

Aitkin County Board of Commissioners Board Meeting Attendance Record

Date: Board March 14, 2023

Name	Please check the boxes that apply		
	Aitkin County Citizen	Aitkin County Employee	Company Representative – Please list
Kyle Larson			MN Power
Zach Golkowski			MN Power
Jeanne Schram			Arthur Age
John Welk		X	ACTD
D J Thompson		X	Land
Danielson		X	TR

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT
2023-2025

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AGREEMENT

By and Between



Deleted: AITKIN COUNTY

and



Deleted: TEAMSTERS GENERAL

LOCAL #504
(LICENSED ESSENTIAL UNIT)

Deleted: UNION NO. 346

January 1, 2023 to December 31, 2025

Deleted: Duluth, Minnesota
Deleted: 2021
Deleted: 2022

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT
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PREAMBLE

Aitkin County, hereinafter referred to as the "Employer" and Law Enforcement Labor Services, Local 504, 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.

Deleted: the General Drivers, Dairy Employees, Warehousemen, Helpers and Inside Employees

Deleted: Union No. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

TERMS AND RELATIONS

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

CONDITIONS OF EMPLOYMENT

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

ARTICLE 1. RECOGNITION

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

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Local Union No. 346, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Deleted: collective bargaining agent

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

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¶
Section 3. CHECK OFF¶

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

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

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

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

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

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

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ARTICLE 2. VESTED RIGHT OF MANAGEMENT

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

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Section 1.

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ARTICLE 3. EMPLOYMENT STATUS

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

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

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

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

ARTICLE 4. PROBATION

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

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

ARTICLE 5. SENIORITY

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

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Section 2. The policy of seniority shall prevail to regular employees and seasonal employees.

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

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

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Section 5. Seniority shall terminate if:

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

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

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

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

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

ARTICLE 6. SCHOOLING

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

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ARTICLE 7. SAFETY/EXPENSES/LOSS OR DAMAGE

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

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

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

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

ARTICLE 8. UNIFORMS

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

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Section 2. Effective January 1, 2023, the employer will provide a safety footwear allowance for each full-time employee covered by this Agreement of up to \$195.00 per calendar year, upon submission of receipt, to be used specifically for or towards safety footwear.

ARTICLE 9. MEDICAL EXAMINATIONS

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

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Section 1.

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

Deleted: the Brainerd Medical Center,

ARTICLE 10. WEEKLY HOURS AND OVERTIME RATES

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

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Section 1.

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

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

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

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Section 5. COMP TIME

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

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

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

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

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

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

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

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

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Section 8. COURT TIME. An employee who is scheduled to appear in court during the employee's scheduled off duty time shall receive a minimum of four (4) hours pay at the employee's regular base rate of pay, unless the court appearance is cancelled by 6:00 p.m. prior to the business day of the scheduled court appearance. 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.

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ARTICLE 11. PAY PERIOD

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

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ARTICLE 12. PROMOTIONS

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

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- A. Ability to perform related work.
- B. Attitude.
- C. Aptitude.
- D. Versatility.
- E. Efficiency.
- F. Previous work record.
- G. Attendance.

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

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

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

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

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

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ARTICLE 13. LEAVE OF ABSENCE

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

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

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Section 3. 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.

Section 4. Recall - Recall of an employee shall be provided for in the following manner. Initially, the County shall attempt to locate the employee by telephone. If that attempt is unsuccessful, the Employer shall post a certified or registered letter to the employee's last known address. If the employee fails to respond to said letter within a five (5) working day period from the date of receipt of the signed, requested "Return Receipt" or notification from the Post Office that said notice is undeliverable, the employee shall be considered terminated.

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ARTICLE 14. HOLIDAYS

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

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- | | |
|------------------------|---|
| 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 Day |
| Fourth of July | <i>Juneteenth effective June 19, 2024</i> |

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

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

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

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

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

Section 5. The employer agrees to Holidays Hours Worked counting towards the computation of overtime. Timesheets must be filled out properly with overtime being recorded only after 40 hours of actual work+PTO+holiday pay. No stacking of hours will be allowed.

ARTICLE 15 PAID TIME OFF

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

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

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

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

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

Section 5. Upon separation of service, the employee will be paid for any unused PTO, up to the

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~~Section 1A. VACATIONS (This vacation section will expire on 10/09/2021, end of day, when PTO is implemented. Employees vacation banks will be transferred to their PTO bank on 10/10/2021.)¶~~

~~¶~~
~~All regular full-time employees shall be granted vacation as follows:¶~~
~~¶~~
~~Working Hours Employee¶~~
~~Completed Years . . . May Earn as Vacation¶~~
~~of Service Per Year ¶~~
~~¶~~
~~0 - 3 96 ¶~~
~~3 - 5 120 ¶~~
~~5 - 10 144 ¶~~
~~10 -15 168¶~~
~~15+ 192 ¶~~

~~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 employees 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 accumulated sick leave, they will be permitted to draw earned vacation pay.¶~~

~~¶~~
~~Upon termination of employment for any cause, regular employees shall be paid for any accumulated vacation credits, including prorated payments for periods of less than one (1) year. See also Article 16, Section 3, MSRS HCSP.¶~~

~~¶~~
~~Full-time and part-time probationary employees may use accumulated vacation days with prior supervisory approval.¶~~

~~Section 1B.~~

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~~Effective October 10, 2021 (reflected on the 11/5/2021 pay check), employees~~

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

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

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

Deleted: 'Employees

Deleted: Cook, Steve

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

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

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

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

Section 11. Extended Sick Leave Bank / Care Of Relatives

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- 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, stepchild, adult child, parent, stepparent, mother-in-law, father-in-law, or grandchild. To the extent that state statute (§181.9413) or regulations change, this policy shall be construed as consistent with those changes.

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- B. 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.
- C. 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.
- D. The County reserves the right to require written medical certification from an employee.
- E. 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.
- F. Any employees accepting a supervisory position shall have their sick leave benefits carried forward with them to the supervisory unit.

ARTICLE 16. SEVERANCE PAY

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

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

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

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

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SICK LEAVE:
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 ¶
 Full-time (probationary and non-probationary) employees 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 period. ¶
 ¶
 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; child, step child, adult child, spouse, sibling, parent, step parent, mother-in-law, father-in-law, grandparent, or grandchild. ¶
 ¶
 Sick leave may be used because of illness of the employee’s sibling’s or grandparent. For siblings and grandparents, use is limited to 160 hours all combined per calendar year. ¶
 ¶
 Employees must notify the employee’s supervisor or sick leave usage prior to employee’s starting time, unless an emergency prevents the employee from doing so. The Sheriff at his/her discretion may require a doctor’s certificate showing the nature of an injury or illness. ¶
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Section 2. Severance Pay ¶

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

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ARTICLE 17. PERSONAL LEAVE

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

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

ARTICLE 18. BEREAVEMENT LEAVE

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

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

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

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

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to schedule an employee to return for a partial shift on the last day.

ARTICLE 19. RETIREMENT

Section 1. Retirement benefits, specifically PFERA and PERA, will be provided to each employee covered by this Agreement as required by state statute.

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ARTICLE 20. INSURANCE AND BONDS

Section 1. GROUP HEALTH INSURANCE

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

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Regular full-time employees and their dependents shall be provided with group insurance through the Teamsters Joint Council 32 Health Fund, effective January 1, 2019. The Employer's contribution toward the total premium for group insurance shall be as follows: ¶
¶
Effective January 1, 2019, \$1,160.00 per month flat dollar contribution.¶
Effective January 1, 2020, \$1,180.00 per month flat dollar contribution.¶
Effective January 1, 2021, \$1,200.00 per month flat dollar contribution.¶
Effective January 1, 2022, \$1,225.00 per month flat dollar contribution.¶
¶
¶
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. ¶

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	\$716.28 per month for 2023. To be determined for 2024-2025.	\$0/month for 2023. \$0/month for 2024. \$0/month for 2025.
Single + 1	\$1,340.13 per month for 2023. To be determined for 2024-2025.	\$310.00/month for 2023. *** \$360.00/month for 2024. *** \$435.00/month for 2025. ***
Family	\$1,596.19 per month for 2023. To be determined for 2024-2025.	\$460.00/month for 2023. *** \$510.00/month for 2024. *** \$585.00/month for 2025. ***

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Coverage starts on the first of the month following date of hire.¶
¶
Part-time employees who work less than 30 hours per week on average are not eligible for health insurance benefits.¶
¶

***For 2023, 2024, and 2025, the employer and employee will split the premium increase 50:50, 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.

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.

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT
2023-2025

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

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

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

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

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

Section 2. LIABILITY INSURANCE

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

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

Section 3. LIFE INSURANCE

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

Deleted: (File note for Les Kundo: Line of Duty AD&D is an additional benefit that will be added to our current AD&D plan, subject to carrier restrictions. Line of Duty provides an additional benefit of 100% of the basic AD&D principal sum, up to \$50,000, for licensed peace officers that suffer a loss while he or she is performing his or her customary duties for the employer. Informational only.)

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

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

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

Section 5. BONDS AND PREMIUMS

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

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

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

ARTICLE 21. INDIVIDUAL AGREEMENT

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

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ARTICLE 22. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

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

Section 2. Union Representatives

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

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Aitkin County and the Aitkin County Sheriff recognize 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.
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Section 3. Processing of a Grievance

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

Section 4. Procedure

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

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

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

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

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute [626.892](#).

Section 5. Arbitrator's Authority

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- 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

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(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.

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Section 6. Waiver

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

Section 7. Choice of Remedy

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

Section 8. Postmark

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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.

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ARTICLE 23. DISCIPLINE

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

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

ARTICLE 24. DISCHARGE AND LOUDERMILL HEARING

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

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

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

ARTICLE 25. WAGES

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

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

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.

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

Deleted: 1/1/2021 One-time lump sum payment of \$319.30 to all employees who are covered by this Agreement on January 1, 2021.

Section 4. Within Range Movement Guarantee Effective January 1, 2026. While on the Open Range pay scale [implemented January 1, 2023], all employees not at the maximum pay shall receive a minimum of a 2% within range movement on January 1, not to exceed the maximum pay. This 2% within range movement guarantee does not apply if the State of Minnesota institutes a levy limitation during the term of this Agreement. If the State of Minnesota institutes

Deleted: 1/1/2022 Two percent (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.

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a levy limitation, this clause shall be reopened for negotiation. If the Open Range pay scale is eliminated, the 2% language shall not apply.

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

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

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Effective January 1, 2019
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Section 7. Effective following ratification, when a new Deputy Sheriff is hired, the Sheriff may assign a qualified* field training officer to conduct FTO training. The field training officer will receive a payment of \$80 per pay period, on a trial period for the duration of this Agreement. *Must complete a certified FTO training course.

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

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

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

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ARTICLE 26. SAVINGS AND SEPARABILITY CLAUSE

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

Section 2. In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the

Union or the County, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 27, 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 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 14th day of March, 2023.

LELS Business Agent _____ Chairperson, Aitkin County Board

Local Steward _____ County Administrator

Local Steward _____ Human Resources Director

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President, _____

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Business Agent

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Memorandum of Agreement (

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This Memorandum of Agreement is entered into between

Aitkin County (hereafter "County") and

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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 2021 collective bargaining

agreement, the

parties discussed pipeline activities.

NOW, THEREFORE, the parties agree as follows:

The employer is willing to create a Teamsters Workgroup that

can meet upon the union's request for dialogue related to

safety issues surrounding pipeline activities.

Related to vacation sellback in Article 15, if management

prohibits use of accrued vacation, the Employer will consid...

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Memorandum of Agreement (Permanent Part-time Employees)

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

Deleted: No. 346
Moved down [13]: (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, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

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

Deleted: the Teamsters General Local
Deleted: 2021-2022
Deleted: 2021-2022

NOW, THEREFORE, the parties agree as follows:

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

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

This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

Deleted: 2021-2022

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 14th day of March, 2023.

Deleted: 28th
Deleted: September, 2021

FOR LEELS: FOR COUNTY OF AITKIN:

Deleted: LOCAL NO. 346

LEELS Business Agent Chairperson, Aitkin County Board

Deleted: Secretary/Treasurer, Local No. 346 .
Deleted: of Commissioners

Local Steward County Administrator

Deleted: _____
President,
Deleted: No. 346

Local Steward Human Resources Director

Deleted: _____
Business Agent

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT
2023-2025

Deleted: DEPARTMENT

Deleted: 2021-2022

Memorandum of Agreement (EARLY RETIREMENT INCENTIVE)

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

Deleted: the Teamsters General Local Union No. 346

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,

Deleted: plans to incorporate

NOW, THEREFORE, the parties agree as follows:

Moved down [14]: ¶
NOW, THEREFORE, the parties agree as follows:¶

Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2023, 2024, and 2025 will have the opportunity to participate.

Deleted: 2021

Deleted: 2022

This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

Deleted: 3.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 14th day of March, 2023.

Deleted: 28th

Deleted: September, 2021

FOR LOCAL NO. 504:

FOR COUNTY OF AITKIN:

Deleted: 346

LELS Business Agent

Chairperson, Aitkin County Board

Deleted: Secretary/Treasurer, Local No. 346

Deleted: of Commissioners

Deleted:

President,

Local Steward

County Administrator

Deleted: No. 346

Deleted:

Business Agent

Local Steward

Human Resources Director

Moved (insertion) [8]

Deleted: DEPARTMENT

Deleted: 2021-2022

**APPENDIX A
WAGE SCHEDULES**

Deleted: SCHEDULE 1/1/2021

Deleted: ¶

LAST NAME	GRADE	1/1/2023 CONVERSION TO OPEN RANGE SCALE	3/1/2023 SPLIT LICENSED PEACE OFFICER RETENTION BONUS (2% WIRM), not to exceed the Max	1/1/2024* WAGE (5% WIRM, not to exceed the Max)	3/1/2024 SPLIT LICENSED PEACE OFFICER RETENTION BONUS (1% WIRM), not to exceed the Max	1/1/2025* WAGE (5% WIRM, not to exceed the Max)	3/1/2025 SPLIT LICENSED PEACE OFFICER RETENTION BONUS (1% WIRM), not to exceed the Max
COOK	S	9	\$ 41.64	\$ 41.64	\$ 43.30	\$ 43.30	\$ 45.03
COOK	A	9	\$ 38.94	\$ 39.72	\$ 41.71	\$ 42.12	\$ 44.23
PAYMENT	G	9	\$ 35.74	\$ 36.45	\$ 38.28	\$ 38.66	\$ 40.59
BRUGGMAN	P	9	\$ 30.20	\$ 30.80	\$ 32.34	\$ 32.67	\$ 34.30
WERSAL	J	8	\$ 36.53	\$ 37.26	\$ 39.12	\$ 39.51	\$ 41.49
ASMUS	D	8	\$ 34.50	\$ 35.19	\$ 36.95	\$ 37.32	\$ 39.18
CLINE	J	8	\$ 34.50	\$ 35.19	\$ 36.95	\$ 37.32	\$ 39.18
WINTER	T	8	\$ 33.53	\$ 34.20	\$ 35.91	\$ 36.27	\$ 38.09
BENNETT	K	8	\$ 31.69	\$ 32.32	\$ 33.93	\$ 34.27	\$ 35.99
PARENTEAU	N	8	\$ 30.79	\$ 31.41	\$ 32.98	\$ 33.31	\$ 34.97
YUNKER	N	8	\$ 29.93	\$ 30.53	\$ 32.06	\$ 32.38	\$ 34.00
FRIESNER	N	8	\$ 29.09	\$ 29.67	\$ 31.16	\$ 31.47	\$ 33.04
TIERNEY	T	8	\$ 28.32	\$ 28.89	\$ 30.33	\$ 30.63	\$ 32.17
JINDRA	D	8	\$ 28.32	\$ 28.89	\$ 30.33	\$ 30.63	\$ 32.17
JOHNSON	Z	8	\$ 28.32	\$ 28.89	\$ 30.33	\$ 30.63	\$ 32.17
WINKLE	D	8	\$ 28.32	\$ 28.89	\$ 30.33	\$ 30.63	\$ 32.17
MADSEN	J	6	\$ 25.30	\$ 25.81	\$ 27.10	\$ 27.37	\$ 28.74

MODIFIED UNIFORM WAGE SCALE, JANUARY 1, 2021

Grade	Minimum/A	B	C	D	E	F	G
20	\$ 43.97	\$ 45.27	\$ 46.61	\$ 47.99	\$ 49.41	\$ 50.87	\$ 52.36
19	\$ 42.35	\$ 43.60	\$ 44.89	\$ 46.21	\$ 47.58	\$ 48.99	\$ 50.44
18	\$ 40.73	\$ 41.93	\$ 43.16	\$ 44.44	\$ 45.75	\$ 47.10	\$ 48.48
17	\$ 39.10	\$ 40.26	\$ 41.44	\$ 42.67	\$ 43.92	\$ 45.22	\$ 46.54
16	\$ 37.48	\$ 38.58	\$ 39.72	\$ 40.89	\$ 42.10	\$ 43.34	\$ 44.61
15	\$ 35.86	\$ 36.91	\$ 38.00	\$ 39.12	\$ 40.27	\$ 41.46	\$ 42.70
14	\$ 34.23	\$ 35.24	\$ 36.28	\$ 37.34	\$ 38.44	\$ 39.58	\$ 40.76
13	\$ 32.61	\$ 33.57	\$ 34.55	\$ 35.57	\$ 36.62	\$ 37.69	\$ 38.78
12	\$ 30.99	\$ 31.90	\$ 32.83	\$ 33.80	\$ 34.79	\$ 35.81	\$ 36.85
11	\$ 29.36	\$ 30.22	\$ 31.11	\$ 32.02	\$ 32.96	\$ 33.93	\$ 34.94
10	\$ 27.74	\$ 28.55	\$ 29.39	\$ 30.25	\$ 31.14	\$ 32.05	\$ 32.99
9	\$ 26.12	\$ 26.88	\$ 27.66	\$ 28.47	\$ 29.31	\$ 30.17	\$ 31.06
8	\$ 24.49	\$ 25.21	\$ 25.94	\$ 26.70	\$ 27.48	\$ 28.28	\$ 29.11
7	\$ 22.87	\$ 23.53	\$ 24.22	\$ 24.93	\$ 25.65	\$ 26.40	\$ 27.17
6	\$ 21.25	\$ 21.86	\$ 22.50	\$ 23.15	\$ 23.83	\$ 24.52	\$ 25.24
5	\$ 19.62	\$ 20.19	\$ 20.78	\$ 21.38	\$ 22.00	\$ 22.64	\$ 23.30
4	\$ 18.00	\$ 18.52	\$ 19.05	\$ 19.60	\$ 20.17	\$ 20.76	\$ 21.37
3	\$ 16.38	\$ 16.85	\$ 17.33	\$ 17.83	\$ 18.35	\$ 18.88	\$ 19.43
2	\$ 14.75	\$ 15.17	\$ 15.61	\$ 16.06	\$ 16.52	\$ 16.99	\$ 17.48
1	\$ 13.13	\$ 13.50	\$ 13.89	\$ 14.28	\$ 14.69	\$ 15.11	\$ 15.54

Appendix B¶

WAGE SCHEDULE 1/1/2022¶

WAGE SCALE, JANUARY 1, 2022

Grade	Minimum/A	B	C	D	E	F
20	\$ 44.85	\$ 46.18	\$ 47.54	\$ 48.95	\$ 50.39	\$ 51.89
19	\$ 43.20	\$ 44.47	\$ 45.78	\$ 47.14	\$ 48.53	\$ 49.97
18	\$ 41.54	\$ 42.77	\$ 44.03	\$ 45.33	\$ 46.67	\$ 48.05
17	\$ 39.88	\$ 41.06	\$ 42.27	\$ 43.52	\$ 44.80	\$ 46.13
16	\$ 38.23	\$ 39.36	\$ 40.51	\$ 41.71	\$ 42.94	\$ 44.21
15	\$ 36.57	\$ 37.65	\$ 38.76	\$ 39.90	\$ 41.08	\$ 42.29
14	\$ 34.92	\$ 35.94	\$ 37.00	\$ 38.09	\$ 39.21	\$ 40.37
13	\$ 33.26	\$ 34.24	\$ 35.24	\$ 36.28	\$ 37.35	\$ 38.45
12	\$ 31.61	\$ 32.53	\$ 33.49	\$ 34.47	\$ 35.49	\$ 36.53
11	\$ 29.95	\$ 30.83	\$ 31.73	\$ 32.66	\$ 33.62	\$ 34.61
10	\$ 28.29	\$ 29.12	\$ 29.97	\$ 30.85	\$ 31.76	\$ 32.69
9	\$ 26.64	\$ 27.42	\$ 28.22	\$ 29.04	\$ 29.89	\$ 30.77
8	\$ 24.98	\$ 25.71	\$ 26.46	\$ 27.23	\$ 28.03	\$ 28.85
7	\$ 23.33	\$ 24.01	\$ 24.70	\$ 25.42	\$ 26.17	\$ 26.93
6	\$ 21.67	\$ 22.30	\$ 22.95	\$ 23.62	\$ 24.30	\$ 25.01
5	\$ 20.01	\$ 20.59	\$ 21.19	\$ 21.81	\$ 22.44	\$ 23.09
4	\$ 18.36	\$ 18.89	\$ 19.43	\$ 20.00	\$ 20.58	\$ 21.17
3	\$ 16.70	\$ 17.18	\$ 17.68	\$ 18.19	\$ 18.71	\$ 19.25
2	\$ 15.05	\$ 15.48	\$ 15.92	\$ 16.38	\$ 16.85	\$ 17.33
1	\$ 13.39	\$ 13.77	\$ 14.16	\$ 14.57	\$ 14.98	\$ 15.41

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT
2023-2025

Deleted: DEPARTMENT

Deleted: 2021-2022

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

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT
2023-2025

Deleted: DEPARTMENT

Deleted: 2021-2022

OPEN RANGE SCALE FOR JANUARY 1, 2024				
Grade	MIN	MAX	MIN	MAX
	FLSA Non-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

Deleted: DEPARTMENT

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

Minnesota Department of Human Services
Office of Internal Controls and Accountability
P.O. Box 64964
St. Paul, MN 55164-0964

RECEIVED

MAR 03 2023

Date: February 28, 2023
To: Chairperson, Board of County Commissioners
Subject: Federally Mandated Single Audit Resolution Procedures

Dear Chairperson:

The Federal Single Audit Act of 1984 and the Amendments of 1996 require counties to have an annual financial and compliance audit that includes all federal funds expended during the year if total county expenditures of federal funds exceed \$750,000. The Minnesota Department of Management and Budget (MMB) has designated the Minnesota Department of Human Services (DHS) as the state cognizant agency for all counties. This means DHS must review all county audit reports to verify that audit findings related to federal funds are resolved within six months. To be specific, DHS is assigned to monitor "cross-cutting" and human service findings. A cross-cutting audit finding is one that impacts more than one federal program.

DHS has assigned the Office of Internal Controls and Accountability (OICA) to work with County Boards to resolve all applicable single audit findings. Annually, the DHS OICA reviews each county's audit report for federal audit findings. If a county audit report includes cross-cutting or human services findings, the DHS OICA could request a written corrective action plan to address the findings. If no formal corrective action plan is needed, the DHS OICA will communicate that to the County.

Federal reporting requirements state that audit reports must be submitted to the Federal Audit Clearinghouse within 9 months after the end of the County fiscal year or prior to October 1 of the year following the audited fiscal year. If your county audit report is not available from the Federal Audit Clearinghouse, you will need to send a copy to the DHS OICA. Annual audit reports may be submitted by U.S. Mail to the address below, or electronically to the email address listed below:

Margaret Brotherton, Single Audit Coordinator
DHS Office of Internal Controls and Accountability
PO Box 64964
St. Paul, MN 55164-0964

If you have any questions concerning these procedures please contact Margaret Brotherton, Single Audit Coordinator, DHS OICA at margaret.brotherton@state.mn.us or at (651) 431-3622.

Sincerely,



Gary L. Johnson, Director