

# **Board of County Commissioners Agenda Request**

12B
Agenda Item#

Requested Meeting Date: November 25, 2025

Title of Item: Ratify 2026-2028 Teamsters Local #346 Non-Licensed Esse	ential Unit Agreeme
Action Requested:  Approve/Deny Motion  CONSENT AGENDA  Adopt Resolution (attach draft)  Hold Public Hearing *provide copy of hearing notice that we	tem Only
Submitted by: Bobbie Danielson, HR Director  Bobbie Danielson, HR Director	١.
Presenter (Name and Title)  Bobbie Danielson, HR Director  Estimated Title)  2-3 minutes	ime Needed:
Summary of Issue:	
The employer and Teamsters union met on October 23, 2025 and reached a tentative agreement for th contract. The union voted to ratify the Agreement. We are requesting Board ratification of the Agreement A redlined copy of the agreement showing all changes is attached.  Wages: Pattern settlement for 1/1/2026 and 1/1/2027. 5% within range movement 1/1/2028. Shift differential increased from \$1.00 to \$1.25/hour 6:00 p.m. to 6:00 a.m.  Employer's health insurance contribution increase from \$1275/month to \$1297/mo (2026), \$1318/mo (2\$1339/mo (2028). (\$21-22/month increase.)  Personal Leave may accumulate up to 80 hours at any given time. (Previously 36 hours max accumulate Revised peer-to-peer trainer pay from \$80/pay period to \$1/hour for Dispatcher/Jailer job classification. MN Paid Leave (PFML) section added. 50:50 premium split. Employees can use supplemental benefits PFML payment.  Any OT earned in the month of December will be paid out as wages rather than accrued as comp time. hours unused at the end of November will be paid out in December.  ESST Weather Event Exception MOA added. Both the union and the employer believe waiving the use weather events is in the best interest of public safety. Miscellaneous language updates.	2027), tion.) to "top off" the All comp time
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion:  Motion to ratify the 2026-2028 Teamsters Non-Licensed Essential unit Agreement.	
Financial Impact:  Is there a cost associated with this request?  What is the total cost, with tax and shipping? \$ As described.  Is this budgeted?  Yes  No  Please Explain:  The 2026 wages are budgeted.	

#### AGREEMENT

By and Between

#### **AITKIN COUNTY**

and

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

**Duluth, Minnesota** 

January 1, 2026 to December 31, 2028

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#### **PREAMBLE**

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

#### **TERMS AND RELATIONS**

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

#### **CONDITIONS OF EMPLOYMENT**

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

#### **ARTICLE 1.**

#### Section 1. RECOGNITION

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

#### Section 2. REPRESENTATION

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

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

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

#### Section 3. CHECK OFF

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

#### **Section 4. UNION SECURITY**

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

#### Section 5. TIME OFF

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

#### ARTICLE 2.

#### Section 1. VESTED RIGHT OF MANAGEMENT

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

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

#### **ARTICLE 3.**

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

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

#### **ARTICLE 4.**

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

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

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#### ARTICLE 5.

#### Section 1. SENIORITY

- (A) The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment as a regular full-time or permanent part-time employee, provided, however, that no time prior to discharge or quit shall be included. The employee's seniority shall not be diminished by:
  - 1. temporary lay-off due to lack of work,
  - 2. shortage of funds,
  - 3. or any other contingency beyond the control of either party to this Agreement.
- (B) The policy of seniority shall prevail to regular full-time and permanent part-time employees. Permanent part-time employees shall be listed on the bottom of the seniority list in proper sequence and shall so state that they are part-time employees.
- (C)The seniority list shall be posted and kept up-to-date annually by the Sheriff Employer. A copy of the list shall be made available to Teamsters Local No. 346. Said seniority list shall contain the name and starting date of each employee.
- (D) Beginning on the date of ratification of this 2023-2025 Agreement, Permanent part-time employees who accept a position of regular full-time shall have their part-time seniority pro-rated and credited dating from their original date of hire with the Employer as long as it is continuous employment and reflects their time in this bargaining unit. An example: If an employee was hired on January 1, 2018 and worked part-time 20 hours per week for five years and then accepted a regular full-time position on January 1, 2023, their seniority date of January 1, 2018 listed on the part-time seniority roster would be pro-rated as 2 ½ years (full-time equivalent) and they would be added to the full-time seniority roster with a seniority date of July 1, 2020.
- (E) While working in a part-time, seasonal, or temporary position, no permanent part-time, seasonal, or temporary employee shall exceed in seniority a regular full-time position employee.
- (F) In the event the County decides to lay off employees, layoff shall be in the inverse order of seniority by classification. Permanent part-time employees shall be laid off prior to full-time employees.
  - A Correctional Officer being laid off who has greater bargaining unit seniority may bump the least senior Dispatcher/Jailer.
  - b. A Dispatcher/Jailer being laid off who has greater bargaining unit seniority may bump the least senior Correctional Officer.

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c. A Jail Sergeant being laid off who has greater bargaining unit seniority may bump the least senior employee in either the Correctional Officer or the Dispatcher/Jailer classification.

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

#### (G)Seniority shall terminate if:

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

#### **ARTICLE 6.**

#### Section 1. SCHOOLING

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

#### **ARTICLE 7.**

#### Section 1. SAFETY EQUIPMENT

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

#### Section 2. EXPENSES

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

#### Section 3. LOSS OR DAMAGE

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

#### **ARTICLE 8.**

#### Section 1. UNIFORMS

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

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

#### **ARTICLE 9.**

#### **Section 1. MEDICAL EXAMINATIONS**

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

#### **ARTICLE 10.**

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

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

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

#### Section 2. REST BREAKS

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

#### Section 3. SENT HOME UPON ARRIVAL

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

#### Section 4. CALL OUT TIME

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

#### Section 5. COMP TIME

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

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Any overtime earned in the month of December will be paid out as wages rather than accrued as compensatory time. There will be no compensatory time accruals in the month of December. All compensatory time hours accrued and unused as of the end of November shall be paid out at the beginning of December on an off-payroll week (i.e., not during a regular payroll week). Such payouts shall occur within the same calendar year in which the compensatory time hours were earned.

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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. ¶

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#### Section 6. 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. These hours shall be used in computing overtime pay. An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimum. Note: Court Time shall be entered as Regular hours on the employee's timesheet unless the employee has already worked 40 hours per week (Dispatchers) or 84 hours per pay period (Correctional Officers and Jail Sergeants).

#### ARTICLE 11.

#### Section 1. PAY PERIOD

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

#### **Section 2. TIMESHEETS**

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

#### **ARTICLE 12.**

#### **Section 1. PROMOTIONS**

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

- 1. Ability to perform related work.
- 2. Attitude.
- 3. Aptitude.

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- Versatility.
- 5. Efficiency.
- 6. Previous work record.
- 7. Attendance.

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

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

#### **ARTICLE 13.**

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

(A) Family and Medical Leave - Eligible employees will be granted FMLA in accordance with legal mandates and County policy.

(B) Minnesota Paid Leave (PFML). 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 or all supplemental benefits are exhausted, whichever occurs first, ensuring that the combined total does not exceed the employee's regular base salary.

(C) Leave of Absence - Any employee desiring a leave of absence from his or her employment shall secure written permission from the Sheriff or the Sheriff's designee. 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.

(D) 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.

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

ARTICLE 14.

#### **Section 1. HOLIDAYS**

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

New Year's Day Presidents Day Labor Day Veteran's Day Thanksgiving Day

Martin Luther King Day Good Friday

Friday after Thanksgiving Day

Good Friday Memorial Dav

Christmas Day

Juneteenth (June 19th)

Fourth of July

The employer will agree to provide 4 hours of holiday pay on Christmas Eve, regardless

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of the day of week it falls.

- (B) Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated holiday pay. Proration shall be based on full-time hours of 2,080 hours per year.
- (C) Seasonal and temporary employees are not eligible for holiday pay.
- (D)When a full-time or permanent part-time employee is required to work on any of these holidays, they shall be paid at the rate of time and one-half (1-1/2) in addition to their regular holiday pay.
- (E) Full-time employees may elect to use their accrued and unused PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a holiday.
- (F) For the purpose of overtime pay, holidays shall be celebrated on the day on which the holiday falls. When a paid holiday falls during an employee's vacation, he/she shall receive holiday pay for the holiday and will not be required to use PTO for the holiday.

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

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

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

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

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

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

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

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

<sup>4</sup>Employees who are eligible for severance pay under Article 16 are grandfathered in and will be allowed to continue to bank up to 960 hours in their extended sick leave bank. (Doug Sack and Steve Moreland)

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

PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee

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during a leave of absence without pay, suspension without pay, or time otherwise not paid.

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

Probationary employees may use accrued PTO with supervisory approval.

Section 2. Extended Sick Leave Bank / Care Of Relatives

Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care, or for any of the reasons covered by Minnesota's Earned Sick and Safe Time law (ESST). For the purpose of this paragraph, family member has the meaning given in Minn. Stat. Stat. 181.9445, Subd. 7. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, mother in law, father in law, or grandchild. To the extent that state statute (§181.9413) or regulations change, this policy shall be construed as consistent with those changes.

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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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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.

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The County reserves the right to require written medical certification from an employee, unless prohibited by law.

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

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

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#### **ARTICLE 16.**

#### Section 1. Severance Pay

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

Retirement pursuant to a bona fide 100% of unused extended sick leave retirement plan or death.

Retirement, resignation, or a 50 %of all unused extended sick leave voluntary quit with a 40 day maximum

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

#### Section 1. MSRS HCSP

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

#### **ARTICLE 17.**

#### **Section 1. PERSONAL LEAVE**

(A) Full-time (probationary and non-probationary) employees shall be granted twelve (12) hours of personal leave on or about January 1 and July 1, and may accumulate up to 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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(B) Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

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#### **ARTICLE 18.**

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

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

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#### **ARTICLE 19.**

#### Section 1. RETIREMENT

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

#### **ARTICLE 20.**

#### **INSURANCE AND BONDS**

#### **Section 1. GROUP HEALTH INSURANCE**

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

Effective January 1, 2026, \$1,297,00 per month flat dollar contribution. Effective January 1, 2027, \$1,318,00 per month flat dollar contribution. Effective January 1, 2028, \$1,339,00 per month flat dollar contribution.

- (B) In no event will the Employer's contribution exceed the actual cost of the coverage. Any additional amount due shall be paid by the employee. Notwithstanding anything herein contained, it is agreed that in the event the County is delinquent in the payment of its contribution to the Health and Welfare Program in effect for the employees covered under this contract, the Local Union shall have the right to take such legal action as they deem necessary until such delinquent payments are made. It is further agreed that in the event that action is taken, the County shall be responsible to the employees for losses resulting therefrom.
- (C) Coverage starts on the first of the month following date of hire.
- (D)Part-time employees who work less than 30 hours per week on average are not eligible for health insurance benefits.
- (E) In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

#### **Section 2. LIABILITY INSURANCE**

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

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#### Section 3. LIFE INSURANCE

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

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

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

- (A) The Employer shall provide Long Term Disability Insurance reimbursement for fulltime permanent employees in accordance with the Personnel Policy. Part-time employees are not eligible for LTD.
- (B) Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

#### Section 5. BONDS AND PREMIUMS

- (A) Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any standard premium involved shall be paid by the Employer.
- (B) The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement.
- (C) If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her bonding requirements. Standard premiums only on said bond to be paid by the Employer. The standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium to be paid by the employee.

#### **ARTICLE 21.**

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

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

#### **ARTICLE 22.**

#### Section 1. GRIEVANCE PROCEDURE

#### 22.1 <u>Definition of a Grievance</u>

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

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#### 22.2 Union Representatives

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

#### 22.3 Processing of a Grievance

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

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

#### 22.4 Procedure

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

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

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

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

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

#### 22.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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#### 22.6 Waiver

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

#### 22.7 Choice of Remedy

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

#### 22.8 Postmark

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

#### **ARTICLE 23.**

#### Section 1. DISCIPLINE

- (A) Disciplinary action, including oral reprimand, written reprimand, suspension without pay, demotion, or discharge, may be imposed upon an employee for just cause. Any disciplinary action imposed may be processed as a grievance through the grievance procedure outlined in Article 22. Oral reprimands may not be processed beyond Step 3 of the grievance procedure.
- (B) Employees have a right to make a clear request for union representation before or during an investigatory interview if the discussion could in any way lead to their being disciplined or terminated.

#### **ARTICLE 24.**

#### Section 1. DISCHARGE AND LOUDERMILL HEARING

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

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- (B) An employee who has completed the required probationary period shall be discharged only for just cause after an investigation. An action to discharge an employee shall be taken by the appointing authority only after a Loudermill Hearing has been held between the designated Union representative and employee, and the County Administrator. The employee and the Union shall be given written notice of the charges against the employee and of the Loudermill Hearing date and time at least ten (10) calendar days prior to the meeting. The Union and the employee shall be present at the meeting, and the Union shall present information relevant to the proposed discharge and may present witnesses and evidence. The Sheriff and/or Human Resources Manager shall have the right to present information, witnesses and evidence at the meeting. This meeting shall be in lieu of Steps 1 and 2 of the Grievance Procedure set forth in Article 22 of this Agreement.
- (C)In the event the appointing authority proceeds to discharge, then a grievance relating to discharge shall be filed at Step 3 of the Grievance Procedure within fourteen (14) calendar days of the date of the discharge action.

#### **ARTICLE 25.**

#### **Section 1. WAGES**

(A) Effective January 1, 2026, employees covered by this Agreement shall be paid in accordance with Appendix A.

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

#### Section 2. Shift Differential.

Effective January 1, 2026, employees will receive shift differential of \$1.25, per hour for hours worked from 6:00 p.m. to 6:00 a.m.

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#### Section 3.

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

#### Section 4.

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

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

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

#### Section 5. See MOA

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

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#### **ARTICLE 26.**

#### Section 1. SAVINGS AND SEPARABILITY CLAUSE

- (A) If any Articles or Sections of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it had been held invalid or to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (B) In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the County, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

#### ARTICLE 27.

#### Section 1. TEAMSTERS LEGAL DEFENSE FUND

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

#### **ARTICLE 28.**

#### Section 1. EXPIRATION

The period of this Agreement shall be from the 1st day of January 2026 until the 31st day of December, 2028 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

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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.					
	reunto set our hands and seals this 25nd day of	Deleted: 2			
November, 202 <u>5</u> ,		Deleted: 2			
Secretary/Treasurer, Local No. 346	Chairperson, Aitkin County Board of Commissioners				
President, Local No. 346	County Administrator	,			
Business Agent	Human Resources Director				
Date:	Date:				

#### Section 1. EXPIRATION

The period of this Agreement shall be from the 1st day of January 2026 until the 31st day of December, 2028 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 25nd day of November, 2025.

11 / 07 / 2025

Secretary/Treasurer, Local No. 346

Chairperson,
Aitkin County Board of Commissioners

11 / 07 / 2025

President, Local No. 346

County Administrator

Business Agent

Human Resources Director

23

	TEAMSTERS	LOCAL	346	
NON-LICENSED	ESSENTIAL	UNIT	CONTRACT	2026-2028

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

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

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

WHEREAS, during negotiations for the 2026-2028 collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

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

NOW, THEREFORE, the parties agree as follows:

- Employees of this bargaining unit who meet the criteria defined in the Aitkin County
  Personnel Policy for participation in the early retirement incentive in 2026, 2027, and 2028,
  will have the opportunity to participate.
- 2. 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 Memorandum of Agreement to be executed this 25th day of November, 2025.

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FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

Chairperson,
Aitkin County Board of Commissioners

President, Local No. 346

County Administrator

Business Agent

Date:
Dated:
Dated:
Dated:

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

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

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

WHEREAS, during negotiations for the 2026-2028 collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

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

NOW, THEREFORE, the parties agree as follows:

- 1. Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2026, 2027, and 2028 will have the opportunity to participate.
- 2. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 346:	FOR COUNTY OF AITKIN:
11 / 07 / 2025	
Secretary/Treasurer, Local No. 346	Chairperson,
	Aitkin County Board of Commissioners
11/07/2025	
President, Local No. 346	County Administrator
Deepo Smith 11/07/2025	
Business Agent	Human Resources Director

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#### Memorandum of Agreement (ESST WEATHER EVENT EXCEPTION)

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

WHEREAS, the County and the Union are parties to an Agreement for 2026-2028 negotiated pursuant to the Public Employment Labor Relations Act (PELRA); and

WHEREAS, during negotiations, the parties discussed the ESST Weather Event Exception; and

WHEREAS, MN Statute 181.9447, Subd. 12 permits 911 telecommunicators and guards at correctional facilities who are represented by a collective bargaining agreement to waive the weather event use of Earned Sick and Safe Time (ESST) as stated in MN Statute 181.9447, Subd. 1.(4); and

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WHEREAS, both the union and the employer believe waiving the use of ESST forweather events is in the best interest of public safety.

NOW, THEREFORE, per MN Statute 181.9447, Subd. 12 the union clearly and unambiguously agrees to not use ESST for weather events as specified under the conditions of MN Statute 181.9447, Subd. 1(4).

Be it further agreed, this MOA is in effect beginning January 1, 2026 and for the duration of the negotiated agreement.

Be it further agreed, to the extent that state statute 181.9445, Subd. 7 (ESST family member definition) changes, this MOA shall be construed as consistent with those changes.

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

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

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FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

Chairperson,
Aitkin County Board of Commissioners

President, Local No. 346

County Administrator

#### **Memorandum of Agreement (ESST WEATHER EVENT EXCEPTION)**

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

WHEREAS, the County and the Union are parties to an Agreement for 2026-2028 negotiated pursuant to the Public Employment Labor Relations Act (PELRA); and

WHEREAS, during negotiations, the parties discussed the ESST Weather Event Exception; and

WHEREAS, MN Statute 181.9447, Subd. 12 permits 911 telecommunicators and guards at correctional facilities who are represented by a collective bargaining agreement to waive the weather event use of Earned Sick and Safe Time (ESST) as stated in MN Statute 181.9447, Subd. 1.(4); and

WHEREAS, both the union and the employer believe waiving the use of ESST for weather events is in the best interest of public safety.

NOW, THEREFORE, per MN Statute 181.9447, Subd. 12 the union clearly and unambiguously agrees to not use ESST for weather events as specified under the conditions of MN Statute 181.9447, Subd. 1(4).

Be it further agreed, this MOA is in effect beginning January 1, 2026 and for the duration of the negotiated agreement.

Be it further agreed, to the extent that state statute 181.9445, Subd. 7 (ESST family member definition) changes, this MOA shall be construed as consistent with those changes.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 346: 11 / 07 / 2025	FOR COUNTY OF AITKIN:
Secretary/Treasurer, Local No. 346	Chairperson, Aitkin County Board of Commissioners
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President, Local No. 346	County Administrator
Deesa Smith 11/07/2025	
Business Agent	Human Resources Director

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### Memorandum of Agreement (PEER TO PEER SHIFT TRAINER, DISPATCHER/JAILER JOB CLASSIFICATION)

#### 1. Purpose

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The purpose of this Memorandum of Agreement (MOA) is to establish a trial program for providing Trainer Pay to experienced Dispatcher/Jailers who are assigned to train newly hired Dispatcher/Jailers. This program recognizes the additional responsibilities involved in training new employees and provides clear guidelines for shift trainer assignment and compensation.

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#### 2. Assignment of Trainers

When a new Dispatcher/Jailer is hired, the Dispatch Supervisor may assign one (1) experienced Dispatcher/Jailer per shift, or portion thereof, to serve as the Peer-to-Peer Shift Trainer for the new hire. Trainer assignments may vary by shift and do not need to be the same individual for the entire training period or shift.

The training period shall not exceed eight (8) consecutive weeks (four [4] pay periods). At the discretion of the Dispatch Supervisor, the training period may be extended to a maximum of twelve (12) weeks. Trainer assignments may be adjusted or discontinued at the discretion of the Employer.

3. Trainer Pay

Each employee assigned as a Trainer shall receive Trainer Pay at the rate of \$1.00 per hour for all hours worked while actively training a new hire during the designated training period. Trainer Pay is considered taxable wages.

- Trainer Pay applies only to hours during which the employee is actively assigned a Trainee for on-the-job training.
- If more than one new hire is trained during the same shift, the Trainer Pay remains \$1.00 per hour and is not doubled or duplicated.

#### 4. Documentation

The Trainer shall document all hours spent training on their timesheet, and the Dispatch Supervisor must approve the recorded training hours prior to payroll processing. Trainers are responsible for accurately recording their Trainer Pay in the County's timekeeping system (e-Time).

5. Payroll Administration

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<u>Trainer Pay shall be processed through payroll based on actual hours worked as a Trainer during each pay period.</u>

6. Trial Period

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This MOA shall serve as a trial program for the 2026–2028 Collective Bargaining Agreement. The parties agree to track outcomes, gather feedback, and review the effectiveness of this provision during future contract negotiations. Either party may propose to continue, modify, or discontinue the program as part of those negotiations.

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7. Duration

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This MOA shall take effect on January 1, 2026, or when the Agreement is ratified, whichever is later, and shall remain in effect for the duration of the 2026–2028 Collective Bargaining Agreement, unless modified or terminated by mutual agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 346:	FOR COUNTY OF AITKIN:
Secretary/Treasurer, Local No. 346	Chairperson, Aitkin County Board of Commissioners
President, Local No. 346	County Administrator
Business Agent	Human Resources Director
Date:	Dated:

# Memorandum of Agreement (CONTINUED FROM PREVIOUS PAGE) (PEER TO PEER SHIFT TRAINER, DISPATCHER/JAILER JOB CLASSIFICATION)

#### 7. Duration

This MOA shall take effect on January 1, 2026, or when the Agreement is ratified, whichever is later, and shall remain in effect for the duration of the 2026–2028 Collective Bargaining Agreement, unless modified or terminated by mutual agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 346:	FOR COUNTY OF AITKIN:
11 / 07 / 2025	
Secretary/Treasurer, Local No. 346	Chairperson, Aitkin County Board of Commissioners
Iff Occording 11/07/2025	
President, Local No. 346	County Administrator
Deeple Smith 11/07/2025	
Business Agent	Human Resources Director

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#### Appendix A

<b>OPEN RAN</b>	IGE	SCALE	FOI	R JANU	ARY 1,	2026	
Grade	MI	N	MA	AΧ	MIN		MAX
	FLS	SA Non	-Exe	empt	FLSA E	xempt	
21	\$	59.38	\$	82.06	\$123,	501.46	\$170,680.07
20	\$	57.26	\$	79.12	\$119,	102.79	\$164,573.41
19	\$	55.14	\$	76.19	\$114,	,700.01	\$158,468.05
18	\$	53.03	\$	73.25	\$110,	297.22	\$152,362.69
17	\$	50.91	\$	70.32	\$105,	894.43	\$146,257.33
16	\$	48.79	\$	67.38	\$101,	491.64	\$140,151.97
15	\$	46.68	\$	64.45	\$ 97,	.088.86	\$134,046.60
14	\$	44.56	\$	61.51	\$ 92,	,686.07	\$127,941.24
13	\$	42.44	\$	58.57	\$ 88,	283.28	\$121,835.88
12	\$	40.33	\$	55.64	\$ 83,	880.49	\$115,730.52
11	\$	38.21	\$	52.70	\$ 79,	477.70	\$109,625.16
10	\$	36.09	\$	49.77	\$ 75,	074.92	\$103,519.80
9	\$	33.97	\$	46.83	\$ 70,	663.20	\$ 97,414.44
8	\$	31.86	\$	43.90	\$ 66,	258.92	\$ 91,309.07
7	\$	29.74	\$	40.96	\$ 61,	854.63	\$ 85,203.71
6	\$	27.63	\$	38.03	\$ 57,	474.68	\$ 79,098.35
5	\$	25.51	\$	35.09	\$ 53,	070.40	\$ 72,992.99
4	\$	23.40	\$	32.16	\$ 48,	666.12	\$ 66,887.63
3	\$	21.28	\$	29.22	\$ 44,	261.83	\$ 60,782.27
2	\$	19.16	\$	26.29	\$ 39,	857.55	\$ 54,676.90
1	\$	17.04	\$	23.35	\$ 35,	453.27	\$ 48,571.54

Min/Max post adjusted 4% 1/1/2026

(	Grade	MIN	MAX	N	
		FLSA No	FLSA Non-Exempt		
	20	\$ 50.90	\$ 70.34	\$ 105,	
	19	\$ 49.02	\$ 67.73	\$ 101,	
	18	\$ 47.14	\$ 65.12	\$ 98,	
	17	\$ 45.26	\$ 62.51	\$ 94,	
	16	\$ 43.38	\$ 59.90	\$ 90,	
	15	\$ 41.50	\$ 57.29	\$ 86,	
ſ	14	\$ 39.61	\$ 54.68	\$ 82,	
Ī	13	\$ 37.73	\$ 52.07	\$ 78,	
	12	\$ 35.85	\$ 49.46	\$ 74,	
	11	\$ 33.97	\$ 46.85	\$ 70,	
	10	\$ 32.09	\$ 44.24	\$ 66,	
Γ	9	\$ 30.20	\$ 41.64	\$ 62,	
	8	\$ 28.32	\$ 39.03	\$ 58,	
	7	\$ 26.44	\$ 36.42	\$ 54,	
	6	\$ 24.56	\$ 33.81	\$ 51,	
	5	\$ 22.68	\$ 31.20	\$ 47,	
	4	\$ 20.80	\$ 28.59	\$ 43,	
	3	\$ 18.92	\$ 25.98	\$ 39,	
	2	\$ 17.04	\$ 23.37	\$ 35,	
	1	\$ 15.15	\$ 20.76	\$ 31,	

	LAST NAME	FIRST NAME	MONTHS OF SERVICE CREDIT IN THIS UNIT	CURRENT WAGE (ON 11/4/2022)	
	BARTON	MASEN	0	\$	20.000
	voss	LEXI	0	\$	20.000
	MACHEN	ADAM	1	\$	20.000
	FOX	JOHN	3	\$	20.000
	NYLANDER	DENNIS	3	\$	20.000
	DEERING	LUKE	3	\$	20.000
	COBB	COLTON	8	\$	20.000
	MELSTROM	MCKENZIE	10	\$	20.000
	SWENSON	BETH	14	\$	20.000
	LAMKE	TINA	16	\$	20.000
	CARLSTROM	MATTHEW	17	\$	20.000
	OLSON	JON	22	\$	21.680
	HONSTROM	JACQUELINE	86	\$	21.680
	OLESEN	KENT	143	\$	26.380
	MORELAND	STEPHEN	175	\$	28.030
	SACK	DOUGLASS	247	\$	28.030
	SPIEGELBERG	SHELLY	25	\$	23.620
	HOOVER	CHASE	59	\$	23.620
	HALLFRISCH	BENJAMIN	91	\$	23.620
eleted:	EDDY	ELIZABETH	164	\$	28.700

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Grade MIN

OPEN RANGE SCALE FOR JANUARY 1, 2024

MAX

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								
Grade	M	IIN	M	AX	MIN	MAX		
	FL	SA Non	-Exe	empt	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	7 \$	52.95	\$	73.13	\$110,130.21	\$152,107.62		
16	5 \$	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		

1		FLSA Nor	-Exempt	FLSA Exem	
	20	\$ 52.94	\$ 73.15	\$110,117	
	19	\$ 50.98	\$ 70.44	\$106,046	
	18	\$ 49.03	\$ 67.72	\$101,975	
	17	\$ 47.07	\$ 65.01	\$ 97,905	
	16	\$ 45.11	\$ 62.30	\$ 93,834	
	15	\$ 43.16	\$ 59.58	\$ 89,764	
	14	\$ 41.20	\$ 56.87	\$ 85,693	
	13	\$ 39.24	\$ 54.16	\$ 81,622	
	12	\$ 37.28	\$ 51.44	\$ 77,552	
	11	\$ 35.33	\$ 48.73	\$ 73,481	
	10	\$ 33.37	\$ 46.01	\$ 69,410	
	9	\$ 31.41	\$ 43.30	\$ 65,332	
	8	\$ 29.45	\$ 40.59	\$ 61,260	
	7	\$ 27.49	\$ 37.87	\$ 57,188	
	6	\$ 25.55	\$ 35.16	\$ 53,138	
	5	\$ 23.59	\$ 32.45	\$ 49,066	
	4	\$ 21.63	\$ 29.73	\$ 44,994	
	3	\$ 19.67	\$ 27.02	\$ 40,922	
	2	\$ 17.72	\$ 24.30	\$ 36,850	
Deleted:	1	\$ 15.76	\$ 21.59	\$ 32,778	

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

	LAST NAME	FIRST NAME	MONTHS OF SERVICE CREDIT IN THIS UNIT	CUR WAG 11/4/	
	BARTON	MARCEN	0	ć	
	BARTON	MASEN	0	\$	
	MACHEN	ADAM		\$	
	FOX	JOHN	1	\$	
	NYLANDER	DENNIS	3	\$	
	DEERING	LUKE	3	\$	
	COBB	COLTON	8	\$	
	MELSTROM	MCKENZIE	10	\$	
	SWENSON	BETH	14	\$	
	LAMKE	TINA	16	\$	
	CARLSTROM	MATTHEW	17	\$	
	OLSON	JON	22	\$	
	HONSTROM	JACQUELINE	86	\$	
	OLESEN	KENT	143	\$	
	MORELAND	STEPHEN	175	\$	
	SACK	DOUGLASS	247	\$	
	SPIEGELBERG	SHELLY	25	\$	
	HOOVER	CHASE	59	\$	
	HALLERISCH	BENJAMIN	91	\$	
eleted:	EDDY	ELIZABETH	164	\$	

# OPEN RANGE SCALE FOR JANUARY 1, 2028

ide		MI	N	M	ΔX	MI	N	MA	XX	
		FLS	SA Non	-Exe	empt	FLS	A Exempt			
	21	\$	64.22	\$	88.75	\$	133,579.18	\$	184,607.57	
	20	\$	61.93	\$	85.58	\$	128,821.58	\$	178,002.60	
	19	\$	59.64	\$	82.40	\$	124,059.53	\$	171,399.04	
	18	\$	57.35	\$	79.23	\$	119,297.47	\$	164,795.48	
	17	\$	55.07	\$	76.05	\$	114,535.42	\$	158,191.93	
	16	\$	52.78	\$	72.88	\$	109,773.36	\$	151,588.37	
	15	\$	50.49	\$	69.70	\$	105,011.31	\$	144,984.81	
	14	\$	48.20	\$	66.53	\$	100,249.25	\$	138,381.25	
	13	\$	45.91	\$	63.35	\$	95,487.20	\$	131,777.69	
	12	\$	43.62	\$	60.18	\$	90,725.14	\$	125,174.13	
	11	\$	41.33	\$	57.01	\$	85,963.09	\$	118,570.57	
	10	\$	39.04	\$	53.83	\$	81,201.03	\$	111,967.01	
	9	\$	36.74	\$	50.66	\$	76,429.32	\$	105,363.45	
	8	\$	34.45	\$	47.48	\$	71,665.64	\$	98,759.89	
	7	\$	32.16	\$	44.31	\$	66,901.97	\$	92,156.33	
	6	\$	29.89	\$	41.13	\$	62,164.62	\$	85,552.78	
	5	\$	27.60	\$	37.96	\$	57,400.94	\$	78,949.22	
	4	\$	25.31	\$	34.78	\$	52,637.27	\$	72,345.66	
	3	\$	23.02	\$	31.61	\$	47,873.60	\$	65,742.10	
	2	\$	20.73	\$	28.43	\$	43,109.93	\$	59,138.54	
	1	\$	18.44	\$	25.26	\$	38,346.25	\$	52,534.98	

Min/Max post adjusted 4% 1/1/2028

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Grade	MIN	MAX	MIN
Grade		n-Exempt	FLSA Exempt
20	\$ 55.06	\$ 76.08	\$ 114,521.92
19	\$ 53.02	\$ 73.26	\$ 110,288.47
18	\$ 50.99	\$ 70.43	\$ 106,055.02
17	\$ 48.95	\$ 67.61	\$ 101,821.57
16	\$ 46.92	\$ 64.79	\$ 97,588.12
15	\$ 44.88	\$ 61.97	\$ 93,354.67
14	\$ 42.85	\$ 59.14	\$ 89,121.22
13	\$ 40.81	\$ 56.32	\$ 84,887.77
12	\$ 38.78	\$ 53.50	\$ 80,654.32
11	\$ 36.74	\$ 50.68	\$ 76,420.87
10	\$ 34.71	\$ 47.85	\$ 72,187.42
9	\$ 32.67	\$ 45.03	\$ 67,945.39
8	\$ 30.63	\$ 42.21	\$ 63,710.50
7	\$ 28.59	\$ 39.39	\$ 59,475.61
6	\$ 26.57	\$ 36.57	\$ 55,264.12
5	\$ 24.53	\$ 33.74	\$ 51,029.23
4	\$ 22.50	\$ 30.92	\$ 46,794.34
3	\$ 20.46	\$ 28.10	\$ 42,559.45
2	\$ 18.43	\$ 25.28	\$ 38,324.57
1	\$ 16.39	\$ 22.45	\$ 34,089.68

TEAMSTERS LOCAL 346
NON-LICENSED ESSENTIAL UNIT CONTRACT 2026-2028

LAST NAME	FIRST NAME	ORIGINAL DATE OF HIRE TO COUNTY	202	5 WAGE	(69 F Mor	1/2026 VAGE Within Range vement, not to seed the Max)	Mo	/1/2027 AGE (7% Within Range evement, not to ceed the Max)	M	I/1/2028 /AGE (5% Within Range ovement, not to exceed the Max)	GRADE	JOBTITLE	
BRISTOL	SKYLA	9/8/2025	\$	24.770	\$	26.26	\$	28.09	\$	29.50	5	CORRECTIONAL OFFICER, FT	
CARLSON	OWEN	8/7/2025	_	24.530	\$	26.00	\$	27.82	\$	29.21	5	CORRECTIONAL OFFICER, PT	1
CARLSTROM	MATTHEW	6/1/2021	\$	26.340	\$	27.92	\$	29.87	\$	31.37	5	CORRECTIONAL OFFICER, FT	1
DEERING	LUKE	6/7/2022	\$	26.040	\$	27.60	\$	29.53	\$	31.01	5	CORRECTIONAL OFFICER, FT	1
ERICKSON	JAMES	10/13/2025	\$	24.530	3	26.00	\$	27.82	3	29.21	5	CORRECTIONAL OFFICER, PT	1
ERLANDSON	JOHN	7/17/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	CORRECTIONAL OFFICER, FT	1
FOX	JOHN	8/3/2022	\$	26.040	\$	27.60	\$	29.53	\$	31.01	5	DISPATCHER/JAILER	1
HALLFRISCH	BENJAMIN	3/10/2015	\$	32.190	\$	34.12	\$	36.51	\$	38.34	7	JAIL SERGEANT	1
HERTLE	LISA	11/14/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	DISPATCHER/JAILER	1
HONSTROM	JACQUELINE	8/27/2015	\$	29.810	\$	31.60	\$	33.81	\$	35.50	5	DISPATCHER/JAILER	1
ISLE	CHARLES	3/4/2024	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	CORRECTIONAL OFFICER, FT	]
JOHNSON	OLIVIA	4/17/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	CORRECTIONAL OFFICER, FT	
KALK	ANTON	8/4/2025	\$	24.530	\$	26.00	\$	27.82	\$	29.21	5	DISPATCHER/JAILER	
KING	MATTHEW	4/19/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	DISPATCHER/JAILER	
LAMKE	TINA	6/6/2021	\$	26.320	\$	27.90	\$	29.85	\$	31.34	5	DISPATCHER/JAILER	
LINDGREN	KRISTA	4/4/2023	\$	27.520	\$	29.17	\$	31.21	\$	32.77	5	CORRECTIONAL OFFICER, FT	
MELSTROM	MCKENZIE	1/4/2022	\$	26.210	\$	27.78	\$	29.73	\$	31.21	5	DISPATCHER/JAILER	
OLESEN	KENT	11/15/2010	\$	33.740	\$	35.09	\$	36.50	\$	37.96	5	CORRECTIONAL OFFICER, FT	At Max
OLSON	JON	11/30/2020	\$	28.430	\$	30.14	\$	32.25	\$	33.86	5	CORRECTIONAL OFFICER, FT	
PROVOST	CASEY	10/14/2024	\$	24.770	\$	26.26	\$	28.09	\$	29.50	5	CORRECTIONAL OFFICER, FT	
SPIEGELBERG	SHELLY	9/21/2020	\$	30.800	\$	32.65	\$	34.93	\$	36.68	7	JAIL SERGEANT	
SWENSON	BETH	7/6/2009	\$	26.280	\$	27.86	\$	29.81	\$	31.30	5	CORRECTIONAL OFFICER, FT	
WESTERLUND	THOMAS	8/14/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	CORRECTIONAL OFFICER, FT	
WOELFEL	TIMOTHY	3/25/2024	\$	24.770	\$	26.26	\$	28.09	\$	29.50	5	CORRECTIONAL OFFICER, FT	

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	LAST NAME	FIRST NAME	MONTHS OF SERVICE CREDIT IN THIS UNIT
	BARTON	MASEN	0
	voss	LEXI	0
	MACHEN	ADAM	1
	FOX	JOHN	3
	NYLANDER	DENNIS	3
	DEERING	LUKE	3
	COBB	COLTON	8
	MELSTROM	MCKENZIE	10
	SWENSON	BETH	14
	LAMKE	TINA	16
	CARLSTROM	MATTHEW	17
	OLSON	JON	22
	HONSTROM	JACQUELINE	86
	OLESEN	KENT	143
	MORELAND	STEPHEN	175
	SACK	DOUGLASS	247
	SPIEGELBERG		25
	HOOVER	CHASE	59
	HALLFRISCH		91
Deleted:	EDDY	ELIZABETH	164

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