



# Board of County Commissioners Agenda Request

**9A**  
Agenda Item #

**Requested Meeting Date:** November 26, 2024

**Title of Item:** 2025-2027 AFSCME HHS Unit Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
<b>Submitted by:</b> Bobbie Danielson <i>Bobbie Danielson</i>		<b>Department:</b> Human Resources
<b>Presenter (Name and Title):</b> Bobbie Danielson, Human Resources Director		<b>Estimated Time Needed:</b> 5 min.
<b>Summary of Issue:</b> The redlined agreement attached shows changes that were made.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Motion to ratify the 2025-2027 AFSCME HHS unit Agreement as presented and to authorize the Chair and staff to sign.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <span style="margin-left: 50px;"><i>Please Explain:</i></span> These increases are included in the 2025 budget.		

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

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**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, 202~~5~~ - DECEMBER 31, 202~~7~~

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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".

**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.
- 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 \$100.00 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.

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**ARTICLE 6**

**PERSONAL LEAVE**

Full-time (probationary and non-probationary) employees shall be granted twelve (12) hours of personal leave each quarter, and may accumulate up to 80 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

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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):

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	<u>Juneteenth (June 19<sup>th</sup>)</u>	
Christmas Eve when it falls on a Monday through Thursday, four (4) hours		

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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:

<b>Annual Completed Years of Service</b>	<b>Rate of Accumulation PTO Days per Month</b>	<b>Annual Days of PTO</b>
0	2.0* *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.	24
3	2.25	27
5	2.50	30
10	2.75	33
15+	3.00	36

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. This 120 hour benefit may be split into two separate requests, as an example 40 hours in January and 80 hours in July.

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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, life partner, child, step child, adult child, parent, step parent, sibling, grandparent, 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.

Statute 181.9413 was repealed effective January 1, 2024.

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~~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.~~

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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)~~ **three (3) days (24 hours)** provided above shall be charged against the employee's ~~extended sick leave bank, PTO, or personal leave bank at the employee's discretion.~~

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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 ~~one (1) year~~ and upon successful completion of such probationary period, their seniority will revert to the first day of employment. During such ~~one (1) year~~ 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.~~

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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 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.

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.

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.

### 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.

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.

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 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.

**Deleted:** 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.\*

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Section C.

Effective January 1, 2025, employees whose wage is below the maximum of the appropriate pay range will receive a within-range movement of 4% (reflecting the same adjustment as the Minimum post), with an additional 1% within-range movement applied, resulting in a total within-range movement of 5%, not to exceed the maximum of the pay range. Employees whose wage is below the minimum of the appropriate pay range following this 5% adjustment will be brought up to the Open Range Scale Minimum as outlined in Appendix C.

Effective January 12, 2025, employees will receive a market adjustment as shown in Appendix C. (Troy, if you are asked, the paycheck date for 1/12/2025 market adjustments would be 2/7/2025. We understand the union prefers the Alternate Market Adjustment Proposal that was emailed on 9/5/2024 at 8:50 a.m., taking into account each employee's Months of Service in their current role, meaning employees with more tenure in their current role will have a higher Adjusted Wage 1/12/2025 compared to those with less tenure in their role. Copy attached in Appendix C.)

Effective January 1, 2026, employees whose wage is below the maximum of the appropriate pay range will receive a within-range movement of 4% (reflecting the same adjustment as the Minimum post), with an additional 2% within-range movement applied, resulting in a total within-range movement of 6%, not to exceed the maximum of the pay range.

Effective January 1, 2027, employees whose wage is below the maximum of the appropriate pay range will receive a within-range movement of 4% (reflecting the same adjustment as the Minimum post), with an additional 3% within-range movement applied, resulting in a total within-range movement of 7%, not to exceed the maximum of the pay range.

Within Range Movement Guarantee Effective January 1, 2028. While on the Open Range pay scale, 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 a levy limitation, this clause shall be reopened for negotiation. If the Open Range pay scale is eliminated, the 2% language shall not apply.

The Employer does not consider the Open Range 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.

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.

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

**Deleted:** 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.

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**Deleted:** (Troy, please refer to the email dated September 5, 2024, at 8:50 a.m., which outlines the wage movements, copy attached.)

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**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:

Deleted: HSA Compatible Plan

<u>HSA Compatible Plan (2025)</u>	<u>Employer's Share of the Premium per month</u>	<u>Employee's Share of the Premium per month</u>
<u>Single</u>	<u>To be determined for 2025.</u>	<u>\$0/month for 2025.</u>
<u>Single + 1</u>	<u>To be determined for 2025.</u>	<u>\$435.00/month for 2025.***</u>
<u>Family</u>	<u>To be determined for 2025.</u>	<u>\$585.00/month for 2025.***</u>

\*\*\*For 2025, 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.

<u>HSA Compatible Plan (2025-2027)</u>	<u>Employer's Share of the Total Premium per month</u>	<u>Employee's Share of the Total Premium per month</u>
<u>Single</u>	<u>100%</u>	<u>0%</u>
<u>Single + 1</u>	<u>80%</u>	<u>20%</u>
<u>Family</u>	<u>80%</u>	<u>20%</u>

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.

Effective January 1, 2025, 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:

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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

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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.

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.

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Section E. Effective January 1, 2025, the Employer will contribute 50% of the group Single dental insurance premium for eligible permanent and probationary employees working thirty (30) or more hours per week. This contribution amount, based on 50% of the Single premium value, will be applied as a flat-dollar contribution toward the Family dental premium for employees electing Family coverage, with any remaining premium costs paid by the employee through payroll deductions. This contribution will not equal 50% of the Family premium but will reflect the flat-dollar contribution amount equivalent to half of the Single premium.

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**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.

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.

Section J.

Minnesota Paid Leave. Beginning January 1, 2026, the employer and the employee shall equally split the cost of Minnesota family and medical leave premiums (Statute §268B.14). The employee portion shall be paid through payroll deduction.

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The Employer will allow employees to use supplemental benefits, including Extended Sick Leave, Personal Leave, and then PTO concurrently with Paid Family and Medical Leave (PFML) benefits, provided that the employee elects this option at the start of their leave. This supplemental benefit will continue until the leave ends

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or all supplemental benefits are exhausted, whichever occurs first, ensuring that the combined total does not exceed the employee's regular base salary.

**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, 2025, until December 31, 2027, 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.

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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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**JOB CLASSIFICATIONS**  
as of January 1, 2025

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<u>Job Title</u>	<u>Grade</u>
OFFICE SUPPORT SPECIALIST	<u>3</u>
ACCOUNT TECHNICIAN-FAMILY SER.	4
CASE AIDE	4
CHILD SUPPORT ENFORCEMENT AIDE	4
FAMILY BASE SERVICE PROVIDER	4
<u>CHILD SUPPORT SPECIALIST</u>	<u>5</u>
ELIGIBILITY WORKER (AKA FINANCIAL WORKER)	5
CHILD SUPPORT OFFICER 1	6
SOCIAL WORKER	9

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**APPENDIX B**

OPEN RANGE SCALE FOR JANUARY 1, 2025					OPEN RANGE SCALE FOR JANUARY 1, 2026				
Grade	MIN	MAX	MIN	MAX	Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt			FLSA Non-Exempt		FLSA Exempt	
21	\$ 57.09	\$ 78.90	\$ 118,751.41	\$ 164,115.46	21	\$ 59.38	\$ 82.06	\$ 123,501.46	\$ 170,680.07
20	\$ 55.06	\$ 76.08	\$ 114,521.92	\$ 158,243.67	20	\$ 57.26	\$ 79.12	\$ 119,102.79	\$ 164,573.41
19	\$ 53.02	\$ 73.26	\$ 110,288.47	\$ 152,373.13	19	\$ 55.14	\$ 76.19	\$ 114,700.01	\$ 158,468.05
18	\$ 50.99	\$ 70.43	\$ 106,055.02	\$ 146,502.59	18	\$ 53.03	\$ 73.25	\$ 110,297.22	\$ 152,362.69
17	\$ 48.95	\$ 67.61	\$ 101,821.57	\$ 140,632.05	17	\$ 50.91	\$ 70.32	\$ 105,894.43	\$ 146,257.33
16	\$ 46.92	\$ 64.79	\$ 97,588.12	\$ 134,761.51	16	\$ 48.79	\$ 67.38	\$ 101,491.64	\$ 140,151.97
15	\$ 44.88	\$ 61.97	\$ 93,354.67	\$ 128,890.97	15	\$ 46.68	\$ 64.45	\$ 97,088.86	\$ 134,046.60
14	\$ 42.85	\$ 59.14	\$ 89,121.22	\$ 123,020.43	14	\$ 44.56	\$ 61.51	\$ 92,686.07	\$ 127,941.24
13	\$ 40.81	\$ 56.32	\$ 84,887.77	\$ 117,149.89	13	\$ 42.44	\$ 58.57	\$ 88,283.28	\$ 121,835.88
12	\$ 38.78	\$ 53.50	\$ 80,654.32	\$ 111,279.35	12	\$ 40.33	\$ 55.64	\$ 83,880.49	\$ 115,730.52
11	\$ 36.74	\$ 50.68	\$ 76,420.87	\$ 105,408.81	11	\$ 38.21	\$ 52.70	\$ 79,477.70	\$ 109,625.16
10	\$ 34.71	\$ 47.85	\$ 72,187.42	\$ 99,538.27	10	\$ 36.09	\$ 49.77	\$ 75,074.92	\$ 103,519.80
9	\$ 32.67	\$ 45.03	\$ 67,945.39	\$ 93,667.73	9	\$ 33.97	\$ 46.83	\$ 70,663.20	\$ 97,414.44
8	\$ 30.63	\$ 42.21	\$ 63,710.50	\$ 87,797.19	8	\$ 31.86	\$ 43.90	\$ 66,258.92	\$ 91,309.07
7	\$ 28.59	\$ 39.39	\$ 59,475.61	\$ 81,926.65	7	\$ 29.74	\$ 40.96	\$ 61,854.63	\$ 85,203.71
6	\$ 26.57	\$ 36.57	\$ 55,264.12	\$ 76,056.11	6	\$ 27.63	\$ 38.03	\$ 57,474.68	\$ 79,098.35
5	\$ 24.53	\$ 33.74	\$ 51,029.23	\$ 70,185.57	5	\$ 25.51	\$ 35.09	\$ 53,070.40	\$ 72,992.99
4	\$ 22.50	\$ 30.92	\$ 46,794.34	\$ 64,315.03	4	\$ 23.40	\$ 32.16	\$ 48,666.12	\$ 66,887.63
3	\$ 20.46	\$ 28.10	\$ 42,559.45	\$ 58,444.49	3	\$ 21.28	\$ 29.22	\$ 44,261.83	\$ 60,782.27
2	\$ 18.43	\$ 25.28	\$ 38,324.57	\$ 52,573.95	2	\$ 19.16	\$ 26.29	\$ 39,857.55	\$ 54,676.90
1	\$ 16.39	\$ 22.45	\$ 34,089.68	\$ 46,703.41	1	\$ 17.04	\$ 23.35	\$ 35,453.27	\$ 48,571.54
Min/Max post adjusted 4% 1/1/2025					Min/Max post adjusted 4% 1/1/2026				

**WAGE SCALE, JANUARY 1, 2022**

Grade	Minimum/A	B	C	D
20	\$ 44.85	\$ 46.18	\$ 47.54	\$ 48.95
19	\$ 43.20	\$ 44.47	\$ 45.78	\$ 47.14
18	\$ 41.54	\$ 42.77	\$ 44.03	\$ 45.33
17	\$ 39.88	\$ 41.06	\$ 42.27	\$ 43.52
16	\$ 38.23	\$ 39.36	\$ 40.51	\$ 41.71
15	\$ 36.57	\$ 37.65	\$ 38.76	\$ 39.90
14	\$ 34.92	\$ 35.94	\$ 37.00	\$ 38.09
13	\$ 33.26	\$ 34.24	\$ 35.24	\$ 36.28
12	\$ 31.61	\$ 32.53	\$ 33.49	\$ 34.47
11	\$ 29.95	\$ 30.83	\$ 31.73	\$ 32.66
10	\$ 28.29	\$ 29.12	\$ 29.97	\$ 30.85
9	\$ 26.64	\$ 27.42	\$ 28.22	\$ 29.04
8	\$ 24.98	\$ 25.71	\$ 26.46	\$ 27.23
7	\$ 23.33	\$ 24.01	\$ 24.70	\$ 25.42
6	\$ 21.67	\$ 22.30	\$ 22.95	\$ 23.62
5	\$ 20.01	\$ 20.59	\$ 21.19	\$ 21.81
4	\$ 18.36	\$ 18.89	\$ 19.43	\$ 20.00
3	\$ 16.70	\$ 17.18	\$ 17.68	\$ 18.19
2	\$ 15.05	\$ 15.48	\$ 15.92	\$ 16.38
1	\$ 13.39	\$ 13.77	\$ 14.16	\$ 14.57

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**WAGE SCALE, JANUARY 1, 2023**

Grade	Minimum/A	B	C	D
20	\$ 45.75	\$ 47.10	\$ 48.49	\$ 49.93
19	\$ 44.06	\$ 45.36	\$ 46.70	\$ 48.08
18	\$ 42.37	\$ 43.62	\$ 44.91	\$ 46.23
17	\$ 40.68	\$ 41.88	\$ 43.12	\$ 44.39
16	\$ 38.99	\$ 40.14	\$ 41.33	\$ 42.54
15	\$ 37.30	\$ 38.40	\$ 39.53	\$ 40.70
14	\$ 35.62	\$ 36.66	\$ 37.74	\$ 38.85
13	\$ 33.93	\$ 34.92	\$ 35.95	\$ 37.01
12	\$ 32.24	\$ 33.18	\$ 34.16	\$ 35.16
11	\$ 30.55	\$ 31.44	\$ 32.37	\$ 33.32
10	\$ 28.86	\$ 29.70	\$ 30.57	\$ 31.47
9	\$ 27.17	\$ 27.96	\$ 28.78	\$ 29.62
8	\$ 25.48	\$ 26.23	\$ 26.99	\$ 27.78
7	\$ 23.79	\$ 24.49	\$ 25.20	\$ 25.93
6	\$ 22.10	\$ 22.75	\$ 23.41	\$ 24.09
5	\$ 20.42	\$ 21.01	\$ 21.62	\$ 22.24
4	\$ 18.73	\$ 19.27	\$ 19.82	\$ 20.40
3	\$ 17.04	\$ 17.53	\$ 18.03	\$ 18.55
2	\$ 15.35	\$ 15.79	\$ 16.24	\$ 16.71
1	\$ 13.66	\$ 14.05	\$ 14.45	\$ 14.86

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**Appendix B, continued**

**OPEN RANGE SCALE FOR JANUARY 1, 2027**

Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt	
21	\$ 61.75	\$ 85.34	\$128,441.52	\$177,507.28
20	\$ 59.55	\$ 82.29	\$123,866.91	\$171,156.35
19	\$ 57.35	\$ 79.23	\$119,288.01	\$164,806.77
18	\$ 55.15	\$ 76.18	\$114,709.11	\$158,457.20
17	\$ 52.95	\$ 73.13	\$110,130.21	\$152,107.62
16	\$ 50.75	\$ 70.08	\$105,551.31	\$145,758.04
15	\$ 48.54	\$ 67.02	\$100,972.41	\$139,408.47
14	\$ 46.34	\$ 63.97	\$ 96,393.51	\$133,058.89
13	\$ 44.14	\$ 60.92	\$ 91,814.61	\$126,709.32
12	\$ 41.94	\$ 57.87	\$ 87,235.71	\$120,359.74
11	\$ 39.74	\$ 54.81	\$ 82,656.81	\$114,010.16
10	\$ 37.54	\$ 51.76	\$ 78,077.91	\$107,660.59
9	\$ 35.33	\$ 48.71	\$ 73,489.73	\$101,311.01
8	\$ 33.13	\$ 45.65	\$ 68,909.27	\$ 94,961.44
7	\$ 30.93	\$ 42.60	\$ 64,328.82	\$ 88,611.86
6	\$ 28.74	\$ 39.55	\$ 59,773.67	\$ 82,262.28
5	\$ 26.54	\$ 36.50	\$ 55,193.22	\$ 75,912.71
4	\$ 24.33	\$ 33.44	\$ 50,612.76	\$ 69,563.13
3	\$ 22.13	\$ 30.39	\$ 46,032.31	\$ 63,213.56
2	\$ 19.93	\$ 27.34	\$ 41,451.85	\$ 56,863.98
1	\$ 17.73	\$ 24.29	\$ 36,871.40	\$ 50,514.40

Min/Max post adjusted 4% 1/1/2027

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WAGE SCALE, JANUARY 1, 2024						2% Gr
Grade	Minimum/A	B	C	D	E	F
20	\$ 46.66	\$ 48.04	\$ 49.46	\$ 50.92	\$ 52.43	\$ 53.98
19	\$ 44.94	\$ 46.27	\$ 47.63	\$ 49.04	\$ 50.49	\$ 51.98
18	\$ 43.22	\$ 44.49	\$ 45.81	\$ 47.16	\$ 48.55	\$ 49.98
17	\$ 41.50	\$ 42.72	\$ 43.98	\$ 45.28	\$ 46.61	\$ 47.98
16	\$ 39.77	\$ 40.95	\$ 42.15	\$ 43.39	\$ 44.67	\$ 45.98
15	\$ 38.05	\$ 39.17	\$ 40.32	\$ 41.51	\$ 42.74	\$ 43.98
14	\$ 36.33	\$ 37.40	\$ 38.50	\$ 39.63	\$ 40.80	\$ 41.98
13	\$ 34.61	\$ 35.62	\$ 36.67	\$ 37.75	\$ 38.86	\$ 39.98
12	\$ 32.88	\$ 33.85	\$ 34.84	\$ 35.86	\$ 36.92	\$ 37.98
11	\$ 31.16	\$ 32.07	\$ 33.01	\$ 33.98	\$ 34.98	\$ 35.98
10	\$ 29.44	\$ 30.30	\$ 31.19	\$ 32.10	\$ 33.04	\$ 33.98
9	\$ 27.71	\$ 28.52	\$ 29.36	\$ 30.22	\$ 31.10	\$ 31.98
8	\$ 25.99	\$ 26.75	\$ 27.53	\$ 28.33	\$ 29.16	\$ 29.98
7	\$ 24.27	\$ 24.98	\$ 25.70	\$ 26.45	\$ 27.22	\$ 27.98
6	\$ 22.55	\$ 23.20	\$ 23.88	\$ 24.57	\$ 25.28	\$ 25.98
5	\$ 20.82	\$ 21.43	\$ 22.05	\$ 22.69	\$ 23.35	\$ 23.98
4	\$ 19.10	\$ 19.65	\$ 20.22	\$ 20.80	\$ 21.41	\$ 21.98
3	\$ 17.38	\$ 17.88	\$ 18.39	\$ 18.92	\$ 19.47	\$ 19.98
2	\$ 15.66	\$ 16.10	\$ 16.56	\$ 17.04	\$ 17.53	\$ 17.98
1	\$ 13.93	\$ 14.33	\$ 14.74	\$ 15.16	\$ 15.59	\$ 15.98



**Appendix C**

GRADE	LAST NAME	FIRST NAME	2024	1/1/2025 (5%)	1/1/2025 Increase from Step Scale to Open Range MIN	1/12/2025 Market Adj (aimed to have adjusted wage in order by months of service in current role)	Adjusted Wage 1/12/2025	1/1/2026 (6%)	1/1/2027 (7%)	Months of Service in current role
9	IRVINE	REINA	\$ 41,230	\$ 43,29	\$	0.25	\$ 43.54	\$ 46.15	\$ 48.71	322
9	BUTTERFIE	BRENDA	\$ 40,030	\$ 42,03	\$	1.40	\$ 43.43	\$ 46.04	\$ 48.71	244
9	MOEN	JONATHAN	\$ 41,230	\$ 43,29	\$	-	\$ 43.29	\$ 45.89	\$ 48.71	195
9	NISSEN	STACY	\$ 33,920	\$ 35,62	\$	3.38	\$ 39.00	\$ 41.34	\$ 44.23	126
9	MOEN	JENNIFER	\$ 37,000	\$ 38,85	\$	-	\$ 38.85	\$ 41.18	\$ 44.06	107
9	ANDERSON	NICHOLAS	\$ 32,950	\$ 34,60	\$	1.45	\$ 36.05	\$ 38.21	\$ 40.89	96
9	HINSZ	KIMBERLY	\$ 32,950	\$ 34,60	\$	1.30	\$ 35.90	\$ 38.05	\$ 40.71	89
9	FLIER	AMANDA	\$ 33,920	\$ 35,62	\$	-	\$ 35.62	\$ 37.75	\$ 40.40	80
9	HENKE	JENNIFER	\$ 32,010	\$ 33,61	\$	1.19	\$ 34.80	\$ 36.89	\$ 39.47	77
9	JOHNSON	SARAH	\$ 31,100	\$ 32,66	\$ 32.67	2.08	\$ 34.75	\$ 36.84	\$ 39.41	67
9	ADELMAN	JULIE	\$ 30,220	\$ 31,74	\$ 32.67	2.03	\$ 34.70	\$ 36.78	\$ 39.36	43
9	BENSON	V KELSEY	\$ 30,220	\$ 31,74	\$ 32.67	1.98	\$ 34.65	\$ 36.73	\$ 39.30	37
9	JOHNSON	JAMES	\$ 32,950	\$ 34,60	\$	-	\$ 34.60	\$ 36.67	\$ 39.24	18
9	BOSER	ALISSA	\$ 29,360	\$ 30,84	\$ 32.67	1.33	\$ 34.00	\$ 36.04	\$ 38.56	15
9	SCHUMM	MORGAN	\$ 28,520	\$ 29,95	\$ 32.67	0.83	\$ 33.50	\$ 35.51	\$ 38.00	10
9	RHODES	CHELSEA	\$ 27,710	\$ 29,10	\$ 32.67	0.53	\$ 33.20	\$ 35.19	\$ 37.66	6
9	SARKELA	ERIK	\$ 27,710	\$ 29,10	\$ 32.67	0.13	\$ 32.80	\$ 34.77	\$ 37.20	2
9	SUTCH	JENNIFER	\$ 27,710	\$ 29,10	\$ 32.67	0.13	\$ 32.80	\$ 34.77	\$ 37.20	2
9	ROACH	MACEY	\$ 27,710	\$ 29,10	\$ 32.67	-	\$ 32.67	\$ 34.63	\$ 37.05	0
6	JEZERSKI	DEANNA	\$ 27,550	\$ 28,94	\$	1.35	\$ 30.29	\$ 32.11	\$ 34.35	121
6	PALMER	KRISTIN	\$ 25,280	\$ 26,54	\$ 26.57	0.94	\$ 27.51	\$ 29.16	\$ 31.20	54
5	HATFIELD	JANET	\$ 30,890	\$ 32,43	\$	0.40	\$ 32.83	\$ 34.80	\$ 36.50	405
5	LAMKE	DEANN	\$ 30,890	\$ 32,43	\$	0.32	\$ 32.75	\$ 34.72	\$ 36.50	316
5	ARNOLD	JANE	\$ 29,990	\$ 31,49	\$	0.70	\$ 32.19	\$ 34.12	\$ 36.50	271
5	LAIRD	NICOLE	\$ 25,440	\$ 26,71	\$	1.56	\$ 28.27	\$ 29.97	\$ 32.07	141
5	JOHANSON	DARLENE	\$ 24,720	\$ 25,96	\$	1.18	\$ 27.14	\$ 28.76	\$ 30.78	102
5	HAMDORF	CHRISTINA	\$ 24,720	\$ 25,96	\$	1.10	\$ 27.06	\$ 28.68	\$ 30.69	97
5	JUSTEN	DANA	\$ 23,350	\$ 24,52	\$ 24.53	1.47	\$ 26.00	\$ 27.56	\$ 29.49	56
5	KNAPP	MACKENZI	\$ 22,050	\$ 23,15	\$ 24.53	1.03	\$ 25.56	\$ 27.09	\$ 28.99	38
5	THIELEN	JANINE	\$ 22,690	\$ 23,82	\$ 24.53	0.70	\$ 25.23	\$ 26.74	\$ 28.62	30
5	DUBOIS	KIMBERLY	\$ 22,690	\$ 23,82	\$ 24.53	0.65	\$ 25.18	\$ 26.69	\$ 28.56	21
5	ROETTELE	BETH	\$ 22,050	\$ 23,15	\$ 24.53	0.60	\$ 25.13	\$ 26.64	\$ 28.50	14
5	PARKER	SYLVIA	\$ 21,430	\$ 22,50	\$ 24.53	0.50	\$ 25.03	\$ 26.53	\$ 28.39	9
4	MATH	SARA	\$ 28,310	\$ 29,73	\$	0.37	\$ 30.10	\$ 31.90	\$ 33.44	236
4	CHENEVER	LORI	\$ 28,310	\$ 29,73	\$	0.35	\$ 30.08	\$ 31.88	\$ 33.44	232
4	PEYSAR	LOIS	\$ 27,490	\$ 28,86	\$	0.60	\$ 29.46	\$ 31.23	\$ 33.44	224
4	BROWN	SHELLY	\$ 22,670	\$ 23,80	\$	1.00	\$ 24.80	\$ 26.29	\$ 28.13	84
4	SPRINGER	CHRISTINE	\$ 23,320	\$ 24,49	\$	0.25	\$ 24.74	\$ 26.22	\$ 28.06	76
4	MAHOWAL	KELSEY	\$ 20,800	\$ 21,84	\$ 22.50	0.90	\$ 23.40	\$ 24.80	\$ 26.54	25
4	MAHONEY	ERIN	\$ 21,410	\$ 22,48	\$ 22.50	0.75	\$ 23.25	\$ 24.65	\$ 26.37	17
4	MANLEY	ERIN	\$ 19,650	\$ 20,64	\$ 22.50	0.70	\$ 23.20	\$ 24.59	\$ 26.31	11
4	NELSON	TERI	\$ 19,100	\$ 20,06	\$ 22.50	0.65	\$ 23.15	\$ 24.54	\$ 26.26	7
4	BAYERLE	ANNA	\$ 19,100	\$ 20,06	\$ 22.50	0.50	\$ 23.00	\$ 24.38	\$ 26.09	4
3	STEELE	REBECCA	\$ 21,210	\$ 22,27	\$	0.40	\$ 22.67	\$ 24.03	\$ 25.71	33
3	PRICE	TAMARA	\$ 21,210	\$ 22,27	\$	-	\$ 22.27	\$ 23.61	\$ 25.26	13
3	INIGUEZ	DESIREE	\$ 18,920	\$ 19,87	\$ 20.46	1.00	\$ 21.46	\$ 22.75	\$ 24.34	5

↑  
A Hernate Proposal

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

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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 ~~2025-2027~~ collective bargaining agreement, the parties discussed early retirement incentives; and

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

**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 ~~2025, 2026, and 2027~~ 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.

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**IN WITNESS WHEREOF**, the parties have caused this MOA to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 202~~4~~.

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BOARD OF COMMISSIONERS  
COUNTY OF AITKIN, MINNESOTA  
COUNTY OF AITKIN

LOCAL UNION NO. 1283  
AFSCME, AFL-CIO

\_\_\_\_\_  
Mark Wedel, Board Chair

\_\_\_\_\_  
Troy Bauch, AFSCME Staff Representative

**Deleted: 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.¶

¶  
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.¶

¶  
The parties agree this adjustment does not set precedence for any future matters.¶

¶  
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 22nd day of November, 2022.¶

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

¶  
\_\_\_\_\_  
Mark Wedel, Board Chair . . . Troy Bauch, AFSCME Staff Representative¶

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