steps may be combined by the parties, through mutual agreement, in writing. Grievances related to terminations shall start at Step 3.

(a) Step 1: An employee claiming a violation concerning the interpretation or application of these Personnel Policies and Procedures shall, within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance in writing to the employee's Department Head. A response to the grievance shall be issued within ten (10) calendar days following a meeting with the Department Head or designee. Any grievance not appealed in writing to Step 2 by the employee within ten (10) calendar days shall be considered waived.

(b) Step 2: If appealed, the written grievance shall be presented by the employee and discussed with the Human Resources Director within ten (10) calendar days. A response to the grievance shall be issued within ten (10) calendar days following a meeting with the HR Director. Any grievance not appealed in writing to Step 3 by the employee within ten (10) calendar days shall be considered waived.

(c) Step 3: If appealed, the written grievance shall be presented by the employee and discussed with the County Administrator within ten (10) calendar days. A response to the grievance shall be issued within ten (10) calendar days following a meeting with the County Administrator. The decision of the County Administrator shall be final.

Section M. Exit Interviews

Purpose: To provide a separating County employee the opportunity to express an opinion with regard to employment issues with Aitkin County.

Subd. (1) Every employee separating from County employment is to be offered the courtesy of a final interview with the Human Resources Director or designee. The Exit Interview Form will be completed by the employee or interviewer and retained on file in the Administration Department, Human Resources Office, separate from the employee's personnel file. In the event an exit interview is not possible, the Human Resources Director or designee will email or mail the exit interview form to the exiting employee, with a self-addressed stamped envelope if sent by U.S. Mail.

Subd. (2) The separating employee will be advised of separation matters by payroll including but not limited to final pay, vacation pay, and COBRA benefits.

Subd. (3) Exit Interview information will be compiled and reviewed by the Human Resources Director to determine trends or corrective action that may be necessary. When necessary, this information will be shared with the County Board, County Administrator, and/or Department Head.

ARTICLE IV WAGES AND SALARIES

Section A. Elected and Appointed Officials; Employees Not Already Set By Agreement

Purpose: To establish and administer a compensation system for Aitkin County elected officials, appointed officials, and other county employees who are not already covered by a collective bargaining agreement. This policy shall provide:

- (a) Compliance with Minnesota Statutes relative to setting compensation levels for elected officials and is specifically intended to ensure compensation levels are formally established and publicly announced well in advance of the opening of filings for elected offices.
- (b) A defined process for establishing compensation levels for employees who are not already covered by a collective bargaining agreement.

Subd. (1) Elected Officials

- (a) The salaries of Aitkin County Commissioners (\$375.055) elected from the I, II, III, IV & V districts shall be set by resolution of the County Board by July 31 of each year, prior to the year in which the salary is to be paid.
- (b) The salaries of Aitkin County Attorney (\$388.18), County Auditor (\$384.151), County Recorder (\$386.015), County Sheriff (\$387.20), and County Treasurer (\$385.373), shall each be set by resolution of the County Board in December of each year, prior to the year in which the salary is to be paid.
- (c) A payroll holdback shall be used for all elected officials in accordance with the Pay Procedure Policy, Article IV, Section F.

Subd. (2) Appointed Positions

The salaries for appointed positions, including County Assessor (\$273.061, Subd. 6), County Highway Engineer (\$163.07, Subd. 2), Veterans Service Officer (\$197.60, Subd. 3), and Land Commissioner (\$282.13) shall be payable in accordance with Article IV, Section A, Subd. (3).

Subd. (3) Other Employees

The salaries for appointed and other employees not already covered by a collective bargaining agreement shall be adjusted according to the following procedures:

- (a) The supervisor is responsible for completing the employee's annual performance evaluation by December 15th of each year in accordance with the Performance Management Policy in Article III, Section H.
- (b) After the annual performance review has been completed and the employee has received a satisfactory or higher performance evaluation, the employee shall receive a wage or salary adjustment based upon the County Board adopted compensation schedule referred to in Appendix A. In no event shall an employee's wage or salary be adjusted to exceed the maximum of the appropriate salary range.
- (c) An employee's salary may not exceed the range maximum. If an employee's salary currently exceeds the maximum of their pay scale, their salary will be frozen until the pay scale catches up.
- (d) Pay days for all employees shall be bi-weekly on a Friday.
- (e) At the end of each year, all non-union employees shall remain at their rate of pay until a new wage scale, Appendix A, is adopted by the Board. Employees who terminate employment prior to the date of County Board approval of the annual non-union wage scale shall not be eligible for retroactive wage adjustments.
- (f) Promotion Pay: A FLSA non-exempt employee who is promoted to a higher paid classification would be placed within range or on the step that results in at least a \$0.25 per hour increase. A FLSA exempt employee who is promoted to a higher paid classification would be placed within the higher pay range resulting in at least a \$520.00/year increase (pro-rated if promotion occurs mid-year).
- (g) Any special benefits or conditions of employment negotiated with an individual employee prior to this policy adoption shall be in addition to the rights and benefits covered by these guidelines.

Section B. Job Reclassification Pay

A FLSA non-exempt employee whose (DBM) job classification is upgraded will be placed in the new pay range that results in at least a \$0.75 per hour increase. A FLSA exempt employee whose (DBM) job classification is upgraded will be placed in the new pay range that results in at least a \$1,560.00/year increase (pro-rated if reclassification occurs mid-year).

Section C. Overtime Pay

Purpose: To follow the Fair Labor Standards Act for non-exempt employees as it relates to hours worked in excess of the regular work day or an approved flexible schedule, or an amount set forth in an applicable collective bargaining agreement.

Subd. (1) General Procedures

- (a) Employees will flex their schedules to the greatest extent possible to avoid incurring overtime.

- (b) No employee shall be allowed to accrue compensatory time off unless otherwise provided by a collective bargaining agreement.
 - (c) All overtime hours worked shall be authorized in advance by the Department Head or designee, unless a departmental rule states otherwise. All records of overtime hours worked must be maintained and reported on the employee's timesheet.
 - (d) Upon approval of the Department Head, FLSA non-exempt employees are eligible for overtime compensation at the rate of one and one-half (1-1/2) times their regular base wage for hours worked in excess of a normal work day or an approved flexible schedule day. Within the constraints of FLSA, this policy shall not be construed to limit the ability of the Department Head to request or require that employees flex their schedule in a given week, or employees to request flex time in recognition of hours worked in excess of a normal work day.
 - (e) Overtime hours that are approved by the Department Head or designee and submitted on a timesheet may be paid without Board approval.
 - (f) When an employee is required to travel in connection with a temporary assignment, payment of overtime during this period is to be determined by the immediate supervisor on the basis of the circumstances involved and in accordance with applicable law.
 - (g) Supervisors will not permit employees to work off the clock without recording the time as hours worked.
- Subd. (2) Exempt employees are those who are exempt from the overtime and minimum wage requirements of the Fair Labor Standards Act (FLSA). Exempt employees are not eligible for overtime compensation or accrual of compensatory time.

Section D. Payroll Deductions

Purpose: To make deductions from an employee's wage in accordance with applicable laws and, where required, the employee's consent.

Subd. (1) General Deductions

Deductions will be made from employees' wages in the following order:

- (a) Federal and State income taxes
- (b) FICA or Medicare (Social Security)
- (c) Public Employees Retirement Association (eligible employees)
- (d) Union Dues in accordance with applicable collective bargaining agreement and PELRA

Subd. (2) Employees shall be required to complete all applicable forms necessary for deductions as may be required by law.

Subd. (3) No deduction from an employee's wages for any period shall cause the employee's wages for any such period to be less than the wage required to be paid by the County pursuant to applicable law. i.e. garnishment exemptions, etc.

Subd. (4) Employees are to be notified of all deductions. If the employee objects to a deduction, such as a garnishment or child support order, the dispute will be referred to the legal counsel.

Subd. (5) Deductions Requiring Written Consent

Employees must consent in writing to the following deductions:

- (a) Payment of group health, dental, life, long-term disability, short-term disability, long-term care insurance, and any other voluntary benefits elected
- (b) Contributions to a retirement plan
- (c) Contributions to deferred compensation plans
- (d) Contributions to a flexible spending account
- (e) Contributions to a health savings account (HSA)

Section E. Pay Procedure

Purpose: To define the County-wide guidelines, policies and procedures governing payroll and to ensure relevance, accuracy, and consistency of payroll procedures across all departments.

Subd. (1) General Procedures

- (a) The payroll period shall be biweekly. Aitkin County employees shall be paid biweekly on Friday for work performed during the previous pay period. All pay periods are regular cycle pay periods with the exception to the end of the year pay period. There are 26 pay periods in one year.
- (b) Funds will be distributed from the Treasurer's Office following the completion of payroll processing.
- (c) Aitkin County implements a two-week holdback on wages/salaries.

Subd. (2) Automatic Payroll Deposit

This policy is effective for all departments.

- (d) Those employees who began employment prior to September 10, 1999 and are not participating in automatic deposit will have their payroll checks mailed. All new employees hired after September 10, 1999 will be required to utilize automatic payroll deposit.
- (e) All exceptions to this policy and employees with special circumstances must request exemption for approval to the County Administrator in writing.
- (f) All County employees will have their payroll check deposited into a checking account or savings account.

Section F. Market Rate Adjustments

Purpose: Although the County considers internal compensation relationships of primary importance in maintaining pay equity, it may be necessary to recognize the external compensation relationships through market attraction/retention wage scales and/or market rate adjustments.

Subd. (1) Market rate adjustments may be considered and external market relationships examined when:

- (a) A salary range is insufficient to attract qualified candidates for employment; or
- (b) A continuing pattern of turnover in a given position can be directly linked to established compensation levels; or
- (c) A given position deviates from the market rate by a substantial percentage.
- (d) The County Administrator deems that a specific external market relationship must be examined.

Subd. (2) All market rate adjustments must be recommended by the County Administrator and approved by the Board.

ARTICLE V EMPLOYEE BENEFITS AND SERVICES

Section A. Group Insurance

Purpose: To provide medical, life and long term disability insurance to eligible employees of Aitkin County.

Subd. (1) Summary

- (a) Full time (probationary and non-probationary) employees who work a minimum of thirty (30) hours per week are entitled to health and life insurance provided by Aitkin County. Some exclusions apply for LLCC staff. See Subd. (1) e) below. Those who are eligible for medical insurance and can prove that they are already covered by a different policy are not required to sign up for a plan provided by Aitkin County.
- (b) Select voluntary benefits are also available for full-time employees to purchase, including dental insurance, supplemental life insurance, short-term disability insurance, long-term disability insurance, long-term care insurance, and critical illness voluntary insurance policies.
- (c) Some agreements entitle employees to Long-Term Disability benefits after six (6) months of continuous employment with Aitkin County.
- (d) The effective date of coverage shall be based upon the specific policy.
- (e) The County offers health insurance to substantially all full-time employees, which is defined under the Affordable Care Act as 95% of employees working 30 or more hours per week on average or 130 or more hours per month on average. The County is not subject to a penalty if 5% of employees working 30 or more hours per week on average or 130 or more hours per month on average are not offered health care coverage. The Affordable Care Act offers limited exemptions and the County Administrator may authorize use of those exemptions as needed.

Refer to applicable agreements for additional details and employer contribution rates.

Section B. Health Insurance

- Subd. (1) Health insurance coverage will be provided in accordance with the County's insurance policy. The employee and employer premium contributions and VEBA/HSA contributions shall be established by the County Board and calculated in the same manner as defined in the Agreement between Aitkin County and AFSCME Council 65, Local Union #667 (Courthouse Unit).

Subd. (2) All eligible employees will receive a County VEBA contribution prorated on a quarterly basis for all quarters in which work is performed.

(a) The County's VEBA account contribution shall be made as part of the first warrant cycle of the year. In the event that an employee leaves employment for any reason other than death, the employee shall be required to reimburse the County for the VEBA contribution prorated on a quarterly basis for any full quarter that remains. The County shall have the right to deduct this amount from the employee's final paycheck.

(b) Employees may elect to receive the county's VEBA contribution on a quarterly basis as a part of the first warrant cycle of the quarter rather than on a yearly basis by submitting a written request to the Auditor's office. Said election must be made prior to the start of the plan year. If an employee has eligible expenses that exceed the County's year to date deductible contribution, the employee may request advance payment up to the remainder allocation for the plan year.

Section C. Life Insurance

The County Board agrees to provide and pay for a life insurance policy of \$15,000 for all full-time employees, and to provide life insurance coverage in the amount of \$10,000 for their spouses and dependents up to age 26.

Section D. Long Term Disability Insurance

Subd. (1) All employees covered by a collective bargaining agreement shall follow the LTD provisions contained in the applicable union agreement.

Subd. (2) Part-time, seasonal and temporary employees are not eligible for LTD insurance.

Subd. (3) The County shall provide Long Term Disability Insurance for full-time non-union employees based on current salaries. Said insurance shall take effect for new employees upon completion of the Probationary Period. LTD monthly premiums will be paid by the employees via payroll deduction.

(a) Non-union employees whose annual wages are below the maximum salary range will be reimbursed for the monthly premium.

(b) Non-union employees whose annual wages are at the maximum of the salary range shall select one of the following two options:

(i) The employee shall not be reimbursed for the monthly premium and instead shall receive 1 personal day per year, provided that their wage remains at the maximum of the salary range. Said personal day shall be separate from vacation and PTO and shall not be cumulative; or

(c) in lieu of receiving the 1 additional personal day per year (as described in option a), the county will provide long-term disability insurance at no cost to the employee, provided that their wage remains at the maximum of the salary range.

(d) In option (i), the premiums are paid with after tax dollars, so the LTD benefit would not be taxable income to the employee. In option (ii), with the county paying the premiums, the LTD benefit would be taxable income to the employee.

Section E. Affordable Care Act (ACA) Policy:

In March 2010, Congress enacted and President Obama signed major reform legislation – the Patient Protection and Affordable Care Act (commonly called PPACA, ACA, or “Obamacare”) (Pub.L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152). This represents the most significant regulatory overhaul of the U.S. healthcare system since the passage of Medicare and Medicaid in 1965. The law includes hundreds of new requirements packed into thousands of pages of rules that affect the delivery and administration of employer-sponsored group health plans. The rules, as applied to employer-sponsored group health plans, generally fall into one of seven general categories, namely: 1) effective dates and grandfathering; 2) qualifying coverage mandates (insurance reforms); 3) employer mandates (play-or-pay provisions); 4) reporting and disclosure requirements; 5) individual mandates; 6) tax issues (revenue generating rules); and 7) the exchange program.

To the extent that federal statute or regulations change, this policy shall be construed as consistent with those changes.

Purpose: To comply with requirements of the Affordable Care Act and to offer health care coverage to “substantially all” full-time employees, effective January 1, 2015.

Subd. (1) ACA Policy Definitions

(a) Employer: Aitkin County

(b) Full-time Employee: For purposes of this Affordable Care Act (ACA) policy, full-time means an employee working 30 or more hours per week on average or 130 or more hours per month on average.

(c) Variable Hour Employee: For purposes of the Affordable Care Act (ACA), variable hour employee means an employee working in a position classified as part-time, seasonal, temporary, or intermittent. The employer will use a look back period to determine each variable hour employee’s full-time status by looking back 12 months to analyze whether the employee worked an average of 30 or more hours per week on average or 130 or more hours per month on average.

(d) Substantially All: Substantially all full-time employees is defined as 95% of employees working 30 or more hours per week on average or 130 or more hours per month on average. The employer is not subject to a penalty if 5% of employees working 30 or more hours per week on average or 130 or more hours per month on average are not offered health care coverage.

Subd. (2) Measurement Periods

- (a) Standard measurement period, 12 months (October 15 – October 14)
- (b) Administrative period not to exceed 90 days (October 15 – December 31)
- (c) Stability period, 12 months (January 1 – December 31)

Subd. (3) For Positions Classified as Full-time: Employees who are expected to be full-time, working 30 or more hours per week on average or 130 or more hours per month on average, during the standard measurement period will be offered health coverage under the employer's health insurance plan during new hire orientation.

Subd. (4) For Positions Classified as Variable Hour (aka Part-time, Seasonal, Temporary or Intermittent): The employer will implement a standard measurement period of 12 calendar months to determine whether or not a variable hour employee is eligible for health coverage under the employer's health insurance plan. The standard measurement period will be from October 15th through October 14th of each calendar year.

Subd. (5) If an employee is determined to be full-time during the standard measurement period, they will be treated as full-time during a subsequent stability period, regardless of the number of hours they work during the stability period. The employer will implement a stability period of 12 calendar months during which a variable hour employee, determined to be full-time in the standard measurement period, will be eligible for health coverage under the employer's health insurance plan. The stability period will be from January 1st through December 31st of each calendar year.

Subd. (6) If an employee is determined to be eligible for health insurance coverage through the standard measurement period, the employer has up to 90 days to enroll the employee in the employer's health insurance plan. An administrative period will be used to determine eligibility and to facilitate notification and enrollment of employees. This administrative period will be from October 15th through December 31st of each calendar year. During this period, eligible variable hour employees will be given a two-week open enrollment period to enroll in health coverage under the employer's health insurance plan which will be in effect for the upcoming stability period/plan year. (Note: Variable hour employees are not eligible for other insurance benefits, such as dental, life, long-term or short-term disability, long-term care insurance, or FSA plan enrollment.)

Subd. (7) Unless mandated otherwise by the Local 49 or Teamsters Health Fund agreement, all eligible variable hour employees will be offered coverage on one plan, the BCBS \$5,000/\$10,000 HDHP, during the stability period. The employee and employer contributions towards this plan shall be established by the County Board and calculated in the same manner as defined in the agreement between Aitkin County and AFSCME Council 65, Local Union #667 (Courthouse Unit). In the event the health insurance provisions or contribution rates 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 Employer may amend contribution rates or implement alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

Subd. (8) If funds are not available in a department's budget to cover the cost of health insurance, the Department Head may submit a written request to the County Administrator to reduce the employee's work hours to less than 30 hours per week or less than 130 hours per month to avoid the obligation to offer health care coverage. Said request will generally be approved if it is not prohibited by the terms of a collective bargaining agreement.

Subd. (9) Rehired Seasonal Employees

(a) Seasonal employees work up to 67 days per calendar year. For ease of recordkeeping, seasonal employees will be required to be inactive (zero hours of work) for a period of 26 consecutive weeks between work seasons.

(b) An employee who is rehired and had no active service with the employer for a period of 26 consecutive weeks will be treated as a new employee and will be evaluated by the employer during the standard measurement period to determine if the employee is eligible for health insurance benefits during a subsequent stability period.

(c) Active service is based on all hours combined with the employer and is not separated or tracked individually by department.

Subd. (10) Opt-out Health Insurance Waivers: Employees who elect to waive coverage will be required to do so in writing. The employer does not provide a cash in-lieu of health insurance benefit.

Section F. Holidays

Subd. (1) Full-time (probationary and non-probationary) employees shall be entitled to the following paid 8-hour holidays:

(a) New Year's Day

(b) Martin Luther King Day

(c) President's Day

(d) Memorial Day

- (e) 4th of July
- (f) Labor Day
- (g) Veteran's Day
- (h) Thanksgiving Day
- (i) Friday after Thanksgiving
- (j) Christmas Day

Subd. (2) When any of the above named holidays fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday.

Subd. (3) Part-time (probationary and non-probationary) employees shall be entitled to holiday pay on a pro-rated basis. (Eff. 1/1/2014.) Seasonal and temporary employees are not eligible for holiday pay.

Subd. (4) LLCC non-exempt employees who are required to work on any of these holidays shall be paid at time and one half (1 ½) rates in addition to their base wage.

Subd. (5) Non-exempt employees who are required to work on a holiday shall receive compensation at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

Subd. (6) When a paid holiday falls during an employee's paid leave of absence or vacation (PTO) period, they shall receive holiday pay for that day.

Subd. (7) Employees will not receive pay for holidays occurring while on an unpaid leave of absence.

Subd. (8) When an employee does not work on any of the above-named holidays, the holiday shall nevertheless count as eight (8) hours worked for the purpose of computing overtime for hours worked in excess of forty (40) in any such week. When necessary, the Department Head and/or County Board may require an employee to work on a holiday.

Section G. Paid Time Off (PTO)

Subd. (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 PTO Days per Month	Annual Days of PTO
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0	1.75	21
3	2.00	24
5	2.25	27
10	2.50	30
15+	2.75	33

Subd. (2) Employees who have used at least twelve (12) PTO days in the previous twelve-month period may elect pay in lieu of PTO for up to ten (10) days once in any calendar year.

Subd. (3) Employees may not accrue more than 34 days (272 hours) at any time.

Subd. (4) 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 vacation credits shall be paid to the employee's estate.

Subd. (5) Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the sick leave bank where there is no severance payment upon separation of service. At no time can the sick leave bank exceed 720 hours (90 working days). PTO that has been transferred to the sick leave bank can only be used in accordance with the sick leave provisions in Article V, Section H.

Subd. (6) Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO. (Eff. 1/1/2014.) Seasonal and temporary employees are not eligible to accrue PTO benefits.

Subd. (7) 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.

Subd. (8) 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.

Subd. (9) Probationary non-union employees may use accrued PTO with supervisory approval.

Section H. Extended Sick Leave Bank / Care Of Relatives

Subd. (1) 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. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, 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.

Subd. (2) 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.

Subd. (3) The County reserves the right to require written medical certification from an employee.

Subd. (4) 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 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.

Section I. Personal Leave

Subd. (1) Full-time (probationary and non-probationary) employees shall be granted four (4) personal leave days (32 hours) each year; such leave shall not be cumulative. Personal leave days shall be granted on a pro-rated basis.

Subd. (2) Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. (Eff. 1/1/2014.) Seasonal and temporary employees are not entitled to personal leave with pay.

Section J. Workers Compensation Procedures

Subd. (1) Reporting A Work-Related Injury or Illness

An employee who experiences a work-related injury or illness should immediately notify his/her supervisor of the injury/illness. The employee should fill out a First Report of Injury form and forward it to the HR as soon as possible. The employee should also complete an Accident Report and submit it to his/her immediate supervisor. These forms are available for download from the intranet, or by calling HR.

Subd. (2) Workers' Compensation Notification

(a) After receiving the report of a work-related injury or illness, the County's workers' compensation administrator, MCIT, will send the employee written notification at their home address regarding the acceptance or denial of their workers' compensation claim. If the employee's claim has been accepted and a loss of time is involved, the workers' compensation administrator will make no payment for lost work time for the first three calendar days after the disability commenced. If the disability continues for ten calendar days or longer, the compensation is computed from the commencement of the disability.

(b) The workers' compensation administrator will pay up to 66-2/3% of the injured employee's gross average weekly wages based on a 26-week period prior to the date of injury. This payment is made directly from MCIT and none of the usual payroll deductions are taken from it (e.g. taxes, insurance premiums, etc.).

Subd. (3) Supplementing Workers' Compensation with Accrued Benefits

(c) Pursuant to Minnesota Statute §176.021, Subd. 5, Aitkin County will allow its employees to supplement their workers' compensation benefits when unable to perform their job duties for an extended period of time due to a work-related injury or illness.

(d) It is the practice of Aitkin County to allow employees who have accrued benefits at the time of their injury to use these benefits to supplement the difference between the payment from the workers' compensation administrator and their average weekly wage at the time of the injury. The additional payments shall not result in the payment of a combined total weekly rate of compensation that exceeds the average weekly wage of the employee on the date of injury.

- (e) The employee is responsible for continuing to pay any applicable union dues, flex plan contributions, group health insurance premiums, and other employee-elected benefit costs, including any changes to such premiums. In instances where the dues, contributions, and premiums exceed the amount the employee is getting paid from his/her accrued benefit account(s), he/she is responsible for issuing a payment for the balance due to the Auditor's Office by the 1st of each month for that month's coverage. The County shall have no obligation to maintain the group coverage if the employee's premium payment is more than 30 days late.
- (f) The process for issuing payment to an employee who has chosen to use accrued benefits (i.e. sick, comp time, vacation) under these conditions shall be as follows:
 - (i) The County shall issue the employee a check in the amount of one-third of their pre-injury/illness compensation (using the average rate that the employee was earning based on a 26-week period prior to the time of the injury/illness) in a normal bi-weekly pay period.
- (g) The check issued by Aitkin County shall be treated like a regular payroll check, in that it will have Federal, State, and Social Security tax; PERA deduction; and any other deductions that would normally be taken out of the employee's paycheck (e.g., employee's portion of health, dental, or life premiums; flex plan contributions; union dues; etc.) subtracted from the gross amount.
- (h) The combined amount of the workers' compensation wage loss check and the accrued benefit check from Aitkin County shall not exceed the employee's average weekly wage prior to the date of injury/illness.
- (i) If an employee elects to be paid accrued benefits, Aitkin County shall issue the accrued benefits by deducting monetary amounts from each available plan (i.e. sick, personal leave, comp time, vacation) until exhausted; and shall typically exhaust the available benefit plans in the following order: 1) sick and/or personal leave at the employee's discretion, 3) comp time, and 4) vacation.

Subd. (4) Tracking Absences That Are Work-Related

Regardless of whether an employee chooses to use accrued benefits when absent from work due to a work-related injury or illness, such absences should be noted on the employee's timesheet as work comp related.

Subd. (5) Employee Status during Workers' Compensation Leave

Employees will cease to accrue paid benefits during an unpaid workers' compensation leave of absence. If the injury or illness is FMLA-qualifying, the employee will be placed on FMLA status and will not be responsible for the employer portion of health insurance benefit payments during the FMLA. If the injury or illness is not FMLA-qualifying, the employee will be notified of his/her rights under COBRA and will be required to pay the full amount of the health insurance premiums.

Section K. Family And Medical Leave

Purpose: The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for:

- (a) the birth of a child and to care for the newborn child within one year of birth;
- (b) the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- (c) to care for the employee's spouse, child, or parent who has a serious health condition;
- (d) a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- (e) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**
- (f) Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Section L. Funeral Leave

Purpose: To provide employees with time off for bereavement due to the death of a member of their immediate family.

Subd. (1) Full-time (probationary and non-probationary) employees will be allowed a maximum of three (3) days (24 hours) leave without loss of pay when a death occurs in an employee's family, namely: husband, wife, son, daughter, step sibling, father, mother, sister, brother, sister in law, brother in law, father in law, mother in law, daughter in law, son in law, grandparents, grandchildren, step children and step parents. Two (2) additional days (16 hours) may be allowed if necessary subject to the approval of the Department Head. Additional time, if needed, may be allowed by the County Board, but such additional time in excess of five (5) days (40 hours) indicated above shall be deducted from the employee's sick leave bank, personal leave, or PTO.

Subd. (2) Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to funeral leave on a pro-rated basis.

Subd. (3) General Procedures

- (a) Up to three (3) days paid funeral leave will be granted to an employee when a death occurs in their immediate family for the purpose of attending the funeral and related matters.

(b) An additional leave of up to two (2) days absence may be granted if necessary and must be approved by the Department Head.

(c) Temporary and seasonal employees shall not be eligible for funeral leave benefits.

Section M. Military Leave

Purpose: To grant military leave as required by law and to provide certain benefits to employees who are granted such a leave.

Subd. (1) General Procedures

(d) Any regular employee who enlists, is drafted, or is called to active duty shall notify their department head and shall be granted a leave of absence from the County.

(e) Requests for military leave will be honored in accordance with Minnesota Statutes.

(f) Requests must be made in advance of and supported by submitting a copy of the orders to report for military duty. The effective date of the military leave shall be the specified date on the orders. The employee shall submit a copy of their Orders upon receipt to the Department Head, HR Director, and Payroll Technician.

Subd. (2) Leave Without Pay

(a) An employee who enlists or is inducted into the United States military service for an extended period of active duty shall be granted a military leave without pay.

(b) Where the employee shall serve an extended period of active duty, all accumulated vacation benefits will be paid for in a lump sum at the first payroll period following the beginning of said military leave without pay.

(c) An employee who has been on a military leave without pay will be returned to County employment provided the following conditions are met:

(i) The employee shall make written application for return to their position within thirty (30) days after the termination of military service or thirty (30) days after the termination of hospitalization which followed and is a result of such service.

(d) The employee is physically and mentally capable of satisfactorily performing the duties of their position.

(e) The employee shall submit proof of an honorable discharge or other form of release indicating their military service was satisfactory.

Subd. (3) Leave With Pay

Employees who are members of an organized Military Reserve Component and are ordered to active duty for a temporary or indefinite period, shall be granted a Military leave with pay for up to a maximum of 15 days in any one calendar year. After completion of the 15 days' paid leave, the employee shall be granted military leave without pay for the remainder of the active period.

Section N. Jury Duty Or Witness Pay

Purpose: To allow full-time employees summoned to serve on a jury or testify as a witness for County-related business.

Subd. (4) The County will pay the full-time employee's full, regular salary, and benefits while serving time on jury duty. Employees must reimburse County per diem salary paid for jury duty. Employees shall keep expenses reimbursed to them by the court for jury duty service. If employee is excused from jury duty, and not on vacation or leave, employee shall report back to work and suffer no loss in pay for the day.

Subd. (5) Full time employees required to be absent in response to a court order or subpoena in which they are personally involved shall have the option of taking such time off as PTO or without pay.

Subd. (6) Part time, temporary, or seasonal employees shall not be eligible for jury duty or witness pay benefits.

Section O. Personal Leaves Of Absence

Purpose: To establish a uniform policy for processing requests for leaves.

Subd. (1) Personal Leave of Absence

(a) An employee requesting a leave of absence other than Family & Medical Leave (see Article V, Section J) or Military Leave (see Article V, Section L) shall apply for same in writing. Leaves of absence of ten (10) work days or less may be approved by the employee's Department Head. Leaves of absence of more than ten (10) work days are subject to approval by the County Administrator. The request shall include the length of leave requested and the reason for said leave.

(b) Employees who are on a leave of absence shall receive no pay or benefits as apply to holidays, vacations, etc.

Section P. Leave Donation Policy

Purpose: To allow employees the option to donate their accrued, unused vacation and/or personal leave to other county employees who are on unpaid leave status for medical emergencies or a serious health condition. Effective on the date this Manual is adopted, a serious health condition shall be defined under this Leave Donation Policy to mean an illness, injury, impairment, or physical or mental condition that is covered under the Family and Medical Leave Act and shall include any period of incapacity of the employee due to pregnancy, or for prenatal care.

Subd. (1) General Procedures

- (a) Each calendar year, employees may voluntarily donate up to 50 percent, with a maximum of 40 hours, of their accrued, unused vacation and/or personal leave time in increments of eight (8) hours to any other county employee to be used for a medical emergency or a serious health condition. All unused donations are revoked and returned to the donor upon the recipient returning to full time status.
- (b) The employee donating the leave shall notify the Auditor's Office in writing of their voluntary donation. The notice shall include the name of the donor, the name of the recipient, the number of hours donated in increments of eight (8), the effective date of the donation, and whether the hours should be deducted from the donor's vacation and/or personal accrued leave bank. Upon receipt, the Auditor's Office shall verify that the donating employee has sufficient accrued leave on the books in the amount necessary to cover the donation and then notify the recipient and his/her supervisor of the donation.
- (c) The value of the leave that is donated shall be based upon the donor's rate of pay that is in effect on the day of the donation. The value of the leave that is received shall be based upon the recipient's rate of pay that is in effect on the day of the donation. The amount paid to the recipient of the donated leave shall be considered wages. That amount shall be included as gross income of the recipients and shall be subject to social security, Medicare, FUTA taxes, and income tax withholding. The amount donated shall not be included or reported as income for the donor of the leave.
- (d) Information relating to the donation and use of said leave is subject to the MN Government Data Practices Act.

Section Q. Continuing Education

- Subd. (1) Continuing education will be established in conjunction with the individual's Performance Appraisal and utilized to improve performance in the current position and/or prepare the employee for advancement within County Government. This will be in addition to training required to maintain licenses and certifications. Training expenses may be paid by the County as outlined below in the Educational Tuition section.
- Subd. (2) If the continuing education provided results in a certification, accreditation or diploma not specifically required by the County an employee must remain in the employment of Aitkin County for at least one year following completion of the course or they shall reimburse the County for any costs incurred by the County related to the course.

Section R. Educational Tuition

- Subd. (1) The cost of participation in formalized courses of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost provided:

- (e) That the course is germane to the duties of the employee's job.
- (f) That the employee satisfactorily completes the course and receives either a "P" in a Pass/No Pass course, or at least a "B-" in an A-F course.
- (g) That the employee remains in the employment of Aitkin County for a period of one year following completion of the course, or they shall reimburse the County for any costs incurred by the County because of such schooling.
- (h) That the course be approved by the Department Head and the County Board prior to taking the course.
- (i) It shall be noted that the cost of "tuition" is covered; this does not include books or other assessed administrative fees.

ARTICLE VI EMPLOYEE COMMUNICATIONS

Section A. Bulletin Boards

Purpose: To notify employees and the public of County required postings and notices.

Subd. (1) Any required state, federal, or local notices and/or required posting notices will be posted on Aitkin County's official bulletin boards and/or Intranet as applicable.
Official Bulletin Boards:

- (a) Outside the Aitkin County Board of Commissioner's Meeting Room, located in the West Courthouse Annex, main floor.
- (b) Basement of the Courthouse, on the wall to the left of the entrance to the County Assessor's Office.
- (c) East wall of the Health & Human Services lunchroom.
- (d) Road & Bridge Department
- (e) Long Lake Conservation Center staff break room
- (f) Courthouse main entrance
- (g) License Center

ARTICLE VII SAFETY AND HEALTH

Section B. Safety Committee

Purpose: To develop a committee as defined by state statute, to oversee Aitkin County's safety and health issues as they relate to employees and the public.

Subd. (1) The Human Resources Director is designated as the Safety Coordinator who coordinates the Safety Committee. Members of the Safety Committee include a representative from the following departments:

- (a) Administration
- (b) Building Maintenance
- (c) Courthouse
- (d) Health & Human Services
- (e) Road & Bridge
- (f) Land Department
- (g) Long Lake Conservation Center
- (h) Sheriff's Office

Subd. (2) The Safety Committee will meet on a regular, as-needed basis to review injury claims and safety concerns brought forth by County employees and the public. The Safety Committee will review:

- (a) Accident frequencies and losses
- (b) Overall compliance with the safety program
- (c) Areas in the program that may require broader development
- (d) Status of any outstanding safety recommendations

Subd. (3) These reviews ensure the continued direction of the County program. Recommendations by the Safety Coordinator will be brought to the Aitkin County Board of Commissioners for direction and/or action. Meeting minutes will be posted on the Intranet.

Subd. (4) See also the Aitkin County Emergency Action Plan for Employees which covers designated actions Department Heads and Employees must take to ensure employee safety from fires, severe thunderstorms, tornados, floods, and other emergencies. This includes the County's AWAIR/Safety Policy, Workplace Violence Policy, Incident/Injury/Accident Report Form, Media Procedures, Evacuation Procedures, Lock-down Procedures, Bomb Threat Procedures, Bloodborne Pathogens, Lockout/Tagout, and other safety and emergency policies and procedures.

ARTICLE VIII ORGANIZATIONAL STANDARDS AND RULES

Section A. Code Of Ethics

Purpose: To define conflict of interest to Aitkin County employees.

CODE OF ETHICS FOR AITKIN COUNTY EMPLOYEES

(Conflict of Interest)

Subd. (1) Definitions

For the purpose of this policy the following definitions shall apply:

- (a) Business means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity that engages either in nonprofit or profit making activities.
- (b) Confidential information means any information obtained under government authority which has not become part of the body of public information and which, if released prematurely or in non-summary form, may provide unfair economic advantage or adversely affect the competitive position of any individual or a business.
- (c) Private interest means any interest, including but not limited to a financial interest, which has not become part of the body of public information and which, if released prematurely or in non-summary form, may provide unfair economic advantage or adversely affect the competitive position of any individual or a business.
- (d) Immediate family means spouse, child, parent, grandparent and spouse of such persons.
- (e) Employee shall include elected officials and all County employees, including department heads.

Subd. (2) Acceptance of Gifts Or Favors

Employees of the County of Aitkin in the course of or in relation to their official duties, shall not directly or indirectly receive or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service or promise of future employment or other future benefit from any source, except the County, for any activity related to the duties of the employee unless otherwise provided by law. The provisions of Minn.Stat. §471.87 and the exceptions set forth in Minn. Stat. . §471.88 shall apply. The acceptance of any of the following shall not be in violation of this Section:

- (a) Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause;
- (b) Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time for which they are not compensated by the County of Aitkin.

Subd. (3) Use of Confidential Information

An employee of the County of Aitkin shall not use confidential information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require the employee to disclose or use confidential information.

Subd. (4) Use of Property

An employee shall not use or allow the use of County time, supplies, or County owned or leased property and equipment for the employee's private interest or any other use not in the interest of the County, except as provided by law and/or the County's Information Systems' Policy.

Subd. (5) Conflicts of Interest

The following actions by an employee of the County of Aitkin shall be deemed a conflict of interest and subject to disciplinary action as appropriate:

- (a) Use or attempted use of the employee's official position to secure benefits, privileges, exceptions or advantages for the employee or the employee's immediate family or an organization with which the employee is associated, which are different from those available to the public; or
- (b) Acceptance of other employment, engagement in private business or in the conduct of a profession during the hours for which the employee is employed to work for the County, or outside such hours in a manner, that would affect the employee's usefulness as an employee of the County or affect the employee's independent judgement in exercise of the employee's official duties; or
- (c) Actions as an agent or attorney in any action or matter pending before the County of Aitkin, except in the proper discharge of official duties or on the employee's behalf, or as a member of a local labor bargaining unit.

Subd. (6) Determination of Conflict of Interest

When an employee believes that the potential for a conflict of interest exists, it is the employee's duty to report the matter to his/her supervisor, or if there is not a supervisor, to the County Board. Such report shall be made within 7 days after the potential for a conflict becomes known. A conflict of interest shall be deemed to exist when a review of the occurrence by the employee or the employee's supervisor (or the County Board if there is no supervisor) determines that this code of ethics has not been complied with.

Subd. (7) Resolution of Conflict of Interest

If either the employee or the employee's supervisor determines that a conflict of interest exists, the County Board shall handle resolution of the conflict. NOTE: In the case of conflict of interest involving a County Commissioner, the County Attorney shall handle the resolution.

Subd. (8) Acceptance of Advantage By County Employee

- (a) No employee of the County in direct contact with suppliers or potential suppliers of the County, or who may directly or indirectly influence a purchased product or products, evaluation contracted services, or otherwise has official involvement in the purchasing or contracting process shall:
 - (i) Have any financial interest or have any personal beneficial interest directly or indirectly on contracts or purchase orders for goods or services used by, or purchased for resale or furnished to the county; or
 - (b) Accept directly from a person, firm or corporation to which a contract or purchase order has been or may be awarded, a rebate gift, money, or anything of value other than as defined in Section B. No such employee may further accept any promise, obligation or contract for future reward.

Subd. (9) Complaints

If a fellow employee or a non-employee makes a complaint about an employee's compliance with this Policy, the complaint should be initially brought to the attention of his/her department head in private. The department head will notify the subject of the complaint regarding the complaint within 7 days and before addressing the complaint at a public meeting as allowed by law.

Subd. (10) Violations

Violation of the provisions of this policy shall be grounds for disciplinary action against an employee, up to and including termination of employment.

Subd. (11) Annual Confirmation

Department Heads will sign an annual confirmation that they have received, read and understood the Aitkin County Code of Ethics Policy and that they are not aware of any violations of such policy. Such confirmation will be filed with the Human Resources Director.

Section B. Harassment Policy, Including Sexual Harassment and General Harassment

Purpose: To provide a work environment free of harassment in any form.

Subd. (1) Policy Statement

- (a) It is the policy of Aitkin County to maintain a work environment free of harassment and any form of sex discrimination in employment prohibited by Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act. Sexual harassment is unacceptable and will not be permitted. Threats, threatening language or other acts of aggression, harassment, or violence made toward or by any County employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. Any employee found to have acted in violation of this policy will be subject to disciplinary action, up to and including discharge from employment.

Subd. (2) General Harassment

- (a) It is Aitkin County's expectation that all employees will be treated with dignity and respect. The County will not in any instance tolerate harassment. Employees found in violation of this policy will be disciplined, up to and including termination.
- (b) Harassment may be intentional or unintentional. However the intention of the alleged harassment is irrelevant. It is the effect of the behavior upon the individual which is important. Aitkin County considers the following types of behavior examples of harassment:
 - (ii) Shouting at an individual in public and/or in private.
 - (iii) Using verbal or obscene gestures.
 - (iv) Personal insults and use of offensive nicknames.
 - (v) Public humiliation in any form.
 - (vi) Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).
- (c) Work direction, constructive criticism, performance management and disciplinary actions are not to be construed as harassment.

Subd. (3) Definition from Minnesota Human Rights Act (§363A.03, Subd. 43.)

- (a) "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:
 - (i) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;

- (b) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- (c) That conduct or communication has the purpose or effect of substantially interfering with an individual's employment, or creating an intimidating, hostile or offensive employment environment; and the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

Subd. (4) Definition from Title VII of the Civil Rights Act of 1964

- (a) Harassment on the basis of sex is a violation of Section 703 of Title VII. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - (i) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - (c) Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Subd. (5) Examples of behavior or conduct which may constitute harassment or sexual harassment may include, but are not limited to the following:

(a) Verbal

- (i) Verbal bullying – slandering, ridiculing or maligning a person or his or her family; persistent name calling which is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks;
- (ii) Unwelcome sexual comments, innuendoes, or suggestions about an individual's body, clothing or sexual activity;
- (b) Discussion of sexual topics, sexual practices, sexual preferences, sexual experiences, sexual jokes and stories;
- (c) Requesting or demanding sexual favors, explicit or implicit suggestions that there is a positive or negative connection between sexual behavior or sexual compliance and any term or condition of employment; or
- (d) Language of an obscene or sexual connotation and stereotypical terms such as "sweetheart," "slut," "stud," or "hunk."

(e) Non-Verbal

- (i) Gesture bullying – non-verbal threatening gestures.
 - (ii) Exclusion – socially or physically excluding or disregarding a person in work-related activities.
 - (iii) The display or posting of sexually explicit or graphic pictures, objects or items in the work place such as a “girlie calendar” or cartoons depicting sexual jokes or sexual acts;
- (f) The use of suggestive facial expressions or gestures of a sexual nature; or
- (g) Unwelcome visits to an individual’s home, hotel room or areas considered private or outside the work premises.
- (h) Physical
- (i) Physical bullying – pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault or violence, damage to a person’s work area or property.
 - (ii) Kissing, touching, patting, pinching or brushing against a person’s body;
 - (iii) Sexual contact; or
 - (iv) Assault and battery.
- (i) This list of examples is not intended to be exhaustive. Other types of behavior or conduct, which are not included in this list, may constitute sexual harassment and be in violation of County policy.

Subd. (6) Responsibilities

- (a) All County employees and elected officials are required to conduct themselves in a manner consistent with the spirit and intent of this policy.
- (b) Any person who believes he or she has been subjected to harassment or sexual harassment by an employee, officer, agent of the County, or any third person with knowledge or belief of conduct which may constitute harassment or sexual harassment, must report the alleged acts immediately to an appropriate County official. (See Article 8B(4)).
- (c) Department Heads, supervisors, and elected officials are responsible for:
 - (i) Establishing and maintaining a climate in the work unit that encourages all employees to communicate questions or concerns regarding this policy;
- (d) Recognizing incidents which they believe may be harassment or sexual harassment;

- (e) Immediately notifying the Human Resources Director or designee, or County Administrator in writing of harassment allegations so that investigatory procedures may be implemented. The failure of a department head and/or supervisor to report a complaint of harassment may result in disciplinary action; and
- (f) Taking corrective action to eliminate substantiated incidents of harassment or sexual harassment.
- (g) Retaliation against a person who makes a complaint of harassment or participates, testifies or assists in the investigation of a harassment complaint is prohibited. Retaliation includes but is not limited to, any form of intimidation, reprisal or harassment. Retaliation will not be tolerated and may, in and of itself, result in disciplinary action, up to and including discharge from employment.
- (h) The Human Resources Director or designee is responsible for:
 - (i) Informing department heads and supervisors of their obligations under this policy;
 - (i) Informing employees of the County's policy regarding harassment, including providing training and posting of this policy; and
 - (j) Investigating harassment allegations and ensuring that appropriate disciplinary action is consistently and fairly administered.

Subd. (7) Internal Complaint System and Discipline Procedure

- (a) Reporting: Any person who believes he or she has been subjected to harassment or sexual harassment by an employee, officer, agent of the County, or any third person with knowledge or belief of conduct which may constitute harassment or sexual harassment, must report the alleged acts immediately to an appropriate County official as designated below.
- (b) Appropriate County officials to whom complaints of harassment or sexual harassment should be made include:
 - (c) Your supervisor and/or department head;
 - (d) The harasser's supervisor and/or department head;
 - (e) The Human Resources Director or designee;
 - (f) The County Administrator.

If the individual engaging in harassment is an employee's supervisor and/or department head, the aggrieved employee should contact the County Administrator/Human Resources Director or designee. If the individual engaging in harassment is the County Administrator/Human Resources Director or designee, the aggrieved employee should contact a member of the Aitkin County Board.

REPORT IT—DO NOT IGNORE IT!

Subd. (8) Investigation

- (a) Upon notice of an allegation of harassment or sexual harassment, the Human Resources Director or designee, or someone they designate, will conduct a prompt, fair, and thorough investigation of the complaint. Fair consideration will be given to all the facts presented. All complaints will be handled in a confidential manner to the extent possible pursuant to applicable laws.
- (b) Normally, as the first step of investigation, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The investigator will attempt to obtain the following information:
 - (i) A description of the incident(s), including date(s), time(s), and place(s);
 - (c) Corroborating evidence;
 - (d) A list of witnesses; and
 - (e) Identification of the offender(s).

Subd. (9) Prevention of Harassment

Aitkin County will:

- (a) Post notices of County policy and procedures;
- (b) Provide training activities in-house;
- (c) Provide counseling or support services to victims, or arrange for such services provided outside the County.

Section C. Smoke-Free And Tobacco-Free Policy

Purpose: To provide a smoke-free and tobacco-free working environment for Aitkin County employees and citizens.

- Subd. (10) The Aitkin County Board of Commissioners acknowledges the Minnesota Clean Indoor Air Act, House File #79, Chapter 211, Laws, 1975, Enacted August 1, 1975, Minnesota Statutes §144.411 to §144.417 regarding "Smoking in Public Places."
- (a) All Aitkin County buildings will be smoke-free and tobacco-free; e-cigs are also prohibited. Additionally, there is no smoking or use of tobacco allowed in any county vehicle, equipment, or on lawn mowers or other ride-on equipment.
 - (b) Smoking is prohibited 25 feet from any building entrance or exit.

- (c) The responsibility for the enforcement of the smoke-free and tobacco-free policy is delegated to the individual Department Heads, both elected and appointed.

Section D. Drug Free Workplace Policy

Purpose: To provide a drug and alcohol free working environment for Aitkin County employees and citizens.

Subd. (1) Introduction

- (a) Aitkin County recognizes that drug use creates significant social problems that have the potential for causing severe effects to Aitkin County's workforce. Aitkin County has the responsibility to maintain a drug-free workplace and ensure that its employees perform their jobs efficiently, safely and in a professional manner. In order to achieve these objectives, Aitkin County employees must be able to work in a drug-free work environment, and themselves be free from the effects of drugs while at work.
- (b) The County intends to focus on education, prevention and assistance measures in striving to maintain a drug-free workplace as well and providing a safe and productive work environment. The purpose of this policy is to set forth the County's rules regarding drug use and possession of such in the workplace.

Subd. (2) Scope Of Coverage

The Aitkin County Policy on a Drug-Free Workplace is applicable to all Aitkin County employees, independent contractors and volunteers or any individual who is representing Aitkin County in any capacity. It will be the responsibility of every County Department to enforce all provisions of this policy. Questions regarding this policy should be referred to the Aitkin County Central Service Department. The coverage and intent of this policy is in accordance with the provisions as set forth in the Federal Drug-Free Workplace Act of 1988.

Subd. (3) Definitions

- (a) "Work Related Drug Use" is defined as the use of mood-altering drugs, including all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana or the use of prescription drugs when resulting behavior or appearance adversely affects work performance.
- (b) "Adversely Affects Work Performance" and "Under the influence" is determined to be present if the employee is perceptibly impaired; has impaired alertness, coordination, reaction, responses or effort; if the employee's condition threatens the safety of him/herself or others; or unprofessional or irresponsible conduct detrimental to the County.
- (c) "Controlled Substances" means those substances whose distribution is controlled by regulation or statute including, but not limited to, narcotics, depressants, stimulants, hallucinogens and cannabis.

(d) "Mood-altering" or "Alert" means those substances whose distribution is controlled by regulation or statute including, but not limited to, narcotics, depressants, stimulants, hallucinogens and cannabis.

(e) "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Subd. (4) County Employee Assistance Program

Employees may seek assistance through the county in a professional and confidential, out-of-work setting. Employees who may have an alcohol or other drug use problem are encouraged to seek a professional assessment before the problem affects their employment status. The Human Resources Director or designee will act as a confidential liaison between the employee and service provider if assistance is needed with setting up the initial appointment. Participation in this program is voluntary and confidential, except as may be required pursuant to Public Law 100-690, Title V, Subtitled D.

Subd. (5) Consequence Of Violations

Violations of this policy may constitute grounds for discipline, up to and including discharge. Each situation will be evaluated on a case-by-case basis depending upon the severity and circumstances involved.

Subd. (6) Prohibitions

(a) No employee shall report to work under the influence of alcohol, controlled substances, or other drugs which affect his/her alertness, coordination, reaction, response, judgment, decision-making or safety.

(b) No employee shall operate, use or drive any equipment, machinery or vehicle of the County while under the influence of alcohol, controlled substances, or other mood-altering drugs. Such employee is under an affirmative duty to immediately notify his/her supervisor that he/she is not in appropriate mental or physical condition to operate, use or drive county equipment.

(c) No employee shall unlawfully manufacture, distribute, dispense, possess, transfer, or use alcohol or a controlled substance in the workplace or wherever the County's work is being performed.

(d) During work hours or while on the County's premises, no employee shall use, sell, possess or transfer alcoholic beverages, with the following exceptions:

(i) Consumption, possession, sale or purchases of alcohol when authorized by a Commissioner under separate statutory or executive agency authority.

(e) Possession of alcohol while being transported in a County vehicle in compliance with applicable statutory requirements.

- (f) Possession of alcohol while in an employee's personal vehicle on the county's premises in compliance with applicable statutory requirements.
- (g) Possession of alcohol incidental to an investigation or court proceeding authorized by the Sheriff or County Attorney.
- (h) Additionally, employees shall not participate in these activities during rest breaks or during overtime work.
- (i) Engaging in off-duty sale, purchase, transfer, use or possession of alcohol or controlled substances may have a negative effect on an employee's ability to perform his/her work for the county. In such circumstances, the employee is subject to discipline.
- (j) When an employee is taking medically authorized drugs or other substances which may alter job performance, as defined in III-D above, the employee is under an affirmative duty to notify the appropriate supervisor of his/her temporary inability to perform the job duties of his/her position.
- (k) Agencies shall notify the appropriate law enforcement agency when they have reasonable suspicion, as defined in III-E above, to believe that an employee may have alcohol or controlled substances in his/her possession at work or on county premises. Where appropriate, agencies shall also notify licensing boards.
- (l) Employees are restricted from consuming alcoholic beverages or controlled substances during lunch or dinner meals when returning immediately thereafter to perform work on behalf of the county. Employees are advised that in any situation subsequent to the intake of alcohol or a controlled substance where the employee must continue conducting the county's business, any employee whose condition or behavior adversely affects his/her work performance shall be subject to possible discipline, up to and including discharge.

Subd. (7) Supplemental Policies

County departments may promulgate supplemental policies, which are not in conflict with this policy, including prohibiting the use or consumption of alcohol and/or controlled substances within a specified time period before the commencement of work. Such pre-work abstinence must be restricted to employees involved in sensitive security, treatment, or equipment operation and written notice must be disseminated to affected employees. Further, policies may be adopted only after meet and confer sessions are held with exclusive representatives and approval of the Minnesota Department of Employee Relations.

Subd. (8) Data Disclosure

Disclosure of information regarding employee alcohol and other drug use in the workplace must be consistent with applicable collective bargaining agreements and law. Questions in this area should be directed to the Employment and Labor Law Section of the Attorney General's Office or to the Department of Employee Relations, Labor Relations Bureau.

Subd. (9) Federal Grant Employees

Each employee engaged in the performance of work on federal grants or contracts is required to notify their department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Subd. (10) Drug/Alcohol Testing

Any alcohol and/or other drug testing undertaken by Appointing Authorities shall be in accordance with Minnesota Statutes §181.950-957, the Minnesota Drug and Alcohol Testing in the Workplace Act. Individual department drug and alcohol testing policies must be in written form and must be reviewed by the Minnesota Department of Employee Relations prior to implementation.

Section E. Job Classification

Subd. (1) Classification Plan

Job classifications are shown in Appendix B.

Subd. (2) These policies and procedures express the Aitkin County Board of Commissioners' intent to maintain a County-wide plan which conforms with Comparable Worth standards found in Minnesota Statute §471.991-471.999 related to local governments in Minnesota.

Subd. (3) The County Job Classification Plan provides a way for individual County jobs to be evaluated and classified according to their comparable work value. Each County job shall be evaluated and placed in a specific classification and pay grade to ensure compliance with pay equity requirements. The County Administrator shall provide a consistent format for position descriptions throughout the County, and a consistent process for evaluating jobs and assigning them to the appropriate pay grade.

Subd. (4) It is the inherent right of management to redesign jobs, restructure jobs, and create new jobs in meeting the objectives of the County. From time to time, management will need to create new classifications to better respond to the needs and challenges of Aitkin County. The Plan shall be developed and maintained so that positions substantially similar with respect to knowledge and skills, supervisory authority, and working conditions, are included within the same class; and that the same schedules of compensation shall apply to all positions in the job class, as allowed by collective bargaining agreements.

Subd. (5) Position Descriptions: Each job in the County shall have a corresponding position description. The position description shall define the following elements of each position:

- (a) Objective or summary of the position;
- (b) Essential job duties and responsibilities;

- (c) Supervisory authority of the position, if any;
- (d) Required Knowledge, Skills, and Abilities;
- (e) Required education, work experience, licenses and certifications;
- (f) Physical demands and working conditions;
- (g) Minimum or preferred qualifications; and
- (h) Fair Labor Standards Act (FLSA) status.

Subd. (6) Position Reclassification

- (a) Position reclassification becomes necessary when a significant change takes place in the scope of the position.
- (b) The County shall review the Classification Plan periodically to ascertain whether or not it corresponds with existing conditions in the County service, and to make any revisions, where necessary.
 - (i) Department heads or their designees are encouraged to review position descriptions during annual performance appraisals and to inform the Human Resources Director of any revisions necessary in the position description, noting if there is a significant change in the nature or scope of the work performed in the job classification. The Human Resources Director is responsible for assisting the Department Head to make revisions. The County Administrator will approve position description revisions if the revisions will result in a lower grade level. County Board approval is required when positions are reclassified to higher grade levels.
- (c) Consideration for job classifications that experience significant change will be handled on a case-by-case basis with the department head notifying the Human Resources Director of the changes and reasons for the changes.
- (d) The County Administrator shall determine whether a position description substantially matches an existing classification. Position descriptions that do not substantially match an existing classification will be forwarded to the consultant or other authority responsible for evaluating positions in accordance with the County's classification plan. The evaluation shall include an objective methodology to evaluate the jobs, the assignment of points and pay grades accordingly, the documentation to support the decision, and notification to the Human Resources Director of the decisions. The Human Resources Director shall notify the affected employee(s) and department head of the result of the evaluation, the effective dates of any change in pay grade, and actual salary.

- (e) A FLSA non-exempt employee whose job classification is upgraded, within the DBM classification system, will be placed in the new pay range that results in at least a \$0.75 per hour increase. A FLSA exempt employee whose job classification is upgraded, within the DBM classification system, will be placed in the new pay range that results in at least a \$1,560.00/year increase (pro-rated if reclassification occurs mid-year).
- (f) If a position is evaluated at a lower pay grade, within the DBM classification system, the employee will be placed on their current step in the new lower grade, and the employee's salary shall be frozen until such time when their grade and step placement exceeds their current pay rate.
- (g) Pay adjustments due to position reclassification will be applied prospectively, not retroactively. The effective date of any pay adjustment shall be January 1st or the first day of the first pay period following Board approval of the classification change. Agreement with the exclusive representative will be sought prior to Board action when necessary and changes must comply with the provisions of the union contract.

Subd. (7) Periodic Classification Review

- (h) In the event that an employee requests a classification review and the department head elects to not bring the request to the Human Resources Director, the employee may appeal his or her classification by presenting facts to the Human Resources Director within ten (10) working days following the department head's response to the employee. The appeal to the Human Resources Director will be in writing and will include the department head's response.
- (i) The Human Resources Director will review the facts and respond to the employee within sixty (60) calendar days of receipt of the appeal. If the Human Resources Director agrees with the department head, the decision made by the Human Resources Director will submit the facts to the County Administrator for resolution. If the Human Resources Director agrees with the employee, the facts will be submitted to the County Administrator for resolution, and the decision made by the County Administrator will be final.
- (j) Periodic classification reviews can be requested by employee(s) of a particular job class, to their department head, once every 24 months when significant change has occurred to the job.

Subd. (8) Classification Changes Initiated By the Human Resources Director

The Human Resources Director, when he or she deems appropriate, may re-classify the grade of a position up or down one grade after documenting the reason in writing and discussing with the supervisor and/or Department Head and obtaining the approval of the County Administrator. This action may be accomplished in cases where internal rankings do not conform to practiced lines of authority (i.e., office hierarchy or supervisory authority) but may also account for market relationships as well. This recommendation would be presented to the County Board for approval.

Subd. (9) New Positions

If a new position classification is created, it will be the responsibility of management to define and determine essential requirements and duties of the position. The Human Resources Director will work with department heads and supervisors to develop the position description in a format consistent with all position descriptions. The position description will be assigned to a classification under the classification plan and to an appropriate pay grade in the compensation plan. Final approval of any new position classifications will require County Board approval.

Section F. Employee Recognition Service Awards

Purpose: To formally recognize employees who have completed 25, thereafter in increments of 5, years of service by presenting them with an award for their achievement.

Subd. (1) In appreciation of their contribution, Aitkin County employees shall receive a service award for reaching 25, 30, and 35 years of service. The Labor-Management Committee shall coordinate the selection, purchasing and presentation of the awards.

Subd. (2) The dollar value of each award will also be based upon the years of service:

- (a) 25 years of service \$ 50
- (b) 30 years of service \$100
- (c) 35 years of service \$150

ARTICLE IX FORMS AND ATTACHMENTS

Section A. Appendix A, Salary Schedule

Employees covered by these compensation guidelines shall receive an annual salary or wage as approved by the Aitkin County Board of Commissioners. Salary increases will take effect January 1, 2015, for all positions.

2015 NON-UNION FLSA EXEMPT			2015 NON-UNION FLSA NON-EXEMPT		
Grade	MIN/YR	MAX/YR	Grade	MIN/HR	MAX/HR
20	\$ 83,824	\$ 125,424	20	\$ 40.30	\$ 60.30
19	\$ 80,704	\$ 120,744	19	\$ 38.80	\$ 58.05
18	\$ 77,584	\$ 116,064	18	\$ 37.30	\$ 55.80
17	\$ 74,464	\$ 111,384	17	\$ 35.80	\$ 53.55
16	\$ 71,344	\$ 106,704	16	\$ 34.30	\$ 51.30
15	\$ 68,224	\$ 102,024	15	\$ 32.80	\$ 49.05
14	\$ 65,104	\$ 97,344	14	\$ 31.30	\$ 46.80
13	\$ 61,984	\$ 92,664	13	\$ 29.80	\$ 44.55
12	\$ 58,864	\$ 87,984	12	\$ 28.30	\$ 42.30
11	\$ 55,744	\$ 83,304	11	\$ 26.80	\$ 40.05
10	\$ 52,624	\$ 78,624	10	\$ 25.30	\$ 37.80
9	\$ 49,504	\$ 73,944	9	\$ 23.80	\$ 35.55
8	\$ 46,384	\$ 69,264	8	\$ 22.30	\$ 33.30
7	\$ 43,264	\$ 64,584	7	\$ 20.80	\$ 31.05
6	\$ 40,144	\$ 59,904	6	\$ 19.30	\$ 28.80

5	\$	37,024	\$	55,224	5	\$	17.80	\$	26.55
4	\$	33,904	\$	50,544	4	\$	16.30	\$	24.30
3	\$	30,784	\$	45,864	3	\$	14.80	\$	22.05
2	\$	27,664	\$	41,184	2	\$	13.30	\$	19.80
1	\$	24,544	\$	36,504	1	\$	11.80	\$	17.55

[insert the 2015-2016 temporary employee wage scale here and include authority for the County Administrator to make deviations from it as deemed necessary]

Section B. Appendix B, Job Classifications

Non-union Job Classifications	Grade
ACCOUNTANT (Highway Dept.)	10
ADMINISTRATIVE ASSISTANT (County Administrator's Office)	5
ADMINISTRATIVE COORD.-LLCC	5
ASST. COUNTY ASSESSOR	9
ASST. COUNTY ATTORNEY I	11
ASST. COUNTY ATTORNEY II	13
ASST. COUNTY ENGINEER	13
ASST. HWY. MAINT. FOREMAN	6
ASST. LAND COMMISSIONER	10
ASST. ZONING ADMINISTRATOR	10
BUILDING & GROUNDS SUPERVISOR	7
CHILD SUPPORT SUPERVISOR	10
COMPLIANCE OFFICER/WETLAND SPE	9
COMPUTER SPECIALIST/ Iseries	3
COMPUTER SPECIALIST/ WEB	4
CONFIDENTIAL SECRETARY (Sheriff's Office)	4
COOK -LLCC	1
COOK-HOUSEKEEPER - LLCC	1

COUNTY ADMINISTRATOR	20
COUNTY ASSESSOR	14
COUNTY ENGINEER	18
CRIME VICTIM COORDINATOR	6
CUSTODIAN	2
DEPUTY AUDITOR / PAYROLL TECHNICIAN	6
ECONOMIC DEV/FOREST IND. COORD	10
ENVIRONMENTAL HEALTH SPEC.	9
ENVIRONMENTAL SERVICE DIR	14
FINANCIAL ASSISTANCE SUPERVISOR (HHS)	10
FINANCIAL ASSISTANT (Auditor's Office)	10
FISCAL SUPERVISOR / COLLECTIONS OFFICER (HHS)	10
FOOD SERVICE COORD.-LLCC	3
GIS COORDINATOR	9
HEALTH AND HUMAN SERVICES DIRECTOR*	18
HEALTH EDUCATOR	9
HUMAN RESOURCES DIRECTOR	14
HUMAN RESOURCES SPECIALIST	5
HWY. MAINT. FOREMAN	10
INSTRUCTION COORD.-LLCC	10
IT DIRECTOR	14
LAND COMMISSIONER	14
LAND SURVEY COORDINATOR	9

LLCC BUSINESS AND MARKETING MANAGER	12
MAINTENANCE COORD.-LLCC	3
NETWORK ADMINISTRATOR	9
NETWORK APPLICATION SUPPORT SPECIALIST	7
OFFICE ASSISTANT IV (Highway)	4
OFFICE MANAGER / LEAD PARALEGAL	8
OFFICE SUPPORT SPECIALIST, SR.	4
PUBLIC HEALTH NURSE	10
PUBLIC HEALTH SUPERVISOR	13
REGISTERED NURSE	9
RIGHT OF WAY / PERMITTING AGENT	9
SCHOOL YEAR INSTRUCTOR NATURALIST-LLCC	5
SOCIAL SERVICES SUPERVISOR	13
SR. ASST. COUNTY ATTORNEY	17
VETERANS SERVICES OFFICER	9

* indicates individuals who have an individual contract.

Section C. Appendix C, Christmas Eve

December 9, 2014

Excerpt from Aitkin County Board Minutes

Motion by Commissioner Niemi, seconded by Commissioner Marcotte and carried, all members voting yes to approve closing the County Offices on Christmas Eve 2014 and authorizing non-union employees to be absent with pay.

AITKIN COUNTY

PERSONNEL POLICIES AND PROCEDURES MANUAL

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ARTICLE I INTRODUCTION

Section A. Purpose

It is the purpose of this Personnel Policies and Procedures Manual to provide a uniform, comprehensive and effective system of personnel administration in Aitkin County and to establish procedures which will serve as a guide to administrative action concerning personnel activities and transactions.

It is the further purpose of this Personnel Policies and Procedures Manual to ensure:

- (a) A spirit of confidence and cooperation between the Board and its employees.
- (b) That all appointments and promotions to positions in the County service shall be made on the basis of job-related qualifications.
- (c) That position classification and compensation plans shall be adopted which will conform to the principle of like compensation for like work.
- (d) That the citizens of Aitkin County can be assured that their best interests are being served by the employment of the most qualified personnel available.
- (e) Fair treatment of applicants and employees in all aspects of personnel administration without regard to race, color, creed, religion, national origin, citizenship, sex, marital status, pregnancy, disability, public assistance status, age, sexual orientation, political affiliation, veteran status, genetic information, local human rights commission activity, or other protected-class status, and with proper regard for the privacy and constitutional rights of applicants and employees.

Comment [BJD1]: From Non-union Compensation Guidelines

Comment [BJD2]:
http://mn.gov/mdhr/yourrights/PDF/02yourRights_ENG.pdf
http://en.wikipedia.org/wiki/Protected_class
Updated list here, on EEO page, and in hiring practices section.

Section B. Adoption

- Subd. (1) This Personnel Policies and Procedures Manual was approved by the County Board of Commissioners at a regular board meeting on July 28, 2015, or on the revised date that appears on each the policy. Any changes in the content of the Personnel Policies and Procedures Manual must be approved by the Board of County Commissioners.
- Subd. (2) Upon approval by the County Board, this Personnel Policies and Procedures Manual shall supersede all existing policies or rules that in any way conflict with these Personnel Policies and Procedures. The 2015 Non-union Compensation Guidelines shall become null and void and are also superseded by this policy update.
- Subd. (3) To the extent that federal or state statutes or regulations change, this Personnel Policies and Procedures Manual shall be construed as consistent with those changes.

Comment [BJD3]: New

Comment [BJD4]: New

Section C. Administration Of The Manual

Subd. (1) Copies of this Personnel Policies and Procedures Manual shall be made available to all employees, appointing authorities, and interested union representatives. Copies of this Manual shall be on file ~~with in the County Administration Department, and/or~~ Human Resources ~~Office Director or designee~~, and shall be available for public review upon request.

Subd. (2) The Aitkin County Board of Commissioners, through the County Administrator shall administer this Personnel Policies and Procedures Manual.

Subd. (3) The County Administrator ~~or designee~~ shall provide the necessary forms and reports for all personnel changes in the County under this Personnel Policies and Procedures Manual.

Subd. (4) This Manual may be amended whenever such an amendment is deemed necessary. Changes to the manual may be initiated by:

- (a) The County Board
- (b) The County Administrator
- (c) A Department Head
- (d) The Labor Management Committee

Subd. (5) All proposed changes shall be referred to the County Administrator who shall make a recommendation to the County Board within a reasonable amount of time. Upon receipt of the County Administrator's recommendation, the County Board may approve or reject the changes. The initiator of the change will be informed in writing of the status of the proposed change and anticipated time frame for a County Board response.

Section D. Savings Clause

In the event any provision of this ~~Agreement Personnel Policies and Procedures Manual~~ shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be null and void. All other provisions shall continue in full force and effect.

Comment [BJD5]: Updated to match recently updated CBA language, including *... or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, ...*

Section E. ~~_____~~ If any provision, section or article of this Personnel Policies and Procedures Manual is held invalid, the remainder of the Manual Policies shall not be affected thereby.

Section F. ~~Section E.~~ Departmental Rules

Subd. (1) In accordance with this Personnel Policies and Procedures Manual, each Department Head ~~or division authority~~ may establish a set of rules. Such rules shall be established for the purpose of handling personnel matters particular to the department concerned and shall be governed by this Personnel Policies and Procedures Manual.

Comment [BJD6]: Ask Nate. Does he want them attached as appendices? See reply below.

Comment [NB7]: No, but they should be filed with HR/Administration see insert

Subd. (2) ~~The Department Head is responsible to oversee ensure that the departmental policies rules remain in compliance with County policies and procedures, including but not limited to this Personnel Policies and Procedures Manual.~~

Subd. (3) Insofar as departmental ~~personnel administration~~ rules do not conflict with this Personnel Policies and Procedures Manual, they may be approved by the ~~County Administrator~~ **Department Head with the advice and consent of the County Administrator.** ~~Any~~ Departmental rules which conflict with this ~~Policies and Procedures Manual, that but~~ are necessary for the efficient and effective operations of the Department, may ~~be presented said rules~~ to the County Board for consideration. The County Board must approve rules which conflict with this ~~Policies and Procedures Manual prior to their implementation. Before departmental rules can be implemented, they shall be filed with and approved by the County Board.~~

Comment [NB8]: Scope to personnel administration

Comment [BJD9]: New.

Section G. ~~Section F.~~ Collective Bargaining Agreements

Subd. (1) Employees who are subject to collective bargaining agreements as negotiated in accordance with the Public Employment Labor Relations Act, Minnesota Chapter ~~179A~~ shall be exempt from those provisions of this Manual which are inconsistent with the provisions of such collective bargaining agreements.

Subd. (2) Aitkin County collective bargaining agreements recognized by the Minnesota Bureau of Mediation Services include:

- (a) ~~Teamsters~~ General ~~Drivers, Dairy Employees, Warehousemen, Helpers and Inside Employees~~-Local Union No. 346 (Supervisory Unit)
- (b) ~~Teamsters~~ General ~~Drivers, Warehousemen, Helpers and Inside Employees~~-Local Union No. 346 (Licensed Essential Unit)
- (c) ~~Teamsters~~ General ~~Drivers, Warehousemen, Helpers and Inside Employees~~-Local Union No. 346 (Non-Licensed Essential Unit)
- (d) ~~Employees~~, American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 667 (Courthouse Unit)

(e) American Federation of State, County and Municipal Employees, AFL-CIO, Local Union No. 1283#667 (Health & Human Services Unit)

(f) International Union of Operating Engineers, Local #49

~~Section H.~~Section G. **Other Agreements:**

Employees who are subject to an individual agreement with the County Board shall be exempt from those provisions of this Manual which are inconsistent with the provisions of such an agreement.

~~Section I.~~Section H. **Management Rights**

The County Board retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish work schedules, and to perform any inherent managerial function not specifically limited to by current collective bargaining agreements, this Personnel Policies and Procedures Manual, County Board resolutions, and state and federal statutes.

ARTICLE II DEFINITION OF TERMS

The following words and phrases in the Personnel Policies and Procedures Manual shall have the meaning as indicated.

Anniversary Date - The first day of work with the County shall be the employee's date of hire and shall become the employee's anniversary date. ~~The date a person begins employment with the County.~~ This date is used for the determination of eligibility for benefits and some benefit levels. An employee's anniversary date will remain the same, unless he or she has an unpaid leave of absence from work of 31 calendar days or more. If an employee has such a leave of absence, his or her anniversary date will be adjusted forward by the number of days leave beyond 30 calendar days. The new date will become the employee's "adjusted" anniversary date. The employee's date of hire will remain the same, regardless of any time away from work. A leave of absence of 30 calendar days or less will not affect the employee's anniversary date. An employee's anniversary date may also be adjusted when he or she is promoted, demoted, or transferred to a new job classification within the County. Employees who terminate, and are rehired at a later date, will start their employment over with a new hire date and anniversary date.

Arbitration - The process of submitting a dispute or an unresolved grievance to an impartial third party for a binding decision.

At-Will Employee - The employer is free to terminate an employee for any reason, or for no reason at all, as long as it is not an unlawful reason. The employee is also free to terminate employment at any time.

Background Check - Verification of information provided on application, resume, or during an interview and a review of criminal records. The individual must sign a release of information form.

Bargaining Unit - A group of employees with a clear and identifiable community of interests who are represented by a labor union in collective bargaining and other dealings with management. The bargaining unit is defined and set forth in the Certification of Exclusive Representative issued by the Minnesota Bureau of Mediation Services, recognized by an employer and the Minnesota Bureau of Mediation Services as designated for representation by a labor organization.

Class - One or more positions sufficiently similar with respect to duties and responsibilities; that the descriptive title may be used with clarity to designate each position allocated to the class; that the same general performance qualifications are applicable or that the same level of compensation can be applied.

Classification - The act of grouping positions into classes with regard to duties, educational requirements, and responsibilities.

Comment [BJD10]: Sent to Dee for review/comment. Ask Dept Heads if they have a preference. Do they want anniversary dates adjusted when the employee is on an unpaid LOA or more than 30 days, or left "as is"? YES - ADJUST SO IT APPLIES TO SENIORITY (if union CBA is silent) AND BENEFIT ACCRUAL INCREASE DATES. IT WILL NOT APPLY TO PAY STEP INCREASES BECAUSE ALL STEPS WILL BE ISSUED ON JANUARY 1ST. Aiming for consistency one way or the other, county-wide. Q for Dee - are the benefit accrual gates adjusted? (If only applied to step increase dates for pay - it is not important since those have been switched to January 1st.)

Comment [BJD11]: For comparison/discussion w/DHs - AFSCME employees accrue seniority for a period of 30 calendar days only when they are on an unpaid leave of absence. Their anniversary date is adjusted for unpaid days, from day #31 until return to work. YES, APPLY THE SAME, PER DEPT HEADS.

L49 has no LOA language.

Teamsters has no 'anniversary date adjustment' language.

Comment [BJD12]: Insert link to form.

Compensatory Time Off - Paid time off given to reimburse an employee for extra time or effort expended, usually in lieu of overtime pay.

Confidential Data on Individuals - Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

Confidential Employee - An employee who as part of the employee's job duties: (1) is required to access and use has access to labor relations information; or (2) actively participates in the meeting and negotiating on behalf of the public employer.

County Board - The elected Aitkin County Board of Commissioners.

Department Head - A director of a County department as designated by the Board of Commissioners or elected to a County office by the public. Department Heads are considered exempt from the requirements of the Fair Labor Standards Act and are excluded from the Minnesota Veterans Preference Act in discipline, discharge or job elimination. Department Heads are defined as follows:

<u>Appointed:</u>	<u>Elected:</u>
County Administrator	County Attorney
County Assessor	County Auditor
County Engineer	County Recorder
Economic Development/Forest Industry Coordinator	County Sheriff
Environmental Services Director	County Treasurer
Health and Human Services Director	<i>Elected officials are excluded from provisions of this Personnel Policies and Procedures Manual, such as Employee Benefits, except for insurance, and other provisions as noted within as well as any section pre-empted by their duties and privileges in accordance with Minnesota Statutes.</i>
Human Resources Director	
IT Director	
Land Commissioner	

Comment [BJD13]: Updated per statute. (c) "Labor relations information" means management positions on economic and noneconomic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position

Comment [BJD14]: New

Employee - A person holding a paid position within the County.

Employer - County of Aitkin.

Essential Employee - Firefighters, peace officers subject to licensure under Minnesota Statutes Sections §626.84 to §626.863, 911 system and police and fire department public safety dispatchers, guards at correctional facilities, confidential employees, supervisory employees, assistant County attorneys, assistant city attorneys, principals, and assistant principals.

Exempt Employee - All bona fide professional, administrative, and executive employees who do not receive overtime and are exempt from the requirements of the Fair Labor Standards Act.

Exit Interview - A structured interview conducted at the time of separation from employment.

Flex Schedule - A scheduling plan that permits employees to provide input regarding their work hours while meeting the needs of the County and with Department Head approval.

Full-time - Employees scheduled to work the normal workweek of the organization.

Job Bidding - A technique that permits individuals in the organization who believe that they meet the job requirements to apply for a job within the County.

Job Description - See Position Description. A written document identifying the purposes, duties, responsibilities, and accountabilities of a job. Essential and non-essential duties are documented as required by the Americans with Disabilities Act (ADA).

Job Evaluation - A systematic way of determining the value of a job in relation to other jobs in the organization for the purpose of establishing a rational pay structure. The position description is the basis for a job evaluation. The result consists of assigning jobs to salary grades. process in which management determines the relative value of a job as compared to other similar jobs in the organization.

Layoff - Dismissal or suspension of an employee due to lack of work or budgeting constraints. The layoff they can be temporary or permanent.

Long-Term Disability Insurance - An insurance plan to pay benefits to a covered disabled person as long as he or she remains disabled. An insurance policy with benefits that begin for covered employees on the 91st day of a qualifying disability and are payable for injury, sickness or pregnancy up to the employee's normal retirement age, as defined by Social Security. (Teamsters and L49 members have separate disability insurance included with their union Health Fund plan; refer to the union's plan documents for disability insurance information.)

Minimum Qualifications - The minimum requirements and experience necessary to perform and/or obtain a given job.

Near Miss - A potentially serious situation or series of events that could have resulted in injury.

Non-exempt - Employees who are subject to minimum wage and overtime requirements under the Fair Labor Standards Act (FLSA).

Organizational Chart - A diagram showing the relationships between various positions within the organization.

Comment [BJD15]: Insert link to the County Administrator's organizational chart.

Orientation - Introduction given to new employees regarding the organization's strategic vision, environment, policies and procedures.

Overtime - Hours worked in excess of a regular work weekday or a work day under a flexible schedule. Overtime compensation will be based on status under the Fair Labor Standards Act (FLSA) unless addressed otherwise in this Personnel Policies and Procedures Manual. Employees shall be paid at the rate of one and one-half (1 1/2) times the regular straight time rate of pay for all hours worked beyond 40 hours in a work week. Accrued time off benefits, including, but not limited to PTO and personal leave do not count as "time worked" for purposes of computing overtime. Holiday Pay does count as time worked for purposes of computing overtime.

Part-time - Employees scheduled to work less than a full-time work schedule.

Performance Appraisal - A system to review, and evaluate, coach and set goals related to an individual's work performance.

Performance Management - An ongoing process of communication between a supervisor and an employee that occurs throughout the year, in support of accomplishing the strategic objectives of the organization.

Personnel Committee - Comprised of two Commissioners appointed by the Board, County Administrator, and Human Resources Director. The purpose of the Personnel Committee is to ensure Board oversight of administrative personnel activities. The Personnel Committee is not a decision-making body and may only make recommendations to the County Board or County Administrator. The Personnel Committee has wide latitude to request information and reports related to personnel from Administration and Human Resources.

Position Description - A written summary of information and tasks necessary to perform a job which includes, but is not limited to, a job summary, essential functions, minimum qualifications, knowledge, skills and abilities required, physical activity requirements, FLSA status, and other relevant job information.

Private Data - Data which is made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of that data.

Probationary Period - A period of time during which a new employee is required to demonstrate a satisfactory capability of performing the duties of the position.

Professional - Occupations that require specialized knowledge acquired through college training, other related training, or through work experience.

Public Data - Data which is accessible to the public in accordance with the provisions of Minnesota Statutes §13.03.

Regular Full-time Employee - A full-time employee who has successfully completed the probationary period.

Comment [BJD16]: Ask Nate for a statement that can be shared which describes a picture of the "preferred future" - how the future will look if our organization meets its mission. (Is there going to be a separate mission statement that states the overall purpose and describes what we do, for whom, and the benefit?)

Comment [NB17]: This is good for this spot

Comment [BJD18]: Insert OT after 40 hours "worked"??? Need to discuss. Do DHs want to pay OT after 40 hours "worked" or allow accrued time to generate overtime pay? DHs want holiday pay to count as "hours worked". Not clear on PTO/personal leave, what is Nate's preference?

NOTE: These hours currently count as "time worked" for purposes of calculating overtime in the CBA's: AFSCME Cthse and HHS: Holidays count as time worked for the purpose of calculating OT. Does not state that sick/vac will be counted as "time worked", but past practice has allowed it. L49: Does not state that vac, sick, personal, or holiday hours will be counted as "time worked" for purposes of calculating OT. Teamsters, all units: Holidays count as time worked for the purpose of calculating OT.

Dee - please verify "past practices" if any different than above.

Comment [NB19]: I think this would be as good of a time as any to ensure that the practice of overtime even when using accrued time is charged. Ask Kristi for legalities.

Comment [BJD20]: New insert. Draft to discuss with Dept Heads. If inserted, this will require DHs to reject non-union timesheets that enter OT prior to 40 hours actually worked during weeks when PTO or personal leave is used.

Comment [NB21]: Changed to over single day per department head discussion

Comment [BJD22]: http://www.dol.gov/whd/overtime/fs17d_professional.pdf

Regular Part-time Employee - An employee who works less than the standard work hours and was hired for service duration in excess of one year, and who has successfully completed the probationary period.

Resignation - The voluntary termination of employment by an employee.

Salary - Fixed compensation paid bi-weekly.

Seasonal Employee - A temporary employee hired to cover increased workloads due to peak business demands. Seasonal employees are not eligible for benefits and the position duration is generally not for more than 67 working days in any calendar year; or not for more than 100 working days in any calendar year if the employee is under the age of 22 and is a full-time student enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as a student during or after their temporary employment with the County.

Seniority - Status determined by the continuous length of time an employee has worked for the organization.

Short-Term Disability Insurance - A voluntary insurance policy with benefits that begin on the 15th day of a qualifying disability and are payable for accident or sickness up to 11 weeks or until LTD begins, whichever is earlier. (Teamsters and L49 members have separate disability insurance included with their union Health Fund plan; refer to the union's plan documents for disability insurance information.)

Supervisor - An employee delegated responsibility for the day to day administration of a work unit.

Suspension - A forced leave of absence with or without pay for disciplinary purposes or pending investigation of specific charges made against an employee.

Temporary Employee - An employee hired for a pre-established period of time which may not exceed twelve months. Temporary employees work standard work hours but are not seasonal. Temporary employees are not eligible for benefits.

Termination - a voluntary resignation, involuntary discharge, or discontinuation of employment with the County.

Transfer - A lateral movement from one job to another of the same classgrade level. A transfer can include moving from one department to another department.

Veteran - Applicants and employees who are entitled to veteran's preference as defined by Minnesota Chapter 196.

ARTICLE III EMPLOYMENT

Section A. Equal Employment Opportunity Policy Statement

Purpose: To affirm Aitkin County's policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes §363.

Aitkin County will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, citizenship, sex, marital status, pregnancy, disability, public assistance status, age, sexual orientation, political affiliation, veteran status, genetic information, local human rights commission activity, or other protected-class status.

Aitkin County will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices included, but are not limited to, the following: hiring, ~~upgrading~~ promotion, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination and rates of pay or other forms of compensation.

Aitkin County will use its best effort to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontracts for construction projects that this County engages in.

Aitkin County fully supports incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.

Any employee of this County, who does not comply with the Equal Employment Opportunity Policies and Procedures as set forth in this statement, will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes §363 will be subject to appropriate legal sanctions.

If any employee or applicant for employment believes he/she has been discriminated against, he/she should contact the County Administrator or the Human Resources Office, Aitkin County Courthouse, 217 2nd Street NW, Room 134, Aitkin, MN 56431 or (218) 927-7276/7306.

Chairperson – Aitkin County Board of Commissioners

Date

Section B. Recruitment Procedures

Purpose: To ensure consistent procedures are utilized to recruit the best possible candidate in the most efficient way possible for each position.

Comment [BJD23]: Moved the Job Posting section here and edited/combined in text below. Eliminate duplication.

Comment [BJD24]: New

Subd. (1) Roles and Responsibilities

- (a) The Human Resources Director or designee has the primary responsibility for coordinating ~~recruiting~~ recruitment, screening, interviewing and facilitating ~~hiring~~ hiring recommendations ~~the of hire of~~ of new employees. The Human Resource Director or designee will be the primary point of contact for all applicants until a conditional job offer has been made.
- (b) The Department Head or ~~supervisory~~ designee is responsible for making the final recommendation on all job offers.
- (c) The County Administrator must approve the recommendation for a previously budgeted position.
- (d) The Aitkin County Board of Commissioners must approve the recommendation for a newly created or unbudgeted position.

Comment [BJD25]: New

Subd. (2) All County Job Openings will be ~~Posted~~

Comment [BJD26]: Insert link to internal job posting form and external ad template.

- (a) ~~All Non-union~~ job openings will be posted internally ~~to all employees~~ and advertised externally simultaneously, ~~unless the County is precluded from doing so by a collective bargaining agreement~~. Each notice will include the posting date, job title, department, position description, pay range, and closing date. Qualified County employees ~~who apply~~ will be given consideration ~~(3/24/92)~~.
- (b) All bargaining unit job openings will be posted according to applicable collective bargaining agreements.
- (c) ~~All~~ Employees ~~(probationary and non-probationary)~~ ~~who have been at their present job assignment for at least six (6) months~~ are eligible to apply for internal vacancies or transfers, unless ~~they meet the Minnesota Merit System requirements or~~ an applicable collective bargaining agreement provides otherwise.
- (d) If applicable, employees must be Merit System eligible. ~~All HHS Department positions are hired from Merit System registers, except the HHS Director position which is exempted from merit personnel system coverage (5 CFR 900.602)~~. Minnesota Merit ~~Service System's~~ online application center and hiring practices shall apply where applicable.

Comment [BJD27]: EEO. Discuss w/Nate. I would prefer to see "all" employees be eligible to apply for county job openings at "any" time. *Discussed w/ Department Heads. Ok w/them, noted HHS AFSCME Agreement provides otherwise.

Section C. Hiring Practices

Purpose: To fill newly created or vacant County positions.

Subd. (1) County Application

~~Attachment 3A~~

Application forms and position descriptions are available in the Administration Department, Human Resources Office. Completed application forms are to be submitted to the Human Resources Director or designee before the published deadline. Late applications will ~~not be accepted or considered~~, be considered as allowed by law.

Formatted: Normal

Subd. (2) Designation of Data (§13.43, Subd. 3)

Except for applicants to undercover law enforcement officer positions, the following personnel data on current and former applicants for employment by the County is public data:

- (a) Names of applicants when determined to be eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position. For purposes of this section, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.
- (b) Veteran status.
- (c) Relevant test scores.
- (d) Rank on eligible list.
- (e) Job history.
- (f) Education and training.
- (g) Work availability.
- (h) Personnel examinations and answer keys are nonpublic data, except pursuant to valid court order.

Comment [NB28]: I believe that when we post positions we should say "apply by ___ for best consideration" or something of the like. *Implemented e/o week advertising of all.

Comment [BJD29]: Look up, is this new?

Comment [NB30]: Yes – in general – I want to limit the inclusion of forms in the personnel policy. The policy should state that we must create appropriate forms. That way if there are changes that must be made because of legal issues, etc... we don't have to go to the board for a minor form modification.

Subd. (3) Applications For and the Filling of Vacancies

The following procedure will be followed:

- (a) Aitkin County will afford employment to the applicant possessing the best qualifications that fit the requirements of the job regardless of race, color, creed, religion, national origin, citizenship, sex, marital status, pregnancy, disability, public assistance status, age, sexual orientation, political affiliation, veteran status, genetic information, local human rights commission activity, or other protected-class status.
- (b) Job requirements will be posted and included on the position description.

- (c) A high school education diploma or equivalent is generally required as consideration for employment.
- (d) Any testing requirements will be conducted by the Human Resources Director or designee or by the Minnesota Merit System and will only be used for testing skills specifically required for the job.
- (e) Where applicable, Minnesota Merit System's online application center and hiring practices will be used.
- (f) All applications will be required to be completed on the Aitkin County official application forms, including candidates selected for interview from the Minnesota Merit System register. Resumes may be requested on a case by case bases, but must be attached to the completed application form.
- (g) When an opening exists or is contemplated for a bargaining unit position, applicable provisions from a collective bargaining agreement shall be followed.
- (h) Job applications are to be submitted for a designated position and must be received before the published deadline, if applicable.

Comment [BJD31]: For clarification.

Subd. (4) Advertisement for External Applicants:

Sources for recruiting employees from outside are listed below:

- (a) Advertising will be placed on the County's website, in the officially designated County newspaper, and sent to the Grand Rapids WorkForce Center, Aitkin WorkForce Center, Brainerd WorkForce Center, and the Director of the Mille Lacs Band of Ojibwe. The advertisement of any County position will appear in the designated County newspaper twice, two editions. Additional advertisements may be placed as recommended by the Department Head, Human Resources Director, County Administrator and/or County Board.
- (b) Job applications from the general public for employment will only be accepted in the event that there are position vacancies.

Comment [BJD32]: Note, this conflicts with Article III, Section B, new insert which reads – late applications will be considered as allowed by law. Discuss intent w/Nate. Make consistent one way or the other. *Insert "if applicable"...see also comment below.

Comment [NB33]: We can choose a deadline - or say "open until filled"

Subd. (5) Position Description

- (a) If the Department Head or County Administrator determines that the position description needs to be reviewed and updated, the Human Resources Director or designee will assist the Department Head to make revisions.
- (b) The County Administrator may approve revisions to the position description provided the classification of the position will not increase due to the updates.
- (c) The County Board must approve revisions to the position description if the revisions will result in an increase in classification.

Comment [BJD34]: New (a, b, c)

- (d) ~~The current job description for the position being advertised will be reviewed and updated if necessary by Human Resources Department after approval of the County Administrator. The Board must approve revisions if the Human Resources Department anticipates that a classification change may occur. The required evaluation procedure and point system final position description~~ shall be in place prior to any external recruiting advertising.

Subd. (6) Screening Process

- (a) All applications will be reviewed and screened by the Human Resources Director or designee for minimum qualifications. All candidates listed on the Minnesota Merit System Register are deemed to meet minimum qualifications.
- (b) The hiring Department Head or designee ~~will~~ can review qualified applications for further screening, if desired. The hiring Department Head or designee may request to view all applications received for the position, regardless of qualifications.
- (c) ~~The Department Head or designee will choose the candidates for interview, or will delegate this responsibility to a supervisor in the department and/or to an HR representative. The Human Resources Department will then do the final screening of this group. This final screening shall result in the candidates for the final selection interview.~~

Subd. (7) Interview

- (a) ~~The Human Resources Director or designee is responsible for coordination of interviews. Once the applications are screened and a determination has been made that applicants are eligible for a position, the following will take place:~~
 - (i) ~~Set up a time for the interview. Interviews will be set up in an office or room where there will be privacy and freedom from interruptions.~~
 - (ii) ~~An interview will begin with introductions, review of position description and duties.~~
 - (iii) ~~The candidate will be asked prepared interview questions. The same questions will be asked of all candidates being interviewed. Follow-up questions may be asked based on the individual's response.~~
 - (iv) ~~The length of the interview will depend on the type of job being filled.~~
- (b)(d) ~~The results of the interviews will be recorded on the interview questionnaire form. Best practices for interviews will be followed, as determined by legal counsel, the County Administrator, and Human Resources Director.~~

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Comment [BJD35]: New

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(e) The interview teams for all positions will include at least one employee of the county who has attended training on employment law and best practices related to interviews, ~~representative from the Human Resources Department~~, the Supervisor or designated representative, and the Department Head or designated representative. County Board representative(s) may participate in the interview portion of the hiring process if the opening is for a Department Head position. The Human Resources Director or designee will participate in the interview portion of the hiring process at the request of the Supervisor or Department Head, as periodically requested by the County Administrator, and when there is no one on the interview team who has attended a training on employment law and best practices related to interviews as conducted by the county's labor attorney.

Comment [BJD36]: New

Comment [BJD37]: New

(f) Any candidate not receiving an interview will be notified in writing or via email. If a candidate is interviewed, but not selected for the position, the Human Resources Director or designee shall notify the candidate. The Human Resources Director or designee shall be responsible for notification to the candidates.

Subd. (8) Conditional Job Offer

(a) The Human Resources Director will bring the recommendation of the Department Head to hire to the County Administrator or County Board (whichever is applicable) for final approval.

Comment [BJD38]: New

(b) The Human Resources Director or designee and the Department Head or designee will review and evaluate the experience and qualifications of the applicants for a position and may assign experience credit deemed reasonable. This will be the starting salary proposed to the County Administrator for approval of the applicant.

Comment [BJD39]: Consistent with the Non-union Compensation Guidelines

(c) Once a candidate is selected for the position, a verbal conditional job offer will be made by the Human Resources Director or designee. ~~At that time, the candidate is informed of:~~

Comment [BJD40]: New (is current practice)

~~(d) The beginning wage for the position.~~

~~(e)(c) To expect a written conditional job offer letter.~~

~~(f) The conditional job offer letter will include:~~

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~~(i) The date the conditional job offer was made.~~

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~~(ii) The date when the candidate accepted the conditional job offer.~~

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~~(iii) The conditional starting date, if determined.~~

~~(iv) The statement that a conditional job offer is pending the results of a pre-employment physical, references check(s), background check(s), proof of eligibility for employment and final County Administrator or County Board approval.~~

- (v) — Insurance, vacation, sick leave, and personal leave information.
- (vi) — The starting wage.
- (vii) — When the individual may expect a wage increase.
- (viii) — Information regarding the County's two-week hold back procedure on pay.
- (ix) — The probationary period.
- (x) — To whom and where to report on the start date.
- (xi) — The union collective bargaining agreement, as applicable.

Subd. (9) Reference and Background Checks

- (a) Employment ~~and personal~~ references will be checked on all candidates conditionally offered employment with Aitkin County.
- (b) Criminal background checks will be done by the HR Director or designee, through a firm specializing in background investigation and pre-employment screening services, by the Bureau of Criminal Apprehension, and/or by the Aitkin County Sheriff's Department on the candidate conditionally offered employment with Aitkin County and in accordance with the law.

Subd. (10) Pre-Employment Physical

- (a) Candidates in selected job classes who have received a conditional offer of employment will be required to pass a Health Screening/Pre-Employment Physical, Attachment 3B.
- (b) The Health Screening/Pre-Employment Physical shall be conducted by a local medical facility, at no cost to the applicant.
- ~~(c) Class I Pre-Employment Physicals will be completed at a local medical facility at no cost to the applicant.~~
- ~~(d)~~
- ~~(e) Class II and III Pre-Employment Physicals will be completed at a local medical facility at no cost to the applicant.~~
- ~~(f)~~
- ~~(g)~~ (c) The Human Resources Director or County Administrator may approve an alternate pre-employment physical site when deemed necessary.

Subd. (11) Hiring Of Relatives

Comment [BJD41]: Abbreviated. List is OK w/Dept Heads... Pre-employment physicals are currently done for these types of positions (excludes subs/seasonal/temps unless listed below): Appraisers, Assistant Engineer, Engineering Techs, Hwy Foreman and Asst, Jail Admin and Asst, Asst Land Cmsr, Mechanics, Zoning and E.S. field staff, IT line staff, Cooks, Maint Staff and Custodians, Deputies/Sgt/Inv., Jail/Dispatch Staff, Econ Dev/FIC, Food Service Coord, Land Survey Coord, GIS Coord, F/Parks Techs, Foresters, Equip Operators, Instructor Naturalists, Land Dept Laborer, Seasonal Naturalists, Undersheriff, Survey Tech, Forest Inv. Spec., Social Workers, PHN, Hwy ROW. They are not currently done for office/desk type positions.
Discuss DH preferences. Budget item. Attachment 3B (form).

- (a) The employment of relatives in the same area of an organization may cause conflicts. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment may be carried into day-to-day working relationships.
- (b) Relatives of persons currently employed by Aitkin County may be hired only if they will not be working directly for or supervising a relative within the organization. This policy applies to any relative person, higher or lower in the organization, who has the authority to review employment decisions. Aitkin County employees cannot be transferred into such a reporting relationship.
- (c) For the purposes of this section, a relative includes: child, step-child, parent, step-parent, sibling, step-sibling, grandparent, grandchild, the employee's fiancé, spouse, spouse's parent, spouse's step-parent, spouse's sibling, spouse's step-sibling and any other person whom the employee has been declared legal guardian.

Subd. (12) Employee Dating Relationships outside of the workplace

Comment [BJD42]: New section

Aitkin County desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can potentially result from intimate relationships involving managerial and supervisory employees in the County or certain other employees in the County.

Accordingly, Department Heads and Supervisors are discouraged from fraternizing or becoming romantically involved with one another or with any subordinate employee in the department. Additionally, all employees, both managerial and non-managerial, are discouraged from fraternizing or becoming romantically involved with other employees, when, in the opinion of the County, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

An employee involved with a supervisor or fellow employee should immediately and fully disclose the relevant circumstances to the County Administrator so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If an actual or potential conflict exists, the County may take whatever action appears appropriate according to the circumstances, up to and including transfer or discharge. Failure to disclose facts may lead to disciplinary action, up to and including termination.

All employees should also remember that the County maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The County will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

Comment [NB43]: Focus on supervisor subordinate relationships

Section D. Orientation

Purpose: To clarify a new employee's role in the organization as a whole and to explain applicable personnel policies and procedures and/or provisions of the applicable collective bargaining agreement. The Human Resources Director or designee, the Payroll Technician, and the individual's immediate Supervisor share the responsibility for orientation.

~~Subd. (1)~~ Subd. (13) The orientation of a new employee is the final step in the hiring process. The County has a three-phase orientation program for all new employees:

(a) Phase I Payroll and Benefits Department Orientation - Full Time Employees (Payroll Technician)

~~(b) Phase IA - Payroll Department - PT/Casual/Temp Employees~~

~~(e)~~ (b) Phase II General Orientation, Policies, and Training (HR Director or designee)

~~(d)~~ (c) Phase III Position, Department, and Social Orientation (Immediate Supervisor)

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Section E. Probationary Period

Purpose: To provide a time frame for the employee's supervisor to observe the employee's fitness for continued employment with the County. The probationary period shall be utilized by supervisors to closely observe the employee to determine whether the employee will be able to meet the Department demands and become a contributing member to the County's workforce or whether it is necessary to remove the employee whose performance does not meet the required work standards.

Comment [BJD44]: The Non-union Compensation Guidelines simply states: All newly hired or promoted employees will be on a probationary period for six calendar months unless specified otherwise by statute. Employment may be terminated for any reason during this period.

Subd. (1) All County employees will serve and successfully complete a probationary period.

~~a)~~ All newly hired or promoted non-union employees will be on a probationary period for six (6) calendar months unless specified otherwise by statute (Veterans Preference §197.46 or other). ~~The probationary period may be extended up to 90 days at the request of the Department Head.~~ Employment may be terminated for any reason during this period unless specified otherwise by statute. ~~Non-Union County employees shall serve a 6 probationary period. The initial 6 month probationary period may be extended.~~

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Comment [BJD45]: New

Subd. (2) Upon request of the Department Head, the County Administrator may extend the probationary period by up to 6 months. Under no circumstances may a probationary period exceed 12 months. The employee will be notified in writing and informed of performance deficiencies and offered assistance to improve performance.

Subd. (3) If the employee takes a leave of absence while on probation, the probationary period shall be extended by a period of time equal to the total number of calendar days on leave.

Comment [BJD46]: New

Subd. (4) Union employees will follow the probationary periods as they are defined in the applicable collective bargaining agreement.

Subd. (5) Probationary employees are eligible to apply for other positions for which they are qualified.

Section F. Access To Personnel Files

Comment [BJD47]: Laundry list of Personnel Records removed.

Purpose: Aitkin County maintains a personnel file on each employee. Personnel files are the property of Aitkin County. Aitkin County allows access to personnel files in accordance with applicable law.

Subd. (1) Personnel files are kept in the Administration Department, Human Resources Office. Payroll files are kept in the County Auditor's Office.

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Subd. (2) Access

Employees are permitted reasonable access to their personnel files, including medical, workers' compensation, and immigration files, by appointment during regular business hours. A request for access by an employee must be submitted in writing to the Human Resources Director or designee.

Subd. (3) Copies

Employees may receive a copy of any information in their personnel file at the expense of the County.

Subd. (4) Additions and Corrections

Employees are permitted to propose the addition of material and changes to any information in their personnel files. A proposal to add information or change information is subject to review by the immediate supervisor and the Human Resources Director. If there is a dispute between the supervisor and the employee concerning any added or corrected information, a meeting will be set up with the employee, supervisor and Human Resources Director to resolve the disagreement.

Subd. (5) Access by Other Employees And Supervisors

(a) Personnel records and medical, workers' compensations, and immigration files of employees may be accessed by other employees and supervisors on a need-to-know basis in the course of performing their job functions and in accordance with applicable laws.

(b) In other situations, personnel records and other data on employees may only be accessed pursuant to the Minnesota Government Data Practices Act, Minn. Stat. [§13.01](#) et seq.

Subd. (6) Access by Former Employees

Former employees may have reasonable access to their personnel records in accordance with applicable laws.

Subd. (7) Documents Contained in the Personnel File

~~No information will be added to any personnel file without informing the employee. Employees shall be notified of any entry to their personnel file concerning performance evaluations or discipline.~~ Payroll records, such as Forms I-9, W-2, and timesheets, shall be maintained in the Auditor's ~~Department Office~~. Employee medical information will be kept in a separate medical file. Workers' compensation information will be kept in a separate workers' compensation file.

Section G. Hours Of Work

Comment [NB48]: FLSA information

Comment [BJD49]: Review entire section.

Purpose: To define the schedule of work hours for Aitkin County employees as determined by operational needs and demands of Aitkin County. Hours of work generally include all of the time an employee is on duty at the employer's establishment or at a prescribed work place, as well as all other time during which the employee is suffered or permitted to work for the employer.

Subd. (1) The normal workweek of the organization is Monday through Friday, 8:00 a.m. to 4:30 p.m.; however, it is expected that all staff will provide service necessary to carry out the functions of their position which includes weekends and evenings as required. Department Heads are authorized to establish schedules to meet the business needs of their department.

Subd. (2) Flexible Schedules

(a) Flexible hours for non-exempt staff may be arranged with the Department Head or designee provided the normal scheduled hours worked fall between 6:00 a.m. and 7:00 p.m.

Comment [BJD50]: New

(b) A flexible schedule is an agreed upon schedule that meets the business needs of the Department and meets with the approval of the employee which is outside of the normal business day. The expectation under a flexible schedule is that employees are accountable to begin and conclude work for the day at the agreed upon, scheduled time.

(c) Flexible schedules may not include scheduled work days longer than 10 hours and should generally not incur overtime pay.

Subd. (3) Alternate Work Sites and Telecommuting

- (a) Utilizing alternate work sites and telecommuting is an administrative option not an employee benefit. ~~An employee may request to.~~ Upon agreement of the department head an employee may be allowed to report to an alternate work site or to telecommute but the decision to allow it will be based on the business needs of the County and the Department.
- (b) Alternate work sites and telecommuting requires support from the Department Head and approval of the County Administrator. Alternate work sites and telecommuting is not appropriate for every job at the County. Alternate work sites and telecommuting agreements may be revoked by management at any time for any reason.
- (c) The necessary tools, technology and services must be readily available at the alternate work site. The County will provide the necessary technology equipment to perform necessary duties. The County will not assume responsibility for operating costs, home maintenance or other costs incurred by the employee in the use of a residence for telecommuting. ~~Agencies may use appropriate funds for other telecommuting costs.~~ (i.e. if an employee voluntarily opts to accept a telecommuting agreement; the County will not reimburse costs).
- (d) An employee's compensation and benefits, and the terms and conditions of employment will not change as a result of alternate work location or telecommuting. An employee who works from an alternate location or telecommutes is still accountable to all county policies, departmental rules and work direction. Employees at alternate work sites must maintain communications with supervisors as directed.

(e) Work Schedules

- (xii) — (i) _____ Alternate work sites or telecommuting ~~may not be used in conjunction with Flexible schedules. An employee voluntarily opting to utilize an alternate work site or to telecommute must work the standard work day of 8 am to 4:30 pmscheduling should be in accordance with the regular work day or under an approved flexible schedule.~~
- (xiii) — (ii) _____ All work rules regarding overtime, comp time, etc... apply to employees under this section.

(f) Requirements

- (i) An agreement must be signed by the County Administrator, Supervisor, Department Head and employee prior to beginning any alternate work site or telecommuting.
- (ii) There must be clear and mutually understood methods that are documented in the agreement for measuring and evaluating the work of and holding accountable an employee who is working at an alternate site or telecommuting.
- (iii) All employees must be required to have at least 8 hours per week of time reporting to the normal work site.

Comment [NB51]: This policy is a very early draft. Still needs legal review. Department heads should review for concept and make recommendations before full legal analysis.

Subd. (4) Meal Periods

The employee must be completely relieved from duty for the purpose of eating regular meals. The employee is not relieved if he or she is required to perform any duties, whether active or inactive, while eating. If the employee is not completely relieved from duty, the meal period must be counted as hours worked. For example, an employee who is ~~permitted~~ **required** to remain at his/her desk while eating lunch and regularly answers the telephone and refers callers is working. This time must be counted and paid as compensable hours worked because the employee has not been completely relieved from duty.

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Subd. (5) Lectures, Meetings and Training Programs

Attendance at lectures, meetings, training programs and similar activities are not counted as working time if four criteria are met, namely: it is outside normal hours, it is voluntary, not job related, and no other work is concurrently performed.

Subd. (6) Travel Time

The principles which apply in determining whether time spent in travel is compensable time depends upon the kind of travel involved. The County will observe all FLSA standards related to travel time and compensation. Compensation for travel time is typically at the discretion of the Department Head.

~~(a) Home to Work Travel: An employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel, which is not work time.~~

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~~(b) Home to Work on a Special One Day Assignment in Another City: An employee who regularly works at a fixed location in one city is given a special one day assignment in another city and returns home the same day. The time spent traveling to and returning from the other city is work time, except that the employee shall deduct/not count that time the employee would normally spend commuting to the regular work site.~~

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~~(c) Travel that is All in a Day's Work: Time spent by an employee in travel as part of their principle activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.~~

~~(d) Travel Away from Home Community: Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The time is not only hours worked on regular working days during normal working hours, but also during corresponding hours on nonworking days. Although not required by the FLSA, time spent traveling outside of regular working hours as a passenger on an airplane, train, bus, or automobile will also be is not considered work time.~~

Comment [BJD52]: Per Jim Ratz, the employee is still covered if an accident occurs, but per FLSA the employer doesn't have to pay for that time.

Comment [BJD53]: New. Includes FLSA details.

Subd. (7) Rest Break

Employees scheduled to work four (4) or more continuous hours shall be allowed a paid fifteen-minute break within each four (4) hour period at times designated by their supervisor.

Comment [BJD54]: New

Subd. (8) Break Time for Nursing Mothers

Comment [BJD55]: State law:
<https://www.revisor.mn.gov/statutes/?id=181.939>

Federal law:
<http://www.dol.gov/whd/regs/compliance/whdfs73.htm>

In accordance with MN Statute 181.939 and in recognition of the well documented health advantages of breastfeeding for infants and mothers, nursing mothers shall be provided reasonable break time to breastfeed or express milk using their normal breaks and meal times. For time that may be needed beyond the usual break times, employees may use personal leave or make up the time as negotiated with their supervisor. A lactation space, other than a restroom, that is private and sanitary, includes an electrical outlet and has a lock will be provided and identified by Department Head for breastfeeding employees.

- (a) Expressed milk may be stored in County refrigerators as long as the milk is properly stored and labeled.
- (b) Employees may contact a Public Health Nurse to review equipment and other resources available for Aitkin County breastfeeding employee use. Interested employees are expected to arrange for this during their personal time.
- (c) Employees who wish to express milk during the work period shall keep their supervisors, department heads and HR Department advised of any necessary requests to ensure that appropriate accommodations can be made to satisfy the needs of both the employee and the County.

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Subd. (9) — Nursing mothers shall be provided reasonable break time to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. Employees seeking to utilize this break time shall notify the Department Head who will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, and which includes access to an electrical outlet, that can be used by the employee to express breast milk in privacy. The break time for nursing mothers is unpaid unless it runs concurrently with the employees rest break as outlined in Subd. (8) above. (Minnesota Statutes §181.939.)

Subd. (10) Subd. (9) Compensatory Time

Employees are not eligible for accrual of compensatory time, unless otherwise provided by a collective bargaining agreement.

Section H. **FLSA Safe Harbor For Exempt Employees**

Comment [BJD56]: New Section.

Subd. (1) ~~Exempt employees are not required to account for their work time on an hourly basis, or to clock in and out to show that they are working a specific number of hours or arriving at a specific time. However,~~ Department Heads or Supervisors may require exempt employees to work a ~~specific~~ schedule, to record daily attendance, and to record and track hours for billing or other business related purposes that are directly related to the exempt employees' job duties. ~~Department Heads and supervisors will familiarize themselves with FLSA rules and regulations to ensure no exempt employee's FLSA protections are infringed upon.~~ ~~Without affecting their exempt status. As an example, if an exempt employee supervises non-exempt staff who must be at work 8:00 a.m. to 4:30 p.m., the exempt Supervisor may be required to work during those same hours to supervise properly. In general, exempt employees are expected to work the normal County work day, or an approved flexible schedule.~~

Subd. (2) ~~In accordance with the Fair Labor Standards Act regulations, exempt employees who are required to be paid on a salary basis may not have their pay reduced for variations in the quantity or quality of work performed. Employees who feel their pay has been improperly reduced should report this immediately following the procedures specified below.~~

Subd. (3) ~~Provisions Mandated by the Salary Basis Rules:~~

(a) ~~Exempt employees normally must receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked. However, exempt employees need not be paid for any workweek in which they perform NO work at all for the organization.~~

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(b) ~~Deductions from pay cannot be made as a result of absences due to the circumstances listed below. Such improper pay deductions are therefore specifically prohibited by Aitkin County, regardless of the circumstances. Department Heads or Supervisors violating this policy will be subject to investigation of their pay practices and appropriate corrective action in accordance with normal procedures.~~

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(i) ~~Jury duty.~~

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(c) ~~Attendance as a witness.~~

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(d) ~~Temporary military leave.~~

(e) ~~Absences caused by the employer.~~

(f) ~~Absences caused by the operating requirements of the employer.~~

(g) ~~Partial day amounts other than those specifically discussed below.~~

~~Subd. (4) — The few exceptions to the requirement to pay exempt employees on a salary basis are listed below. In these cases, deductions may be permissible as long as they are consistent with other company policies and practices.~~

~~(a) Absences of one or more full days for personal reasons other than sickness or disability. Partial days must be paid, however, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability.~~

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~~(b) Absences of one or more full days due to sickness or disability.~~

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~~Subd. (5) — Fees received by the employee for jury or witness duty, or for military leave, may be applied to offset the pay otherwise due to the employee for the week. However, no deductions can be made for failure to work for these reasons.~~

~~(a) Penalties imposed by infractions of safety rules of major significance.~~

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~~(b) Unpaid disciplinary suspensions of one or more full days in accordance with Aitkin County's disciplinary policy.~~

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~~(c) Deductions for the first and last week of employment, when only part of the week is worked by the employee, as long as this practice is consistently applied to all exempt employees in the same circumstances.~~

~~(d) Deductions for unpaid leave taken in accordance with a legitimate absence under the Family and Medical Leave Act.~~

~~Subd. (6) — Complaint Procedure:~~

~~(a) Employees who believe their pay has been improperly reduced should contact the Deputy Auditor/Payroll Technician or HR Director immediately and specify in writing the circumstances of the pay deduction and whether it has occurred on other occasions.~~

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~~(b) If the deduction was in fact improper, the employer will reimburse the employee as promptly as possible.~~

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~~(c) Subd. (2) — The resolution of the situation will be documented and placed with the employee's pay records. The County will observe all FLSA rules and regulations as they apply to exempt employees.~~

Section I. Performance Appraisals Management

Purpose: To provide communication between the employee and the immediate supervisor relating to job performance, work standards, the employee's performance strengths, and developmental needs.

Subd. (1) Once the performance appraisal process is completed, the evaluation will be sent to the Administration Department, Human Resources Office, and placed in the employee's personnel file.

Subd. (2) Probationary Employees

- (a) Performance appraisals will be conducted on all probationary employees during and prior to completion of the probationary period, typically at 3 months and 6 months.
- (b) The Department head or immediate supervisor is responsible for the appraisal.
- (c) The performance appraisal will be completed according to Aitkin County's Performance Appraisal Program form. [Attachment 3C](#)

Subd. (3) Employees

The Department head or immediate supervisor will conduct the performance appraisal process for supervisors and non-management employees on an annual basis.

Subd. (4) Department Heads

The County Administrator will conduct the performance appraisal process for [appointed](#) Department heads on an annual basis.

Subd. (5) County Administrator

The County Board will conduct the performance appraisal process for the County Administrator on an annual basis.

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Section J. Disciplinary Action

Purpose: To establish standard disciplinary procedures for employees who violate rules, regulations, or perform unsatisfactorily.

- Subd. (1) The progressive disciplinary system will be used as defined by Aitkin County's Disciplinary Action policy. The severity of the infraction will dictate the level of the first action taken, which may include, but not be limited to, verbal reprimand, written reprimand, demotion, suspension or termination.

Comment [BJD57]: From the Non-union Compensation Guidelines

Subd. (2) Disciplinary Measures

Different types of disciplinary measures may be used depending on the offense. Disciplinary measures include:

- (a) Personal Discussions - This measure is to be used when a problem arises that can be handled in an informal manner through discussions between the employee and the immediate supervisor.
- (b) Verbal Warning - This measure will be used when personal discussions have not resolved the matter. A statement by the immediate supervisor that the warning was given shall be placed in the employee's personnel file.

- (c) **Written Warning** - This measure involves a written statement to the employee referencing previous warnings and/or discussions regarding the problem, what the employee must do to resolve the problem to the supervisor's satisfaction, and indication of the consequences for not resolving the problem. The employee and supervisor shall sign written reprimands. If an employee refuses to sign a written reprimand, a notation of such shall be made on the reprimand. A copy of all written reprimands shall be placed in the employee's personnel file and retained therein.
- (d) **Suspension** - An employee may be suspended with or without pay for a period of up to thirty (30) calendar days and may be extended for cause as determined by the employer. A suspension may be used when previous disciplinary measures have been used and were then unsuccessful in resolving the problem, or when a problem or situation arises that may warrant an immediate suspension due to the seriousness of the offence.
- (e) **Termination** - This disciplinary measure may be used when attempts at resolving the problem have failed or the seriousness of the offense warrants termination. The termination notice with the reasons for termination will be stated in writing to the employee.

(f) Authority to conduct discipline up to and including termination is delegated as follows:

<u>County Board</u>	<u>All disciplinary action up to and including termination of all personnel</u>
<u>County Administrator</u>	<u>All disciplinary action up to and including termination of all personnel below department head level and. A</u> all disciplinary action up to termination of department head level positions. County Board approval is required for termination of department heads.
<u>Department Head</u>	<u>All disciplinary action up to written reprimand of personnel under the department head's authority</u>
<u>Supervisor</u>	Personal discussion, verbal warning and <u>counseling statements of personnel under the supervisor's authority</u>

(a) As a general rule, at the first notice of a complaint, the immediate supervisor shall handle the problem or concern informally and orally. If the problem is not corrected within a reasonable period of time, a written reprimand shall be issued. This shall be documented and kept in the employee's personnel file. The employee shall receive, by hand delivery, a copy of this document. If the problem is still not corrected, more severe forms of disciplinary action shall be used, up to and including termination. In some situations, more severe initial disciplinary measures may be used including termination.

(b) All disciplinary actions will be in conformity with the applicable collective bargaining agreement and applicable laws, including, but not limited to PELRA and Veteran's Preference laws.

Section K. Termination Of Employment

Purpose: To make the separation of employment with Aitkin County as amicable as possible for both the employee and the County.

Subd. (1) If a Department Head elects to terminate employment, at least twenty (20) working ~~days~~ notice shall be given to Aitkin County. All other employees who elect to terminate employment shall give at least fifteen (15) working ~~days~~ notice.

Subd. (2) An employee may be temporarily suspended or immediately terminated by the ~~Board~~ appropriate authority for just cause. The employee shall be notified of the action and the reason in writing at the time of the suspension or termination. If the employee feels that he or she has been suspended or terminated without just cause or that the period of suspension was unwarranted, the employee shall have the right to appeal under the grievance procedure, provided that objection is made in writing within ten (10) working calendar days of written notice of the suspension or termination. ~~If it is determined the suspension or the termination was without just cause, the County Commissioners shall order the appropriate remedial action.~~

Subd. (3) Involuntary Separations: Employees who are involuntarily separated, including layoff and discharge, shall be paid in full according to Minnesota Statute §181.13.

Subd. (4) Voluntary Separations: Employees who are voluntarily separated from employment shall be paid in full no later than the next regular payday.

Subd. (5) General Procedures

(c) Accrued benefits and/or severance pay may be granted in accordance with applicable collective bargaining agreements and pursuant to law.

(d) Employees will receive their final pay check in the same manner as previously received.

Comment [BJD58]: Minnesota Statute 197.46 grants most Veterans protection against unfair dismissals and demotions from most Minnesota public positions, without first providing the Veteran a VPA hearing. Spouses of Veterans are not included. Minnesota Statute 197.46 exempts the following public positions, "Nothing in section 197.455 or this section (197.46) shall be construed to apply to the position of private secretary, superintendent of schools, or one chief deputy of any elected official or head of a department, or to any person holding a strictly confidential relation to the appointing officer."

Comment [BJD59]: From the Non-union Compensation Guidelines

Comment [BJD60]: Nate, the labor attorney recommends eliminating "...for just cause" because it is not consistent with the "at will" designation.

Comment [BJD61]: From the Non-union Compensation Guidelines

- (e) It is the responsibility of the separating employee's immediate supervisor to assure that the employee returns all County property, keys and/or equipment, prior to the employee's receipt of the final paycheck. All expenses and credit cards should also be balanced and returned prior to the employee's receipt of the final paycheck.

Section L. Grievance Procedure

Purpose: To provide a method for the prompt and equitable resolution of disputes relating to the administration of the Personnel Policies and Procedures Manual.

Subd. (1) Union Contract Provisions

The grievance procedures found in applicable collective bargaining agreements shall be followed.

Subd. (2) Grievance Procedure for Employees Not Covered by a Collective Bargaining Agreement

It is the policy of the County to adjust all grievances promptly and fairly. To expedite resolution, two or more Steps may be combined by the parties, through mutual agreement, in writing. Grievances related to terminations shall start at Step 3.

- (a) Step 1: An employee claiming a violation concerning the interpretation or application of these Personnel Policies and Procedures shall, within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance in writing to the employee's Department Head. A response to the grievance shall be issued within ten (10) calendar days following a meeting with the Department Head or designee. Any grievance not appealed in writing to Step 2 by the employee within ten (10) calendar days shall be considered waived.
- (b) Step 2: If appealed, the written grievance shall be presented by the employee and discussed with the Human Resources Director within ten (10) calendar days. A response to the grievance shall be issued within ten (10) calendar days following a meeting with the HR Director. Any grievance not appealed in writing to Step 3 by the employee within ten (10) calendar days shall be considered waived.
- (c) Step 3: If appealed, the written grievance shall be presented by the employee and discussed with the County Administrator within ten (10) calendar days. A response to the grievance shall be issued within ten (10) calendar days following a meeting with the County Administrator. ~~Any grievance not appealed in writing to Step 4 by the employee within ten (10) calendar days shall be considered waived. The decision of the County Administrator shall be final.~~

Section M. Exit Interviews

Purpose: To provide a separating County employee the opportunity to express an opinion with regard to employment issues with Aitkin County.

Comment [BJD62]: DH's - discuss having employees "sign-out" equipment. Document what everybody has and have the employee's sign an agreement about the monetary value of the items, that the employee will repay the County for any items not returned, and acknowledgment that this amount can be withheld from their final check. (Ask Jim Ratz - can we reduce their pay below minimum wage?) *Checking with other counties to see if they have an Agreement in use.

Comment [BJD63]: Updated Section K to include 3 steps prior to county board.

Prior comment/already discussed this w/Nate. This language in this comment box is from the Non-union Compensation Guidelines. The language in Section K is from the policy manual. There are some differences. Does Nate have a preference? Mainly, who does Nate want the Step 1 non-union grievance filed with? Expand to 3 steps (DH, HR, CA)

A grievance may be filed when the affected employee takes issue with a written reprimand or any disciplinary action greater than a written reprimand. [policy does not limit it to action greater than a WR]

Grievances of staff shall be submitted in writing to the [policy manual states County Admin] Human Resources Director.

All grievances must be filed within ten (10) working days of the receipt of the written notice of the disciplinary action, suspension or termination by the employee. [policy requires a response within 15 working days following a meeting with CA]

Grievance shall be heard and considered by the County Commissioners or designated representative no more than thirty (30) working days after the filing of the [policy manual specifies "Step 2" here] grievance.

[same as policy manual] If either party calls in a representative, the other party must be notified seventy-two (72) hours prior to the meeting.

[same as policy manual] A majority decision of the Aitkin County Commissioners shall be final and binding upon both parties and such decision shall be rendered in writing within (30) thirty working days after the grievance hearing.

Subd. (1) Every employee separating from County employment is to be offered the courtesy of a final interview with the Human Resources Director or designee. The Exit Interview Form will be completed by the employee or interviewer and filed in the personnel file retained on file in the Administration Department, Human Resources Office, separate from the employee's personnel file. In the event an exit interview is not possible, the Human Resources Director or designee will email or mail the exit interview form to the exiting employee, with a self-addressed stamped envelope if sent by U.S. Mail.

Subd. (2) The separating employee will be advised of separation matters by payroll including but not limited to final pay, vacation pay, and COBRA benefits.

Subd. (3) Exit Interview information will be compiled and reviewed by the Human Resources Director to determine trends or corrective action that may be necessary. When necessary, this information will be shared with the County Board, County Administrator, and/or Department Head.

— Attachment 3H - Exit Interview Form

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ARTICLE IV WAGES AND SALARIES

Section A. Elected and Appointed Officials; Employees Not Already Set By Agreement

Purpose: To establish and administer a compensation system for Aitkin County elected officials, appointed officials, and other county employees who are not already covered by a collective bargaining agreement, ~~meet and confer agreement, or an individual agreement~~. This policy shall provide:

- (a) Compliance with Minnesota Statutes relative to setting compensation levels for elected officials and is specifically intended to ensure compensation levels are formally established and publicly announced well in advance of the opening of filings for elected offices.
- (b) A defined process for establishing compensation levels for employees who are not already covered by a collective bargaining ~~meet and confer, or an individual~~ agreement.

Subd. (1) Elected Officials

- (a) The salaries of Aitkin County Commissioners (~~\$375.055~~) elected from the I, II, III, IV & V districts shall be set by resolution of the County Board by July 31 of each year, prior to the year in which the salary is to be paid.
- (b) The salaries of Aitkin County Attorney (~~\$388.18~~), County Auditor (~~\$384.151~~), County Recorder (~~\$386.015~~), County Sheriff (~~\$387.20~~), and County Treasurer (~~\$385.373~~), shall each be set by resolution of the County Board in December of each year, prior to the year in which the salary is to be paid.
- (c) A payroll holdback shall be used for all elected officials in accordance with the Pay Procedure Policy, Article IV, Section F.

Comment [NB64]: HHS Dir?

Subd. (2) Appointed Positions

The salaries for appointed positions, including County Assessor (~~\$273.061~~, Subd. 6), County Highway Engineer (~~\$163.07~~, Subd. 2), Veterans Service Officer (~~\$197.60~~, Subd. 3), and Land Commissioner (~~\$282.13~~) shall be payable in accordance with ~~applicable agreements~~ Article IV, Section A, Subd. (3).

Subd. (3) Other Employees

The salaries for appointed and other employees not already covered by a collective bargaining agreement, ~~meet and confer, or an individual~~ shall be adjusted ~~annually~~ according to the following procedures:

(a) The supervisor is responsible for completing the employee's annual performance evaluation by December 15th of each year ~~within 30 days of the employee's anniversary date~~ in accordance with the Performance ~~Appraisals Management~~ Policy in Article III, Section H.

Comment [BJD65]: Discuss w/Nate and DHs. What is their preference? If all evaluations are returned by mid December, payroll change forms can be submitted and pay changes issued in January. Rather than waiting for evaluations to be submitted in January.

~~(b) After the annual performance review has been completed, the employee, the Department Head and the County Administrator shall meet to discuss the respective wage adjustment based upon the following factors:~~

~~(c) The County Administrator shall follow the uniform compensation guidelines, which includes the Hay wage chart.~~

Comment [NB66]: Change?

~~(d) The County Administrator should also consider market, employee performance, length of service, special skills, education, experience, pay equity, and rate at which the employee became fully competent in the position.~~

BD: Yes, edited. (BD reminder, this section shows in two Deleted boxes.)

~~(e) 3. After the employee, Department Head and the County Administrator have discussed the respective wage adjustment, the County Administrator shall set and approve the new wage.~~

~~(f)(b) 4. If the County Administrator or the employee believes that the position should first be evaluated according to other County policies, i.e. Market Rate Adjustment Policy or Comparable Worth Policy, the matter is forwarded to the Human Resources Manager for evaluation and recommendation to the County Administrator Board in accordance to the respective policy before the wage is adjusted. and the employee has received a satisfactory or higher performance evaluation, the employee shall receive a wage or salary adjustment based upon the County Board adopted compensation schedule referred to in Appendix A. In no event shall an employee's wage or salary be adjusted to exceed the maximum of the appropriate salary range.~~

~~(g)(c) An employee's salary may not exceed the range maximum. If an employee's salary currently exceeds the maximum of their pay scale, their salary will be frozen until the pay scale catches up.~~

Comment [BJD67]: From the Non-union Compensation Guidelines

Comment [BJD68]: New, second sentence (c).

~~(h)(d) Pay days for all employees shall be bi-weekly on a Friday.~~

~~(i)(e) At the end of each year, all non-union employees shall remain at their rate of pay until a new wage scale, Appendix A, is adopted by the Board. Employees who terminate employment prior to the date of County Board approval of the annual non-union wage scale shall not be eligible for retroactive wage adjustments.~~

Comment [BJD69]: New, first sentence (e).

Comment [BJD70]: From the Non-union Compensation Guidelines

(f) Promotion Pay: If the employee is not satisfied with the process or outcome, the employee has the option to appeal the decision of the County Administrator or Human Resources Director to the Board, provided the appeal is made within 30 days and is in writing. A FLSA non-exempt employee who is promoted to a higher paid classification would be placed within range or on the step that results in at least a \$0.25 per hour increase. A FLSA exempt employee who is promoted to a higher paid classification would be placed within the higher pay range resulting in at least a \$520.00/year increase (pro-rated if promotion occurs mid-year).

(j)(g) Any special benefits or conditions of employment negotiated with an individual employee prior to this policy adoption shall be in addition to the rights and benefits covered by these guidelines.

Comment [BJD71]: From the Non-union Compensation Guidelines

Section B. Job Reclassification Pay

A FLSA non-exempt employee whose (DBM) job classification is upgraded will be placed in the new pay range that results in at least a \$0.75 per hour increase. A FLSA exempt employee whose (DBM) job classification is upgraded will be placed in the new pay range that results in at least a \$1,560.00/year increase (pro-rated if reclassification occurs mid-year).

Comment [BJD72]: From the Non-union Compensation Guidelines. Added DBM system reference for clarification.

Section C. Overtime Pay

Purpose: To follow the Fair Labor Standards Act for non-exempt employees as it relates to hours worked in excess of ~~forty (40) hours per work week~~ the regular work day or an approved flexible schedule, or an amount set forth in an applicable collective bargaining agreement.

Subd. (1) General Procedures

- (a) Employees will flex their schedules to the greatest extent possible to avoid incurring overtime.
- (b) No employee shall be allowed to accrue compensatory time off unless otherwise provided by a collective bargaining agreement.

(c) All overtime hours worked shall be authorized in advance by the Department Head or designee, unless a departmental rule states otherwise. All records of overtime hours worked must be maintained and reported on the employee's timesheet.

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(e)(d) Upon approval of the Department Head, All FLSA non-exempt employees are eligible for overtime compensation at the rate of one and one-half (1-1/2) times their regular base wage for hours worked in excess of a normal work day or an approved flexible schedule day. ~~forty (40) hours per work week. Within the constraints of FLSA, this policy shall not be construed to limit the ability of the Department Head to request or require that employees flex their schedule in a given week, or employees to request flex time in recognition of hours worked in excess of a normal work day.~~

Comment [BJD73]: Discuss OT w/Dept Heads.

Discussed w/DHs. Mixed feedback. Nate's preference? OT after 8 or after 40? PTO/personal count as time worked or not?

Some CBA's provide OT after 8 or 10 hrs/day while others after 40/week. Some accrued time (holidays) is noted as "time worked" for purposes of OT, while other accrued time is not (but past practices exists). This is a large issue. Would like it consistent one way or the other, if possible.

(d)(e) Overtime hours that are approved by the Department Head or designee and submitted on a timesheet may be paid without Board approval (1/14/92).

(e)(f) When an employee is required to travel in connection with a temporary assignment, payment of overtime during this period is to be determined by the immediate supervisor on the basis of the circumstances involved and in accordance with applicable law. See Article III, Section C, Subd. (7).

(f)(g) Supervisors will ~~take no action that encourages~~ not permit employees to work off the clock without recording the time as hours worked.

Subd. (2) Exempt employees are those who are exempt from the overtime and minimum wage requirements of the Fair Labor Standards Act (FLSA). Exempt employees are not eligible for overtime compensation or accrual of compensatory time.

Section D. All FLSA non-exempt employees are eligible for overtime compensation at the rate of one and one-half (1-1/2) times their regular base wage for hours worked in excess of forty (40) hours per work week. All overtime hours must be approved in advance by the Supervisor Payroll Deductions

Purpose: To make deductions from an employee's wage in accordance with applicable laws and, where required, the employee's consent.

Subd. (1) General Deductions

Deductions will be made from employees' wages in the following order:

- (a) Federal and State income taxes
- (b) FICA or Medicare (Social Security)
- (c) Public Employees Retirement Association (eligible employees)
- (d) Union Dues in accordance with applicable collective bargaining agreement and PELRA

Subd. (2) Employees shall be required to complete all applicable forms necessary for deductions as may be required by law.

Subd. (3) No deduction from an employee's wages for any period shall cause the employee's wages for any such period to be less than the wage required to be paid by the County pursuant to applicable law. i.e. garnishment exemptions, etc.

Subd. (4) Employees are to be notified of all deductions. If the employee objects to a deduction, such as a garnishment or child support order, the dispute will be referred to the legal department ~~counsel~~.

Subd. (5) Deductions Requiring Written Consent

Employees must consent in writing to the following deductions:

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Comment [BJD74]: i.e. Employer can't garnish money from your paycheck if you earn less than \$290 a week. If you earn more than \$290 per week, at least 75% of your earnings after taxes are automatically protected.

Comment [BJD75]: Does Dee require written consent for MSRS HCSP deductions? i.e. currently in Teamsters licensed CBA.

- (a) Payment of group health, dental, life, long-term disability, short-term disability, long-term care insurance, and any other voluntary benefits elected
- (b) Contributions to a retirement plan
- (c) Contributions to deferred compensation plans
- (d) Contributions to a flexible spending account
- ~~(e)~~ Contributions to a health savings account (HSA) ~~NACO Deferred Compensation Plan~~

~~(f)~~(e)

Comment [BJD76]: Deleted NACO Deferred Compensation Plan, duplicative, see (c)

Section E. Pay Procedure

Purpose: ~~To maintain consistent and efficient payroll department and procedure.~~ To define the County-wide guidelines, policies and procedures governing payroll and to ensure relevance, accuracy, and consistency of payroll procedures across all departments.

Subd. (1) General Procedures

- (a) The payroll period shall be biweekly. Aitkin County employees shall be paid biweekly on Friday for work performed during the previous pay period. All pay periods are regular cycle pay periods with the exception to the end of the year pay period. There are 26 pay periods in one year.
- (b) ~~Checks-Funds~~ will be distributed from the Treasurer's Office following the completion of payroll processing.
- (c) Aitkin County implements a two-week holdback on wages/salaries.

Subd. (2) Automatic Payroll Deposit

This policy is effective for all central payroll departments.

~~(d)~~

~~(e)~~(d) Those employees who began employment prior to September 10, 1999 and are not participating in automatic deposit will have their payroll checks mailed. All new employees hired after September 10, 1999 will be required to utilize automatic payroll deposit.

Comment [BJD77]: We have 7 people left that were hired prior to 9/10/1999 and who receive a paper check.

~~(f)~~(e) All exceptions to this policy and employees with special circumstances must request exemption for approval to the County Administrator in writing.

Discuss w/Nate - are there so few remaining now that for efficiency all should be given notice and rolled into the direct deposit program on 7/1/2015, or so? Yes, all to direct deposit per Dept Heads.

~~(g)~~(f) ~~Effective September 10, 1999, automatic payroll deposit will be implemen~~All County employees will have their payroll check deposited into a checking account or savings account.

Section F. Market Rate Adjustments

Purpose: Although the County considers internal compensation relationships of primary importance in maintaining pay equity, it may be necessary to recognize the external compensation relationships through market rates attraction/retention wage scales and/or market rate adjustments.

Subd. (1) Market rate adjustments ~~or extensions~~ may be considered and external market relationships examined when:

- (a) A salary range is insufficient to attract qualified candidates for employment; or
- (b) A continuing pattern of turnover in a given position can be directly linked to established compensation levels; or
- (c) A given position deviates from the market rate by a substantial percentage.
- (d) ~~Market rate adjustments or extensions also may be considered and external market relationships examined when~~ The County Administrator deems that a specific external market relationship must be examined.

Subd. (2) All market rate adjustments must be recommended by the County Administrator and approved by the Board.

ARTICLE V EMPLOYEE BENEFITS AND SERVICES

Section A. Group Insurance

Purpose: To provide medical, life and long term disability insurance to eligible employees of Aitkin County.

Subd. (1) Summary

- (a) ~~All full time (probationary and non-probationary), permanent~~ employees, who work a minimum of thirty (30) hours per week are entitled to health and life insurance provided by Aitkin County. Some exclusions apply for LLCC staff. See Subd. (1) e) below. Those who are eligible for medical insurance and can prove that they are already covered by a different policy are not required to sign up for a plan provided by Aitkin County.
- (b) Select voluntary benefits are also available for full-time employees to purchase, including dental insurance, supplemental life insurance, short-term disability insurance, long-term disability insurance, long-term care insurance, and critical illness voluntary insurance policies.
- (c) Some agreements entitle employees to Long-Term Disability benefits after six (6) months of continuous employment with Aitkin County.
- (d) The effective date of coverage shall be based upon the specific policy.
- (e) The County offers health insurance to substantially all full-time employees, which is defined under the Affordable Care Act as 95% of employees working 30 or more hours per week on average or 130 or more hours per month on average. The County is not subject to a penalty if 5% of employees working 30 or more hours per week on average or 130 or more hours per month on average are not offered health care coverage. The Affordable Care Act offers limited exemptions and the County Administrator may authorize use of those exemptions as needed.

Comment [BJD78]: For 2015, we have a transitional number of 30%. In 2016, it's 5%.

Refer to applicable agreements for additional details and employer contribution rates.

Section B. Health Insurance

- Subd. (1) Health insurance coverage will be provided in accordance with the County's insurance policy. The employee and employer premium contributions and VEBA/HSA contributions shall be established by the County Board and calculated in the same manner as defined in the Agreement between Aitkin County and AFSCME Council 65, Local Union #667 (Courthouse Unit).

Comment [BJD79]: From the Non-union Compensation Guidelines

Subd. (2) All eligible employees will receive a County VEBA contribution prorated on a quarterly basis for all quarters in which work is performed.

(a) The County's VEBA account contribution shall be made as part of the first warrant cycle of the year. In the event that an employee leaves employment for any reason other than death, the employee shall be required to reimburse the County for the VEBA contribution prorated on a quarterly basis for any full quarter that remains. The County shall have the right to deduct this amount from the employee's final paycheck.

(b) Employees may elect to receive the county's VEBA contribution on a quarterly basis as a part of the first warrant cycle of the quarter rather than on a yearly basis by submitting a written request to the Auditor's office. Said election must be made prior to the start of the plan year. If an employee has eligible expenses that exceed the County's year to date deductible contribution, the employee may request advance payment up to the remainder allocation for the plan year.

Section C. Life Insurance

The County Board agrees to provide and pay for a life insurance policy of \$15,000 for all full-time employees, and to provide life insurance coverage in the amount of \$10,000 for their spouses and dependents up to age 26.

Section D. Long Term Disability Insurance

Subd. (1) All employees covered by a collective bargaining agreement shall follow the LTD provisions contained in the applicable union agreement.

Subd. (2) Part-time, seasonal and temporary employees are not eligible for LTD insurance.

Subd. (3) The County shall provide Long Term Disability Insurance for ~~all~~ full-time non-union employees based on current salaries. Said insurance shall take effect for new employees upon completion of the Probationary Period. LTD monthly premiums will be paid by the employees via payroll deduction.

(a) Non-union employees whose annual wages are below the maximum salary range will be reimbursed for the monthly premium.

(b) Non-union employees whose annual wages are at the maximum of the salary range shall select one of the following two options:

(i) The employee shall not be reimbursed for the monthly premium and instead shall receive 1 personal day per year, provided that their wage remains at the maximum of the salary range. Said personal day shall be separate from vacation and PTO and shall not be cumulative; or

Comment [BJD80]: 501(c)(9)
Discuss with Dept Heads.

Checking w/NESC CCOGA attorney. Under section 4976, the reversion of funds from a section 501(c)(9) organization to the employer who created the beneficiary association may subject the employer to a 100% penalty excise tax on the amount of the reversion.

Anticipate we'll need to delete the last two sentences of this paragraph (a). If so, does Nate want to switch to contributions on a different schedule? REMOVE LAST 2 SENTENCES. CONSIDER DIFFERENT CONTRIBUTION METHOD IF RECOUPING IS NECESSARY. MONTHLY, QUARTERLY, OTHER?

Comment [BJD81]: From the Non-union Compensation Guidelines

Comment [BJD82]: From Non-union Compensation Guidelines. Added reference to "non-union" since LTD is a voluntary benefit for CBA covered EEs.

- (c) in lieu of receiving the 1 additional personal day per year (as described in option 1a), the county will provide long-term disability insurance at no cost to the employee, provided that their wage remains at the maximum of the salary range.
- (d) In option (1i), the premiums are paid with after tax dollars, so the LTD benefit would not be taxable income to the employee. In option (2ii), with the county paying the premiums, the LTD benefit would be taxable income to the employee.

Section E. Affordable Care Act (ACA) Policy:

In March 2010, Congress enacted and President Obama signed major reform legislation – the Patient Protection and Affordable Care Act (commonly called PPACA, ACA, or “Obamacare”) (Pub.L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152). This represents the most significant regulatory overhaul of the U.S. healthcare system since the passage of Medicare and Medicaid in 1965. The law includes hundreds of new requirements packed into thousands of pages of rules that affect the delivery and administration of employer-sponsored group health plans. The rules, as applied to employer-sponsored group health plans, generally fall into one of seven general categories, namely: 1) effective dates and grandfathering; 2) qualifying coverage mandates (insurance reforms); 3) employer mandates (play-or-pay provisions); 4) reporting and disclosure requirements; 5) individual mandates; 6) tax issues (revenue generating rules); and 7) the exchange program.

To the extent that federal statute or regulations change, this policy shall be construed as consistent with those changes.

Purpose: To comply with requirements of the Affordable Care Act and to offer health care coverage to “substantially all” full-time employees, effective January 1, 2015.

Subd. (1) ACA Policy Definitions

- (a) Employer: Aitkin County
- (b) Full-time Employee: For purposes of this Affordable Care Act (ACA) policy, full-time means an employee working 30 or more hours per week on average or 130 or more hours per month on average.
- (c) Variable Hour Employee: For purposes of the Affordable Care Act (ACA), variable hour employee means an employee working in a position classified as part-time, seasonal, temporary, or intermittent. The employer will use a look back period to determine each variable hour employee’s full-time status by looking back 12 months to analyze whether the employee worked an average of 30 or more hours per week on average or 130 or more hours per month on average.
- (d) Substantially All: Substantially all full-time employees is defined as 95% of employees working 30 or more hours per week on average or 130 or more hours per month on average. The employer is not subject to a penalty if 5% of employees working 30 or more hours per week on average or 130 or more hours per month on average are not offered health care coverage.

Subd. (2) Measurement Periods

- (a) Standard measurement period, 12 months (October 15 – October 14)
- (b) Administrative period not to exceed 90 days (October 15 – December 31)
- (c) Stability period, 12 months (January 1 – December 31)

Subd. (3) For Positions Classified as Full-time: Employees who are expected to be full-time, working 30 or more hours per week on average or 130 or more hours per month on average, during the standard measurement period will be offered health coverage under the employer's health insurance plan during new hire orientation.

Subd. (4) For Positions Classified as Variable Hour (aka Part-time, Seasonal, Temporary or Intermittent): The employer will implement a standard measurement period of 12 calendar months to determine whether or not a variable hour employee is eligible for health coverage under the employer's health insurance plan. The standard measurement period will be from October 15th through October 14th of each calendar year.

Subd. (5) If an employee is determined to be full-time during the standard measurement period, they will be treated as full-time during a subsequent stability period, regardless of the number of hours they work during the stability period. The employer will implement a stability period of 12 calendar months during which a variable hour employee, determined to be full-time in the standard measurement period, will be eligible for health coverage under the employer's health insurance plan. The stability period will be from January 1st through December 31st of each calendar year.

Subd. (6) If an employee is determined to be eligible for health insurance coverage through the standard measurement period, the employer has up to 90 days to enroll the employee in the employer's health insurance plan. An administrative period will be used to determine eligibility and to facilitate notification and enrollment of employees. This administrative period will be from October 15th through December 31st of each calendar year. During this period, eligible variable hour employees will be given a two-week open enrollment period to enroll in health coverage under the employer's health insurance plan which will be in effect for the upcoming stability period/plan year. (Note: Variable hour employees are not eligible for other insurance benefits, such as dental, life, long-term or short-term disability, long-term care insurance, or FSA plan enrollment.)

Subd. (7) Unless mandated otherwise by the Local 49 or Teamsters Health Fund agreement, all eligible variable hour employees will be offered coverage on one plan, the BCBS \$5,000/\$10,000 HDHP, during the stability period. The employee and employer contributions towards this plan shall be established by the County Board and calculated in the same manner as defined in the agreement between Aitkin County and AFSCME Council 65, Local Union #667 (Courthouse Unit). In the event the health insurance provisions or contribution rates 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 Employer may amend contribution rates or implement alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

Subd. (8) If funds are not available in a department's budget to cover the cost of health insurance, the Department Head may submit a written request to the County Administrator to reduce the employee's work hours to less than 30 hours per week or less than 130 hours per month to avoid the obligation to offer health care coverage. Said request will generally be approved if it is not prohibited by the terms of a collective bargaining agreement.

Subd. (9) Rehired Seasonal Employees

- (a) Seasonal employees work up to 67 days per calendar year. For ease of recordkeeping, seasonal employees will be required to be inactive (zero hours of work) for a period of 26 consecutive weeks between work seasons.
- (b) An employee who is rehired and had no active service with the employer for a period of 26 consecutive weeks will be treated as a new employee and will be evaluated by the employer during the standard measurement period to determine if the employee is eligible for health insurance benefits during a subsequent stability period.
- (c) Active service is based on all hours combined with the employer and is not separated or tracked individually by department.

Subd. (10) Opt-out Health Insurance Waivers: Employees who elect to waive coverage will be required to do so in writing. The employer does not provide a cash in-lieu of health insurance benefit.

Section F. — Section G. — Vacations

Section G. — Purpose: To provide employees with a break from the work environment. This policy also recognizes the work of employees and a reward of additional vacation time after continual years of service.

Section H. —

Section I. — General Procedures

Section J. — The vacation year is recognized as beginning January 1st and ending December 31st.

Section K. —

Section L. — Vacation Accrual Schedule

Section M. —

Section N. — Service Years	Section O. — Monthly Accrual (days)	Section P. — Annual Accrual (days)
Section Q. — 0-2	Section R. — 1	Section S. — 12
Section T. — 3-5	Section U. — 1.25	Section V. — 15
Section W. — 6-10	Section X. — 1.5	Section Y. — 18
Section Z. — 10-14	Section AA. — 1.75	Section BB. — 21
Section CC. — 15+	Section DD. — 2	Section EE. — 24

Section FF. —

Section GG. — Employees in permanent part-time positions, who normally work sixteen (16) or more hours per week, shall earn vacation time on a pro-rata basis.

Section HH. —

Section II. — Vacation leave shall not be earned by any employee during a leave of absence without pay, or time otherwise not paid, except military leave of absence without pay.

Section JJ. —

Section KK. — Vacation Usage: Department heads are responsible for scheduling vacation leaves for employees under their supervision. While every effort will be

~~made to accommodate an employee's vacation request, vacations will be scheduled so as not to unduly disrupt the normal operation of the department.~~

~~Section LL. _____~~

~~Section MM. _____ Vacation leave may be taken only to the extent that it is earned.~~

~~Section NN. _____~~

~~Section OO. _____ Vacation Carryover~~

~~Section PP. _____~~

~~Section QQ. _____ All employees are encouraged to take their full vacation allotment each year.~~

~~Section RR. _____~~

~~Section SS. _____ Employees shall be allowed to carry over vacation time to the calendar year following that in which it was accrued. Vacation time will be carried over beyond the following calendar year only when such a request is submitted in writing by the Department Head and approved by the County Board.~~

Comment [BJD83]: Delete "Vacation" Section, see "PTO" Section.

~~Section TT. Section F. _____ Holidays~~

Subd. (1) Full-time (probationary and non-probationary) employees shall be entitled to the following paid 8-hour holidays:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) President's Day
- (d) Memorial Day
- (e) 4th of July
- (f) Labor Day
- (g) Veteran's Day
- (h) Thanksgiving Day
- (i) Friday after Thanksgiving
- (j) Christmas Day

Subd. (2) When any of the above named holidays fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday.

Subd. (3) Part-time (probationary and non-probationary) employees shall be entitled to holiday pay on a pro-rated basis. (Eff. 1/1/2014.) Seasonal and temporary employees are not eligible for holiday pay.

Subd. (4) LLCC non-exempt employees who are required to work on any of these holidays shall be paid at time and one half (1 ½) rates in addition to their base wage.

Comment [BJD84]: Past practice question for Dee. Has this been applied to substitutes and seasonal staff also who work on a holiday? Or, is it only applied to PPT and FT non-exempt LLCC staff? Clarify if needed.

Subd. (5) Non-exempt employees who are required to work on a holiday shall receive compensation at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

Subd. (6) When a paid holiday falls during an employee's paid leave of absence or vacation (PTO) period, they shall receive holiday pay for that day.

Comment [BJD85]: New. (They don't have to use PTO, no double pay if an EE takes PTO c-day, clarify further saying the don't have to use PTO on a holiday.)

Subd. (7) Employees will not receive pay for holidays occurring while on an unpaid leave of absence.

Comment [BJD86]: New

Subd. (8) When an employee does not work on any of the above-named holidays, the holiday shall nevertheless count as eight (8) hours worked for the purpose of computing overtime for hours worked in excess of forty (40) in any such week. When necessary, the Department Head and/or County Board may require an employee to work on a holiday.

Comment [BJD87]: New, consistent with union CBA language. As discussed w/DHs.

Section UU, Section G. Paid Time Off (PTO)

Subd. (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:

Comment [BJD88]: From Non-union Compensation Guidelines

Annual Completed Years of Service	Rate of Accumulation PTO Days per Month	Annual Days of PTO
0	1.75	21
3	2.00	24
5	2.25	27
10	2.50	30
15+	2.75	33

~~PTO does not count as "time worked" for purposes of computing overtime pay for non-exempt employees.~~

Comment [BJD89]: New. Need to finalize this.

Subd. (2) Employees who have used at least twelve (12) PTO days in the previous twelve-month period may elect pay in lieu of PTO for up to ten (10) days once in any calendar year.

Subd. (3) Employees may not accrue more than 34 days (272 hours) at any time.

Subd. (4) 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 vacation credits shall be paid to the employee's estate.

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Comment [BJD90]: New

Subd. (5) Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the sick leave bank where there is no severance payment upon separation of service. At no time can the sick leave bank exceed 720 hours (90 working days). PTO that has been transferred to the sick leave bank can only be used in accordance with the sick leave provisions in Article V, Section H.

Subd. (6) Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO. (Eff. 1/1/2014.) ~~Seasonal and temporary employees are not eligible to accrue PTO benefits.~~

Comment [BJD91]: New

Subd. (7) 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.

Subd. (8) 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.

Comment [BJD92]: New. Find out what type of notification Nate and DHs prefer for PTO vacation usage by Exempt employees, same as this or something different? DH's please comment.

Subd. (9) Probationary non-union employees may use accrued PTO with supervisory approval.

Comment [BJD93]: New (consistent with current practice for non-union). CBA's allow vacation use after 6 months.

Section VV. Section H. Extended Sick Leave Bank / Care Of Relatives

Comment [BJD94]: Updated relatives to be consistent with statute.

Subd. (1) 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. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, 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.

Comment [BJD95]: From the Non-union Compensation Guidelines

Subd. (2) 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.

Subd. (3) The County reserves the right to require written medical certification from an employee.

~~Subd. (3)~~ Subd. (4) 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 Human Resources Director~~ 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.

Section WW. Section I. Personal Leave

Subd. (1) Full-time (probationary and non-probationary) employees shall be granted four (4) personal leave days (32 hours) each year; such leave shall not be cumulative. Personal leave days shall be granted on a pro-rated basis.

Subd. (2) Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. (Eff. 1/1/2014.) ~~Seasonal and temporary employees are not entitled to personal leave with pay.~~

~~Personal Leave does not count as "time worked" for purposes of computing overtime pay for non-exempt employees.~~

Comment [BJD96]: New

Section XX. Section I. Workers Compensation Procedures

Comment [BJD97]: Requested final feedback from L49 and at April Safety Cmte meeting.

Subd. (1) Reporting A Work-Related Injury or Illness

Discuss w/NV, snapshot of benefit accruals.

An employee who experiences a work-related injury or illness should immediately notify his/her supervisor of the injury/illness. The employee should fill out a First Report of Injury form and forward it to the HR as soon as possible. The employee should also complete an Accident Report and submit it to his/her immediate supervisor. These forms are available for download from the intranet, or by calling HR.

Subd. (2) Workers' Compensation Notification

- (a) After receiving the report of a work-related injury or illness, the County's workers' compensation administrator, MCIT, will send the employee written notification at their home address regarding the acceptance or denial of their workers' compensation claim. If the employee's claim has been accepted and a loss of time is involved, the workers' compensation administrator will make no payment for lost work time for the first three calendar days after the disability commenced. If the disability continues for ten calendar days or longer, the compensation is computed from the commencement of the disability.
- (b) The workers' compensation administrator will pay up to 66-2/3% of the injured employee's gross average weekly wages based on a 26-week period prior to the date of injury. This payment is made directly from MCIT and none of the usual payroll deductions are taken from it (e.g. taxes, insurance premiums, etc.).

Subd. (3) Supplementing Workers' Compensation with Accrued Benefits

- (c) Pursuant to Minnesota Statute §176.021, Subd. 5, Aitkin County will allow its employees to supplement their workers' compensation benefits when unable to perform their job duties for an extended period of time due to a work-related injury or illness.
- (d) It is the practice of Aitkin County to allow employees who have accrued benefits at the time of their injury to use these benefits to supplement the difference between the payment from the workers' compensation administrator and their average weekly wage at the time of the injury. The additional payments shall not result in the payment of a combined total weekly rate of compensation that exceeds the average weekly wage of the employee on the date of injury.
- (e) The employee is responsible for continuing to pay any applicable union dues, flex plan contributions, group health insurance premiums, and other employee-elected benefit costs, including any changes to such premiums. In instances where the dues, contributions, and premiums exceed the amount the employee is getting paid from his/her accrued benefit account(s), he/she is responsible for issuing a payment for the balance due to the Auditor's Office by the 1st of each month for that month's coverage. The County shall have no obligation to maintain the group coverage if the employee's premium payment is more than 30 days late.
- (f) The process for issuing payment to an employee who has chosen to use accrued benefits (i.e. sick, comp time, vacation) under these conditions shall be as follows:

(i) The County shall issue the employee a check in the amount of one-third of their pre-injury/illness compensation (using the average rate that the employee was earning based on a 26-week period prior to the time of the injury/illness) in a normal bi-weekly pay period.

(g) The check issued by Aitkin County shall be treated like a regular payroll check, in that it will have Federal, State, and Social Security tax; PERA deduction; and any other deductions that would normally be taken out of the employee's paycheck (e.g., employee's portion of health, dental, or life premiums; flex plan contributions; union dues; etc.) subtracted from the gross amount.

(h) The combined amount of the workers' compensation wage loss check and the accrued benefit check from Aitkin County shall not exceed the employee's average weekly wage prior to the date of injury/illness.

(i) If an employee elects to be paid accrued benefits, Aitkin County shall issue the accrued benefits by deducting monetary amounts from each available plan (i.e. sick, personal leave, comp time, vacation) until exhausted; and shall typically exhaust the available benefit plans in the following order: 1) sick and/or personal leave at the employee's discretion, 3) comp time, and 4) vacation.

Subd. (4) Tracking Absences That Are Work-Related

Regardless of whether an employee chooses to use accrued benefits when absent from work due to a work-related injury or illness, such absences should be noted on the employee's timesheet as work comp related.

Subd. (5) Employee Status during Workers' Compensation Leave

Employees will cease to accrue paid benefits during an unpaid workers' compensation leave of absence. If the injury or illness is FMLA-qualifying, the employee will be placed on FMLA status and will not be responsible for the employer portion of health insurance benefit payments during the FMLA. If the injury or illness is not FMLA-qualifying, the employee will be notified of his/her rights under COBRA and will be required to pay the full amount of the health insurance premiums.

~~Section YY.~~ Section K. **Family And Medical Leave**

Purpose: The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for:

(a) the birth of a child and to care for the newborn child within one year of birth;

(b) the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;

Comment [BJD98]: Include how exempt staff will be handled.

Review notes from attorney Josh Heggem and edit if needed.

<http://www.dol.gov/whd/fmla/>

- (c) to care for the employee's spouse, child, or parent who has a serious health condition;
- (d) a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- (f)(e) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- (f) Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Section ZZ, Section L. Funeral Leave

Purpose: To provide employees with time off for bereavement due to the death of a member of their immediate family.

Subd. (1) Full-time (probationary and non-probationary) employees will be allowed a maximum of three (3) days (24 hours) leave without loss of pay when a death occurs in an employee's family, namely: husband, wife, son, daughter, step sibling, father, mother, sister, brother, sister in law, brother in law, father in law, mother in law, daughter in law, son in law, grandparents, grandchildren, step children and step parents. Two (2) additional days (16 hours) may be allowed if necessary subject to the approval of the Department Head. Additional time, if needed, may be allowed by the County Board, but such additional time in excess of five (5) days (40 hours) indicated above shall be deducted from the employee's sick leave bank, personal leave, or PTO.

Subd. (2) Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to funeral leave on a pro-rated basis.

Subd. (3) General Procedures

(a) Up to three (3) days paid funeral leave will be granted to an employee when a death occurs in their immediate family for the purpose of attending the funeral and related matters.

~~(b) Immediate family includes: spouse, child, step-child, parents, step-parents, siblings, step-siblings, grandparent, grandchild, the employee's spouse's mother, father, grandparent, sister or brother, and any person whom the employee has been declared legal guardian.~~

(e)(b) An additional leave of up to two (2) days absence may be granted if necessary and must be approved by the Department Head.

(d)(c) Temporary and seasonal employees shall not be eligible for funeral leave benefits.

Comment [BJD99]: From AFSCME (per conversation w/NU employee). Compare the 2 lists again.

AFSCME includes "daughter-in-law and son-in-law" while personnel policy does not.

Personnel policy includes the spouse's grandparents and any person whom the employee has been declared legal guardian, while the AFSCME CBA does not.

Ask Nate if he'd like to add/change the definition of immediate family member as it relates to funeral leave. **Made consistent with AFSCME Courthouse**

Section AAA. Section M. Military Leave

Purpose: To grant military leave as required by law and to provide certain benefits to employees who are granted such a leave.

Comment [BJD100]: Bobbie, see also LMC Informational Memo, Employees and Military Leave. (May wish to overhaul this section to address all FAQs.)

Subd. (1) General Procedures

—

(a)(d) Any regular employee who enlists, is drafted, or is called to active duty shall notify their department head and shall be granted a leave of absence from the County.

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(b)(e) Requests for military leave will be honored in accordance with Minnesota Statutes.

(c)(f) Requests must be made in advance of and supported by submitting a copy of the orders to report for military duty. The effective date of the military leave shall be the specified date on the orders. The employee shall submit a copy of their Orders upon receipt to the Department Head, HR Director, and Payroll Technician.

Subd. (2) Leave Without Pay

(a) An employee who enlists or is inducted into the United States military service for an extended period of active duty shall be granted a military leave without pay.

(b) Where the employee shall serve an extended period of active duty, all accumulated vacation benefits will be paid for in a lump sum at the first payroll period following the beginning of said military leave without pay.

Comment [BJD101]: Not the current practice, verify w/Dee.

(c) An employee who has been on a military leave without pay will be returned to County employment provided the following conditions are met:

(i) The employee shall make written application for return to their position within thirty (30) days after the termination of military service or thirty (30) days after the termination of hospitalization which followed and is a result of such service.

(d) The employee is physically and mentally capable of satisfactorily performing the duties of their position ~~and can provide medical documentation to support the fact.~~

(e) The employee shall submit proof of an honorable discharge or other form of release indicating their military service was satisfactory.

Subd. (3) Leave With Pay

Employees who are members of an organized Military Reserve Component and are ordered to active duty for a temporary or indefinite period, shall be granted a Military leave with pay for up to a maximum of 15 days in any one calendar year. After completion of the 15 days'

paid leave, the employee shall be granted military leave without pay for the remainder of the active period.

~~Section BBB.~~**Section N. Jury Duty Or Witness Pay**

Purpose: To allow full-time employees summoned to serve on a jury or testify as a witness for County-related business.

~~Subd. (1)~~**Subd. (4)** The County will pay the full-time employee's full, regular salary, and benefits while serving time on jury duty. Employees must reimburse County per diem salary paid for jury duty. Employees shall keep expenses reimbursed to them by the court for jury duty service. If employee is excused from jury duty, and not on vacation or leave, employee shall report back to work and suffer no loss in pay for the day.

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Comment [BJD102]: From the Non-union Compensation Guidelines

~~Subd. (2)~~**Subd. (5)** Full time employees required to be absent in response to a court order or subpoena in which they are personally involved shall have the option of taking such time off as PTO or without pay.

~~Subd. (3)~~**Subd. (6)** Part time, temporary, or seasonal employees shall not be eligible for jury duty or witness pay benefits.

~~Section CCC.~~**Section O. Personal Leaves Of Absence**

Purpose: To establish a uniform policy for processing requests for leaves.

Subd. (1) Personal Leave of Absence

(a) An employee requesting a leave of absence other than Family & Medical Leave (see Article V, Section J) or Military Leave (see Article V, Section L) shall apply for same in writing. Leaves of absence of ten (10) work days or less may be approved by the employee's Department Head. Leaves of absence of more than ten (10) work days are subject to approval by the County Administrator. The request shall include the length of leave requested and the reason for said leave.

—Employees who are on a leave of absence shall receive no pay or benefits as apply to holidays, vacations, etc. ~~but shall accrue longevity for a period of thirty (30) working days, per leave.~~

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Comment [BJD103]: Longevity N/A, all pay increase issued at once, no longer on [adjusted] anniversary date.

(b)

Section DDD. — Procedure:

Section EEE. — Employees requesting time off for the following should complete an "Absence Request" form prior to the absence.

Section FFF. — Vacation

Section GGG. — Compensation time

Section HHH. — Holiday Use

Section III. — Leave with pay

Section JJJ. — Leave without pay

Section KKK. — Personal leave

Section LLL. — Sick leave

Section MMM. — Planned sick leave

Section NNN. — Administrative leave

Section OOO. — Family leave

Section PPP. — Other

Section QQQ. — An Absence Request form must be completed after an employee's return to work from the following unplanned absences:

Section RRR. — Absence due to injury

Section SSS. — Unexpected sick leave

Section TTT. — It is the responsibility of the employee to complete the form and submit it to his/her Department Head prior to receiving credit for sick leave, vacation, or holiday leave usage.

Section UUU. — Under certain conditions, employees may be required to submit a doctor's slip before being allowed to return to work or obtain approval of sick leave usage.

Section VVV. — Absence Request forms are available from employee's supervisors. After the form has been completed and approved, the forms must be returned to the following: Human Resources (white copy); Department head (pink copy); and employee (yellow copy).

Section WWW. Section P. II Leave Donation Policy

Purpose: To allow employees the option to donate their accrued, unused vacation and/or personal leave to other county employees who are on unpaid leave status for medical emergencies or a serious health condition. Effective on the date this Manual is adopted, a serious health condition shall be defined under this Leave Donation Policy to mean an illness, injury, impairment, or physical or mental condition that is covered under the Family and Medical Leave Act and shall include any period of incapacity of the employee due to pregnancy, or for prenatal care.

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Subd. (1) General Procedures

- (a) Each calendar year, employees may voluntarily donate up to 50 percent, with a maximum of 40 hours, of their accrued, unused vacation and/or personal leave time in increments of eight (8) hours to any other county employee to be used for a medical emergency or a serious health condition. All unused donations are revoked and returned to the donor upon the recipient returning to full time status.
- (b) The employee donating the leave shall notify the Auditor's Office in writing of their voluntary donation. The notice shall include the name of the donor, the name of the recipient, the number of hours donated in increments of eight (8), the effective date of the donation, and whether the hours should be deducted from the donor's vacation and/or personal accrued leave bank. Upon receipt, the Auditor's Office shall verify that the donating employee has sufficient accrued leave on the books in the amount necessary to cover the donation and then notify the recipient and his/her supervisor of the donation.
- (c) The value of the leave that is donated shall be based upon the donor's rate of pay that is in effect on the day of the donation. The value of the leave that is received shall be based upon the recipient's rate of pay that is in effect on the day of the donation. The amount paid to the recipient of the donated leave shall be considered wages. That amount shall be included as gross income of the recipients and shall be subject to social security, Medicare, FUTA taxes, and income tax withholding. The amount donated shall not be included or reported as income for the donor of the leave.
- (d) Information relating to the donation and use of said leave is subject to the MN Government Data Practices Act.

~~Section XXX.~~Section Q. Continuing Education

Subd. (1) Continuing education will be established in conjunction with the individual's Performance Appraisal and utilized to improve performance in the current position and/or prepare the employee for advancement within County Government. This will be in addition to training required to maintain licenses and certifications. Training expenses may be paid by the County as outlined below in the Educational Tuition section.

Comment [BJD104]: From the Non-union Compensation Guidelines

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~~Subd. (2) If the continuing education provided results in a certification, accreditation or diploma not specifically required by the County an employee must remain in the employment of Aitkin County for at least one year following completion of the course or they shall reimburse the County for any costs incurred by the County related to the course. Certification, the employee must remain in the employment of Aitkin County for a period of one year following completion of the course, or they shall reimburse the County for any costs incurred by the County because of such continuing education training.~~

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Comment [BJD105]: Added per Nate.

~~Section YYY.~~Section R. Educational Tuition

Comment [BJD106]: From the Non-union Compensation Guidelines

Subd. (1) The cost of participation in formalized courses of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost provided:

- (e) That the course is germane to the duties of the employee's job.
- (f) That the employee satisfactorily completes the course and receives either a "P" in a Pass/No Pass course, or at least a "B-" in an A-F course.
- (g) That the employee remains in the employment of Aitkin County for a period of one year following completion of the course, or they shall reimburse the County for any costs incurred by the County because of such schooling.
- (h) That the course be approved by the Department Head and the County Board prior to taking the course.
- (i) It shall be noted that the cost of "tuition" is covered; this does not include books or other assessed administrative fees.

ARTICLE VI EMPLOYEE COMMUNICATIONS

Section A. Bulletin Boards

Purpose: To notify employees and the public of County required postings and notices.

Subd. (1) Any required state, federal, or local notices and/or required posting notices will be posted on Aitkin County's official bulletin boards and/or Intranet as applicable.
Official Bulletin Boards:

- (a) Outside the Aitkin County Board of Commissioner's Meeting Room, located in the West Courthouse Annex, main floor.
- (b) Basement of the Courthouse, on the wall to the left of the entrance to the County Assessor's Office.
- (c) East wall of the Health & Human Services lunchroom.
- (d) Road & Bridge Department
- (e) Long Lake Conservation Center staff break room
- (f) Courthouse main entrance
- (g) License Center

ARTICLE VII SAFETY AND HEALTH

Section B. Safety Committee

Purpose: To develop a committee as defined by state statute, to oversee Aitkin County's safety and health issues as they relate to employees and the public.

Subd. (1) The Human Resources Director is designated as the Safety Coordinator who coordinates the Safety Committee. Members of the Safety Committee include a representative from the following departments:

- (a) Administration
- (b) Building Maintenance
- (c) Courthouse
- (d) Health & Human Services
- (e) Road & Bridge
- (f) Land Department
- (g) Long Lake Conservation Center
- (h) Sheriff's Office

Subd. (2) The Safety Committee will meet on a regular, as-needed basis to review injury claims and safety concerns brought forth by County employees and the public. The Safety Committee will review:

- (a) Accident frequencies and losses
- (b) Overall compliance with the safety program
- (c) Areas in the program that may require broader development
- (d) Status of any outstanding safety recommendations

Subd. (3) These reviews ensure the continued direction of the County program. Recommendations by the Safety Coordinator will be brought to the Aitkin County Board of Commissioners for direction and/or action. Meeting minutes will be posted on the Intranet.

Subd. (4) See also the Aitkin County Emergency Action Plan for Employees which covers designated actions Department Heads and Employees must take to ensure employee safety from fires, severe thunderstorms, tornados, floods, and other emergencies. This includes the County's AWAIR/Safety Policy, Workplace Violence Policy, Incident/Injury/Accident Report Form, Media Procedures, Evacuation Procedures, Lock-down Procedures, Bomb Threat Procedures, Bloodborne Pathogens, Lockout/Tagout, and other safety and emergency policies and procedures.

Comment [BJD107]: Subject 7.2, move to Safety Manual/Emergency Action Plan for Employees.

Comment [BJD108]: Subject 8.11, move to Safety Manual/Emergency Action Plan for Employees.

ARTICLE VIII ORGANIZATIONAL STANDARDS AND RULES

Section A. Code Of Ethics

Purpose: To define conflict of interest to Aitkin County employees.

CODE OF ETHICS FOR AITKIN COUNTY EMPLOYEES

(Conflict of Interest)

Subd. (1) Definitions

For the purpose of this policy the following definitions shall apply:

- (a) Business means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity that engages either in nonprofit or profit making activities.
- (b) Confidential information means any information obtained under government authority which has not become part of the body of public information and which, if released prematurely or in non-summary form, may provide unfair economic advantage or adversely affect the competitive position of any individual or a business.
- (c) Private interest means any interest, including but not limited to a financial interest, which has not become part of the body of public information and which, if released prematurely or in non-summary form, may provide unfair economic advantage or adversely affect the competitive position of any individual or a business.
- (d) Immediate family means spouse, child, parent, grandparent and spouse of such persons.
- (e) Employee shall include elected officials and all County employees, including department heads.

Subd. (2) Acceptance of Gifts Or Favors

Employees of the County of Aitkin in the course of or in relation to their official duties, shall not directly or indirectly receive or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service or promise of future employment or other future benefit from any source, except the County, for any activity related to the duties of the employee unless otherwise provided by law. The provisions of Minn.Stat. ~~§471.87~~ and the exceptions set forth in Minn. Stat. ~~§471.88~~ shall apply. The acceptance of any of the following shall not be in violation of this Section:

- (a) Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause;
- (b) Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time for which they are not compensated by the County of Aitkin.

Subd. (3) Use of Confidential Information

An employee of the County of Aitkin shall not use confidential information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require the employee to disclose or use confidential information.

Subd. (4) Use of Property

An employee shall not use or allow the use of County time, supplies, or County owned or leased property and equipment for the employee's private interest or any other use not in the interest of the County, except as provided by law and/or the County's Information Systems' Policy.

Subd. (5) Conflicts of Interest

The following actions by an employee of the County of Aitkin shall be deemed a conflict of interest and subject to disciplinary action as appropriate:

- (a) Use or attempted use of the employee's official position to secure benefits, privileges, exceptions or advantages for the employee or the employee's immediate family or an organization with which the employee is associated, which are different from those available to the public; or
- (b) Acceptance of other employment, engagement in private business or in the conduct of a profession during the hours for which the employee is employed to work for the County, or outside such hours in a manner, that would affect the employee's usefulness as an employee of the County or affect the employee's independent judgement in exercise of the employee's official duties; or
- (c) Actions as an agent or attorney in any action or matter pending before the County of Aitkin, except in the proper discharge of official duties or on the employee's behalf, or as a member of a local labor bargaining unit.

Subd. (6) Determination of Conflict of Interest

When an employee believes that the potential for a conflict of interest exists, it is the employee's duty to report the matter to his/her supervisor, or if there is not a supervisor, to the County Board. Such report shall be made within 7 days after the potential for a conflict becomes known. A conflict of interest shall be deemed to exist when a review of the occurrence by the employee or the employee's supervisor (or the County Board if there is no supervisor) determines that this code of ethics has not been complied with.

Subd. (7) Resolution of Conflict of Interest

If either the employee or the employee's supervisor determines that a conflict of interest exists, the County Board shall handle resolution of the conflict. NOTE: In the case of conflict of interest involving a County Commissioner, the County Attorney shall handle the resolution.

Subd. (8) Acceptance of Advantage By County Employee

- (a) No employee of the County in direct contact with suppliers or potential suppliers of the County, or who may directly or indirectly influence a purchased product or products, evaluation contracted services, or otherwise has official involvement in the purchasing or contracting process shall:
 - (i) Have any financial interest or have any personal beneficial interest directly or indirectly on contracts or purchase orders for goods or services used by, or purchased for resale or furnished to the county; or
- (b) Accept directly from a person, firm or corporation to which a contract or purchase order has been or may be awarded, a rebate gift, money, or anything of value other than as defined in Section B. No such employee may further accept any promise, obligation or contract for future reward.

Subd. (9) Complaints

If a fellow employee or a non-employee makes a complaint about an employee's compliance with this Policy, the complaint should be initially brought to the attention of his/her department head in private. The department head will notify the subject of the complaint regarding the complaint within 7 days and before addressing the complaint at a public meeting as allowed by law.

Subd. (10) Violations

Violation of the provisions of this policy shall be grounds for disciplinary action against an employee, up to and including termination of employment.

Subd. (11) Annual Confirmation

Department Heads will sign an annual confirmation that they have received, read and understood the Aitkin County Code of Ethics Policy and that they are not aware of any violations of such policy. Such confirmation will be filed with the Human Resources Director.

Section B. Harassment Policy, Including Sexual Harassment and Workplace Bullying and General Harassment

Purpose: To provide a work environment free of harassment in any form.

Subd. (1) Policy Statement

Comment [BJD109]: Updated this section to more clearly include other forms of harassment.
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(a) It is the policy of Aitkin County to maintain a work environment free of harassment and any form of sex discrimination in employment prohibited by Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act. Sexual harassment is unacceptable and will not be permitted. Threats, threatening language or other acts of aggression, harassment, or violence made toward or by any County employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. Any employee found to have acted in violation of this policy will be subject to disciplinary action, up to and including discharge from employment.

Comment [BJD110]: New

Subd. (2) General Harassment / Workplace Bullying

~~(a) The County defines bullying as "repeated inappropriate behavior, either direct or indirect, whether physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates It is Aitkin County's expectation that all employees will be treated with dignity and respect. The County will not in any instance tolerate bullying behavior/harassment. Employees found in violation of this policy will be disciplined, up to and including termination.~~

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~~(b) Bullying/Harassment may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully harassment is irrelevant, and will not be given considering when meting out discipline. As in sexual harassment, it. It is the effect of the behavior upon the individual which is important. Aitkin County considers the following types of behavior examples (defined below): verbal bullying, physical bullying, gesture bullying, and exclusion. In addition, the following examples may constitute or contribute to evidence of harassment or bullying in the workplace: of harassment;~~

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~~(ii) Shouting, raising voice at an individual in public and/or in private,~~

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~~(iii) Using verbal or obscene gestures,~~

~~(iv) Personal insults and use of offensive nicknames,~~

~~(v) Public humiliation in any form,~~

~~—Constant criticism on matters unrelated or minimally related to the person's job performance or description;~~

~~—Ignoring/interrupting an individual at meetings;~~

~~—Public reprimands.~~

- ~~— Repeatedly accusing someone of errors which cannot be documented.~~
- ~~— Deliberately interfering with mail and other communications.~~
- ~~— Spreading rumors and gossip regarding individuals.~~
- ~~— Encouraging others to disregard a supervisor's instructions.~~
- ~~— Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot reasonably be met, giving deliberately ambiguous instructions).~~
- ~~— Inflicting menial tasks not in keeping with the normal responsibilities of the job.~~
- ~~— Refusing reasonable requests for use of accrued time off in the absence of work-related reasons not to grant leave.~~
- ~~— Deliberately excluding an individual or isolating them from work-related activities (meetings, etc.).~~
- (vi) Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Comment [NB111]: New policy – review in concept. Detail to be worked on with legal.

~~(c) Work direction, constructive criticism, performance management and disciplinary actions are not to be construed as harassment.~~

Subd. (2) Subd. (3) _____ Definition from Minnesota Human Rights Act (§363A.03, Subd. 43.)

- (a) "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:
 - (i) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
- (b) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- (c) That conduct or communication has the purpose or effect of substantially interfering with an individual's employment, or creating an intimidating, hostile or offensive employment environment; and the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

~~Subd. (3)~~Subd. (4) Definition from Title VII of the Civil Rights Act of 1964

Comment [BJD112]: <http://www.eeoc.gov/laws/statutes/titlevii.cfm> Include all - Title VII, Pregnancy discrimination, Equal Pay Act, Age Discrimination, Title I of the ADA, GINA, etc.

- (a) Harassment on the basis of sex is a violation of Section 703 of Title VII. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- (i) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - (c) Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Subd. (4)Subd. (5) Examples of behavior or conduct which may constitute harassment or sexual harassment may include, but are not limited to the following:

- (a) Verbal
- (i) Verbal bullying - slandering, ridiculing or maligning a person or his or her family; persistent name calling which is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks;
 - (ii) Unwelcome sexual comments, innuendoes, or suggestions about an individual's body, clothing or sexual activity;
- (b) Discussion of sexual topics, sexual practices, sexual preferences, sexual experiences, sexual jokes and stories;
- (c) Requesting or demanding sexual favors, explicit or implicit suggestions that there is a positive or negative connection between sexual behavior or sexual compliance and any term or condition of employment; or
- (d) Language of an obscene or sexual connotation and stereotypical terms such as "sweetheart," "slut," "stud," or "hunk."
- (e) Non-Verbal
- (i) Gesture bullying - non-verbal threatening gestures.
 - (ii) Exclusion - socially or physically excluding or disregarding a person in work-related activities.
 - (i)-(iii) The display or posting of sexually explicit or graphic pictures, objects or items in the work place such as a "girlie calendar" or cartoons depicting sexual jokes or sexual acts;

- (f) The use of suggestive facial expressions or gestures of a sexual nature; or
- (g) Unwelcome visits to an individual's home, hotel room or areas considered private or outside the work premises.

(h) Physical

(i) Physical bullying – pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault or violence, damage to a person's work area or property.

~~(i)~~ (ii) Kissing, touching, patting, pinching or brushing against a person's body;

~~(i)~~ (i) Sexual contact; or

~~(i)~~ (ii) Assault and battery.

~~(k)~~ (i) This list of examples is not intended to be exhaustive. Other types of behavior or conduct, which are not included in this list, may constitute sexual harassment and be in violation of County policy.

~~Subd. (5)~~ Subd. (6) Responsibilities

- (a) All County employees and elected officials are required to conduct themselves in a manner consistent with the spirit and intent of this policy.
- (b) Any person who believes he or she has been subjected to harassment or sexual harassment by an employee, officer, agent of the County, or any third person with knowledge or belief of conduct which may constitute harassment or sexual harassment, must report the alleged acts immediately to an appropriate County official. (See Article 8B(4)).
- (c) Department Heads, supervisors, and elected officials are responsible for:
 - (i) Establishing and maintaining a climate in the work unit that encourages all employees to communicate questions or concerns regarding this policy;
- (d) Recognizing incidents which they believe may be harassment or sexual harassment;
- (e) Immediately notifying the Human Resources Director or designee, or County Administrator in writing of harassment allegations so that investigatory procedures may be implemented. The failure of a department head and/or supervisor to report a complaint of harassment may result in disciplinary action; and
- (f) Taking corrective action to eliminate substantiated incidents of harassment or sexual harassment.

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(g) Retaliation against a person who makes a complaint of harassment or participates, testifies or assists in the investigation of a harassment complaint is prohibited. Retaliation includes but is not limited to, any form of intimidation, reprisal or harassment. Retaliation will not be tolerated and may, in and of itself, result in disciplinary action, up to and including discharge from employment.

(h) The Human Resources Director or designee is responsible for:

(i) Informing department heads and supervisors of their obligations under this policy;

(i) Informing employees of the County's policy regarding harassment, including providing training and posting of this policy; and

(j) Investigating harassment allegations and ensuring that appropriate disciplinary action is consistently and fairly administered.

~~Subd. (6)~~ Subd. (7) Internal Complaint System and Discipline Procedure

(a) Reporting: Any person who believes he or she has been subjected to harassment or sexual harassment by an employee, officer, agent of the County, or any third person with knowledge or belief of conduct which may constitute harassment or sexual harassment, must report the alleged acts immediately to an appropriate County official as designated below.

(b) Appropriate County officials to whom complaints of harassment or sexual harassment should be made include:

(c) Your supervisor and/or department head;

(d) The harasser's supervisor and/or department head;

(e) The Human Resources Director or designee;

(f) The County Administrator.

If the individual engaging in harassment is an employee's supervisor and/or department head, the aggrieved employee should contact the County Administrator/Human Resources Director or designee. If the individual engaging in harassment is the County Administrator/Human Resources Director or designee, the aggrieved employee should contact a member of the Aitkin County Board.

REPORT IT—DO NOT IGNORE IT!

~~Subd. (7)~~ Subd. (8) Investigation

- (a) Upon notice of an allegation of harassment or sexual harassment, the Human Resources Director or designee, or someone they designate, will conduct a prompt, fair, and thorough investigation of the complaint. Fair consideration will be given to all the facts presented. All complaints will be handled in a confidential manner to the extent possible pursuant to applicable laws.
- (b) Normally, as the first step of investigation, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The investigator will attempt to obtain the following information:
 - (i) A description of the incident(s), including date(s), time(s), and place(s);
- (c) Corroborating evidence;
- (d) A list of witnesses; and
- (e) Identification of the offender(s).

~~Subd. (8)~~ Subd. (9) Prevention of Harassment

Aitkin County will:

- (a) Post notices of County policy and procedures;
- (b) Provide training activities in-house;
- (c) Provide counseling or support services to victims, or arrange for such services provided outside the County.

Section C. Smoke-Free And Tobacco-Free Policy

Purpose: To provide a smoke-free and tobacco-free working environment for Aitkin County employees and citizens.

~~Subd. (1)~~ _____

~~Subd. (2)~~ Subd. (10) The Aitkin County Board of Commissioners acknowledges the Minnesota Clean Indoor Air Act, House File #79, Chapter 211, Laws, 1975, Enacted August 1, 1975, Minnesota Statutes ~~§144.411 to §144.417~~ regarding "Smoking in Public Places."

- (a) ~~Effective July 1, 1990 a~~ All Aitkin County buildings will be smoke-free and tobacco-free; e-cigs are also prohibited. (Board approved 5/8/90). Additionally, there is no smoking or use of tobacco allowed in any county vehicle, equipment, or on lawn mowers or other ride-on equipment.
- (b) ~~Effective October 11, 2005 s~~ Smoking is prohibited 25 feet from any building entrance or exit.

- (c) The responsibility for the enforcement of the ~~smoke-free and tobacco-free non-smoking~~ policy ~~within the county buildings~~ is delegated to the individual Department Heads, both elected and appointed.

Section D. Drug Free Workplace Policy

Purpose: To provide a drug and alcohol free working environment for Aitkin County employees and citizens.

Subd. (1) Introduction

- (a) Aitkin County recognizes that drug use creates significant social problems that have the potential for causing severe effects to Aitkin County's workforce. Aitkin County has the responsibility to maintain a drug-free workplace and ensure that its employees perform their jobs efficiently, safely and in a professional manner. In order to achieve these objectives, Aitkin County employees must be able to work in a drug-free work environment, and themselves be free from the effects of drugs while at work.
- (b) The County intends to focus on education, prevention and assistance measures in striving to maintain a drug-free workplace as well and providing a safe and productive work environment. The purpose of this policy is to set forth the County's rules regarding drug use and possession of such in the workplace.

Subd. (2) Scope Of Coverage

The Aitkin County Policy on a Drug-Free Workplace is applicable to all Aitkin County employees, independent contractors and volunteers or any individual who is representing Aitkin County in any capacity. It will be the responsibility of every County Department to enforce all provisions of this policy. Questions regarding this policy should be referred to the Aitkin County Central Service Department. The coverage and intent of this policy is in accordance with the provisions as set forth in the Federal Drug-Free Workplace Act of 1988.

Subd. (3) Definitions

- (a) "Work Related Drug Use" is defined as the use of mood-altering drugs, including all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana or the use of prescription drugs when resulting behavior or appearance adversely affects work performance.
- (b) "Adversely Affects Work Performance" and "Under the influence" is determined to be present if the employee is perceptibly impaired; has impaired alertness, coordination, reaction, responses or effort; if the employee's condition threatens the safety of him/herself or others; or unprofessional or irresponsible conduct detrimental to the County.
- (c) "Controlled Substances" means those substances whose distribution is controlled by regulation or statute including, but not limited to, narcotics, depressants, stimulants, hallucinogens and cannabis.

- (d) "Mood-altering" or "Alert" means those substances whose distribution is controlled by regulation or statute including, but not limited to, narcotics, depressants, stimulants, hallucinogens and cannabis.
- (e) "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Subd. (4) County Employee Assistance Program

Employees may seek assistance through the county in a professional and confidential, out-of-work setting. Employees who may have an alcohol or other drug use problem are encouraged to seek a professional assessment before the problem affects their employment status. The Human Resources Director or designee will act as a confidential liaison between the employee and service provider if assistance is needed with setting up the initial appointment. Participation in this program is voluntary and confidential, except as may be required pursuant to Public Law 100-690, Title V, Subtitled D.

Subd. (5) Consequence Of Violations

Violations of this policy may constitute ~~just cause grounds~~ for discipline, up to and including discharge. Each situation will be evaluated on a case-by-case basis depending upon the severity and circumstances involved.

Subd. (6) Prohibitions

- (a) No employee shall report to work under the influence of alcohol, controlled substances, or other drugs which affect his/her alertness, coordination, reaction, response, judgment, decision-making or safety.
- (b) No employee shall operate, use or drive any equipment, machinery or vehicle of the County while under the influence of alcohol, controlled substances, or other mood-altering drugs. Such employee is under an affirmative duty to immediately notify his/her supervisor that he/she is not in appropriate mental or physical condition to operate, use or drive county equipment.
- (c) No employee shall unlawfully manufacture, distribute, dispense, possess, transfer, or use alcohol or a controlled substance in the workplace or wherever the County's work is being performed.
- (d) During work hours or while on the County's premises, no employee shall use, sell, posses or transfer alcoholic beverages, with the following exceptions:
 - (i) Consumption, possession, sale or purchases of alcohol when authorized by a Commissioner under separate statutory or executive agency authority.
- (e) Possession of alcohol while being transported in a County vehicle in compliance with applicable statutory requirements.

- (f) Possession of alcohol while in an employee's personal vehicle on the county's premises in compliance with applicable statutory requirements.
- (g) Possession of alcohol incidental to an investigation or court proceeding authorized by the Sheriff or County Attorney.
- (h) Additionally, employees shall not participate in these activities during rest breaks or during overtime work.
- (i) Engaging in off-duty sale, purchase, transfer, use or possession of alcohol or controlled substances may have a negative effect on an employee's ability to perform his/her work for the county. In such circumstances, the employee is subject to discipline.
- (j) When an employee is taking medically authorized drugs or other substances which may alter job performance, as defined in III-D above, the employee is under an affirmative duty to notify the appropriate supervisor of his/her temporary inability to perform the job duties of his/her position.
- (k) Agencies shall notify the appropriate law enforcement agency when they have reasonable suspicion, as defined in III-E above, to believe that an employee may have alcohol or controlled substances in his/her possession at work or on county premises. Where appropriate, agencies shall also notify licensing boards.
- (l) Employees are restricted from consuming alcoholic beverages or controlled substances during lunch or dinner meals when returning immediately thereafter to perform work on behalf of the county. Employees are advised that in any situation subsequent to the intake of alcohol or a controlled substance where the employee must continue conducting the county's business, any employee whose condition or behavior adversely affects his/her work performance shall be subject to possible discipline, up to and including discharge.

Subd. (7) Supplemental Policies

County departments may promulgate supplemental policies, which are not in conflict with this policy, including prohibiting the use or consumption of alcohol and/or controlled substances within a specified time period before the commencement of work. Such pre-work abstinence must be restricted to employees involved in sensitive security, treatment, or equipment operation and written notice must be disseminated to affected employees. Further, policies may be adopted only after meet and confer sessions are held with exclusive representatives and approval of the Minnesota Department of Employee Relations.

Subd. (8) Data Disclosure

Disclosure of information regarding employee alcohol and other drug use in the workplace must be consistent with applicable collective bargaining agreements and law. Questions in this area should be directed to the Employment and Labor Law Section of the Attorney General's Office or to the Department of Employee Relations, Labor Relations Bureau.

Subd. (9) Federal Grant Employees

Each employee engaged in the performance of work on federal grants or contracts is required to notify their department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Subd. (10) Drug/Alcohol Testing

Any alcohol and/or other drug testing undertaken by Appointing Authorities shall be in accordance with Minnesota Statutes ~~§181.950-957 (1987)~~, the Minnesota Drug and Alcohol Testing in the Workplace Act. Individual department drug and alcohol testing policies must be in written form and must be reviewed by the Minnesota Department of Employee Relations prior to implementation.

Section E. Job Classification

Subd. (1) Classification Plan

Job classifications are shown in Appendix B.

Subd. (2) These policies and procedures express the Aitkin County Board of Commissioners' intent to maintain a County-wide plan which conforms with Comparable Worth standards found in Minnesota Statute ~~§471.991-§471.999~~ related to local governments in Minnesota.

Subd. (3) The County Job Classification Plan provides a way for individual County jobs to be evaluated and classified according to their comparable work value. Each County job shall be evaluated and placed in a specific classification and pay grade to ensure compliance with pay equity requirements. The County Administrator shall provide a consistent format for position descriptions throughout the County, and a consistent process for evaluating jobs and assigning them to the appropriate pay grade.

Subd. (4) It is the inherent right of management to redesign jobs, restructure jobs, and create new jobs in meeting the objectives of the County. From time to time, management will need to create new classifications to better respond to the needs and challenges of Aitkin County. The Plan shall be developed and maintained so that positions substantially similar with respect to knowledge and skills, supervisory authority, and working conditions, are included within the same class; and that the same schedules of compensation shall apply to all positions in the job class, as allowed by collective bargaining agreements.

Subd. (5) _____

~~Subd. (6)~~ Subd. (5) Position Descriptions: Each job in the County shall have a corresponding position description. The position description shall define the following elements of each position:

(a) Objective or summary of the position;

- (b) Essential job duties and responsibilities;
- (c) Supervisory authority of the position, if any;
- (d) Required Knowledge, Skills, and Abilities;
- (e) Required education, work experience, licenses and certifications;
- (f) Physical demands and working conditions;
- (g) Minimum or preferred qualifications; and
- (h) Fair Labor Standards Act (FLSA) status.

~~Subd. (7)~~ Subd. (6) Position Reclassification

- (a) Position reclassification becomes necessary when a significant change takes place in the scope of the position.
- (b) The County shall review the Classification Plan periodically to ascertain whether or not it corresponds with existing conditions in the County service, and to make any revisions, where necessary.
 - (i) Department heads or their designees are encouraged to review position descriptions during annual performance appraisals and to inform the Human Resources Director of any revisions necessary in the position description, noting if there is a significant change in the nature or scope of the work performed in the job classification. The Human Resources Director is responsible for assisting the Department Head to make revisions. The County Administrator will approve position description revisions if the revisions will result in a lower grade level. County Board approval is required when positions are reclassified to higher grade levels.
- (c) Consideration for job classifications that experience significant change will be handled on a case-by-case basis with the department head notifying the Human Resources Director of the changes and reasons for the changes.
- (d) The County Administrator shall determine whether a position description substantially matches an existing classification. Position descriptions that do not substantially match an existing classification will be forwarded to the consultant or other authority responsible for evaluating positions in accordance with the County's classification plan. The evaluation shall include an objective methodology to evaluate the jobs, the assignment of points and pay grades accordingly, the documentation to support the decision, and notification to the Human Resources Director of the decisions. The Human Resources Director shall notify the affected employee(s) and department head of the result of the evaluation, the effective dates of any change in pay grade, and actual salary.

- (e) A FLSA non-exempt employee whose job classification is upgraded, within the DBM classification system, will be placed in the new pay range that results in at least a \$0.75 per hour increase. A FLSA exempt employee whose job classification is upgraded, within the DBM classification system, will be placed in the new pay range that results in at least a \$1,560.00/year increase (pro-rated if reclassification occurs mid-year).
- (f) If a position is evaluated at a lower pay grade, within the DBM classification system, the employee will be placed on their current step in the new lower grade, and the employee's salary shall be frozen until such time when their grade and step placement exceeds their current pay rate.
- (g) Pay adjustments due to position reclassification will be applied prospectively, not retroactively. The effective date of any pay adjustment shall be January 1st or the first day of the first pay period following Board approval of the classification change. Agreement with the exclusive representative will be sought prior to Board action when necessary and changes must comply with the provisions of the union contract.

Subd. (8) Subd. (7) Periodic Classification Review

(a)(h) In the event that an employee requests a classification review and the department head elects to not bring the request to the Human Resources Director, the employee may appeal his or her classification by presenting facts to the Human Resources Director within ten (10) working days following the department head's response to the employee. The appeal to the Human Resources Director will be in writing and will include the department head's response.

(b)(i) The Human Resources Director will review the facts and respond to the employee within sixty (60) calendar days of receipt of the appeal. If the Human Resources Director agrees with the department head, the decision made by the Human Resources Director will submit the facts to the County Administrator for resolution. If the Human Resources Director agrees with the employee, the facts will be submitted to the County Administrator for resolution, and the decision made by the County Administrator will be final.

(e)(j) Periodic classification reviews can be requested by employee(s) of a particular job class, to their department head, once every 24 months when significant change has occurred to the job.

Subd. (9) Subd. (8) Classification Changes Initiated By the Human Resources Director

The Human Resources Director, when he or she deems appropriate, may re-classify the grade of a position up or down one grade after documenting the reason in writing and discussing with the supervisor and/or Department Head and obtaining the approval of the County Administrator. This action may be accomplished in cases where internal rankings do not conform to practiced lines of authority (i.e., office hierarchy or supervisory authority) but may also account for market relationships as well. This recommendation would be presented to the County Board for approval.

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~~Subd. (10)~~Subd. (9) New Positions

If a new position classification is created, it will be the responsibility of management to define and determine essential requirements and duties of the position. The Human Resources Director will work with department heads and supervisors to develop the position description in a format consistent with all position descriptions. The position description will be assigned to a classification under the classification plan and to an appropriate pay grade in the compensation plan. Final approval of any new position classifications will require County Board approval.

Section F. Employee Recognition Service Awards

Purpose: To formally recognize employees who have completed 25, thereafter in increments of 5, years of service by presenting them with an award for their achievement.

Subd. (1) In appreciation of their contribution, Aitkin County employees shall receive a service award for reaching 25, 30, and 35 years of service. The ~~Employee Recognition committee~~ Labor-Management Committee shall coordinate the selection, purchasing and presentation of the awards.

Subd. (2) The dollar value of each award will also be based upon the years of service:

(a) 25 years of service \$ 50

(b) 30 years of service _____\$100

(c) 35 years of service _____\$150

~~In the year 2000, those employees who are in between service levels will receive an award for the preceding service level.~~

ARTICLE IX FORMS AND ATTACHMENTS

Section A. Appendix A, Salary Schedule

Employees covered by these compensation guidelines shall receive an annual salary or wage as approved by the Aitkin County Board of Commissioners. Salary increases will take effect January 1, 2015, for all positions.

2015 NON-UNION FLSA EXEMPT			2015 NON-UNION FLSA NON-EXEMPT		
Grade	MIN/YR	MAX/YR	Grade	MIN/HR	MAX/HR
20	\$ 83,824	\$ 125,424	20	\$ 40.30	\$ 60.30
19	\$ 80,704	\$ 120,744	19	\$ 38.80	\$ 58.05
18	\$ 77,584	\$ 116,064	18	\$ 37.30	\$ 55.80
17	\$ 74,464	\$ 111,384	17	\$ 35.80	\$ 53.55
16	\$ 71,344	\$ 106,704	16	\$ 34.30	\$ 51.30
15	\$ 68,224	\$ 102,024	15	\$ 32.80	\$ 49.05
14	\$ 65,104	\$ 97,344	14	\$ 31.30	\$ 46.80
13	\$ 61,984	\$ 92,664	13	\$ 29.80	\$ 44.55
12	\$ 58,864	\$ 87,984	12	\$ 28.30	\$ 42.30
11	\$ 55,744	\$ 83,304	11	\$ 26.80	\$ 40.05
10	\$ 52,624	\$ 78,624	10	\$ 25.30	\$ 37.80
9	\$ 49,504	\$ 73,944	9	\$ 23.80	\$ 35.55
8	\$ 46,384	\$ 69,264	8	\$ 22.30	\$ 33.30
7	\$ 43,264	\$ 64,584	7	\$ 20.80	\$ 31.05
6	\$ 40,144	\$ 59,904	6	\$ 19.30	\$ 28.80

5	\$	37,024	\$	55,224	5	\$	17.80	\$	26.55
4	\$	33,904	\$	50,544	4	\$	16.30	\$	24.30
3	\$	30,784	\$	45,864	3	\$	14.80	\$	22.05
2	\$	27,664	\$	41,184	2	\$	13.30	\$	19.80
1	\$	24,544	\$	36,504	1	\$	11.80	\$	17.55

[insert the 2015-2016 temporary employee wage scale here and include authority for the County Administrator to make deviations from it as deemed necessary]

Section B. Appendix B, Job Classifications

Non-union Job Classifications	Grade
ACCOUNTANT (Highway Dept.)	10
ADMINISTRATIVE ASSISTANT (County Administrator's Office)	5
ADMINISTRATIVE COORD.-LLCC	5
ASST. COUNTY ASSESSOR	9
ASST. COUNTY ATTORNEY I	11
ASST. COUNTY ATTORNEY II	13
ASST. COUNTY ENGINEER	13
ASST. HWY. MAINT. FOREMAN	6
ASST. LAND COMMISSIONER	10
ASST. ZONING ADMINISTRATOR	10
BUILDING & GROUNDS SUPERVISOR	7
CHILD SUPPORT SUPERVISOR	9 10
COMPLIANCE OFFICER/WETLAND SPE	9
COMPUTER SPECIALIST/ Iseries	3
COMPUTER SPECIALIST/ WEB	4
CONFIDENTIAL SECRETARY (Sheriff's Office)	4
COOK -LLCC	1
COOK-HOUSEKEEPER - LLCC	1

Comment [BJD113]: Updated grade levels following Appeals.

COUNTY ADMINISTRATOR	20
COUNTY ASSESSOR	14
COUNTY ENGINEER	18
CRIME VICTIM COORDINATOR	6
CUSTODIAN	2
DEPUTY AUDITOR / PAYROLL TECHNICIAN	6
ECONOMIC DEV/FOREST IND. COORD	10
ENVIRONMENTAL HEALTH SPEC.	9
ENVIRONMENTAL SERVICE DIR	14
FINANCIAL ASSISTANCE SUPERVISOR (HHS)	10
FINANCIAL ASSISTANT (Auditor's Office)	10
FISCAL SUPERVISOR / COLLECTIONS OFFICER (HHS)	10
FOOD SERVICE COORD.-LLCC	<u>23</u>
GIS COORDINATOR	9
HEALTH AND HUMAN SERVICES DIRECTOR*	18
HEALTH EDUCATOR	9
HUMAN RESOURCES DIRECTOR	14
HUMAN RESOURCES SPECIALIST	5
HWY. MAINT. FOREMAN	10
INSTRUCTION COORD.-LLCC	10
IT DIRECTOR	14
LAND COMMISSIONER	14
LAND SURVEY COORDINATOR	9

LLCC BUSINESS AND MARKETING MANAGER	12
MAINTENANCE COORD.-LLCC	<u>23</u>
NETWORK ADMINISTRATOR	9
NETWORK APPLICATION SUPPORT SPECIALIST	7
OFFICE ASSISTANT IV (Highway)	4
OFFICE MANAGER / LEAD PARALEGAL	8
OFFICE SUPPORT SPECIALIST, SR.	4
PUBLIC HEALTH NURSE	10
PUBLIC HEALTH SUPERVISOR	13
REGISTERED NURSE	9
RIGHT OF WAY / PERMITTING AGENT	9
SCHOOL YEAR INSTRUCTOR NATURALIST-LLCC	5
SOCIAL SERVICES SUPERVISOR	13
SR. ASST. COUNTY ATTORNEY	17
VETERANS SERVICES OFFICER	9

* indicates individuals who have an individual contract.

Section C. Appendix C, Christmas Eve

December 9, 2014

Excerpt from Aitkin County Board Minutes

Motion by Commissioner Niemi, seconded by Commissioner Marcotte and carried, all members voting yes to approve closing the County Offices on Christmas Eve 2014 and authorizing non-union employees to be absent with pay.