



# Board of County Commissioners Agenda Request

|   |
|---|
| <hr style="width: 80%; margin: 0 auto;"/> Agenda Item # |
|---|

**Requested Meeting Date:** November 22, 2022

**Title of Item:** Ratify Teamsters Non-licensed 2023-2025 Agreement and 2022 MOA

|  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> REGULAR AGENDA<br><input type="checkbox"/> CONSENT AGENDA<br><input type="checkbox"/> INFORMATION ONLY | <b>Action Requested:</b><br><input type="checkbox"/> Approve/Deny Motion<br><input type="checkbox"/> Adopt Resolution (attach draft)<br><i>*provide copy of hearing notice that was published</i> | <input type="checkbox"/> Direction Requested<br><input type="checkbox"/> Discussion Item<br><input type="checkbox"/> Hold Public Hearing* |
|--|---|---|

|   |                                |
|---|--------------------------------|
| <b>Submitted by:</b><br>Bobbie Danielson, HR Director | <b>Department:</b><br>HR Dept. |
|---|--------------------------------|

|   |  |
|---|--|
| <b>Presenter (Name and Title):</b><br>Jessica Seibert, County Administrator, or Bobbie Danielson, HR Director | <b>Estimated Time Needed:</b><br>5 Minutes |
|---|--|

**Summary of Issue:**

The union was voting at time of agenda deadline. The employer was notified on 11/17/2022 that voting is complete and the Agreement passed with almost a unanimous yes vote.

The Teamsters Non-licensed union represents approx 24 positions. The parties have been in negotiations since 9/28/2022 and reached a settlement on 11/03/2022. A redlined copy of the Agreement is attached outlining all changes. A few highlights of the agreement include: Updated PTO, promotion pay, and group insurance.

Wages / Open Range Scale: (WIRM = within range movement)  
 1/1/2023 3% WIRM + 2% WIRM value divided based on seniority (chart attached), not to exceed the max.  
 1/1/2024 4% WIRM + 1% WIRM value divided based on seniority (chart attached), not to exceed the max.  
 1/1/2025 5% WIRM, not to exceed the max.

One-time lump sum for those at the max as shown in charts attached to Agreement.

This settlement is a great example of how the Open Range Scale offers flexibility to the union and members, as well as the employer, reaching a Tentative Agreement in just 3 meetings over a 5 week period.

The 2022 MOA provides 4 hours holiday pay on Christmas Eve 12/24/2022 and a market wage adjustment for jail staff.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
 Motion to ratify the attached 2023-2025 Teamsters Non-licensed Unit Agreement and 2022 MOA and to authorize the Chair, Administrator, and HR Director to sign. Also, authorize the County Administrator or designee to make misc final edits if any are deemed necessary.

**Financial Impact:**

Is there a cost associated with this request?       Yes       No

What is the total cost, with tax and shipping? \$

Is this budgeted?       Yes       No      *Please Explain:*

Wages are budgeted.

**A G R E E M E N T**

***By and Between***

**AITKIN COUNTY**

***and***

**GENERAL DRIVERS, WAREHOUSEMEN, HELPERS &  
INSIDE EMPLOYEES LOCAL UNION NO. 346  
(NON-LICENSED ESSENTIAL UNIT)**

**Duluth, Minnesota**

**January 1, 2023 to December 31, 2025**

Deleted: 2021

Deleted: 2022

TEAMSTERS LOCAL 346  
 NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

Deleted: 2021-2022

**INDEX**

**Contents**

PREAMBLE ..... 1

TERMS AND RELATIONS ..... 1

CONDITIONS OF EMPLOYMENT ..... 1

RECOGNITION ..... 1

REPRESENTATION ..... 1

CHECK OFF ..... 2

UNION SECURITY ..... 2

TIME OFF ..... 2

VESTED RIGHT OF MANAGEMENT ..... 2

EMPLOYMENT STATUS DEFINITIONS ..... 3

PROBATION ..... 3

SENIORITY ..... 4

SCHOOLING ..... 5

SAFETY EQUIPMENT ..... 5

EXPENSES ..... 5

LOSS OR DAMAGE ..... 5

UNIFORMS ..... 5

MEDICAL EXAMINATIONS ..... 6

WEEKLY HOURS AND OVERTIME RATES ..... 6

REST BREAKS ..... 7

SENT HOME UPON ARRIVAL ..... 7

CALL OUT TIME ..... 7

COMP TIME ..... 7

COURT TIME ..... 8

TIMESHEETS ..... 8

PAY PERIOD ..... 8

PROMOTIONS ..... 8

LEAVE OF ABSENCE ..... 9

HOLIDAYS ..... 10

PAID TIME OFF ..... 11

SEVERANCE PAY ..... 11

MSRS HCSP ..... 14

PERSONAL LEAVE ..... 14

BEREAVEMENT LEAVE ..... 15

RETIREMENT ..... 16

INSURANCE AND BONDS ..... 16

GROUP HEALTH INSURANCE ..... 16

LIABILITY INSURANCE ..... 16

LIFE INSURANCE ..... 17

LONG-TERM DISABILITY INSURANCE AND OTHER VOLUNTARY BENEFITS ..... 17

BONDS AND PREMIUMS ..... 17

INDIVIDUAL AGREEMENT ..... 17

GRIEVANCE PROCEDURE ..... 17

**Deleted:** PREAMBLE 1¶

TERMS AND RELATIONS . 1¶

CONDITIONS OF EMPLOYMENT 1¶

Section 1. RECOGNITION . 1¶

Section 2. REPRESENTATION 1¶

Section 3. CHECK OFF . 2¶

Section 4. UNION SECURITY 2¶

Section 5. TIME OFF . 2¶

Section 1. VESTED RIGHT OF MANAGEMENT 2¶

Section 1. EMPLOYMENT STATUS DEFINITIONS . 3¶

Section 1. PROBATION 3¶

Section 1. SENIORITY . 4¶

Section 1. SCHOOLING 5¶

Section 1. SAFETY EQUIPMENT . 5¶

Section 2. EXPENSES 5¶

Section 3. LOSS OR DAMAGE . 5¶

Section 1. UNIFORMS 5¶

Section 1. MEDICAL EXAMINATIONS . 6¶

Section 1. WEEKLY HOURS AND OVERTIME RATES 6¶

Section 2. COMP TIME . 7¶

Section 3. COURT TIME 8¶

Section 1. PAY PERIOD . 8¶

Section 1. PROMOTIONS 8¶

Section 1. LEAVE OF ABSENCE . 9¶

Section 1. HOLIDAYS 10¶

Section 1A. PAID TIME OFF . 11¶

Section 1B. VACATIONS (This vacation section will expire on 8/31/2021, end of day, when PTO is implemented. Employees vacation banks will be transferred to their PTO bank on 9/1/2021.) 14¶

SICK LEAVE BENEFITS/CARE OF RELATIVES: . 14¶

Section 1. (This sick leave/care of relatives Section 1 will expire on 9/1/2021, end of day, when PTO and extended sick leave is implemented. Employees sick leave banks will be transferred to their extended sick leave bank on 9/12/2021.) 14¶

Section 3. MSRS HCSP . 14¶

Section 1. PERSONAL LEAVE 14¶

Section 1. BEREAVEMENT LEAVE . 15¶

Section 1. RETIREMENT 16¶

INSURANCE AND BONDS. 16¶

Section 1. GROUP HEALTH INSURANCE 16¶

Section 2. LIABILITY INSURANCE . 16¶

Section 3. LIFE INSURANCE 17¶

Section 4. LONG-TERM DISABILITY INSURANCE AND OTHER VOLUNTARY BENEFITS . 17¶

Section 5. BONDS AND PREMIUMS 17¶

Section 1. INDIVIDUAL AGREEMENT . 17¶

Section 2. JOB STEWARD 17¶

Section 1. GRIEVANCE PROCEDURE . 17¶

Section 1. DISCIPLINE 20¶

Section 1. DISCHARGE AND LOUDERMILL HEARING . 20¶

Section 1. WAGES 21¶

Section 2. Shift Differential . 21¶

Section 1. SAVINGS AND SEPARABILITY CLAUSE 22¶

Section 1. TEAMSTERS LEGAL DEFENSE FUND . 22¶

Section 1. EXPIRATION 22¶

Memorandum of Agreement (EARLY RETIREMENT INCENTIVE) . 24¶

Appendix A . 25¶

Appendix B . 25¶

TEAMSTERS LOCAL 346  
NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

Deleted: 2021-2022

DISCIPLINE.....20  
DISCHARGE AND LOUDERMILL HEARING.....20  
WAGES .....21  
SHIFT DIFFERENTIAL.....21  
RECLASSIFICATION AND PROMOTION.....21  
DEMOTION .....21  
SAVINGS AND SEPARABILITY CLAUSE .....22  
TEAMSTERS LEGAL DEFENSE FUND .....22  
EXPIRATION.....24  
Memorandum of Agreement (EARLY RETIREMENT INCENTIVE).....24  
Appendix A WAGE SCALES .....25

## **PREAMBLE**

Aitkin County, hereinafter referred to as the "Employer" and the General Drivers, Dairy Employees, Warehousemen, Helpers and Inside Employees Local Union No. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union", agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

## **TERMS AND RELATIONS**

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

## **CONDITIONS OF EMPLOYMENT**

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

## **ARTICLE 1.**

### **Section 1. RECOGNITION**

Local Union No. 346, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, shall be recognized as the sole and exclusive collective bargaining agent for all non-licensed essential employees of the Aitkin County Sheriff's Department, Aitkin, Minnesota, whose service exceeds 67 working days in a calendar year or the lesser of 14 hours per week or 35% of the normal work week, excluding supervisory, confidential and licensed essential employees, as set forth in the Certification of Exclusive Representative, BMS Case No. 00-PCE-454, dated October 20, 1999, by the Minnesota Bureau of Mediation Services.

### **Section 2. REPRESENTATION**

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

**(B) JOB STEWARD.** Aitkin County recognizes the right of the Union to designate Job Stewards to handle such Union business as may from time to time be delegated to the

Moved (insertion) [1]

Job Stewards by the Union. The Employer shall be notified in writing of the names of the employees designated as Job Stewards.

**Section 3. CHECK OFF**

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure.

**Section 4. UNION SECURITY**

- (A) In recognition of the Union as the exclusive representative, the Employer shall deduct from the pay of all employees an amount sufficient to provide payment of initiation fees and dues established by the Union from the wages of all employees expressly authorizing, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated officers of the Union.
- (B) The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this section.

**Section 5. TIME OFF**

- (A) The Employer agrees to grant reasonable and necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other Official Union business, provided one (1) week's written notice is given to the Sheriff by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of individuals affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.
- (B) The Employer will not pay any employee to come in on their scheduled time or day(s) off for negotiations, but when on-duty, the Employer will permit the Teamsters Negotiating Committee, comprised of up to two members of the bargaining unit, to appear at all negotiation meetings with the Employer without the loss of pay.

**ARTICLE 2.**

**Section 1. VESTED RIGHT OF MANAGEMENT**

The right to employ, transfer, direct and discipline employees and the management of the property and equipment of Aitkin County is reserved and shall be vested exclusively in the County Board, including the sole authority of the County Board to define "cause" for

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

### **ARTICLE 3.**

#### **Section 1. EMPLOYMENT STATUS DEFINITIONS**

- (A) A regular full-time employee is hereby defined as a person hired to fill a permanent position with full employment annually.
- (B) A temporary or seasonal employee is hereby defined as a person hired for a period of time not to exceed six (6) months and they shall be separated from the payroll at the end of such period. At the time of hiring, temporary and seasonal employees will be notified that their employment is temporary or seasonal and that they shall accrue no rights under this Agreement for such periods of time worked. Successive appointments to temporary or seasonal positions will not be made unless mutually agreed to between the County and the Union.
- (C) A permanent part-time employee is hereby defined as a person hired to work less than a regular full-time employee on a regular basis, typically between 14 and 29 hours per week on average. Part-time employees who work less than 14 hours per week on average are not covered by this Agreement.

### **ARTICLE 4.**

#### **Section 1. PROBATION**

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

Deleted: 2021-2022

**ARTICLE 5.**

**Section 1. SENIORITY**

(A) The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment as a regular full-time or permanent part-time employee, provided, however, that no time prior to discharge or quit shall be included. The employee's seniority shall not be diminished by:

1. temporary lay-off due to lack of work,
2. shortage of funds,
3. or any other contingency beyond the control of either party to this Agreement.

(B) The policy of seniority shall prevail to regular full-time and permanent part-time employees. Permanent part-time employees shall be listed on the bottom of the seniority list in proper sequence and shall so state that they are part-time employees.

(C) The seniority list shall be posted and kept up-to-date annually by the Sheriff Employer. A copy of the list shall be made available to Teamsters Local No. 346. Said seniority list shall contain the name and starting date of each employee.

Deleted: the Secretary of

Deleted: Permanent part time employees shall be carried on the bottom of the list in proper sequence and the list shall so state that they are part time.

(D) Beginning on the date of ratification of this 2023-2025 Agreement, permanent part-time employees who accept a position of regular full-time shall have their part-time seniority pro-rated and credited dating from their original date of hire with the Employer as long as it is continuous employment and reflects their time in this bargaining unit. An example: If an employee was hired on January 1, 2018 and worked part-time 20 hours per week for five years and then accepted a regular full-time position on January 1, 2023, their seniority date of January 1, 2018 listed on the part-time seniority roster would be pro-rated as 2 ½ years (full-time equivalent) and they would be added to the full-time seniority roster with a seniority date of July 1, 2020.

Deleted: <#>No seasonal employee, permanent part-time employee, or temporary employee shall exceed in seniority a regular employee who fills a full-time position.¶

(E) While working in a part-time, seasonal, or temporary position, no permanent part-time, seasonal, or temporary employee shall exceed in seniority a regular full-time position employee.

(F) In the event the County decides to lay off employees, layoff shall be in the inverse order of seniority by classification. Permanent part-time employees shall be laid off prior to full-time employees.

a. A Correctional Officer being laid off who has greater bargaining unit seniority may bump the least senior Dispatcher/Jailer.

Deleted: Jailer

Deleted: .

b. A Dispatcher/Jailer being laid off who has greater bargaining unit seniority may bump the least senior Correctional Officer.

Deleted: Jailer.



TEAMSTERS LOCAL 346  
NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

Deleted: 2021-2022

- c. A Jail Sergeant being laid off who has greater bargaining unit seniority may bump the least senior employee in either the Correctional Officer or the Dispatcher/Jailer classification.
- d. An employee being laid off who exercises seniority rights to bump into another classification shall be in a probationary status as to the new position for ninety (90) calendar days.

Deleted: Senior Jailer/Dispatcher

Deleted: Jailer

(G) Seniority shall terminate if:

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

**ARTICLE 6.**

**Section 1. SCHOOLING**

All employees who are required to attend school shall be paid the straight time hourly rate for each day of attendance at school. It is further agreed that they shall be reimbursed for necessary and actual expenses in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts.

**ARTICLE 7.**

**Section 1. SAFETY EQUIPMENT**

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

**Section 2. EXPENSES**

All employees, when away from their homes overnight because of their duty, or outside the County, shall be reimbursed for food and lodging expenses during their absence in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts.

**Section 3. LOSS OR DAMAGE**

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

**ARTICLE 8.**

**Section 1. UNIFORMS**

The County agrees to supply to all regular full-time employees four (4) uniforms. Replacements will be furnished when needed.

Permanent part-time employees will be issued two (2) uniforms.

**ARTICLE 9.**

**Section 1. MEDICAL EXAMINATIONS**

- (A) Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations not to exceed one in any one year, unless the employee has suffered serious injury or illness during the year. Employees shall receive their regular compensation and shall not be deducted pay for time spent during an examination required by the Employer.
- (B) If the employee disagrees with the results of the medical examination required by the Employer, the employee may be examined by a doctor chosen by the employee or the Union. The Employer shall not be required to pay for said examination. The employee and the Union shall provide the Employer with a copy of the second opinion.
- (C) If the opinions of the Employer's and the employee's or Union's physician differ, the Employer may require the employee to submit to a third examination by a physician at the expense of the Employer. Either party may propose the third examination location, however, if no agreement is mutually reached between the parties within fourteen (14) calendar days (unless the parties agree within this timeframe to extend the timeline), the third examination will be conducted by a physician at Essentia Health – Baxter, at the expense of the Employer. The opinion of the third physician shall be binding. Employees shall receive their regular compensation and shall not be deducted pay for time spent during this third examination.

**ARTICLE 10.**

**Section 1. WEEKLY HOURS AND OVERTIME RATES**

- (A) The Sheriff's Department maintains the facilities on a twenty-four (24) hour a day basis. The Employer shall establish work schedules for its employees and shall post the schedules for one (1) week.
- (B) In an 8 hour per day schedule: All hours over eight (8) hours per day and/or 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay. Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid for call out time.
- (C) In a 10 hour per day schedule: All hours over ten (10) hours per day and/or 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay. Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid for call out time.

Deleted: 2021-2022

(D) In a 12 hour per day schedule: All hours over twelve (12) hours per day and/or eighty-four (84) hours per two (2) week payroll period shall be paid at one and one-half (1-1/2) times the rate of pay. Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid for call out time.

### **Section 2. REST BREAKS**

(E) If the needs of the service permit, all employees who are scheduled to work eight (8) and ten (10) hour shifts shall be allowed two (2) fifteen (15) minutes rest breaks in each shift, at times determined by the work load. If the needs of the service permit, all employees who are scheduled to work twelve (12) hour shifts shall be allowed three (3) fifteen (15) minute rest breaks in each shift, at times determined by the work load.

### **Section 3. SENT HOME UPON ARRIVAL**

When a regular full-time or permanent part-time employee reports to work in accordance with the work schedule without having been previously notified by their supervisor or designee not to report to work and are sent home upon arrival, they shall receive a minimum of 2 hours pay at the employee's straight time rate of pay.

Deleted: When a regular full-time employee reports to work in accordance with the work schedule without having been previously notified not to report to work or if any employees are called back to work after completing the scheduled work day, or are called out for work during scheduled time off, they shall receive the minimum of two (2) hours pay at time and one-half (1-1/2). When a

### **Section 4. CALL OUT TIME**

Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid for call out time. Call out time is defined as when an employee is called back to work after completing their regularly scheduled work day, or is called out for work during scheduled time off, generally with short notice, to come in and help with an emergency. (Note: Call out time does not apply to an extension of or early report to a regularly scheduled shift. Call out time does not apply to extra shifts that an employee volunteers to work or is ordered or requested to work for standard scheduling purposes. Call out time does not apply to pre-scheduled training dates or mandatory staff meetings.)

Deleted: two (

Deleted: )

Deleted: work, paid

### **Section 5. COMP TIME**

- (A) At the discretion of the Sheriff, employees shall be permitted to accrue compensatory time off hours in lieu of the overtime pay set forth in Article 10 of the collective bargaining agreement.
- (B) Compensatory time shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked:
- (C) Use of compensatory time is subject to the prior approval of the Sheriff or designee and the needs of the Sheriff's Office.
- (D) It is agreed and understood that the use of compensatory time shall not result in overtime hours for any other employee of the Sheriff's Office.
- (E) The maximum compensatory time accrual shall be fifty (50) hours.

TEAMSTERS LOCAL 346  
NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

Deleted: 2021-2022

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

**Section 6. COURT TIME**

Deleted: 3

An employee who is scheduled to appear in court during the employee's scheduled off duty time shall receive a minimum of four (4) hours pay at the employee's regular base rate of pay, unless the court appearance is cancelled by 6:00 p.m. prior to the business day of the scheduled court appearance. This pay shall be used in computing overtime pay. An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimum. Note: Court Time shall be entered as Regular hours on the employee's timesheet unless the employee has already worked 40 hours per week (Dispatchers) or 84 hours per pay period (Correctional Officers and Jail Sergeants).

**ARTICLE 11.**

**Section 1. PAY PERIOD**

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

**Section 2. TIMESHEETS**

All payroll and timesheet related discrepancies will be initiated at Step 2 of the grievance procedure.

**ARTICLE 12.**

**Section 1. PROMOTIONS**

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

1. Ability to perform related work.
2. Attitude.
3. Aptitude.
4. Versatility.
5. Efficiency.
6. Previous work record.
7. Attendance.

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

- (B) Promotions from permanent part-time employment to regular full-time employment shall be made according to the above paragraph. Full-time employees will be given first consideration over permanent part-time employees when Jail Sergeant positions become available.
- (C) All job vacancies or new positions shall be posted on the intranet for a period of five (5) weekdays (Monday through Friday) so that the interested employees may have an opportunity to apply. Such notice shall state the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the requirements shall be considered. Internal applicants from the bargaining unit who meet the requirements of the position shall be selected to fill vacancies before the County advertises the position. If there is more than one internal applicant from the bargaining unit, selection will be based upon the criteria set forth in the first paragraph of this Article 12.
- (D) The successful applicant shall have a ninety (90) calendar day trial period in which to demonstrate his or her ability to perform the job. If during such period the Employer considers the employee unqualified, they shall be returned to their former position and rate of pay without loss of seniority rights.
- (E) The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out. If there is a dispute involving the provisions of this Article it shall be referred to the grievance procedure of this Agreement for resolution.

### **ARTICLE 13.**

#### **Section 1. LEAVE OF ABSENCE**

- (A) Family and Medical Leave** - Eligible employees will be granted FMLA in accordance with legal mandates and County policy.
- (B) Leave of Absence** - Any employee desiring a leave of absence from his or her employment shall secure written permission from the Sheriff. The maximum leave of absence shall be two (2) thirty (30) day periods and may be extended for like periods upon approval of the County Administrator. During the period of absence, the employee shall not engage in gainful employment without prior written approval of the County Administrator. Failure to comply with this provision shall result in the complete loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by the Employer. The employee will provide written notice to the Union of all leaves of absence approved pursuant to this paragraph.

**Deleted:** 2021-2022

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

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

## **ARTICLE 14.**

### **Section 1. HOLIDAYS**

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

|                        |                               |
|------------------------|-------------------------------|
| New Year's Day         | Labor Day                     |
| Presidents Day         | Veteran's Day                 |
| Martin Luther King Day | Thanksgiving Day              |
| Good Friday            | Friday after Thanksgiving Day |
| Memorial Day           | Christmas <u>Day</u>          |
| Fourth of July         |                               |

**Commented [BJD1]:** The employer will agree to the union's counter proposal to add Juneteenth as a paid holiday if it becomes a state holiday in Minnesota during the term of this Agreement. The parties can do this by MOU if it occurs during the term of this Agreement. TA 10/25/2022 4:05 p.m.

**Deleted:** Eve 4 hours if the day falls on a Monday through Thursday

**Moved (insertion) [2]**

**Deleted:** Day

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

(B) Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated holiday pay. Proration shall be based on full-time hours of 2,080 hours per year.

(C) Seasonal and temporary employees are not eligible for holiday pay.

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

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

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

Deleted: 2021-2022

**ARTICLE 15.**  
**Section 1A. PAID TIME OFF**

- (A) 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:

Deleted: Effective September 12, 2021 (reflected on the 10/8/2021 pay check), employees

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

Employees who have used at least 80 PTO hours in the previous twelve-month period may elect pay in lieu of PTO for up to 120 hours once in any calendar year.

Deleted: 96

Deleted: 80

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

All PTO hours count as time worked for the purpose of overtime computation. (Holidays, comp time, personal leave, and extended sick bank hours do not count towards the computation of overtime.)

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

TEAMSTERS LOCAL 346  
NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

Deleted: 2021-2022

whether any conviction results. In the event of the death of an employee, the employee's accumulated PTO credits shall be paid to the employee's estate.

Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service<sup>1</sup>. At no time can the extended sick leave bank exceed 720 hours. PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 15, Section 2.

<sup>1</sup>Employees who are eligible for severance pay under Article 16 are grandfathered in and will be allowed to continue to bank up to 960 hours in their extended sick leave bank. (Doug Sack and Steve Moreland)

Deleted: Kim Beneke, Tom Fistere,

Deleted: , Melissa Blazek, Jon Hegman,

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

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.

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.

Probationary employees may use accrued PTO with supervisory approval.

Section 2. Extended Sick Leave Bank / Care Of Relatives



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.

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.

The County reserves the right to require written medical certification from an employee.

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

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

**Deleted:** 2021-2022

**ARTICLE 16.**

**Section 1. Severance Pay**

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

|  |                                       |
|--|---------------------------------------|
| Retirement pursuant to a bona fide retirement plan or death.       | 100% of unused extended sick leave    |
| Retirement, resignation, or a voluntary quit with a 40 day maximum | 50 %of all unused extended sick leave |

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

**Section 3. MSRS HCSP**

Effective August 1, 2021, for employees who have met age and service requirements necessary to receive an annuity from PERA or who are receiving a disability benefit from PERA, the County will deposit 100% of the employee's severance pay and accrued but unused vacation or PTO into a MSRS HCSP account upon retirement or resignation in good standing.

**ARTICLE 17.**

**Section 1. PERSONAL LEAVE**

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

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

**Deleted: Section 1B. VACATIONS (This vacation section will expire on 8/31/2021, end of day, when PTO is implemented. Employees vacation banks will be transferred to their PTO bank on 9/1/2021.)**

All regular full-time employees shall be granted vacation as follows:

|                  |                      |
|------------------|----------------------|
| Completed        | Working Hours        |
| Years of Service | Employee May Earn as |
|                  | Vacation Per Year    |
| 0-3              | 96                   |
| 3-5              | 120                  |
| 5-10             | 144                  |
| 10-15            | 168                  |
| 15+              | 192                  |

Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated vacation pay. Proration shall be based on full-time hours of 2,080 hours per year.

Seasonal and temporary employees are not eligible for vacation pay.

**Moved up [2]:** The

**Deleted:** number of hours equivalent to the employee's scheduled shift will be deducted for each day of vacation used.

For the purposes of administering an employee's vacation time earned, the accumulated time will be shown in hours earned on the employee's pay stub. An employee may accumulate vacation hours up to a maximum of 280 hours. Vacation hours over the 280 hours maximum will be forfeited as accumulated on the monthly rate until such time as the employee is below the 280 hour maximum.

Employees who have taken at least 80 hours of vacation in the previous twelve-month period may elect to take straight time pay in lieu of a maximum of 80 hours of earned vacation once in any calendar year. Such vacation will not be counted as hours worked for the purpose of computing overtime.

When an employee is not working because of illness or injury and has exhausted their extended sick leave bank, they will be permitted to draw from their PTO bank.

Upon termination of employment for any cause, regular full-time and permanent part-time employees shall be paid for any accumulated vacation credits, including prorated payments for periods of less than one (1) year.

**Deleted: SICK LEAVE BENEFITS/CARE OF RELATIVES: Section 1. (This sick leave/care of relatives Section 1 will expire on 9/1/2021, end of day, when PTO and extended sick leave is implemented. Employees sick leave banks will be transferred to their extended sick leave bank on 9/12/2021.)**

Full-time (probationary and non-probationary) employee shall be entitled to eight (8) hours of sick leave with pay for each month of continuous employment. Unused sick leave may be accumulated up to a maximum of nine hundred sixty (960) hours. Employees begin earning sick leave as of the day of employment and may use sick leave during the probationary...

## **ARTICLE 18.**

### **Section 1. BEREAVEMENT LEAVE**

- (A) When a death occurs in a full-time (probationary and non-probationary) employee's immediate family, the employee may take up to 24 hours off with pay to attend the funeral or make funeral arrangements over the course of up to three (3) days. i.e. 3 eight-hour days or 2.4 ten-hour days or 2 twelve-hour days. Employees may elect to use their accrued and unused extended sick leave or PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a funeral leave day. The County may require verification of the need for the leave. For purposes of this Article, immediate family members are defined as an employee's spouse, life partner, child, step child, parent, step parent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, and grandchildren.
- (B) In cases requiring extensive travel time, the employee may be granted up to an additional 16 hours off with pay over the course of up to two (2) days, subject to approval of the Sheriff. Extensive travel time is defined as travel distance greater than 250 miles, one way.
- (C) Additional time, if needed, may be allowed by the County Sheriff, but such additional time in excess of 40 hours off with pay, over the course of up to five (5) days as indicated above, shall be charged against the employee's extended sick leave or PTO.
- (D) As an example, the general intent is as follows: If the employee is working 12 hour shifts and needs two days off, they would be paid for 24 hours funeral leave -- or if they are working 10 hour shifts and need two days off, they would be paid for 20 hours funeral leave -- or if they are working 8 hour shifts and need two days off, they would be paid for 16 hours funeral leave -- or if they are working 12 hour shifts and need 3 days off and there's no extensive travel time, they would be paid for 24 hours funeral leave and can elect to use 12 hours from their extended sick leave bank or PTO for the third day -- or if they are working 10 hour shifts and need three days off and there's no extensive travel time, they would be paid for 24 hours funeral leave and can elect to use 6 hours from their extended sick leave bank or PTO to complete the third day and it is understood that in most cases the Employer is not likely to schedule an employee to return for a partial shift on the last day.*
- (E) Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated funeral leave if the employee is scheduled to work, but needs time off to make arrangements for or to attend the funeral of an immediate relative, as defined above. Proration shall be based on full-time hours of 2,080 hours per year.
- (F) Seasonal and temporary employees are not eligible for paid funeral leave.

Deleted: 2021-2022

**ARTICLE 19.**

**Section 1. RETIREMENT**

Retirement benefits, PERA, will be provided to each employee covered by this Agreement as required by state statute.

**ARTICLE 20.**

**INSURANCE AND BONDS**

**Section 1. GROUP HEALTH INSURANCE**

(A) Regular full-time employees and their dependents shall be provided with group insurance through the Teamsters Joint Council 32 Employer Health & Welfare Fund. The Employer's contribution toward the total premium for group insurance shall be as follows:

- Effective January 1, 2023, \$1,235.00 per month flat dollar contribution.
- Effective January 1, 2024, \$1,255.00 per month flat dollar contribution.
- Effective January 1, 2025, \$1,275.00 per month flat dollar contribution.

Deleted: 2019

Deleted: 160

Deleted: 2020

Deleted: 180

Deleted: 2021

Deleted: 200

Deleted: Effective January 1, 2022, \$1,210.00 per month flat dollar contribution.¶  
¶

(B) In no event will the Employer's contribution exceed the actual cost of the coverage. Any additional amount due shall be paid by the employee. Notwithstanding anything herein contained, it is agreed that in the event the County is delinquent in the payment of its contribution to the Health and Welfare Program in effect for the employees covered under this contract, the Local Union shall have the right to take such legal action as they deem necessary until such delinquent payments are made. It is further agreed that in the event that action is taken, the County shall be responsible to the employees for losses resulting therefrom.

(C) Coverage starts on the first of the month following date of hire.

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

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

**Section 2. LIABILITY INSURANCE**

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

### **Section 3. LIFE INSURANCE**

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

Permanent part-time employees are not eligible for life insurance.

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

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

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

### **Section 5. BONDS AND PREMIUMS**

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

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

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

## **ARTICLE 21.**

### **Section 1. INDIVIDUAL AGREEMENT**

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

## **ARTICLE 22.**

### **Section 1. GRIEVANCE PROCEDURE**

#### **22.1 Definition of a Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Deleted: **Section 2. JOB STEWARD**¶

**Moved up [1]:** Aitkin County recognizes the right of the Union to designate Job Stewards to handle such Union business as may from time to time be delegated to the Job Stewards by the Union. The Employer shall be notified in writing of the names of the employees designated as Job Stewards.¶

## 22.2 Union Representatives

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

## 22.3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

See also Article 11, Section 2 before filing a grievance.

## 22.4 Procedure

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

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

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

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

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

#### 22.5 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

22.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in each step.

22.7 Choice of Remedy

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

22.8 Postmark

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

**ARTICLE 23.**

**Section 1. DISCIPLINE**

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

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

**ARTICLE 24.**

**Section 1. DISCHARGE AND LOUDERMILL HEARING**

(A) This Article 24 shall pertain to discharge cases only.



**Deleted:** 2021-2022

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

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

**ARTICLE 25.**

**Section 1. WAGES**

(A) Effective January 1, 2023, employees covered by this Agreement shall be paid in accordance with Appendix A.

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

**Deleted:** 2021

**Deleted:** 1/1/2021 One-half percent (1/2%) general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2021.¶

¶  
1/1/2021 One-time lump sum payment of \$1,349.92 each to Kim Beneke, Melissa Blazek, Tom Fistere, and Doug Sack (employees at the Max). ¶

¶  
Effective January 1, 2022, employees covered by this Agreement shall be paid in accordance with Appendix B. ¶

¶  
1/1/2022 Employees whose wage is below the maximum of the appropriate pay range will receive 5% within range movement, not to exceed the maximum.¶

¶  
1/1/2022 All Grade 4 Correctional Officers and Dispatchers will earn at least \$19.50 per hour. ¶

¶

**Deleted:** 2017

**Deleted:** 0.68

**Deleted:** Effective June 27, 2017, employees will receive shift differential of \$0.80 per hour for hours worked from

**Deleted:** 6:00 p.m. to 6:00 a.m.¶

**Deleted:** promoted

**Deleted:** higher

**Deleted:** would

**Deleted:** on

**Deleted:** step that results in

**Deleted:** least a \$0.25 per hour increase

**Deleted:** would

**Deleted:** step increases

**Section 2. Shift Differential.**

Effective January 1, 2023 employees will receive shift differential of \$1.00 per hour for hours worked from 6:00 p.m. to 6:00 a.m. ▾

**Section 3.**

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

**Section 4.**

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

(B) Involuntary Demotion: An employee who is demoted to a lower paid classification will be placed into the lower classification at the same percentile of the scale, not to exceed the Maximum. Thereafter, the employee will receive within range movement as

TEAMSTERS LOCAL 346  
NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

provided for by this Agreement. (For example: a Grade 6 employee who is paid 25% higher than the Grade 6 minimum will move to the Grade 5 classification and be paid 25% higher than the Grade 5 minimum. Or, a Grade 6 employee who is paid at the Grade 6 maximum, will move to the Grade 5 classification and be paid at the Grade 5 maximum.) This language does not apply to voluntary demotions when an employee applies for a new position in a lower graded classification.

**Section 5.**

Effective January 1, 2023, when a new Dispatcher/Jailer is hired, the Dispatch Supervisor may assign one experienced Dispatcher/Jailer to be the primary trainer for the new hire, for up to 8 weeks (4 pay periods) on a trial period. The primary trainer will receive a payment of \$80 per pay period.

**ARTICLE 26.**

**Section 1. SAVINGS AND SEPARABILITY CLAUSE**

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

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

**ARTICLE 27.**

**Section 1. TEAMSTERS LEGAL DEFENSE FUND**

Employees may participate in Team Legal through payroll deductions. Employees shall pay the entire fee for participation in Team Legal, and the County's only obligation will be to process payroll deductions.

**ARTICLE 28.**

**Section 1. EXPIRATION**

The period of this Agreement shall be from the 1st day of January 2023 until the 31st day of December, 2025 and shall continue in full force and effect from year to year thereafter, unless written notice of intention to terminate or modify this Agreement is given by either

Deleted: 2021-2022

Deleted: the

Deleted: ¶  
¶  
An

Deleted: posts for a job at a lower classification pay rate or who exercises seniority preference into a lower

Deleted: would move to the lower classification at the same longevity step as their previous position.¶  
¶  
An

Deleted: whose job

Deleted: is upgraded will be placed on the step in the new pay range that results in at least a \$0.75 per hour increase

Deleted: 2021

Deleted: 2022

TEAMSTERS LOCAL 346  
NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

Deleted: 2021-2022

party to the other party sixty (60) days prior to the date of expiration or any anniversary thereof. Such notice may be delivered personally or by certified mail and if by mail, the notice must be received sixty (60) days prior to the expiration or anniversary date thereof. If the notice is to terminate, this Agreement shall then terminate on the anniversary date next following. If the notice is to change or modify, such notice shall specify the changes or modifications demanded.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of November, 2022.

Deleted: June, 2021

\_\_\_\_\_  
Secretary/Treasurer, Local No. 346

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

\_\_\_\_\_  
President, Local No. 346

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

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

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

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

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

Deleted: 2021-2022

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

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the Teamsters General Local Union No. 346 (hereafter "Union").

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

WHEREAS, during negotiations for the 2023-2025 collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

Deleted: 2021-2022

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

NOW, THEREFORE, the parties agree as follows:

1. Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2023, 2024, and 2025 will have the opportunity to participate.
2. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

Deleted: 2021

Deleted: 2022

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this     day of    , 2022.

Deleted: 22nd

Deleted: June, 2021

FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
Secretary/Treasurer, Local No. 346

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

\_\_\_\_\_  
President, Local No. 346

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

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

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

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

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

TEAMSTERS LOCAL 346  
NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

Deleted: 2021-2022

**Appendix**

Deleted: 1/1/2021 Step Schedule

**OPEN RANGE SCALE FOR JANUARY 1, 2023**

| Grade | MIN             | MAX      | MIN           | MAX           |
|-------|-----------------|----------|---------------|---------------|
|       | FLSA Non-Exempt |          | FLSA Exempt   |               |
| 20    | \$ 50.90        | \$ 70.34 | \$ 105,881.95 | \$ 146,305.16 |
| 19    | \$ 49.02        | \$ 67.73 | \$ 101,967.89 | \$ 140,877.52 |
| 18    | \$ 47.14        | \$ 65.12 | \$ 98,053.83  | \$ 135,449.88 |
| 17    | \$ 45.26        | \$ 62.51 | \$ 94,139.76  | \$ 130,022.23 |
| 16    | \$ 43.38        | \$ 59.90 | \$ 90,225.70  | \$ 124,594.59 |
| 15    | \$ 41.50        | \$ 57.29 | \$ 86,311.64  | \$ 119,166.94 |
| 14    | \$ 39.61        | \$ 54.68 | \$ 82,397.58  | \$ 113,739.30 |
| 13    | \$ 37.73        | \$ 52.07 | \$ 78,483.51  | \$ 108,311.65 |
| 12    | \$ 35.85        | \$ 49.46 | \$ 74,569.45  | \$ 102,884.01 |
| 11    | \$ 33.97        | \$ 46.85 | \$ 70,655.39  | \$ 97,456.37  |
| 10    | \$ 32.09        | \$ 44.24 | \$ 66,741.33  | \$ 92,028.72  |
| 9     | \$ 30.20        | \$ 41.64 | \$ 62,819.33  | \$ 86,601.08  |
| 8     | \$ 28.32        | \$ 39.03 | \$ 58,903.94  | \$ 81,173.43  |
| 7     | \$ 26.44        | \$ 36.42 | \$ 54,988.54  | \$ 75,745.79  |
| 6     | \$ 24.56        | \$ 33.81 | \$ 51,094.78  | \$ 70,318.15  |
| 5     | \$ 22.68        | \$ 31.20 | \$ 47,179.39  | \$ 64,890.50  |
| 4     | \$ 20.80        | \$ 28.59 | \$ 43,264.00  | \$ 59,462.86  |
| 3     | \$ 18.92        | \$ 25.98 | \$ 39,348.61  | \$ 54,035.21  |
| 2     | \$ 17.04        | \$ 23.37 | \$ 35,433.22  | \$ 48,607.57  |
| 1     | \$ 15.15        | \$ 20.76 | \$ 31,517.82  | \$ 43,179.92  |

Deleted: 1/1/2021 Step Schedule

**MODIFIED UNIFORM WAGE SCALE, JANUARY 1, 2021** One-half perc

| Grade | Minimum/A | B        | C        | D        | E        | F        |
|-------|-----------|----------|----------|----------|----------|----------|
| 20    | \$ 43.97  | \$ 45.27 | \$ 46.61 | \$ 47.99 | \$ 49.41 | \$ 50.87 |
| 19    | \$ 42.35  | \$ 43.60 | \$ 44.89 | \$ 46.21 | \$ 47.58 | \$ 48.99 |
| 18    | \$ 40.73  | \$ 41.93 | \$ 43.16 | \$ 44.44 | \$ 45.75 | \$ 47.10 |
| 17    | \$ 39.10  | \$ 40.26 | \$ 41.44 | \$ 42.67 | \$ 43.92 | \$ 45.22 |
| 16    | \$ 37.48  | \$ 38.58 | \$ 39.72 | \$ 40.89 | \$ 42.10 | \$ 43.34 |
| 15    | \$ 35.86  | \$ 36.91 | \$ 38.00 | \$ 39.12 | \$ 40.27 | \$ 41.46 |
| 14    | \$ 34.23  | \$ 35.24 | \$ 36.28 | \$ 37.34 | \$ 38.44 | \$ 39.58 |
| 13    | \$ 32.61  | \$ 33.57 | \$ 34.55 | \$ 35.57 | \$ 36.62 | \$ 37.69 |
| 12    | \$ 30.99  | \$ 31.90 | \$ 32.83 | \$ 33.80 | \$ 34.79 | \$ 35.81 |
| 11    | \$ 29.36  | \$ 30.22 | \$ 31.11 | \$ 32.02 | \$ 32.96 | \$ 33.93 |
| 10    | \$ 27.74  | \$ 28.55 | \$ 29.39 | \$ 30.25 | \$ 31.14 | \$ 32.05 |
| 9     | \$ 26.12  | \$ 26.88 | \$ 27.66 | \$ 28.47 | \$ 29.31 | \$ 30.17 |
| 8     | \$ 24.49  | \$ 25.21 | \$ 25.94 | \$ 26.70 | \$ 27.48 | \$ 28.28 |
| 7     | \$ 22.87  | \$ 23.53 | \$ 24.22 | \$ 24.93 | \$ 25.65 | \$ 26.40 |
| 6     | \$ 21.25  | \$ 21.86 | \$ 22.50 | \$ 23.15 | \$ 23.83 | \$ 24.52 |
| 5     | \$ 19.62  | \$ 20.19 | \$ 20.78 | \$ 21.38 | \$ 22.00 | \$ 22.64 |
| 4     | \$ 18.00  | \$ 18.52 | \$ 19.05 | \$ 19.60 | \$ 20.17 | \$ 20.76 |
| 3     | \$ 16.38  | \$ 16.85 | \$ 17.33 | \$ 17.83 | \$ 18.35 | \$ 18.88 |
| 2     | \$ 14.75  | \$ 15.17 | \$ 15.61 | \$ 16.06 | \$ 16.52 | \$ 16.99 |
| 1     | \$ 13.13  | \$ 13.50 | \$ 13.89 | \$ 14.28 | \$ 14.69 | \$ 15.11 |

Page Break

Appendix B  
1/1/2022 Open Range Scale

**JANUARY 1, 2022 OPEN RANGE SCALE**

| Grade | Minimum  | Maximum  |
|-------|----------|----------|
| 20    | \$ 46.18 | \$ 68.96 |
| 19    | \$ 44.47 | \$ 66.40 |
| 18    | \$ 42.77 | \$ 63.84 |
| 17    | \$ 41.07 | \$ 61.28 |
| 16    | \$ 39.35 | \$ 58.73 |
| 15    | \$ 37.65 | \$ 56.17 |
| 14    | \$ 35.94 | \$ 53.61 |
| 13    | \$ 34.24 | \$ 51.05 |
| 12    | \$ 32.54 | \$ 48.50 |
| 11    | \$ 30.82 | \$ 45.93 |
| 10    | \$ 29.12 | \$ 43.38 |
| 9     | \$ 27.42 | \$ 40.82 |
| 8     | \$ 25.71 | \$ 38.26 |
| 7     | \$ 24.00 | \$ 35.70 |
| 6     | \$ 22.30 | \$ 33.15 |
| 5     | \$ 20.59 | \$ 30.58 |
| 4     | \$ 18.89 | \$ 28.03 |
| 3     | \$ 17.19 | \$ 25.47 |
| 2     | \$ 15.47 | \$ 22.91 |
| 1     | \$ 13.77 | \$ 20.35 |

| LAST NAME   | FIRST NAME | MONTHS OF SERVICE CREDIT IN THIS UNIT | CURRENT WAGE (ON 11/4/2022) | GRADE | WAGE AFTER MARKET RATE ADJUSTMENT (FOLLOWING RATIFICATION OF 2023-2025 CBA) | 1/1/2023 3% WITHIN RANGE MOVEMENT, NOT TO EXCEED MAX | 1/1/2023 2% VALUE COMPRESSION FIX | 1/1/2023 FINAL WAGE | COMMENTS FOR 2023   |
|-------------|------------|---------------------------------------|-----------------------------|-------|---|--|-----------------------------------|---------------------|---------------------|
| BARTON      | MASEN      | 0                                     | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ -                              | \$ 22.66            |                     |
| VOSS        | LEXI       | 0                                     | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ -                              | \$ 22.66            |                     |
| MACHEN      | ADAM       | 1                                     | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ 0.01                           | \$ 22.67            |                     |
| FOX         | JOHN       | 3                                     | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ 0.03                           | \$ 22.69            |                     |
| NYLANDER    | DENNIS     | 3                                     | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ 0.03                           | \$ 22.69            |                     |
| DEERING     | LUKE       | 3                                     | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ 0.03                           | \$ 22.69            |                     |
| COBB        | COLTON     | 8                                     | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ 0.08                           | \$ 22.74            |                     |
| MELSTROM    | MCKENZIE   | 10                                    | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ 0.10                           | \$ 22.76            |                     |
| SWENSON     | BETH       | 14                                    | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ 0.13                           | \$ 22.79            |                     |
| LAMKE       | TINA       | 16                                    | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ 0.15                           | \$ 22.81            |                     |
| CARLSTROM   | MATTHEW    | 17                                    | \$ 20,000                   | 4     | \$ 22,000   | \$ 22.66   | \$ 0.16                           | \$ 22.82            |                     |
| OLSON       | JON        | 22                                    | \$ 21,680                   | 4     | \$ 23,680   | \$ 24.39   | \$ 0.21                           | \$ 24.60            |                     |
| HONSTROM    | JACQUELINE | 86                                    | \$ 21,680                   | 4     | \$ 23,680   | \$ 24.39   | \$ 0.83                           | \$ 25.22            |                     |
| OLESEN      | KENT       | 143                                   | \$ 26,380                   | 4     | \$ 28,030   | \$ 28.59   | \$ 1.38                           | \$ 28.59            | \$2870.40 LUMP SUM, |
| MORELAND    | STEPHEN    | 175                                   | \$ 28,030                   | 4     | \$ 28,030   | \$ 28.59   | \$ 1.68                           | \$ 28.59            | \$3494.40 LUMP SUM, |
| SACK        | DOUGLASS   | 247                                   | \$ 28,030                   | 4     | \$ 28,030   | \$ 28.59   | \$ 2.38                           | \$ 28.59            | \$4950.40 LUMP SUM, |
| SPIEGELBERG | SHELLY     | 25                                    | \$ 23,620                   | 6     | \$ 25,620   | \$ 26.39   | \$ 0.24                           | \$ 26.63            |                     |
| HOOVER      | CHASE      | 59                                    | \$ 23,620                   | 6     | \$ 25,620   | \$ 26.39   | \$ 0.57                           | \$ 26.96            |                     |
| HALLFRISCH  | DCJAMIN    | 91                                    | \$ 23,620                   | 6     | \$ 25,620   | \$ 26.39   | \$ 0.88                           | \$ 27.26            |                     |
| EDDY        | ELIZABETH  | 164                                   | \$ 28,700                   | 6     | \$ 30,700   | \$ 31.62   | \$ 1.58                           | \$ 33.20            |                     |

TEAMSTERS LOCAL 346  
NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

Deleted: 2021-2022

| OPEN RANGE SCALE FOR JANUARY 1, 2024 |                 |             |               |               |
|--------------------------------------|-----------------|-------------|---------------|---------------|
| Grade                                | MIN             | MAX         | MIN           | MAX           |
|                                      | FLSA Non-Exempt | FLSA Exempt | FLSA Exempt   | FLSA Exempt   |
| 20                                   | \$ 52.94        | \$ 73.15    | \$ 110,117.23 | \$ 152,157.37 |
| 19                                   | \$ 50.98        | \$ 70.44    | \$ 106,046.60 | \$ 146,512.62 |
| 18                                   | \$ 49.03        | \$ 67.72    | \$ 101,975.98 | \$ 140,867.87 |
| 17                                   | \$ 47.07        | \$ 65.01    | \$ 97,905.35  | \$ 135,223.12 |
| 16                                   | \$ 45.11        | \$ 62.30    | \$ 93,834.73  | \$ 129,578.37 |
| 15                                   | \$ 43.16        | \$ 59.58    | \$ 89,764.10  | \$ 123,933.62 |
| 14                                   | \$ 41.20        | \$ 56.87    | \$ 85,693.48  | \$ 118,288.87 |
| 13                                   | \$ 39.24        | \$ 54.16    | \$ 81,622.85  | \$ 112,644.12 |
| 12                                   | \$ 37.28        | \$ 51.44    | \$ 77,552.23  | \$ 106,999.37 |
| 11                                   | \$ 35.33        | \$ 48.73    | \$ 73,481.61  | \$ 101,354.62 |
| 10                                   | \$ 33.37        | \$ 46.01    | \$ 69,410.98  | \$ 95,709.87  |
| 9                                    | \$ 31.41        | \$ 43.30    | \$ 65,332.10  | \$ 90,065.12  |
| 8                                    | \$ 29.45        | \$ 40.59    | \$ 61,260.09  | \$ 84,420.37  |
| 7                                    | \$ 27.49        | \$ 37.87    | \$ 57,188.09  | \$ 78,775.62  |
| 6                                    | \$ 25.55        | \$ 35.16    | \$ 53,138.58  | \$ 73,130.87  |
| 5                                    | \$ 23.59        | \$ 32.45    | \$ 49,066.57  | \$ 67,486.12  |
| 4                                    | \$ 21.63        | \$ 29.73    | \$ 44,994.56  | \$ 61,841.37  |
| 3                                    | \$ 19.67        | \$ 27.02    | \$ 40,922.55  | \$ 56,196.62  |
| 2                                    | \$ 17.72        | \$ 24.30    | \$ 36,850.54  | \$ 50,551.87  |
| 1                                    | \$ 15.76        | \$ 21.59    | \$ 32,778.54  | \$ 44,907.12  |

| LAST NAME   | FIRST NAME | MONTHS OF SERVICE CREDIT IN THIS UNIT | CURRENT WAGE (ON 11/4/2022) | GRADE | 1/1/2024 4% WITHIN RANGE MOVEMENT, NOT TO EXCEED MAX | 1/1/2024 1% VALUE COMPRESSION FIX | 1/1/2024 FINAL WAGE | COMMENTS FOR 2024   |
|-------------|------------|---------------------------------------|-----------------------------|-------|--|-----------------------------------|---------------------|---------------------|
| BARTON      | MASEN      | 0                                     | \$ 20.000                   | 4     | \$ 23.57   | \$ -                              | \$ 23.57            |                     |
| VOSS        | FXI        | 0                                     | \$ 20.000                   | 4     | \$ 23.57   | \$ -                              | \$ 23.57            |                     |
| MACHEN      | ADAM       | 1                                     | \$ 20.000                   | 4     | \$ 23.58   | \$ 0.01                           | \$ 23.59            |                     |
| FOX         | JOHN       | 3                                     | \$ 20.000                   | 4     | \$ 23.60   | \$ 0.03                           | \$ 23.63            |                     |
| NYLANDER    | DENNIS     | 3                                     | \$ 20.000                   | 4     | \$ 23.60   | \$ 0.03                           | \$ 23.63            |                     |
| DEERING     | LUKE       | 3                                     | \$ 20.000                   | 4     | \$ 23.60   | \$ 0.03                           | \$ 23.63            |                     |
| COBB        | COLTON     | 8                                     | \$ 20.000                   | 4     | \$ 23.65   | \$ 0.08                           | \$ 23.73            |                     |
| MELSTROM    | MCKENZIE   | 10                                    | \$ 20.000                   | 4     | \$ 23.67   | \$ 0.10                           | \$ 23.77            |                     |
| SWENSON     | BETH       | 14                                    | \$ 20.000                   | 4     | \$ 23.71   | \$ 0.14                           | \$ 23.84            |                     |
| LAMKE       | TINA       | 16                                    | \$ 20.000                   | 4     | \$ 23.73   | \$ 0.16                           | \$ 23.88            |                     |
| CARLSTROM   | MATTHEW    | 17                                    | \$ 20.000                   | 4     | \$ 23.74   | \$ 0.17                           | \$ 23.90            |                     |
| OLSON       | JON        | 22                                    | \$ 21.680                   | 4     | \$ 25.59   | \$ 0.22                           | \$ 25.80            |                     |
| HONSTROM    | JACQUELINE | 86                                    | \$ 21.680                   | 4     | \$ 26.23   | \$ 0.85                           | \$ 27.07            |                     |
| OLESEN      | KENT       | 143                                   | \$ 26.380                   | 4     | \$ 29.73   | \$ 1.41                           | \$ 29.73            | \$2932.80 LUMP SUM, |
| MORELAND    | STEPHEN    | 175                                   | \$ 28.030                   | 4     | \$ 29.73   | \$ 1.72                           | \$ 29.73            | \$3598.40 LUMP SUM, |
| SACK        | DOUGLASS   | 247                                   | \$ 28.030                   | 4     | \$ 29.73   | \$ 2.43                           | \$ 29.73            | \$5075.20 LUMP SUM, |
| SPIEGELBERG | SHELLY     | 25                                    | \$ 23.620                   | 6     | \$ 27.69   | \$ 0.25                           | \$ 27.94            |                     |
| HOOVER      | CHASE      | 59                                    | \$ 23.620                   | 6     | \$ 28.03   | \$ 0.58                           | \$ 28.62            |                     |
| HALLFRISCH  | BENJAMIN   | 91                                    | \$ 23.620                   | 6     | \$ 28.35   | \$ 0.90                           | \$ 29.25            |                     |
| EDDY        | ELIZABETH  | 164                                   | \$ 28.700                   | 6     | \$ 34.53   | \$ 1.62                           | \$ 36.14            |                     |



TEAMSTERS LOCAL 346  
NON-LICENSED ESSENTIAL UNIT CONTRACT 2023-2025

Deleted: 2021-2022

| OPEN RANGE SCALE FOR JANUARY 1, 2025 |                 |          |               |               |
|--------------------------------------|-----------------|----------|---------------|---------------|
| Grade                                | MIN             | MAX      | MIN           | MAX           |
|                                      | FLSA Non-Exempt |          | FLSA Exempt   |               |
| 20                                   | \$ 55.06        | \$ 76.08 | \$ 114,521.92 | \$ 158,243.67 |
| 19                                   | \$ 53.02        | \$ 73.26 | \$ 110,288.47 | \$ 152,373.13 |
| 18                                   | \$ 50.99        | \$ 70.43 | \$ 106,055.02 | \$ 146,502.59 |
| 17                                   | \$ 48.95        | \$ 67.61 | \$ 101,821.57 | \$ 140,632.05 |
| 16                                   | \$ 46.92        | \$ 64.79 | \$ 97,588.12  | \$ 134,761.51 |
| 15                                   | \$ 44.88        | \$ 61.97 | \$ 93,354.67  | \$ 128,890.97 |
| 14                                   | \$ 42.85        | \$ 59.14 | \$ 89,121.22  | \$ 123,020.43 |
| 13                                   | \$ 40.81        | \$ 56.32 | \$ 84,887.77  | \$ 117,149.89 |
| 12                                   | \$ 38.78        | \$ 53.50 | \$ 80,654.32  | \$ 111,279.35 |
| 11                                   | \$ 36.74        | \$ 50.68 | \$ 76,420.87  | \$ 105,408.81 |
| 10                                   | \$ 34.71        | \$ 47.85 | \$ 72,187.42  | \$ 99,538.27  |
| 9                                    | \$ 32.67        | \$ 45.03 | \$ 67,945.39  | \$ 93,667.73  |
| 8                                    | \$ 30.63        | \$ 42.21 | \$ 63,710.50  | \$ 87,797.19  |
| 7                                    | \$ 28.59        | \$ 39.39 | \$ 59,475.61  | \$ 81,926.65  |
| 6                                    | \$ 26.57        | \$ 36.57 | \$ 55,264.12  | \$ 76,056.11  |
| 5                                    | \$ 24.53        | \$ 33.74 | \$ 51,029.23  | \$ 70,185.57  |
| 4                                    | \$ 22.50        | \$ 30.92 | \$ 46,794.34  | \$ 64,315.03  |
| 3                                    | \$ 20.46        | \$ 28.10 | \$ 42,559.45  | \$ 58,444.49  |
| 2                                    | \$ 18.43        | \$ 25.28 | \$ 38,324.57  | \$ 52,573.95  |
| 1                                    | \$ 16.39        | \$ 22.45 | \$ 34,089.68  | \$ 46,703.41  |

| LAST NAME   | FIRST NAME | MONTHS OF SERVICE CREDIT IN THIS UNIT | CURRENT WAGE (ON 11/4/2022) | GRADE | 1/1/2025 5% WITHIN RANGE MOVEMENT, NOT TO EXCEED MAX | COMMENTS FOR 2025  |
|-------------|------------|---------------------------------------|-----------------------------|-------|--|--------------------|
| BARTON      | MASEN      | 0                                     | \$ 20.000                   | 4     | \$ 24.74   |                    |
| VOSS        | LEXI       | 0                                     | \$ 20.000                   | 4     | \$ 24.74   |                    |
| MACHEN      | ADAM       | 1                                     | \$ 20.000                   | 4     | \$ 24.77   |                    |
| FOX         | JOHN       | 3                                     | \$ 20.000                   | 4     | \$ 24.81   |                    |
| NYLANDER    | DENNIS     | 3                                     | \$ 20.000                   | 4     | \$ 24.81   |                    |
| DEERING     | LUKE       | 3                                     | \$ 20.000                   | 4     | \$ 24.81   |                    |
| COBB        | COLTON     | 8                                     | \$ 20.000                   | 4     | \$ 24.91   |                    |
| MELSTROM    | MCKENZIE   | 10                                    | \$ 20.000                   | 4     | \$ 24.95   |                    |
| SWENSON     | BETH       | 14                                    | \$ 20.000                   | 4     | \$ 25.04   |                    |
| LAMKE       | TINA       | 16                                    | \$ 20.000                   | 4     | \$ 25.08   |                    |
| CARLSTROM   | MATTHEW    | 17                                    | \$ 20.000                   | 4     | \$ 25.10   |                    |
| OLSON       | JON        | 22                                    | \$ 21.680                   | 4     | \$ 27.09   |                    |
| HONSTROM    | JACQUELINE | 86                                    | \$ 21.680                   | 4     | \$ 28.43   |                    |
| OLESEN      | KENT       | 143                                   | \$ 26.380                   | 4     | \$ 30.92   | \$624.00 LUMP SUM, |
| MORELAND    | STEPHEN    | 175                                   | \$ 28.030                   | 4     | \$ 30.92   | \$624.00 LUMP SUM, |
| SACK        | DOUGLASS   | 247                                   | \$ 28.030                   | 4     | \$ 30.92   | \$624.00 LUMP SUM, |
| SPIEGELBERG | SHELLY     | 25                                    | \$ 23.620                   | 6     | \$ 29.34   |                    |
| HOOVER      | CHASE      | 59                                    | \$ 23.620                   | 6     | \$ 30.05   |                    |
| HALLFRISCH  | BENJAMIN   | 91                                    | \$ 23.620                   | 6     | \$ 30.71   |                    |
| EDDY        | ELIZABETH  | 164                                   | \$ 28.700                   | 6     | \$ 37.95   |                    |

**Memorandum of Agreement**  
**(4 Hours Holiday Pay on Christmas Eve, December 24, 2022)**  
**(Market Adjustment)**  
**Teamsters Non-Licensed Essential Unit**

This Memorandum of Agreement is entered into between Aitkin County (hereafter “County”) and the Teamsters General Local Union No. 346 (hereafter “Union”), to be effective on the date of ratification of the 2023-2025 Collective Bargaining Agreement, provided ratification occurs no later than December 6, 2022.

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act, with the current duration of agreement being January 1, 2021 until December 31, 2022; and

**WHEREAS**, Christmas Eve falls on **Saturday**, December 24, 2022, and the current collective bargaining agreement provides 4 hours holiday pay if the day falls on a Monday through Thursday only; and

**WHEREAS**, the County agreed to the Union’s request to provide 4 hours of holiday pay on Christmas Eve, regardless of the day of week it falls on, instead of providing an additional 4 hours of personal leave as was provided in other bargaining units; and

**WHEREAS**, jails and prisons are facing staff shortages across the nation as corrections staff leave the profession seeking better pay and working conditions, as well as career advancement opportunities; and

**WHEREAS**, in the past 16 months, 12 full-time and 2 part-time Aitkin County jail/dispatch employees have resigned or retired;

**WHEREAS**, the county personnel policy provides that market rate adjustments and external market relationships examined when a continuing pattern of turnover in a given position can be directly linked to established compensation levels and the existing salary range is insufficient to attract qualified candidates for employment; and

**WHEREAS**, the Teamsters Non-licensed Essential Unit members are on the Open Range Pay Scale and the parties have agreed that all employees covered by the Agreement will receive a \$2.00 per hour market rate adjustment on the date of ratification of the 2023-2025 Agreement, provided ratification occurs no later than December 6, 2022, not to exceed the wage scale maximum of \$28.03/hour for Grade 4 (Correctional Officer, Dispatcher/Jailer) or \$33.14/hour for Jail Sergeant.

**NOW, THEREFORE, BE IT RESOLVED:**

That the County will provide 4 hours of holiday pay on Saturday, December 24, 2022, Christmas Eve, and all employees covered by the Teamsters Non-licensed Essential Unit Agreement will receive a \$2.00 per hour market rate adjustment on the date of ratification of the 2023-2025 Collective Bargaining Agreement, provided ratification occurs no later than December 6, 2022, not to exceed the wage scale maximum of \$28.03/hour for Grade 4 (Correctional Officer, Dispatcher/Jailer) or \$33.14/hour for Jail Sergeant.

Furthermore, the parties agree:

1. The 2021-2022 Agreement will not be open for other modifications at this time.
2. The holiday pay and market rate adjustments do not set any precedence for future matters.
3. These changes shall not generate grievances under the collective bargaining agreement.



4. This document will be attached as an addendum to the Agreement and constitutes the complete and total agreement of the parties regarding this matter.

**IN WITNESS WHEREOF**, this Memorandum of Agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

TEAMSTERS GENERAL LOCAL #346

COUNTY OF AITKIN, MINNESOTA

\_\_\_\_\_  
Secretary/Treasurer, Local No. 346

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

\_\_\_\_\_  
President, Local No. 346

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

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

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

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

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

cc: Nikki Knutson, Payroll

Payroll / Internal use only:

| LAST NAME   | FIRST NAME | CURRENT WAGE (ON 11/4/2022) | GRADE | JOB TITLE                | WAGE AFTER MARKET RATE ADJUSTMENT (FOLLOWING RATIFICATION OF 2023-2025 CBA) |
|-------------|------------|-----------------------------|-------|--------------------------|---|
| BARTON      | MASEN      | \$ 20.000                   | 4     | CORRECTIONAL OFFICER, FT | \$ 22.000   |
| VOSS        | LEXI       | \$ 20.000                   | 4     | DISPATCHER/JAILER        | \$ 22.000   |
| MACHEN      | ADAM       | \$ 20.000                   | 4     | CORRECTIONAL OFFICER, FT | \$ 22.000   |
| FOX         | JOHN       | \$ 20.000                   | 4     | DISPATCHER/JAILER        | \$ 22.000   |
| NYLANDER    | DENNIS     | \$ 20.000                   | 4     | CORRECTIONAL OFFICER, FT | \$ 22.000   |
| DEERING     | LUKE       | \$ 20.000                   | 4     | CORRECTIONAL OFFICER, FT | \$ 22.000   |
| COBB        | COLTON     | \$ 20.000                   | 4     | CORRECTIONAL OFFICER, FT | \$ 22.000   |
| MELSTROM    | MCKENZIE   | \$ 20.000                   | 4     | CORRECTIONAL OFFICER, FT | \$ 22.000   |
| SWENSON     | BETH       | \$ 20.000                   | 4     | CORRECTIONAL OFFICER, FT | \$ 22.000   |
| LAMKE       | TINA       | \$ 20.000                   | 4     | DISPATCHER/JAILER        | \$ 22.000   |
| CARLSTROM   | MATTHEW    | \$ 20.000                   | 4     | CORRECTIONAL OFFICER, FT | \$ 22.000   |
| OLSON       | JON        | \$ 21.680                   | 4     | CORRECTIONAL OFFICER, FT | \$ 23.680   |
| HONSTROM    | JACQUELINE | \$ 21.680                   | 4     | DISPATCHER/JAILER        | \$ 23.680   |
| OLESEN      | KENT       | \$ 26.380                   | 4     | CORRECTIONAL OFFICER, FT | \$ 28.030   |
| MORELAND    | STEPHEN    | \$ 28.030                   | 4     | DISPATCHER/JAILER        | \$ 28.030   |
| SACK        | DOUGLASS   | \$ 28.030                   | 4     | CORRECTIONAL OFFICER, FT | \$ 28.030   |
| SPIEGELBERG | SHELLY     | \$ 23.620                   | 6     | JAIL SERGEANT            | \$ 25.620   |
| HOOVER      | CHASE      | \$ 23.620                   | 6     | JAIL SERGEANT            | \$ 25.620   |
| HALLFRISCH  | BENJAMIN   | \$ 23.620                   | 6     | JAIL SERGEANT            | \$ 25.620   |
| EDDY        | ELIZABETH  | \$ 28.700                   | 6     | JAIL SERGEANT            | \$ 30.700   |



# Board of County Commissioners Agenda Request

Agenda Item #

**Requested Meeting Date:** November 22, 2022

**Title of Item:** Ratify AFSCME HHS Unit 2022-2024 Agreement

|  |                          |  |  |
|--|--------------------------|--|--|
| <input checked="" type="checkbox"/> REGULAR AGENDA | <b>Action Requested:</b> | <input type="checkbox"/> Direction Requested             |  |
| <input type="checkbox"/> CONSENT AGENDA            |                          | <input type="checkbox"/> Approve/Deny Motion             | <input type="checkbox"/> Discussion Item   |
| <input type="checkbox"/> INFORMATION ONLY          |                          | <input type="checkbox"/> Adopt Resolution (attach draft) | <input type="checkbox"/> Hold Public Hearing*<br><i>*provide copy of hearing notice that was published</i> |

|   |                                |
|---|--------------------------------|
| <b>Submitted by:</b><br>Bobbie Danielson, HR Director | <b>Department:</b><br>HR Dept. |
|---|--------------------------------|

|   |  |
|---|--|
| <b>Presenter (Name and Title):</b><br>Jessica Seibert, County Administrator, or Bobbie Danielson, HR Director | <b>Estimated Time Needed:</b><br>5 Minutes |
|---|--|

**Summary of Issue:**

The AFSCME HHS union represents approx 45 positions. The parties have been in negotiations and mediation since 9/21/2021 and reached a settlement on 11/17/2022. A redlined copy of the Agreement is attached outlining all changes. A few highlights of the agreement include: Updated PTO, promotion pay, and group insurance to match pattern settlements.

Wages:  
1/1/2022, 1/1/2023, and 1/1/2024: 2% general adjustment, plus a step increase, not to exceed the scale maximum.

Pay Equity Documentation Note: The union was unwilling to accept the County's open range pay scale which provided higher MIN and MAX wages to employees, despite the fact that the majority of our organization is on the Open Range scale. Also, unwilling to accept despite the fact that the employer put in writing the Open Range scale was not in any way tied to Pay for Performance evaluations. As a result, this settlement provides lower MIN and MAX pay for members of this bargaining unit, at the union's request. A specific example is shown below:

| Employer's preferred settlement (rejected by union) | Actual Settlement |            |               |            |            |
|---|-------------------|------------|---------------|------------|------------|
| Open Range  | MIN               | MAX        | Step Schedule | MIN        | MAX        |
| Grade 9   | \$31.41/hr        | \$42.47/hr |               | \$27.71/hr | \$41.23/hr |
| Grade 6   | \$25.55/hr        | \$34.48/hr |               | \$22.55/hr | \$33.48/hr |
| Grade 5   | \$23.59/hr        | \$31.82/hr |               | \$20.82/hr | \$30.89/hr |
| Grade 4   | \$21.63/hr        | \$29.16/hr |               | \$19.10/hr | \$28.31/hr |

**Alternatives, Options, Effects on Others/Comments:**

MN Statute: 471.992 EQUITABLE COMPENSATION RELATIONSHIPS. §Subdivision 1. The employer will continue to closely monitor Pay Equity Compliance and equitable compensation relationships between female-dominated, male-dominated, and balanced classes of employees.

**Recommended Action/Motion:**

Motion to ratify the attached 2022-2024 AFSCME HHS Unit Agreement and to authorize the Chair, Administrator, and HR Director to sign. Also, authorize the County Administrator or designee to make misc final edits if any are deemed necessary.

**Financial Impact:**

Is there a cost associated with this request?  Yes  No

What is the total cost, with tax and shipping? \$

Is this budgeted?  Yes  No *Please Explain:*

Wages are budgeted.

| [LAST UPDATED 11/21/2022](#)

**A G R E E M E N T**

between

**AITKIN COUNTY**

and

**HEALTH & HUMAN SERVICES EMPLOYEES  
AFSCME, AFL-CIO, LOCAL UNION #1283**

JANUARY 1, [2022](#) - DECEMBER 31, [2024](#)

Deleted: 2019

Deleted: 2021

2022 – 2024 HEALTH & HUMAN SERVICES AGREEMENT

TABLE OF CONTENTS

|                                       | <u>Page</u> |                                  |
|---------------------------------------|-------------|----------------------------------|
| ARTICLE 1                             | <u>3</u>    | Deleted: 1                       |
| ARTICLE 2                             | <u>3</u>    | Deleted: 1                       |
| ARTICLE 3                             | <u>3</u>    | Deleted: 1                       |
| ARTICLE 4                             | <u>3</u>    | Deleted: 1                       |
| ARTICLE 5                             | <u>4</u>    | Deleted: 2                       |
| ARTICLE 6                             | <u>6</u>    | Deleted: 4                       |
| ARTICLE 7                             | <u>6</u>    | Deleted: 4                       |
| ARTICLE 8                             | <u>7</u>    | Deleted: 5                       |
| ARTICLE 9                             | <u>8</u>    | Deleted: 6                       |
| ARTICLE 10                            | <u>9</u>    | Deleted: FUNERAL                 |
| ARTICLE 11                            | <u>9</u>    | Deleted: 7                       |
| ARTICLE 12                            | <u>10</u>   | Deleted: 7                       |
| ARTICLE 13                            | <u>12</u>   | Deleted: 9                       |
| ARTICLE 14                            | <u>13</u>   | Deleted: 11                      |
| ARTICLE 15                            | <u>13</u>   | Deleted: 11                      |
| ARTICLE 16                            | <u>13</u>   | Deleted: 12                      |
| ARTICLE 17                            | <u>15</u>   | Deleted: 12                      |
| ARTICLE 18                            | <u>15</u>   | Deleted: 14                      |
| ARTICLE 19                            | <u>16</u>   | Deleted: 14                      |
| ARTICLE 20                            | <u>17</u>   | Deleted: 15                      |
| ARTICLE 21                            | <u>17</u>   | Deleted: 16                      |
| APPENDIX A                            | <u>18</u>   | Deleted: 17                      |
| APPENDIX B                            | <u>19</u>   | Deleted: 18                      |
| EARLY RETIREMENT INCENTIVE <u>MOA</u> | <u>24</u>   | Deleted: WAGE SCHEDULES . . . 19 |
| <u>MOA</u>                            | <u>25</u>   | Deleted: MOA .                   |
|                                       |             | Deleted: 2019-2021 . . . 20      |

Will update Appendix on signature copy, if needed.

2022 – 2024 HEALTH & HUMAN SERVICES AGREEMENT

Deleted: 2019 – 2021

This Agreement, entered into on January 1, 2022, between Aitkin County, hereinafter referred to as the "Employer", and Local Union No. 1283, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), hereinafter referred to as the "Union".

Deleted: 2019

**ARTICLE 1 PURPOSE OF AGREEMENT**

Section A.

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

Section B.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As representative of the employees, the Union may process grievances through the grievance procedure including arbitration in accordance with this Agreement or adjust or settle the same.

**ARTICLE 2 DEFINITION OF PERMANENT EMPLOYEE**

The term "permanent employee", as used in this Agreement, shall mean an employee who has been employed by Aitkin County in the Health & Human Services Department and who works regularly full-time or regularly part-time and averages fourteen (14) or more hours per week and more than sixty-seven (67) working days per calendar year, and who has completed a probationary period.

**ARTICLE 3 RECOGNITION**

The Board hereby recognizes Local Union No. 1283, American Federation of State, County and Municipal Employees Council 65, AFL-CIO, as the exclusive representative of all employees of the Aitkin County Health & Human Services Department who are employed for fourteen (14) or more hours per week or for more than sixty-seven (67) working days per calendar year or 100 days if a student as defined in PELRA, excluding supervisory employees, confidential employees, the Director and Health & Human Services supervisors, for the purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment as per certification by the State Bureau of Mediation Services dated May 17, 1976, and unit 1 as defined in Case No. 76-PR-901A.

**ARTICLE 4 PAYROLL DEDUCTION, AUTHORIZATION AND PROCEDURES**

Section A.

In Recognition of the Union as the Exclusive Representative

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages

deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues, in an electronic Excel format or via U.S. mail.

Section B.

Fair Share Fee. In recognition of the Union as the exclusive representative, the Employer shall deduct from the pay of all employees an amount sufficient to provide payment of dues established by the Union from the wages of all employees expressly authorizing, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated officers of the Union.

Section C.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section D.

If an employee desires to terminate deduction of Union dues from their payroll check, they shall notify in writing the Secretary of the Union and the Director of the Health & Human Services Department, thirty (30) days prior to this termination.

**ARTICLE 5**

**HOURS OF WORK**

Section A.

The normal work week for employees of this unit shall be eight (8) hours per day, forty (40) hours per week. The regular work day shall start at 8:00 a.m. and shall end at 4:30 p.m. allowing a half (1/2) hour lunch each day. The normal workdays shall be Monday through Friday. Flexible work schedules may be established with approval of the Department Head. Under management rights, the County Board, at any time, can define the working hours of departments.

Section B.

Overtime compensation will be based on status under the Fair Labor Standards Act. Non-exempt employees who are assigned by the Employer to work in excess of forty (40) hours in a work week shall be permitted compensatory time off as described in the next paragraph or shall be compensated for such overtime hours at the rate of one and one-half (1 ½) time the regular straight time rate of pay.

At the discretion of the Director, all employees shall be permitted compensatory time off for hours worked in excess of forty (40) hours in any one (1) week at the rate of time and one-half (1 ½) subject to the following provisions:

- a) employees must obtain prior approval from their supervisor for accrual of compensatory time off in lieu of overtime pay; and

- b) use of compensatory time is subject to the prior approval of the employee's supervisor and the needs of the department; and
- c) the maximum compensatory time accrual shall be thirty-two (32) hours; and
- d) employees who have used at least ten (10) PTO days in the current calendar year may elect to cash out any unused compensatory time hours left at the end of each calendar year so as to not carry a balance forward into the subsequent year.

Section C. Call Back.

Employees who are called back to work after completing the scheduled work day, or are called out for work during scheduled time off shall receive a minimum of two (2) hours pay at time and one-half (1-1/2). In the event an employee receives a duty-related telephone call that does not require the employee to leave home, time shall be compensated in 15 minute increments at the appropriate rate in accordance with Article 5.

Section D. Weekends and Holidays On-Call Policy for Emergency Services and/or Child Protection/Adult Maltreatment Screenings.

- a) Social Workers (non-probationary, and probationary with supervisory approval) will serve as crisis responders and child protection/adult maltreatment screeners on weekends and holidays as provided in this section.
- b) Nothing in this section is intended to remove the current job requirement that Social Workers must respond to crises after normal business hours if necessary. When non-case related emergencies arise during the week, the Sheriff's Office will have a list of all Social Workers and the order they should try to call them in.
- c) Each full-time Social Worker will be required to sign-up for a minimum of 3 on-call weekends per year; up to 2 consecutive weekends in a row are permitted. Procedurally, outside of this section, the Social Workers may opt to do these sign-ups by seniority; likewise for any remaining weekends or holidays in the calendar year. If there are available/open weekends or holidays, the Social Workers will find volunteers to fulfill the statutory obligation and provide for 24/7 coverage.
- d) The intent is that sign-ups will be done around December 1<sup>st</sup> for the following calendar year and will not be re-opened throughout the year when vacancies arise. For example, if the most senior employee retires, his/her remaining on-call shifts will not be reassigned by seniority causing a ripple effect. Instead, those shifts will be informally available for any Social Worker to volunteer for. If there are available/open weekends or holidays, the Social Workers will find volunteers to fulfill the statutory obligation and provide for 24/7 coverage.
- e) Once committed to coverage Social Workers are responsible for securing their own alternate should they subsequently be unable to fulfill their assigned weekend / holiday on-call assignment. In the event of an emergent need the employer retains the right to assign staff as needed to fulfill their statutory obligation and provide for 24/7 coverage.
- f) On-call coverage shall begin at 4:30 p.m. on the last recognized work day of the week, and continue until 8:00 a.m. on the next regularly scheduled work day.
- g) On-call coverage shall begin at 4:30 p.m. on the last recognized work day prior to the observed holiday designated in Article 7 of the Labor Agreement and continue until 8:00 a.m. on the next regularly scheduled work day after the observed holiday designated in Article 7 of the Labor Agreement. In addition, the holiday benefits set forth in Article 7 apply to employees assigned to provide on-call coverage.



2022 – 2024 HEALTH & HUMAN SERVICES AGREEMENT

Deleted: 2019 – 2021

- h) Holiday weekends will include Saturday, Sunday, and the observed holiday(s). Social Workers may split Saturday/Sunday from the observed holiday itself as long as on-call coverage is provided for both the weekend and holiday(s).
- i) Social Workers who are on-call on an observed holiday designated in Article 7 of the Labor Agreement shall receive 8 hours of comp time (straight time) to be used within 45 days of accrual without generating added overtime pay. Hours not used within the 45 day period will be forfeited.
- j) The employee is required to review a designated Child Protection screening email account and Adult Maltreatment reports two times daily, on or about 8:00 a.m. and 4:00 p.m., each day that they are providing screening coverage.
- k) The employee assigned to provide on-call coverage shall be paid \$75.00 per day (which covers the initial 15 minutes of each email/report check), in addition to actual hours worked (beyond the initial 15 minutes), which shall be paid in accordance with the Labor Agreement.
- l) In the event that there is an email in the Child Protection screening email account or an Adult Maltreatment report, the employee will be expected to open and read the email(s)/report(s) and review the contents with the applicable Social Services supervisor or designee. Together the employee and supervisor will determine whether the report meets criteria for imminent danger.
- m) Employees who are on-call shall remain within 60 minutes of the County courthouse campus while on-call.
- n) Employees who are on-call are strictly prohibited from use or consumption of alcohol or other substances that could impair the employee's skills, judgment, or ability to drive.
- o) The email/report will be entered into SSIS by the on-call worker by Monday morning (or the Tuesday immediately following a holiday weekend). The Intake Worker or Supervisor will complete the intake workgroup after the initial information is added; as is done for the back-up intake process.
- p) The employee is expected to use their county-issued phone or laptop to check for Intakes. They will not need to remain in their home in order to perform these duties, but they must be available to check the email account/reports on or about 8:00 a.m. and 4:00 p.m. on Saturdays, Sundays, and county holidays. An Internet-ready laptop with access to SSIS will be provided to the employee. In the event it is determined by the supervisor that more research is required to make the call with regards to imminent danger, the employee will be directed to access SSIS to research any additional information that will be helpful in the determination of imminent danger.

Commented [BJD1]: \$75 is retro to 1/1/2022

Deleted: 50

**ARTICLE 6**

**PERSONAL LEAVE**

Full-time (probationary and non-probationary) employees shall be granted 9 hours of personal leave each quarter, and may accumulate up to 36 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

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

**ARTICLE 7**

**HOLIDAYS**

**Section A.**

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

Deleted: Eligible employees will receive the quarter's contribution if they were actively employed on the 1<sup>st</sup> day of that quarter. ¶

2022 – 2024 HEALTH & HUMAN SERVICES AGREEMENT

Deleted: 2019 – 2021

New Year's Day                      Fourth of July                      Thanksgiving Day  
 Memorial Day                      Christmas Day                      Friday after Thanksgiving  
 Labor Day                      Presidents Day                      Veterans Day  
 Martin Luther King Day  
 Christmas Eve when it falls on a Monday through Thursday, four (4) hours

Part-time (probationary and non-probationary) employees shall be entitled to holiday pay on a pro-rated basis.

Section B.

In the event that a holiday falls on a Sunday, the following Monday shall be the paid holiday; and, if any of these fall on a Saturday, the preceding Friday shall be the paid holiday or the day commonly celebrated. If a holiday falls during the employee's PTO period, that day shall be paid as a holiday.

**ARTICLE 8                      PAID TIME OFF (PTO)**

*PTO changes will be implemented effective on the 1<sup>st</sup> full pay period following ratification by the County Board.*

Section A.

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 |
|-----------------------------------|---|--------------------|
| 0                                 | 2.0*<br><i>*Full-time employees will be provided 40 hours of PTO at time of hire so their first year rate of accumulation will be adjusted accordingly.</i> | 24                 |
| 3                                 | 2.25  | 27                 |
| 5                                 | 2.50  | 30                 |
| 10                                | 2.75  | 33                 |
| 15+                               | 3.00  | 36                 |

Deleted: 1.75

Deleted: 21

Deleted: 00

Deleted: 24

Deleted: 25

Deleted: 27

Deleted: 50

Deleted: 30

Deleted: 2.75

Deleted: 33

Deleted: twelve (12)

Deleted: ten (10)

Deleted: 34

Deleted: 272

Section B.

Employees who have used at least ten (10) PTO days (80 hours) in the previous twelve-month period may elect pay in lieu of PTO for up to fifteen (15) days (120 hours) once in any calendar year.

Section C.

Employees may not accrue more than 35 days (280 hours) at any time.

Section D.

Upon separation of service, employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated for just cause. In the event of the death of an employee, the employee's accumulated PTO credits shall be paid to the employee's estate.

Section E.

Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service. At no time can the extended sick leave bank exceed 720 hours (90 working days). PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 9.

Section F.

Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO at any time. Seasonal and temporary employees are not eligible to accrue PTO benefits.

Section G.

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

Section H.

In order to assure the orderly performance and continuity of services provided, employees wishing to schedule time off should request PTO as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested time off. 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 PTO at the same time or during an event or particular period of time. Such requests, however, shall not arbitrarily be denied. Requests for time off 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 time off period, then time-in-department will be the determining factor.

Section I.

Probationary employees may use accrued PTO with supervisory approval.

**ARTICLE 9      EXTENDED SICK LEAVE BANK / CARE OF RELATIVES**

Section A.

Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. 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. The County will administer FMLA in accordance with County policy. 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.

Section B.

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

disciplinary action.

Section C.

The County reserves the right to require written medical certification from an employee.

Section D.

In the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee, the Department Head 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.

**ARTICLE 10** **BEREAVEMENT LEAVE**

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, which shall be construed in this section to mean spouse, life partner, child, step child, parent, step parent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Two (2) additional days (16 hours) may be allowed when necessary, subject to the approval of the Employer. Additional time, if needed, may be allowed by the Employer, but such additional time in excess of the five (5) days (40 hours) provided above shall be charged against the employee's sick leave.

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.

If a need for funeral leave occurs while an employee is on scheduled PTO or other paid leave, the terms and conditions stated above will take effect upon notification to the Director and the PTO time will be adjusted accordingly and charged against the employee's extended sick leave bank.

**ARTICLE 11** **SENIORITY**

Section A.

All employees of the Aitkin County Health & Human Services Department covered by this Agreement shall be granted seniority standing. Three (3) seniority lists shall be maintained - one (1) for the professional staff; one (1) for the clerical staff; and one (1) for the support personnel. Standing is to be determined on the basis of total length of continuous employment in the Aitkin County Health & Human Services Department. All new employees permanently hired by the Board shall be on probation for a period of six (6) months, and upon successful completion of such probationary period, their seniority will revert to the first day of employment. During such six (6) months of employment, employees may be discharged by the Employer without cause, and no grievance may be filed for such termination. Employees probation may be extended for an additional period not to exceed three (3) months should the Director find it necessary. If the Director chooses to extend the employee's probationary period, he or she shall so inform the employee in writing of the specific reasons for such extension within fifteen (15) days prior to the expiration of the initial or trial probationary period.

Section B.

An employee shall lose seniority for the following reasons:

1. Voluntary quit.

2. Discharge for cause.
3. Layoff for longer than one (1) year.
4. Failure to return at the expiration of a leave of absence.
5. Absence more than one (1) year due to illness or serious injury. This may be extended by mutual agreement.

Section C.

In the event of a reduction of force or the elimination of position, the order of separation shall be based upon seniority and qualifications for the available positions. Any employee laid off shall be entitled to re-employment to a position for which they are qualified for a period not to exceed one (1) year.

In the event of a reduction of force or elimination of position, a senior laid-off employee may bump into any position, laterally or downward, held by the least senior employee, if the senior employee is qualified to perform the duties of that position.

Section D.

Seniority lists for three (3) classes of employees: (1) Clerical; (2) Support; (3) Professional, shall be updated and posted annually.

Section E.

The job classification for each of the aforementioned classes of employees shall be as listed in Appendix A of this Agreement.

Section F.

Employees who transfer or promote to a new position would serve a three (3) month trial period. During the trial period, either the employee or the County could request that the employee return to their previous position and rate of pay. The trial period may be extended one additional month by mutual agreement. Any employee filling a vacancy that the trial employee returns to shall also revert back to their former position and rate of pay. If the trial employee returns to their original position, the Employer may elect to re-post the vacancy or fill the position with the next qualified candidate from the original posting.

Section G.

Notice of bargaining unit vacancies and newly created positions shall be posted internally for five (5) working days. Notices shall be placed on the intranet and posted on the bulletin board by the Human Resources office.

**ARTICLE 12**

**GRIEVANCE PROCEDURE**

Section A. Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

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

Section C. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the

2022 – 2024 HEALTH & HUMAN SERVICES AGREEMENT

Deleted: 2019 – 2021

processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section D. Grievances, as defined by Article 12, Section A, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative (Department Head) will discuss and give an answer to such Step 1 grievance within fifteen (15) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative (HR Director). The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within fifteen (15) working days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) working days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) working days shall be considered waived.

Deleted: .

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative (County Administrator). The Employer designated representative shall give the Union the Employer's answer in writing within five (5) working days after receipt of such Step 3 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 3 may be appealed to Step 4 within five (5) working days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 within five (5) working days shall be considered waived.

Deleted: .

Step 4. If no settlement is reached in Step 3, the grievance shall be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) working days after submission of the grievance to arbitration, either party may then request of the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall enter and strike one name until one name remains. The last remaining individual shall be designated as arbitrator. The grieving party shall strike first. The hearing on the grievance will be held promptly by the arbitrator, and the decision shall be rendered within thirty (30) days

of the date of hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Section E. Arbitrator's Authority:

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue submitted.

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the end of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section F. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof in writing, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied and move the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in writing.

Section G. Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 12 or a procedure such as: Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 12, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 12, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of Article 12 except that with respect to statutes under the jurisdiction of the United States Equal Opportunity Employment Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

**ARTICLE 13**

**SAVINGS CLAUSE**

In the event any provision of this Agreement 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 and the parties may, if they mutually agree, negotiate language to replace the voided provision. All other provisions shall continue in full force and effect.

Deleted: 2019 – 2021

ARTICLE 14

WAGE ADMINISTRATION

Section A.

If an employee's salary currently exceeds the maximum of their pay scale, their salary will be frozen until the pay scale catches up.

Section B.

An employee who is promoted to a higher paid classification would be placed on the step in the new pay range that gives them an increase of at least \$1.00 per hour. Thereafter, the employee would receive step increases as provided for by the Agreement.

An employee who posts for a job at a lower classification pay rate or who exercises seniority preference into a lower classification would move to the lower classification at the same longevity step as their previous position.

An employee whose job classification is upgraded will be placed on the step in the new pay range that results in at least a \$1.00 per hour increase.

Section C.

Effective January 1, 2022, employees covered by this Agreement shall be paid in accordance with Appendix B.

Two percent (2%) general adjustment. Employees whose wage is below the maximum of the appropriate wage scale will advance to the next step on January 1, 2022.

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

Effective January 1, 2023, employees covered by this Agreement shall be paid in accordance with Appendix B.

Two percent (2%) general adjustment. Employees whose wage is below the maximum of the appropriate wage scale will advance to the next step on January 1, 2023.

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

Effective January 1, 2024, employees covered by this Agreement shall be paid in accordance with Appendix B.

Two percent (2%) general adjustment. Employees whose wage is below the maximum of the appropriate wage scale will advance to the next step on January 1, 2024.

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

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

Deleted: B.

Deleted: salary range.

Effective January 1, 2020, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2020 1% general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2020.

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

Effective January 1, 2021, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2021 One-half percent (1/2%) general adjustment. Employees whose wage is below the maximum of the appropriate wage scale will advance to the next step on January 1, 2021.

1/1/2021 Special one-time adjustment: one extra step increase not to exceed the scale maximum for Janet Hatfield, Deann Lamke, Kaycie Tohm, Nancy Schneider, and Pam Karnowski --- any of these five individuals who are already at the scale maximum 1/1/2021 will instead receive a one-time \$500 lump sum payment 1/1/2021.

1/1/2021 One-time lump sum payment of \$104.75 to all employees who are covered by this Agreement on January 1, 2021.

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate

Deleted: B.

Deleted: salary range.

Effective January 1, 2020, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2020 1% general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2020.

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

Deleted: B.

Deleted: salary range.

Effective January 1, 2020, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2020 1% general adjustment. Employees whose wage is below the maximum of the



Deleted: 2019 – 2021

**ARTICLE 15** **MANAGEMENT RIGHTS**

Section A.

The employer retains the right to operate and manage all manpower facilities and equipment, to establish functions and programs, to set and amend budgets, to determine the utilization of technology, to establish and modify the organizational structure, to select, direct and determine the number of personnel, to determine whether to purchase or provide regular service, to establish and change work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

Section B.

Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate following written notification to the Union.

**ARTICLE 16** **GROUP INSURANCE**

Section A. Group Health Insurance, VEBA, and HSA

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

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

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

| HSA Compatible Plan | Employer's Share of the Premium per month   | Employee's Share of the Premium per month   |
|---------------------|---|---|
| Single              | \$ <u>675.74</u> per month for <u>2022</u> .<br>To be determined for <u>2023-2024</u> .   | \$0/month for <u>2022</u> .<br>\$0/month for <u>2023</u> .<br>\$0/month for <u>2024</u> .   |
| Single + 1          | \$ <u>1,293.53</u> per month for <u>2022</u> .<br>To be determined for <u>2023-2024</u> . | \$ <u>260.00</u> /month for <u>2022</u> .<br>\$ <u>310.00</u> /month for <u>2023</u> .<br>\$ <u>360.00</u> /month for <u>2024</u> . |
| Family              | \$ <u>1,529.80</u> per month for <u>2022</u> .<br>To be determined for <u>2023-2024</u> . | \$ <u>410.00</u> /month for <u>2022</u> .<br>\$ <u>460.00</u> /month for <u>2023</u> .<br>\$ <u>510.00</u> /month for <u>2024</u> . |

\*\*\*For 2023 and 2024, the employer and employee will split the premium increase or decrease 50:50, up to a maximum of \$50.00 per month per year of the contract, not to exceed the numbers above.

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

The employer may offer a **waiver** plan by county policy.

- Deleted: 528.02
- Deleted: 2019
- Deleted: 2019
- Deleted: 2020-2021
- Deleted: 2020
- Deleted: 2021
- Deleted: 043.96
- Deleted: 2019
- Deleted: 170
- Deleted: 2019
- Deleted: 2020-2021
- Deleted: 190
- Deleted: 2020.
- Deleted: 210
- Deleted: 2021.
- Deleted: 195
- Deleted: 2019
- Deleted: 320
- Deleted: 2019
- Deleted: 2020-2021
- Deleted: 340
- Deleted: 2020.
- Deleted: 360
- Deleted: 2021.

**Commented [BJD2]:** Waiver in open enrollment materials will increase from \$2750/year to \$2800/year on 1/1/2023.

2022 – 2024 HEALTH & HUMAN SERVICES AGREEMENT

Deleted: 2019 – 2021

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

Effective January 1, 2022, the Employer shall make a contribution to each eligible employee's HSA account, pro-rated by pay period [over 24 pay periods per year], as follows:

Deleted: 2019

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

Eligible employees will receive a pro-rated HSA contribution for all pay periods in which the employee is in a compensated payroll status or on FMLA.

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

Section B.

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

Section C.

The Employer shall provide Long Term Disability Insurance reimbursement for full-time permanent employees in accordance with the Personnel Policy. Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee’s cost in accordance with the terms of the policy between the Employer and insurance carrier.

(new) Section D. [The employer will provide the union with a 6 month notice if the county plans to rescind the Early Retirement Health Insurance Incentive as described in Appendix D.](#)

**ARTICLE 17** **FAMILY AND MEDICAL LEAVE**

Section A.

Family and Medical Leave shall be granted in accordance with legal mandates and Aitkin County policy.

Section B.

The probationary period shall be extended by a period of time equal to the total number of calendar days on leave.

**ARTICLE 18** **DISCIPLINE**

Section A.

Disciplinary action may be imposed upon a permanent employee only for just cause. Any disciplinary action

imposed may be processed as a grievance through the regular grievance procedure as provided, except that oral reprimands may not be processed beyond Step 3 of the grievance procedure. Disciplinary action shall include only the following: (A) oral reprimand; (B) written reprimand; (C) suspension; (D) demotion; or (E) discharge.

Employees have a right to make a clear request for union representation before or during an investigatory interview if the discussion could in any way lead to their being disciplined or terminated. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section B.

An employee may be temporarily suspended without pay for just cause. The employee shall be notified of the reasons for the suspension, in writing, at the time of suspension. If the employee feels they have been suspended without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within ten (10) working days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full, partial, or no pay for any time lost as a result of the suspension.

An employee suspended for just cause shall accrue no benefits during that period.

Section C.

An employee shall be discharged only for just cause. An action to discharge an employee shall be taken by the appointing authority only after a hearing upon due notice, upon stated charges, in writing. The statement of charges and the notice of hearing shall be filed with the employee at least ten (10) working days in advance of the hearing. The employee and the Union shall have the right to present witnesses, introduce evidence and to examine witnesses and evidence during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be reinstated with full, partial or no pay.

Section D.

Probationary employees are not entitled to grieve termination of employment.

**ARTICLE 19**

**GENERAL PROVISIONS**

Section A.

Employees may be permitted to attend Health & Human Services conferences or workshops provided that the Agency has adequate staff to provide the functions of the Agency as determined by the Health & Human Services Director. Employees must obtain prior approval of the Director.

Section B. Absence Due to Inclement Weather

As defined by county policy.

Section C. Mileage Reimbursement

Mileage allowance shall be paid to employees for authorized use of personal cars in connection with County business.

Section D. Unpaid Leave other than Family and Medical Leave:

Subd.1 The employee requesting a leave of absence up to thirty (30) calendar days, may apply for same in writing to the Department Head for consideration of their approval. The request shall include the length of leave requested and the reason for said leave. The Department Head shall approve or deny said request within five (5) working days of the request. Emergency requests shall be considered at the time received.

Subd.2 The employee requesting a leave of absence greater than thirty (30) calendar days may apply for same in writing to the County Administrator for consideration of their approval. The request shall include the length of leave requested and the reason for said leave.

Subd.3 Employees who are on an unpaid leave of absence shall receive no pay or benefits as apply to sick leave, holidays, PTO, etc., and shall accrue seniority for a period of thirty (30) calendar days only.

Subd.4 Temporary employees may be used to fill in for employees who are on a authorized leave of absence. Such employees shall be notified that the position they are filling is of a temporary nature and will cease upon the return of the individual who is on the leave of absence.

Subd.5 The probationary period shall be extended by a period of time equal to the total number of calendar days on leave.

Section E. Liability

Aitkin County agrees to cover its employees with an error and omissions insurance policy.

Section F. Expenses

Aitkin County Health & Human Services will reimburse employees for necessary, reasonable, actual expenses incurred in the performance of their duties outside of Aitkin County except for conferences held within the County. Prior approval must be secured from the Director.

Section G. Educational Tuition

The cost of participation in formalized course 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:

1. That the course is germane to the duties of the employee's job.
2. That the employee satisfactorily completes the course and receives either a "P" in a Pass/No Pass course, or a "B-" in an A-F Course.
3. That the employee remains in the employment of Aitkin County for one (1) year following completion of the course. (Employees who are receiving Education Tuition as of 7/24/2014 will be required to remain in employment for six months following completion of the course.)
4. That the course be recommended by the Director and approved by the County Board prior to taking the course.

It shall be noted that the cost of "tuition" is covered; this does not include books or other assessed administrative fees.

Deleted: 2019 – 2021

Section H. Notice to Personnel File

Employees shall be notified of any entry to their personnel file concerning performance evaluations or discipline.

Section I.

Jury Duty: Employees required to serve on jury duty shall be paid the difference between pay for such jury duty and their normal earnings for all full days absence Employees shall keep expenses reimbursed to them by the court for jury duty services. If an employee is excused from jury duty after reporting and returning to work, they shall suffer no loss in pay for the day.

**ARTICLE 20 TIME OFF FOR UNION ACTIVITIES**

Section A.

An employee elected by the Union to represent such Union at International, State or District meetings which require absence from duty shall be granted the necessary time off to attend such meeting without pay and without discrimination and without loss of seniority rights or any other rights granted by the County Board.

| <u>Type of Meeting</u> | <u>Number of Delegates</u> | <u>Maximum Time Allowed</u> |
|------------------------|----------------------------|-----------------------------|
| International          | 2                          | 9 calendar days             |
| State Federation       | 2                          | 7 calendar days             |
| State Council          | 3                          | 2 calendar days             |
| District               | 3                          | 1 calendar day              |

Section B.

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the County Board.

Section C.

The County Board will pay up to three (3) employees for the time spent in negotiations.

**ARTICLE 21 DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect from January 1, 2022 until December 31, 2024, and from year to year thereafter unless either party hereto shall give written notice sixty (60) days prior to the annual expiration date of a desire to terminate or amend said Agreement.

Deleted: 2019

Deleted: 2021

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this date.

BOARD OF COMMISSIONERS  
COUNTY OF AITKIN, MINNESOTA

COUNTY OF AITKIN

LOCAL UNION NO. 1283  
A.F.S.C.M.E., AFL-CIO

2022 – 2024 HEALTH & HUMAN SERVICES AGREEMENT

Deleted: 2019 – 2021

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
AFSCME Staff Representative

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

\_\_\_\_\_  
Chapter Chairperson

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Deleted: 2019 – 2021

**APPENDIX A**

**JOB CLASSIFICATIONS**

as of January 1, 2022

Deleted: 2019

| <u>Job Title</u>                          | <u>Grade</u> |
|---|--------------|
| OFFICE SUPPORT SPECIALIST                 | 2            |
| ACCOUNT TECHNICIAN-FAMILY SER.            | 4            |
| CASE AIDE                                 | 4            |
| CHILD SUPPORT ENFORCEMENT AIDE            | 4            |
| FAMILY BASE SERVICE PROVIDER              | 4            |
| ELIGIBILITY WORKER (AKA FINANCIAL WORKER) | 5            |
| CHILD SUPPORT OFFICER 1                   | 6            |
| SOCIAL WORKER                             | 9            |

Deleted: COMMUNITY SUPPORT TECHNICIAN (VACANT)

Deleted: 3



2022 – 2024 HEALTH & HUMAN SERVICES AGREEMENT

Deleted: 2019 – 2021

**APPENDIX B**

Deleted: WAGE SCHEDULES

| WAGE SCALE, JANUARY 1, 2022 |           |          |          |          |          | 2% General Adjustment |          |          |          |          |          |          |          |          |           |  |
|-----------------------------|-----------|----------|----------|----------|----------|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|--|
| Grade                       | Minimum/A | B        | C        | D        | E        | F                     | G        | H        | I        | J        | K        | L        | M        | N        | Maximum/O |  |
| 20                          | \$ 44.85  | \$ 46.18 | \$ 47.54 | \$ 48.95 | \$ 50.39 | \$ 51.89              | \$ 53.42 | \$ 55.00 | \$ 56.63 | \$ 58.31 | \$ 60.04 | \$ 61.82 | \$ 63.65 | \$ 65.00 | \$ 66.95  |  |
| 19                          | \$ 43.20  | \$ 44.47 | \$ 45.78 | \$ 47.14 | \$ 48.53 | \$ 49.97              | \$ 51.44 | \$ 52.97 | \$ 54.53 | \$ 56.15 | \$ 57.81 | \$ 59.53 | \$ 61.29 | \$ 62.59 | \$ 64.47  |  |
| 18                          | \$ 41.54  | \$ 42.77 | \$ 44.03 | \$ 45.33 | \$ 46.67 | \$ 48.05              | \$ 49.47 | \$ 50.93 | \$ 52.44 | \$ 53.99 | \$ 55.59 | \$ 57.23 | \$ 58.93 | \$ 60.18 | \$ 61.98  |  |
| 17                          | \$ 39.88  | \$ 41.06 | \$ 42.27 | \$ 43.52 | \$ 44.80 | \$ 46.13              | \$ 47.49 | \$ 48.89 | \$ 50.34 | \$ 51.83 | \$ 53.36 | \$ 54.94 | \$ 56.57 | \$ 57.77 | \$ 59.50  |  |
| 16                          | \$ 38.23  | \$ 39.36 | \$ 40.51 | \$ 41.71 | \$ 42.94 | \$ 44.21              | \$ 45.51 | \$ 46.86 | \$ 48.24 | \$ 49.67 | \$ 51.14 | \$ 52.65 | \$ 54.21 | \$ 55.36 | \$ 57.02  |  |
| 15                          | \$ 36.57  | \$ 37.65 | \$ 38.76 | \$ 39.90 | \$ 41.08 | \$ 42.29              | \$ 43.54 | \$ 44.82 | \$ 46.14 | \$ 47.51 | \$ 48.91 | \$ 50.36 | \$ 51.85 | \$ 52.94 | \$ 54.53  |  |
| 14                          | \$ 34.92  | \$ 35.94 | \$ 37.00 | \$ 38.09 | \$ 39.21 | \$ 40.37              | \$ 41.56 | \$ 42.78 | \$ 44.05 | \$ 45.35 | \$ 46.69 | \$ 48.07 | \$ 49.49 | \$ 50.53 | \$ 52.05  |  |
| 13                          | \$ 33.26  | \$ 34.24 | \$ 35.24 | \$ 36.28 | \$ 37.35 | \$ 38.45              | \$ 39.58 | \$ 40.75 | \$ 41.95 | \$ 43.19 | \$ 44.46 | \$ 45.77 | \$ 47.13 | \$ 48.12 | \$ 49.56  |  |
| 12                          | \$ 31.61  | \$ 32.53 | \$ 33.49 | \$ 34.47 | \$ 35.49 | \$ 36.53              | \$ 37.60 | \$ 38.71 | \$ 39.85 | \$ 41.03 | \$ 42.24 | \$ 43.48 | \$ 44.77 | \$ 45.71 | \$ 47.08  |  |
| 11                          | \$ 29.95  | \$ 30.83 | \$ 31.73 | \$ 32.66 | \$ 33.62 | \$ 34.61              | \$ 35.63 | \$ 36.67 | \$ 37.75 | \$ 38.87 | \$ 40.01 | \$ 41.19 | \$ 42.40 | \$ 43.30 | \$ 44.60  |  |
| 10                          | \$ 28.29  | \$ 29.12 | \$ 29.97 | \$ 30.85 | \$ 31.76 | \$ 32.69              | \$ 33.65 | \$ 34.64 | \$ 35.66 | \$ 36.70 | \$ 37.79 | \$ 38.90 | \$ 40.04 | \$ 40.89 | \$ 42.11  |  |
| 9                           | \$ 26.64  | \$ 27.42 | \$ 28.22 | \$ 29.04 | \$ 29.89 | \$ 30.77              | \$ 31.67 | \$ 32.60 | \$ 33.56 | \$ 34.54 | \$ 35.56 | \$ 36.61 | \$ 37.68 | \$ 38.48 | \$ 39.63  |  |
| 8                           | \$ 24.98  | \$ 25.71 | \$ 26.46 | \$ 27.23 | \$ 28.03 | \$ 28.85              | \$ 29.70 | \$ 30.56 | \$ 31.46 | \$ 32.38 | \$ 33.33 | \$ 34.31 | \$ 35.32 | \$ 36.06 | \$ 37.15  |  |
| 7                           | \$ 23.33  | \$ 24.01 | \$ 24.70 | \$ 25.42 | \$ 26.17 | \$ 26.93              | \$ 27.72 | \$ 28.53 | \$ 29.36 | \$ 30.22 | \$ 31.11 | \$ 32.02 | \$ 32.96 | \$ 33.65 | \$ 34.66  |  |
| 6                           | \$ 21.67  | \$ 22.30 | \$ 22.95 | \$ 23.62 | \$ 24.30 | \$ 25.01              | \$ 25.74 | \$ 26.49 | \$ 27.27 | \$ 28.06 | \$ 28.88 | \$ 29.73 | \$ 30.60 | \$ 31.24 | \$ 32.18  |  |
| 5                           | \$ 20.01  | \$ 20.59 | \$ 21.19 | \$ 21.81 | \$ 22.44 | \$ 23.09              | \$ 23.76 | \$ 24.46 | \$ 25.17 | \$ 25.90 | \$ 26.66 | \$ 27.44 | \$ 28.24 | \$ 28.83 | \$ 29.69  |  |
| 4                           | \$ 18.36  | \$ 18.89 | \$ 19.43 | \$ 20.00 | \$ 20.58 | \$ 21.17              | \$ 21.79 | \$ 22.42 | \$ 23.07 | \$ 23.74 | \$ 24.43 | \$ 25.15 | \$ 25.88 | \$ 26.42 | \$ 27.21  |  |
| 3                           | \$ 16.70  | \$ 17.18 | \$ 17.68 | \$ 18.19 | \$ 18.71 | \$ 19.25              | \$ 19.81 | \$ 20.38 | \$ 20.97 | \$ 21.58 | \$ 22.21 | \$ 22.85 | \$ 23.52 | \$ 24.01 | \$ 24.73  |  |
| 2                           | \$ 15.05  | \$ 15.48 | \$ 15.92 | \$ 16.38 | \$ 16.85 | \$ 17.33              | \$ 17.83 | \$ 18.35 | \$ 18.88 | \$ 19.42 | \$ 19.98 | \$ 20.56 | \$ 21.16 | \$ 21.60 | \$ 22.24  |  |
| 1                           | \$ 13.39  | \$ 13.77 | \$ 14.16 | \$ 14.57 | \$ 14.98 | \$ 15.41              | \$ 15.85 | \$ 16.31 | \$ 16.78 | \$ 17.26 | \$ 17.76 | \$ 18.27 | \$ 18.80 | \$ 19.18 | \$ 19.76  |  |

| WAGE SCALE, JANUARY 1, 2023 |           |          |          |          |          | 2% General Adjustment |          |          |          |          |          |          |          |          |           |  |
|-----------------------------|-----------|----------|----------|----------|----------|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|--|
| Grade                       | Minimum/A | B        | C        | D        | E        | F                     | G        | H        | I        | J        | K        | L        | M        | N        | Maximum/O |  |
| 20                          | \$ 45.75  | \$ 47.10 | \$ 48.49 | \$ 49.93 | \$ 51.40 | \$ 52.92              | \$ 54.49 | \$ 56.10 | \$ 57.76 | \$ 59.48 | \$ 61.24 | \$ 63.06 | \$ 64.93 | \$ 66.30 | \$ 68.29  |  |
| 19                          | \$ 44.06  | \$ 45.36 | \$ 46.70 | \$ 48.08 | \$ 49.50 | \$ 50.97              | \$ 52.47 | \$ 54.03 | \$ 55.63 | \$ 57.27 | \$ 58.97 | \$ 60.72 | \$ 62.52 | \$ 63.84 | \$ 65.76  |  |
| 18                          | \$ 42.37  | \$ 43.62 | \$ 44.91 | \$ 46.23 | \$ 47.60 | \$ 49.01              | \$ 50.46 | \$ 51.95 | \$ 53.49 | \$ 55.07 | \$ 56.70 | \$ 58.38 | \$ 60.11 | \$ 61.38 | \$ 63.22  |  |
| 17                          | \$ 40.68  | \$ 41.88 | \$ 43.12 | \$ 44.39 | \$ 45.70 | \$ 47.05              | \$ 48.44 | \$ 49.87 | \$ 51.35 | \$ 52.87 | \$ 54.43 | \$ 56.04 | \$ 57.70 | \$ 58.92 | \$ 60.69  |  |
| 16                          | \$ 38.99  | \$ 40.14 | \$ 41.33 | \$ 42.54 | \$ 43.80 | \$ 45.09              | \$ 46.42 | \$ 47.79 | \$ 49.21 | \$ 50.66 | \$ 52.16 | \$ 53.70 | \$ 55.29 | \$ 56.46 | \$ 58.16  |  |
| 15                          | \$ 37.30  | \$ 38.40 | \$ 39.53 | \$ 40.70 | \$ 41.90 | \$ 43.13              | \$ 44.41 | \$ 45.72 | \$ 47.07 | \$ 48.46 | \$ 49.89 | \$ 51.37 | \$ 52.89 | \$ 54.00 | \$ 55.62  |  |
| 14                          | \$ 35.62  | \$ 36.66 | \$ 37.74 | \$ 38.85 | \$ 40.00 | \$ 41.18              | \$ 42.39 | \$ 43.64 | \$ 44.93 | \$ 46.25 | \$ 47.62 | \$ 49.03 | \$ 50.48 | \$ 51.54 | \$ 53.09  |  |
| 13                          | \$ 33.93  | \$ 34.92 | \$ 35.95 | \$ 37.01 | \$ 38.10 | \$ 39.22              | \$ 40.37 | \$ 41.56 | \$ 42.79 | \$ 44.05 | \$ 45.35 | \$ 46.69 | \$ 48.07 | \$ 49.08 | \$ 50.56  |  |
| 12                          | \$ 32.24  | \$ 33.18 | \$ 34.16 | \$ 35.16 | \$ 36.19 | \$ 37.26              | \$ 38.36 | \$ 39.49 | \$ 40.65 | \$ 41.85 | \$ 43.08 | \$ 44.35 | \$ 45.66 | \$ 46.62 | \$ 48.02  |  |
| 11                          | \$ 30.55  | \$ 31.44 | \$ 32.37 | \$ 33.32 | \$ 34.29 | \$ 35.30              | \$ 36.34 | \$ 37.41 | \$ 38.51 | \$ 39.64 | \$ 40.81 | \$ 42.01 | \$ 43.25 | \$ 44.16 | \$ 45.49  |  |
| 10                          | \$ 28.86  | \$ 29.70 | \$ 30.57 | \$ 31.47 | \$ 32.39 | \$ 33.34              | \$ 34.32 | \$ 35.33 | \$ 36.37 | \$ 37.44 | \$ 38.54 | \$ 39.68 | \$ 40.84 | \$ 41.70 | \$ 42.96  |  |
| 9                           | \$ 27.17  | \$ 27.96 | \$ 28.78 | \$ 29.62 | \$ 30.49 | \$ 31.39              | \$ 32.31 | \$ 33.25 | \$ 34.23 | \$ 35.24 | \$ 36.27 | \$ 37.34 | \$ 38.44 | \$ 39.25 | \$ 40.42  |  |
| 8                           | \$ 25.48  | \$ 26.23 | \$ 26.99 | \$ 27.78 | \$ 28.59 | \$ 29.43              | \$ 30.29 | \$ 31.18 | \$ 32.09 | \$ 33.03 | \$ 34.00 | \$ 35.00 | \$ 36.03 | \$ 36.79 | \$ 37.89  |  |
| 7                           | \$ 23.79  | \$ 24.49 | \$ 25.20 | \$ 25.93 | \$ 26.69 | \$ 27.47              | \$ 28.27 | \$ 29.10 | \$ 29.95 | \$ 30.83 | \$ 31.73 | \$ 32.66 | \$ 33.62 | \$ 34.33 | \$ 35.36  |  |
| 6                           | \$ 22.10  | \$ 22.75 | \$ 23.41 | \$ 24.09 | \$ 24.79 | \$ 25.51              | \$ 26.26 | \$ 27.02 | \$ 27.81 | \$ 28.62 | \$ 29.46 | \$ 30.32 | \$ 31.21 | \$ 31.87 | \$ 32.82  |  |
| 5                           | \$ 20.42  | \$ 21.01 | \$ 21.62 | \$ 22.24 | \$ 22.89 | \$ 23.55              | \$ 24.24 | \$ 24.94 | \$ 25.67 | \$ 26.42 | \$ 27.19 | \$ 27.99 | \$ 28.80 | \$ 29.41 | \$ 30.29  |  |
| 4                           | \$ 18.73  | \$ 19.27 | \$ 19.82 | \$ 20.40 | \$ 20.99 | \$ 21.60              | \$ 22.22 | \$ 22.87 | \$ 23.53 | \$ 24.22 | \$ 24.92 | \$ 25.65 | \$ 26.40 | \$ 26.95 | \$ 27.76  |  |
| 3                           | \$ 17.04  | \$ 17.53 | \$ 18.03 | \$ 18.55 | \$ 19.09 | \$ 19.64              | \$ 20.21 | \$ 20.79 | \$ 21.39 | \$ 22.01 | \$ 22.65 | \$ 23.31 | \$ 23.99 | \$ 24.49 | \$ 25.22  |  |
| 2                           | \$ 15.35  | \$ 15.79 | \$ 16.24 | \$ 16.71 | \$ 17.19 | \$ 17.68              | \$ 18.19 | \$ 18.71 | \$ 19.25 | \$ 19.81 | \$ 20.38 | \$ 20.97 | \$ 21.58 | \$ 22.03 | \$ 22.69  |  |
| 1                           | \$ 13.66  | \$ 14.05 | \$ 14.45 | \$ 14.86 | \$ 15.28 | \$ 15.72              | \$ 16.17 | \$ 16.64 | \$ 17.11 | \$ 17.61 | \$ 18.11 | \$ 18.63 | \$ 19.17 | \$ 19.57 | \$ 20.15  |  |

| 2019 One-half percent (0.5%) General Adjustment 1/1/2019 |           |          |          |          |          |       |
|--|-----------|----------|----------|----------|----------|-------|
| Grade  | Minimum/A | B        | C        | D        | E        | F     |
| 20   | \$ 42.08  | \$ 43.32 | \$ 44.60 | \$ 45.92 | \$ 47.28 | \$ 48 |
| 19   | \$ 40.53  | \$ 41.72 | \$ 42.95 | \$ 44.22 | \$ 45.53 | \$ 46 |
| 18   | \$ 38.97  | \$ 40.12 | \$ 41.31 | \$ 42.52 | \$ 43.78 | \$ 45 |
| 17   | \$ 37.42  | \$ 38.52 | \$ 39.66 | \$ 40.83 | \$ 42.03 | \$ 43 |
| 16   | \$ 35.87  | \$ 36.92 | \$ 38.01 | \$ 39.13 | \$ 40.29 | \$ 41 |
| 15   | \$ 34.32  | \$ 35.32 | \$ 36.36 | \$ 37.43 | \$ 38.54 | \$ 39 |
| 14   | \$ 32.76  | \$ 33.73 | \$ 34.72 | \$ 35.74 | \$ 36.79 | \$ 37 |
| 13   | \$ 31.21  | \$ 32.13 | \$ 33.07 | \$ 34.04 | \$ 35.04 | \$ 36 |
| 12   | \$ 29.66  | \$ 30.53 | \$ 31.42 | \$ 32.34 | \$ 33.29 | \$ 34 |
| 11   | \$ 28.10  | \$ 28.93 | \$ 29.77 | \$ 30.65 | \$ 31.55 | \$ 32 |
| 10   | \$ 26.55  | \$ 27.33 | \$ 28.13 | \$ 28.95 | \$ 29.80 | \$ 30 |
| 9  | \$ 25.00  | \$ 25.73 | \$ 26.48 | \$ 27.25 | \$ 28.05 | \$ 28 |
| 8  | \$ 23.45  | \$ 24.13 | \$ 24.83 | \$ 25.56 | \$ 26.30 | \$ 27 |
| 7  | \$ 21.89  | \$ 22.53 | \$ 23.19 | \$ 23.86 | \$ 24.56 | \$ 25 |
| 6  | \$ 20.34  | \$ 20.93 | \$ 21.54 | \$ 22.16 | \$ 22.81 | \$ 23 |
| 5  | \$ 18.79  | \$ 19.33 | \$ 19.89 | \$ 20.47 | \$ 21.06 | \$ 21 |
| 4  | \$ 17.24  | \$ 17.73 | \$ 18.24 | \$ 18.77 | \$ 19.31 | \$ 19 |
| 3  | \$ 15.68  | \$ 16.13 | \$ 16.60 | \$ 17.07 | \$ 17.57 | \$ 18 |
| 2  | \$ 14.13  | \$ 14.53 | \$ 14.95 | \$ 15.38 | \$ 15.82 | \$ 16 |
| 1  | \$ 12.58  | \$ 12.93 | \$ 13.30 | \$ 13.68 | \$ 14.07 | \$ 14 |

  

| 2020 1% General Adjustment 1/1/2020 |           |          |          |          |          |       |
|-------------------------------------|-----------|----------|----------|----------|----------|-------|
| Grade                               | Minimum/A | B        | C        | D        | E        | F     |
| 20                                  | \$ 42.50  | \$ 43.75 | \$ 45.05 | \$ 46.38 | \$ 47.75 | \$ 49 |
| 19                                  | \$ 40.93  | \$ 42.14 | \$ 43.38 | \$ 44.66 | \$ 45.98 | \$ 47 |
| 18                                  | \$ 39.36  | \$ 40.52 | \$ 41.72 | \$ 42.95 | \$ 44.22 | \$ 45 |
| 17                                  | \$ 37.79  | \$ 38.91 | \$ 40.06 | \$ 41.24 | \$ 42.45 | \$ 43 |
| 16                                  | \$ 36.23  | \$ 37.29 | \$ 38.39 | \$ 39.52 | \$ 40.69 | \$ 41 |
| 15                                  | \$ 34.66  | \$ 35.68 | \$ 36.73 | \$ 37.81 | \$ 38.92 | \$ 40 |
| 14                                  | \$ 33.09  | \$ 34.06 | \$ 35.06 | \$ 36.10 | \$ 37.16 | \$ 38 |
| 13                                  | \$ 31.52  | \$ 32.45 | \$ 33.40 | \$ 34.38 | \$ 35.39 | \$ 36 |
| 12                                  | \$ 29.95  | \$ 30.83 | \$ 31.74 | \$ 32.67 | \$ 33.63 | \$ 34 |
| 11                                  | \$ 28.39  | \$ 29.22 | \$ 30.07 | \$ 30.95 | \$ 31.86 | \$ 32 |
| 10                                  | \$ 26.82  | \$ 27.60 | \$ 28.41 | \$ 29.24 | \$ 30.10 | \$ 30 |
| 9                                   | \$ 25.25  | \$ 25.99 | \$ 26.75 | \$ 27.53 | \$ 28.33 | \$ 29 |
| 8                                   | \$ 23.68  | \$ 24.37 | \$ 25.08 | \$ 25.81 | \$ 26.57 | \$ 27 |
| 7                                   | \$ 22.11  | \$ 22.76 | \$ 23.42 | \$ 24.10 | \$ 24.80 | \$ 25 |
| 6                                   | \$ 20.54  | \$ 21.14 | \$ 21.75 | \$ 22.39 | \$ 23.04 | \$ 23 |
| 5                                   | \$ 18.98  | \$ 19.52 | \$ 20.09 | \$ 20.67 | \$ 21.27 | \$ 21 |
| 4                                   | \$ 17.41  | \$ 17.91 | \$ 18.43 | \$ 18.96 | \$ 19.51 | \$ 20 |
| 3                                   | \$ 15.84  | \$ 16.29 | \$ 16.76 | \$ 17.25 | \$ 17.74 | \$ 18 |
| 2                                   | \$ 14.27  | \$ 14.68 | \$ 15.10 | \$ 15.53 | \$ 15.98 | \$ 16 |
| 1                                   | \$ 12.70  | \$ 13.06 | \$ 13.44 | \$ 13.82 | \$ 14.21 | \$ 14 |

  

| 2021 One-half percent (0.5%) General Adjustment 1/1/2021 |           |          |          |          |          |       |
|--|-----------|----------|----------|----------|----------|-------|
| Grade  | Minimum/A | B        | C        | D        | E        | F     |
| 20   | \$ 42.71  | \$ 43.97 | \$ 45.27 | \$ 46.61 | \$ 47.99 | \$ 49 |
| 19   | \$ 41.14  | \$ 42.35 | \$ 43.60 | \$ 44.89 | \$ 46.21 | \$ 47 |
| 18   | \$ 39.56  | \$ 40.73 | \$ 41.93 | \$ 43.16 | \$ 44.44 | \$ 45 |
| 17   | \$ 37.98  | \$ 39.10 | \$ 40.26 | \$ 41.44 | \$ 42.67 | \$ 43 |
| 16   | \$ 36.41  | \$ 37.48 | \$ 38.58 | \$ 39.72 | \$ 40.89 | \$ 41 |
| 15   | \$ 34.83  | \$ 35.86 | \$ 36.91 | \$ 38.00 | \$ 39.12 | \$ 40 |
| 14   | \$ 33.26  | \$ 34.23 | \$ 35.24 | \$ 36.28 | \$ 37.34 | \$ 38 |
| 13   | \$ 31.68  | \$ 32.61 | \$ 33.57 | \$ 34.55 | \$ 35.57 | \$ 36 |
| 12   | \$ 30.10  | \$ 30.99 | \$ 31.90 | \$ 32.83 | \$ 33.80 | \$ 34 |
| 11   | \$ 28.53  | \$ 29.36 | \$ 30.22 | \$ 31.11 | \$ 32.02 | \$ 32 |
| 10   | \$ 26.95  | \$ 27.74 | \$ 28.55 | \$ 29.39 | \$ 30.25 | \$ 31 |
| 9  | \$ 25.38  | \$ 26.12 | \$ 26.88 | \$ 27.66 | \$ 28.47 | \$ 29 |
| 8  | \$ 23.80  | \$ 24.49 | \$ 25.21 | \$ 25.94 | \$ 26.70 | \$ 27 |
| 7  | \$ 22.22  | \$ 22.87 | \$ 23.53 | \$ 24.22 | \$ 24.93 | \$ 25 |
| 6  | \$ 20.65  | \$ 21.25 | \$ 21.86 | \$ 22.50 | \$ 23.15 | \$ 23 |
| 5  | \$ 19.07  | \$ 19.62 | \$ 20.19 | \$ 20.78 | \$ 21.38 | \$ 22 |
| 4  | \$ 17.49  | \$ 18.00 | \$ 18.52 | \$ 19.05 | \$ 19.60 | \$ 20 |
| 3  | \$ 15.92  | \$ 16.38 | \$ 16.85 | \$ 17.33 | \$ 17.83 | \$ 18 |
| 2  | \$ 14.34  |          |          |          |          |       |



Appendix B, continued

| WAGE SCALE, JANUARY 1, 2024 |           |          |          | 2% General Adjustment |          |          |          |          |          |          |          |          |          |          |           |
|-----------------------------|-----------|----------|----------|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| Grade                       | Minimum/A | B        | C        | D                     | E        | F        | G        | H        | I        | J        | K        | L        | M        | N        | Maximum/O |
| 20                          | \$ 46.66  | \$ 48.04 | \$ 49.46 | \$ 50.92              | \$ 52.43 | \$ 53.98 | \$ 55.58 | \$ 57.22 | \$ 58.92 | \$ 60.67 | \$ 62.46 | \$ 64.32 | \$ 66.22 | \$ 67.63 | \$ 69.66  |
| 19                          | \$ 44.94  | \$ 46.27 | \$ 47.63 | \$ 49.04              | \$ 50.49 | \$ 51.98 | \$ 53.52 | \$ 55.11 | \$ 56.74 | \$ 58.42 | \$ 60.15 | \$ 61.93 | \$ 63.77 | \$ 65.12 | \$ 67.07  |
| 18                          | \$ 43.22  | \$ 44.49 | \$ 45.81 | \$ 47.16              | \$ 48.55 | \$ 49.99 | \$ 51.47 | \$ 52.99 | \$ 54.56 | \$ 56.17 | \$ 57.83 | \$ 59.55 | \$ 61.31 | \$ 62.61 | \$ 64.49  |
| 17                          | \$ 41.50  | \$ 42.72 | \$ 43.98 | \$ 45.28              | \$ 46.61 | \$ 47.99 | \$ 49.41 | \$ 50.87 | \$ 52.37 | \$ 53.92 | \$ 55.52 | \$ 57.16 | \$ 58.86 | \$ 60.10 | \$ 61.90  |
| 16                          | \$ 39.77  | \$ 40.95 | \$ 42.15 | \$ 43.39              | \$ 44.67 | \$ 45.99 | \$ 47.35 | \$ 48.75 | \$ 50.19 | \$ 51.67 | \$ 53.20 | \$ 54.78 | \$ 56.40 | \$ 57.59 | \$ 59.32  |
| 15                          | \$ 38.05  | \$ 39.17 | \$ 40.32 | \$ 41.51              | \$ 42.74 | \$ 44.00 | \$ 45.29 | \$ 46.63 | \$ 48.01 | \$ 49.43 | \$ 50.89 | \$ 52.39 | \$ 53.94 | \$ 55.08 | \$ 56.74  |
| 14                          | \$ 36.33  | \$ 37.40 | \$ 38.50 | \$ 39.63              | \$ 40.80 | \$ 42.00 | \$ 43.24 | \$ 44.51 | \$ 45.83 | \$ 47.18 | \$ 48.57 | \$ 50.01 | \$ 51.49 | \$ 52.57 | \$ 54.15  |
| 13                          | \$ 34.61  | \$ 35.62 | \$ 36.67 | \$ 37.75              | \$ 38.86 | \$ 40.00 | \$ 41.18 | \$ 42.39 | \$ 43.64 | \$ 44.93 | \$ 46.26 | \$ 47.62 | \$ 49.03 | \$ 50.07 | \$ 51.57  |
| 12                          | \$ 32.88  | \$ 33.85 | \$ 34.84 | \$ 35.86              | \$ 36.92 | \$ 38.00 | \$ 39.12 | \$ 40.27 | \$ 41.46 | \$ 42.68 | \$ 43.94 | \$ 45.24 | \$ 46.57 | \$ 47.56 | \$ 48.98  |
| 11                          | \$ 31.16  | \$ 32.07 | \$ 33.01 | \$ 33.98              | \$ 34.98 | \$ 36.01 | \$ 37.07 | \$ 38.16 | \$ 39.28 | \$ 40.44 | \$ 41.63 | \$ 42.85 | \$ 44.12 | \$ 45.05 | \$ 46.40  |
| 10                          | \$ 29.44  | \$ 30.30 | \$ 31.19 | \$ 32.10              | \$ 33.04 | \$ 34.01 | \$ 35.01 | \$ 36.04 | \$ 37.10 | \$ 38.19 | \$ 39.31 | \$ 40.47 | \$ 41.66 | \$ 42.54 | \$ 43.82  |
| 9                           | \$ 27.71  | \$ 28.52 | \$ 29.36 | \$ 30.22              | \$ 31.10 | \$ 32.01 | \$ 32.95 | \$ 33.92 | \$ 34.91 | \$ 35.94 | \$ 37.00 | \$ 38.08 | \$ 39.21 | \$ 40.03 | \$ 41.23  |
| 8                           | \$ 25.99  | \$ 26.75 | \$ 27.53 | \$ 28.33              | \$ 29.16 | \$ 30.02 | \$ 30.89 | \$ 31.80 | \$ 32.73 | \$ 33.69 | \$ 34.68 | \$ 35.70 | \$ 36.75 | \$ 37.52 | \$ 38.65  |
| 7                           | \$ 24.27  | \$ 24.98 | \$ 25.70 | \$ 26.45              | \$ 27.22 | \$ 28.02 | \$ 28.84 | \$ 29.68 | \$ 30.55 | \$ 31.44 | \$ 32.37 | \$ 33.32 | \$ 34.29 | \$ 35.01 | \$ 36.06  |
| 6                           | \$ 22.55  | \$ 23.20 | \$ 23.88 | \$ 24.57              | \$ 25.28 | \$ 26.02 | \$ 26.78 | \$ 27.56 | \$ 28.37 | \$ 29.20 | \$ 30.05 | \$ 30.93 | \$ 31.84 | \$ 32.50 | \$ 33.48  |
| 5                           | \$ 20.82  | \$ 21.43 | \$ 22.05 | \$ 22.69              | \$ 23.35 | \$ 24.02 | \$ 24.72 | \$ 25.44 | \$ 26.19 | \$ 26.95 | \$ 27.74 | \$ 28.55 | \$ 29.38 | \$ 29.99 | \$ 30.89  |
| 4                           | \$ 19.10  | \$ 19.65 | \$ 20.22 | \$ 20.80              | \$ 21.41 | \$ 22.03 | \$ 22.67 | \$ 23.32 | \$ 24.00 | \$ 24.70 | \$ 25.42 | \$ 26.16 | \$ 26.92 | \$ 27.49 | \$ 28.31  |
| 3                           | \$ 17.38  | \$ 17.88 | \$ 18.39 | \$ 18.92              | \$ 19.47 | \$ 20.03 | \$ 20.61 | \$ 21.21 | \$ 21.82 | \$ 22.45 | \$ 23.11 | \$ 23.78 | \$ 24.47 | \$ 24.98 | \$ 25.73  |
| 2                           | \$ 15.66  | \$ 16.10 | \$ 16.56 | \$ 17.04              | \$ 17.53 | \$ 18.03 | \$ 18.55 | \$ 19.09 | \$ 19.64 | \$ 20.21 | \$ 20.79 | \$ 21.39 | \$ 22.01 | \$ 22.47 | \$ 23.14  |
| 1                           | \$ 13.93  | \$ 14.33 | \$ 14.74 | \$ 15.16              | \$ 15.59 | \$ 16.04 | \$ 16.50 | \$ 16.97 | \$ 17.46 | \$ 17.96 | \$ 18.47 | \$ 19.01 | \$ 19.56 | \$ 19.96 | \$ 20.56  |

2022 – 2024 HEALTH & HUMAN SERVICES AGREEMENT

Deleted: 2019 – 2021

**MEMORANDUM OF AGREEMENT (EARLY RETIREMENT INCENTIVE)**

This Memorandum of Agreement is entered into between Aitkin County (hereafter “County”) and Local No. 1283, AFSCME Council 65, AFL-CIO (hereafter “Union”)

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

**WHEREAS**, during negotiations for the 2022-2024 collective bargaining agreement, the parties discussed early retirement incentives; and

Deleted: 2019-2021

**WHEREAS**, the employer has incorporated an early retirement incentive provision into the Aitkin County Personnel Policy manual.

Deleted: plans to incorporate

Deleted: in January 2019,

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

1. Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2022, 2023, and 2024 will have the opportunity to participate.
2. The employer will provide the union with a 6 month notice if the county plans to rescind the Early Retirement Health Insurance Incentive.
3. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

Deleted: 2019, 2020

Deleted: 2021

**IN WITNESS WHEREOF**, the parties have caused this MOA to be executed this      day of     , 2022.

Deleted: 23rd

Deleted: October, 2018

BOARD OF COMMISSIONERS  
COUNTY OF AITKIN, MINNESOTA  
COUNTY OF AITKIN

LOCAL UNION NO. 1283  
AFSCME, AFL-CIO

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
AFSCME Staff Representative

MEMORANDUM OF AGREEMENT (OFFICE SUPPORT SPECIALIST WAGE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter “County”) and Local No. 1283, AFSCME Council 65, AFL-CIO (hereafter “Union”)

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

WHEREAS, during negotiations for the 2022-2024 collective bargaining agreement, the parties discussed the Office Support Specialist MOA that was offered by the employer to the union on September 27, 2021, and ultimately rejected by the union; and

WHEREAS, during mediation, the union requested the employer offer again to increase the 3 current Office Support Specialists (Kelsey Kramer, Kristine Salmela, and Rebecca Steele) to the same wage as OSS Erin Mahoney is earning.

NOW, THEREFORE, the parties agree as follows:

4. Effective January 1, 2022, Kristine Salmela, OSS, and Rebecca Steele, OSS, will be increased to the same wage that Erin Mahoney, OSS, is earning, and effective January 10, 2022 (hire date), Kelsey Kramer, OSS, will be placed at the same wage that Erin Mahoney, OSS is earning.
5. The parties agree this adjustment does not set precedence for any future matters.
6. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COMMISSIONERS \_\_\_\_\_ LOCAL UNION NO. 1283  
COUNTY OF AITKIN, MINNESOTA \_\_\_\_\_ AFSCME, AFL-CIO  
COUNTY OF AITKIN \_\_\_\_\_

Mark Wedel, Board Chair \_\_\_\_\_ Troy Bauch, Staff Representative