



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, December 21, 2021

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Absent	
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.14 (Project Labor Agreements for 2022 Highway Construction Projects), added Item #6.19 (2022-2024 Labor Contract - Itasca County Managers Association (ICMA)), amend Item #4.2 (Minutes of the Tuesday, December 14, 2021 County Board Regular Session), and approve the agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, November 30, 2021 County Board Special Session and the Tuesday, December 14, 2021 County Board Regular Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Cooperative Construction Agreement between Itasca County and the City of Taconite and authorize the County Board Chair and Clerk to sign the agreement.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/11/2021 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.

2. Professional Services Contract for 2022 Lobbyist Services

Motion To: Approve the Professional Services Contract for Lobbyist Services between Itasca County and Loren Solberg Consulting for the term of January 1, 2022 to December 31, 2022, waive the current statutory insurance limits, authorize use of the 2008 insurance limits with cost-share payment of this expense up to \$2,000, and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

3. 2022-2024 Labor Contract – Local 580 Health & Human Services Unit

Motion To: Approve and authorize necessary signatures for the 2022-2024 collective bargaining agreement for Local 580 Health & Human Services Unit.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

4. 2022-2024 Labor Contract – Local 1626 Courthouse Unit

Motion To: Approve and authorize necessary signatures for the 2022-2024 collective bargaining agreement for Local 1626 Courthouse Unit.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

5. Compensation – Appointed Term and Appointed At-Will Employees

Motion To: Authorize a 2% wage increase for 2022 salaries for appointed term County Assessor, County Engineer, County Surveyor, County Veteran Service Officer and appointed at-will County Administrator and Health & Human Services Director.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

6. Health Insurance MOU's

Motion To: Approve and authorize necessary signatures for the Health Insurance MOUs for the following labor groups: AFSCME Local 639, Teamsters 320, LELS 494, LELS 493, AEA, ICEA, ICCEA, and ICHHSSA.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

7. Local 1452 Health Insurance & Post Health Care Savings Plan MOU

Motion To: Approve and authorize necessary signatures for the Health Insurance and Post Health Care Savings Plan MOU for AFSCME Local 1452, which represents the Road & Bridge Unit.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

8. Employee Expense Report Approval

Motion To: Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Ben DeNucci
ABSTAIN:	Burl Ives
ABSENT:	Davin Tinquist

9. Accept CMHS Service Agreement for 2022

Motion To: Accept and authorize the County Board Chair to sign the CMHS agreement for 2022.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

10. County Based Purchasing (IMCare) Division Update/Presentation

IMCare Claims Supervisor Celeste Tarbuck provided a County Based Purchasing (IMCare) Division Update/Presentation, including information regarding the number of claims processed and claims and interest payments made for the calendar year of 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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11. Review of IMCare 2021 Q3 Compliance Program Report

Health Plan Division Manager Sarah Anderson provided a review of the IMCare 2021 Q3 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. 2022-2024 MOA with University of Minnesota Extension

Motion To: Approve a three-year Memorandum of Agreement (MOA) between Itasca County and University of Minnesota Extension and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

13. Safe Routes to School Grant Sponsorship for the City of Deer River

Motion To: Adopt the Resolution Re: Sponsorship of a Safe Routes to School Grant Application which indicates that Itasca County agrees to act as a sponsor/fiscal agent for an application for funding from the Safe Routes to School Grant Program, as requested by the City of Deer River, for the next segment of the Deer River Trail Project.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

15. 2022 Fairgrounds Property Management Contract

Motion To: Approve a Service Contract between Itasca County and the Itasca County Agricultural Association for the 2022 property management services of the Fairgrounds Park in the amount of \$66,000.00 to be paid from Park System Account 12-610, and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

16. Northeast Minnesota Emergency Communications Board Regional Advisory Committee

Motion To: Authorize the County Board Chair to sign the Northeast Minnesota Emergency Communications Board Regional Advisory Committee Appointment for 2022.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

17. Housing and Redevelopment Authority (HRA) Update

Itasca County Housing & Redevelopment Authority (HRA) Executive Director Diane Larson provided a 2021 HRA Update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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18. Letter of Support

Motion To: Approve a Letter of Support for the recommendation to appoint Tamara Lowney, President of the Itasca Economic Development Corporation (IEDC), as Itasca County's Impacted Community Representative on the Energy Transition Advisory Committee and authorize signature of the County Board Chair.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

19. 2022-2024 Labor Contract – Itasca County Managers Association (ICMA)

Motion To: Approve and authorize necessary signatures for the 2022-2024 collective

bargaining agreement for the Itasca County Managers Association (ICMA).

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of the County Board's Budget & Levy Public Meeting, an Arrowhead Economic Opportunity Agency (AEOA) Board meeting, the Association of Minnesota Counties (AMC) Annual Conference, a Transportation Alliance Seminar, a meeting with Kootasca Community Action (KCA) and the Itasca County Housing and Redevelopment Authority (HRA), a meeting regarding State and Forest Roads, and a Local Construction Alliance meeting.

Commissioner Trunt reported on his attendance of the County Board's Budget & Levy Public Meeting, the Association of Minnesota Counties (AMC) Annual Conference, a Western Mesabi Mine Planning Board (WMMPB) meeting, an Itasca County Township Association (ICTA) meeting, an Arrowhead Counties Association (ACA) meeting, a Transportation Alliance Seminar, a Red River Management Project meeting, Canisteo Pit meetings, a visit to Bass Lake Park, and various Department meetings.

Commissioner Snyder reported on his attendance of the County Board's Budget & Levy Public Meeting, an Itasca County Township Association (ICTA) meeting, a Blandin Advisory Committee meeting, a meeting regarding State and Forest Roads, Canisteo Pit meetings, and a RAPP Strategies meeting.

Commissioner Ives reported on his attendance of the County Board's Budget & Levy Public Meeting and Labor Negotiations.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the recent ruling on the federal mandate for employers of 100 or more employees.

IX. COMMISSIONER COMMENTS

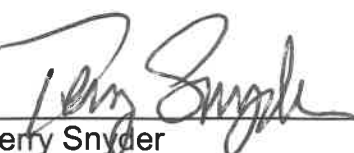
Commissioner Ives thanked the Board for the opportunity to serve as County Board Chair for 2021.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 3:54 PM.

ATTEST



Terry Snyder
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

RESOLUTION 2021-81

RE: SPONSORSHIP OF A SAFE ROUTES TO SCHOOL GRANT APPLICATION

BE IT RESOLVED, That the County of Itasca agrees to act as the sponsoring agency for a transportation alternatives project identified as the Deer River Trail Project and has reviewed and approved the project as proposed. The City of Deer River acknowledges herewith that it is willing to be the project sponsor knowing full well that such sponsorship includes a willingness to secure and guarantee the local share of the costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

BE IT FURTHER RESOLVED, That Itasca County is hereby authorized to act as agent on behalf of this applicant.

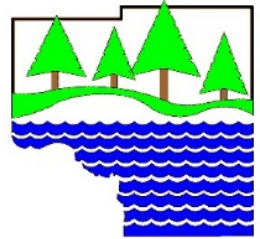
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 21st day of December A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 21st day of December A.D. 2021.

Administrator



December 21, 2021

Chair:

PULL:

1. Item #6.14 – Project Labor Agreements for 2022 Highway Construction Projects

ADDITIONS:

1. Item #6.19 – 2022-2024 Labor Contract – Itasca County Managers Association (ICMA)

CHANGES:

1. Item #4.2 should read as follows:
Approve the minutes of the Tuesday, December 14, 2021 County Board ~~Work~~Regular Session.

INFORMATIONAL:

1. Item #6.8 – Additional Information
2. Item #6.17 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, November 30, 2021

12:00 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 12:02 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	12:02 PM
Terry Snyder	District #2	Present	12:02 PM
Leo Trunt	District #3	Present	12:02 PM
Burl Ives	District #4	Present	12:02 PM
Ben DeNucci	District #5	Present	12:02 PM

II. CLOSED SESSION

1. Closed Litigation Session – ERPI Bankruptcy

Motion To: Go into Closed Session pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat § 595.02, Subd. 1(b), to consult with its attorney in reference to ERPI Bankruptcy litigation.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Others present: County Attorney Matti Adam, Land Commissioner Kory Cease, and County Administrator Brett Skyles.

Motion To: Go into Open Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Maglron presented a general overview of the purchase option presented to the Bankruptcy Court to include cash offer, as well as future lienholder compensation.

Motion To: Go into Closed Session pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat § 595.02, Subd. 1(b), to consult with its attorney in reference to ERPI Bankruptcy litigation.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Others present: County Attorney Matti Adam, Chief Deputy Auditor Deb Davis, Land Commissioner Kory Cease, and County Administrator Brett Skyles.

Motion To: Go into Open Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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III. ADJOURN

Chair Ives adjourned the meeting at 1:39 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, December 14, 2021

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Late	2:45 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.17 (Canisteo Pit Update) and approve the agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, December 7, 2021 County Board Work Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Ben DeNucci

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as delineated below.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Ben DeNucci

1. Approve the 2022 Liquor/Tobacco License renewals for establishments in Itasca County.

2. Approve and accept the Itasca County Health and Human Services 2022 Purchase of Service Contracts and corresponding contract rates; and authorize County Board Chair and Health and Human Services Director to sign said contracts.
3. Approve contracts for 2022 COVID-19 response with Paula Byrne, Paula Butler, Karen Buchert, Kathryn Miller Lavalier, and Pamela Friesen through December 2022 and with Nancy McKenzie through February 2022.
4. Authorize IMCare Director and County Board Chair to sign a Provider Participation Agreement between IMCare and Vieau Counseling, a mental health provider.
5. Reduce the retainage for the CSAH 52 grading project from 5% to 1%, resulting in a retainage of \$25,029.45.
6. Authorize the transfer of the unspent Swan River garage bond funds to the Transportation Department 2022 equipment budget.
7. Accept attached land classification list and schedule for 2022 Land Classification Meeting for Tuesday, March 8, 2022 at 10:00 am to 1:00 pm in the County Board Room.
8. Approve utility easement for fencing and grounding appurtenances associated with existing substation over and across tax-forfeited trust lands in Section 33, Township 57, Range 22 and authorize necessary signatures.
9. Approve MNDNR Grant-in-Aid permit amendment for the reroute of the Suomi Trail Snowmobile Trail, maintained by the 38er's Snowmobile Club, and authorize necessary signatures.
10. Adopt the 2021 Itasca County Emergency Operations Plan and authorize the signature of the County Board Chair to the Emergency Operations Plan and Review Form.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Congratulations to Kim Huffman who was promoted from Data/Project Coordinator to IMCare Claims Supervisor, Health and Human Services Department effective November 28, 2021.

Congratulations to Carolyn Randall who has promoted from Clerk Treasurer to Elections/Licensing Specialist, Auditor-Treasurer Department effective December 8, 2021.

Welcome new employee Todd Snow, Highway Maintenance Worker, Road & Bridge Division, Transportation Department effective December 13, 2021.

Farewell to AJ Morse whose last day as a Deputy Sheriff/Lieutenant, Sheriff's Office will be December 31, 2021 after 23+ years of service.

Farewell to Celeste Tarbuck whose last day as a IMCare Claims Supervisor, Health & Human Services will be December 31, 2021 after 33+ years of service.

Farewell to Anne Erickson whose last day as a Child Support Supervisor, Health & Human Services will be December 31, 2021 after 33+ years of service.

Welcome new employee Anthony Meyer, Deputy Sheriff/Road Deputy, Sheriff Department effective December 13, 2021.

Condolences to the team and family of Steve Picht, Highway Maintenance Worker, Transportation Department who passed away on November 20, 2021. We acknowledge with sincere sympathy the significant loss to the entire Itasca County community.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of December 17, 2021 in the amount \$1,730,208.96.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Davin Tinquist
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT: Ben DeNucci

4. Commissioner Warrants

Motion To: Authorize the County Board Chair to approve and sign off of the County Commissioner Warrants with a check date of December 30, 2021, on behalf of the entire Board of Commissioners.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Davin Tinquist
SECONDER: Commissioner Leo Trunt
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT: Ben DeNucci

5. General Obligation Nursing Home Revenue Refunding Bonds, Series 2021A

Motion To: Adopt the Resolution Re: Awarding the Sale of General Obligation Nursing Home Revenue Refunding Bonds, Series 2021A, in the Original Aggregate Principal Amount of \$1,800,000; Fixing Their Form and Specifications; Directing Their Execution and Delivery; Providing for their Payment; and Providing for the Redemption of Bonds Refunded Thereby.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Leo Trunt
SECONDER: Commissioner Terry Snyder
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT: Ben DeNucci

6. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT: INFORMATIONAL - NO ACTION TAKEN

Commissioner DeNucci entered the meeting at 2:45 PM.

7. Waste Management Tipping Fee Increase

Waste Management representatives Randy Ott and Diana Siebels provided information regarding the request to approve a tipping rate increase of \$7.62 per ton.

RESULT: RECOMMENDED FOR REGULAR NEXT: 12/21/2021 2:30 PM

8. Resolution Authorizing Signatures for Settlement of Opioid Litigation

Motion To: Adopt the Resolution Re: Authorizing County Staff to Execute All Necessary Documents to Ensure County Participation in the Multistate Settlements Relating to Opioid Distributors and Manufacturers, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement, and Declaring Support for Amendment to Minn. Stat. § 256.043, subd. 3(d).

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Commissioner DeNucci exited the meeting at 3:07 PM.

Commissioner DeNucci returned to the meeting at 3:08 PM.

17. Canisteo Pit Update

Itasca County Lobbyist Loren Solberg provided information regarding House File Number 2322 relative to the Canisteo Flood Mitigation Project.

Commissioner Ives exited the meeting at 3:13 PM.

Commissioner Ives returned to the meeting at 3:14 PM.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Legislative Update

Itasca County Lobbyist Loren Solberg provided information regarding Itasca County's 2022 Legislative Priorities.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Arrowhead Counties Association 2022 Legislative Priorities

Discussion took place regarding the proposed 2022 legislative priorities of the Arrowhead Counties Association (ACA). It was the consensus of the County Board to rank the items as follows: (1) PILT Reform; (2) Increased Funding to Counties for Corrections and Probation; (3) Improvements to ICWA Incentive Program for Counties; (4) Mental Health Funding – AMHI Reform and Moose Lake Alternative Funds; and (5) Bonding for Justice-Involved Female Program.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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11. Tentative Appointments to Committees/Commissions/Boards

The Itasca County Board of Commissioners made tentative appointments to various Itasca County Committees/Commissions/Boards, per the following lists: Tentative 2022 Appointments to Itasca County Boards, Committees, Commissions - Advertised for these Vacancies Worksheet and Tentative 2022 Representative Appointments.

The Itasca County Board of Commissioners also made tentative in-house appointments to various Itasca County Committees/Commissions/Boards due to expected 2022 Chair and Vice-Chair changes, as follows: Children's Justice Initiative (CJI), Emergency Food and Shelter Program Board, Emergency Management Director - Deputy, Grand Rapids/Itasca County Airport Agreement Task Force, Indian Affairs Task Force (IATF), Laurentian RC&D Council, Law Library Board, and Minnesota Counties Intergovernmental Trust (MCIT); and others, as follows: Northern Counties Land Use Coordinating Board (NCLUCB).

Commissioner Snyder exited the meeting at 4:19 PM.
Commissioner Snyder returned to the meeting at 4:23 PM.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. Set 2022 Elected Official Salaries – County Attorney

Motion To: Adopt the Resolution Re: Year 2022 Salary for Elected Itasca County Attorney.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
NAYS:	Ben DeNucci

13. Set 2022 Elected Official Salaries – County Auditor/Treasurer

Motion To: Adopt the Resolution Re: Year 2022 Salary for Elected Itasca County Auditor/Treasurer.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
NAYS:	Ben DeNucci

14. Set 2022 Elected Official Salaries – County Recorder

Motion To: Adopt the Resolution Re: Year 2022 Salary for Elected Itasca County Recorder.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
NAYS:	Ben DeNucci

15. Set 2022 Elected Official Salaries – County Sheriff

Motion To: Adopt the Resolution Re: Year 2022 Salary for Elected Itasca County Sheriff.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
NAYS:	Ben DeNucci

16. Set 2022 Elected Official Salaries – County Commissioners/Chair

Motion To: Adopt the Resolution Re: Year 2022 Salary for Itasca County Board of Commissioners and County Board Chair.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt
NAYS:	Burl Ives, Ben DeNucci

VII. COMMISSIONER COMMENTS

County Administrator Brett Skyles provided comment regarding recognition of the Itasca County Sheriff's Office receipt of the Grand Care Award from Grand Itasca for outstanding contribution and support of the local medical community, as well as recognition of Emergency Management

Coordinator John Linder for completing the Minnesota Basic Emergency Management Certification.

County Attorney Matti Adam provided comment regarding follow-up relative to the request from Waste Management and indicated that the item will not be placed on the County Board's December 21, 2021 agenda, as well as comment regarding an upcoming Tribal/County Relations training provided through the Association of Minnesota Counties (AMC).

VIII. CLOSED SESSIONS**RECESS**

Chair Ives recessed the meeting at 4:53 PM.

RECONVENE

Chair Ives reconvened the meeting at 6 PM, with all members present.

IX. PUBLIC MEETING**1. Public Meeting & Adoption of Levy and Budget**

Chief Deputy Auditor Treasurer Deb Davis and Accounting Manager Gail Guck presented information regarding the County budget process, proposed expenditures, proposed revenues and revenue sources, proposed levy and levy history, and proposed tax analysis.

Motion To: Adopt the Resolution Re: 2022 County Levy, which sets the 2022 Levy & Budgets for Itasca County, and authorize the County Auditor/Treasurer to transfer funds to cover any fund balances that are in a deficit.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

X. ADJOURN

Chair Ives adjourned the meeting at 6:33 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1931

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Cooperative Construction Agreement - City of Taconite

BOARD ACTION REQUESTED:

Approve the Cooperative Construction Agreement between Itasca County and the City of Taconite and authorize the County Board Chair and Clerk to sign the agreement.

BACKGROUND:

The City of Taconite would like to bid a bituminous reclamation project on Shamrock Drive with Itasca County's project on CSAH 60. This would likely result in more competitive pricing for the City since it would be combined with a larger project. The plans will be prepared by the City's engineering consultant and the project will be inspected by that same consultant. Itasca County would simply include their project as part of our bid package and process payments for the work. There will be no cost to Itasca County for this work.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Cooperative Construction Agreement

12/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/11/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1416

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1941

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Professional Services Contract for 2022 Lobbyist Services

BOARD ACTION REQUESTED:

Approve the Professional Services Contract for Lobbyist Services between Itasca County and Loren Solberg Consulting for the term of January 1, 2022 to December 31, 2022, waive the current statutory insurance limits, authorize use of the 2008 insurance limits with cost-share payment of this expense up to \$2,000, and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Lobbyist 2022
2. Lobbyist 2022 FULLY EXECUTED

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN ITASCA COUNTY AND LOREN SOLBERG CONSULTING**

THIS AGREEMENT is made and entered into between the COUNTY OF ITASCA, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "County," and Loren Solberg Consulting, LLC, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Itasca County wishes to purchase the services of Contractor to assist with State Governmental Relations Services and other administratively related matters; and

WHEREAS, Contractor has demonstrated professional expertise and knowledge of State Legislative and administrative activities with regard to a broad range of issues impacting counties and is a registered lobbyist in the State of Minnesota.

NOW, THEREFORE, the parties hereby agree as follows:

1. TERM OF SERVICE

The Contractor agrees to perform services for the County during the period commencing January 1, 2022 and terminating December 31, 2022, terminated earlier as provided herein.

2. SERVICES TO BE PROVIDED

Contractor agrees to furnish to the County, in accordance with the terms of this Agreement, professional services as requested by the County or the County Administrator. Specific services shall include, but not be limited to:

- A. Provide professional lobbying services and represent the designated interests of the Client for the period of time identified in Professional Services Contract.
- B. Assist the Itasca County Board and Staff regarding the development of legislative priorities and strategies as authorized by the Itasca County Board of Commissioners.
- C. Coordinate, monitor, attend and/or testify before relevant legislative committees or to arrange for appropriate elected, appointed, or community people to testify as deemed necessary on legislation that may impact Itasca County government.
- D. Work cooperatively with staff and other professional lobbyists of County affiliated associations when not in conflict with the Consultant's other clients or the legislative goals or parameters established by the County Board of Commissioners.
- E. Coordinate informational tours or meetings which will promote the policies or interests of the Client.
- F. Facilitate legislative meetings with local legislators
- G. Report periodically to the Client on lobbying activities as requested during the legislative session either in person, by phone or in writing to the Board and/or their designated representative at a time(s) to be determined.
- H. Meet as requested with the Itasca County Board, department heads, the county administrator, or appropriate Itasca County personnel.

- I. At the completion of the legislative session, provide a report on all legislative activities and/or proposals that the Consultant has been involved in during the legislative session including legislation pending but not passed during the session.
- J. Notify the Itasca County Board regarding any potential conflicts of interest while representing other clients. Notification shall be to the Itasca County Contract Agent. For the purpose of this contract, Agent is Itasca County Administrator.

3. RESPONSIBILITIES OF CONTRACTOR

Contractor shall furnish qualified personnel to perform the services required. It is agreed that Loren Solberg shall assume primary responsibility for delivering the professional services required by this Agreement.

All parties mutually recognize the need to coordinate activities and information associated with legislative initiatives and administrative policies. Therefore, Contractor shall abide by policy, direction and specific activity assignments as directed by the County through the County Administrator, or any designated representatives. Failure to follow County policy or direction as described above may be grounds for immediate termination of this Agreement.

It is further understood that for purposes of record keeping and financial accounting, Contractor shall keep and maintain, throughout the term of the Agreement, a general log of its activities and the services rendered, said log to include dates, times and summaries of types of services or activities performed on each date. Upon request of the County, Contractor shall immediately produce said log for inspection and, if requested, shall prepare a written summary of activities performed to date.

4. REPORTS

Contractor shall provide regular written reports to the County as frequently as requested by the County. Contractor will maintain frequent telephone and written contact with the County Administrator on the issues in the County's legislative program and other issues as designed by the County.

Except as required to perform services as outlined in this agreement or as previously approved by the County's Administrator, the County shall not require the Contractor to incur uncompensated expenses for air travel, vehicle rentals or housing/meeting costs.

5. INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent Contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Itasca, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws;

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

6. SUBCONTRACTING AND ASSIGNMENT

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or notation, without the prior written consent of the County.

7. INDEMNIFICATION

Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part for any act or omission of Contractor, its subcontractors, and its agents, servants, or employees, incidental to the performance of this contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands, and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way Contractor's liability, but is solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Contractor or Contractor's agents' performance hereunder.

8. COMPENSATION

In consideration of the consultant services to be performed pursuant to this Agreement, the County agrees to make payment to Contractor in the total amount of \$34,500, plus approved expenses.

A. Other Approved Expenses:

1. General liability insurance cost share in an amount not to exceed \$2000
2. Meals and mileage according to IRS rates
3. Parking
4. Lodging
5. Other negotiated expenses

9. PAYMENT

Contractor shall provide an invoice to the County on a monthly basis, which includes a written statement of services provided. County agrees to pay pursuant to said invoice within thirty (30) days of receipt and approval. The County reserves the right to deny payment if sufficient information is not provided by Contractor to justify the requested payment.

10. RECORDS AUDITING AND RETENTION

The County, its authorized representative(s) or the State Auditor, shall have full access to all records relating to the performance of this Agreement.

The Contractor agrees to maintain records relating to all services provided by it under the terms of this Agreement and shall retain all such documentation for six (6) years following the termination of this Agreement. Such records shall be made available for audit or inspection at any time upon the request of the County or its authorized representative.

11. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to Itasca County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished by the County, be delivered to the County upon request, or in any event, upon the determination of final performance or termination of this Agreement.

12. NON-DISCLOSURE OF INFORMATION OR DATA

Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the date. No private or confidential data developed, maintained or reviewed by Contractor under this Agreement may be released to the public by Contractor or its employees or representative. County shall prominently mark all data shared with Contractor with the data's classification under the Minnesota Government Data Practices Act.

It is further understood that Contractor shall not, unless otherwise authorized by County, disclose any information to the media or others third parties relating to the specific details of any documents, discussions, or meetings which may arise during the performance of services under this Agreement. All requests for data or information from third parties shall be directed to the County for response.

13. COMPLIANCE WITH NONDISCRIMINATION LAWS

The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age. When required by law and requested by the County, Contractor shall furnish a written affirmative action plan.

The Contractor further agrees to comply with all federal, state and local laws or ordinances and all applicable rules, regulations and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

14. MODIFICATIONS/ADDENDA

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Contractor. This Agreement shall supersede all other oral and written agreements prior to execution of this document.

15. TERMINATION

This contract may be terminated by either party at any time, with or without cause, upon thirty (30) days' written notice delivered by mail or in person to the other party, unless termination is by the County for failure of Contractor to follow County policy or direction, in which case termination may be immediate and may be by verbal notice.

16. INSURANCE

The following insurance must be maintained for the duration of this contract. Itasca County must be named as certificate holder and an additional insured. Certificate of Insurance for each policy must be on file with the Itasca County Risk Manager within 10 days of execution of this contract and prior to commencement of any work under this contract. Each certificate must include a 10 day notice of cancellation, non-renewal, or material change to all named and additional insured's.

The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

A. General Liability Insurance

- | | |
|--|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Completed Aggregate | \$2,000,000 |
| 3. Each Occurrence | \$1,000,000 |
| Combined Bodily Injury and Property Damage | |

B. Business Automobile Liability Insurance

1. \$500,000 Each Person.
2. \$1,500,000 Each Occurrence.
3. May use umbrella coverage to meet min.
4. Must cover owned, leased, or rented vehicles.

C. Workers' Compensation

Per statutory requirements.

D. Professional Liability Insurance

Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate.

17. NOTICES/COMMUNICATIONS

All notices and demands pursuant to this Agreement shall be directed in writing to:

Contractor

Loren Solberg Consulting, LLC
2114 SW 3rd Ave
Grand Rapids, MN 55744

County

Itasca County Administrator
123 NE 4th St Room 103
Grand Rapids, MN 55744

18. WAIVER

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the State of Minnesota.

19. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

If the Contractor is hired by another organization and, during the course of representing that organization, there develops a potential conflict of interest, the Contractor will immediately notify the County Administrator, and confer to determine if a conflict exists. If it is determined in the sole discretion of the County that a conflict of interest exists, the Contractor will not represent the organization on that or any similar issue and represent only the interests of the County.

Additionally, if the Contractor determines that a conflict of interest exists, the County will be immediately notified and the consultant will represent only the interest of the County.

20. FINAL AGREEMENT

This Agreement constitutes the entire agreement between Contractor and the County and supersedes all prior written or oral agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS THEREOF, the parties have set their hands as follows:

CONTRACTOR

BY: _____

COUNTY OF ITASCA

BY: _____
Chair, Itasca County Board

BY: _____
County Board Clerk

APPROVED AS TO FORM AND EXECUTION

BY: _____
County Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN ITASCA COUNTY AND LOREN SOLBERG CONSULTING**

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WITNESSETH:

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Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws;

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

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Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Contractor. This Agreement shall supersede all other oral and written agreements prior to execution of this document.

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This contract may be terminated by either party at any time, with or without cause, upon thirty (30) days' written notice delivered by mail or in person to the other party, unless termination is by the County for failure of Contractor to follow County policy or direction, in which case termination may be immediate and may be by verbal notice.

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The following insurance must be maintained for the duration of this contract. Itasca County must be named as certificate holder and an additional insured. Certificate of Insurance for each policy must be on file with the Itasca County Risk Manager within 10 days of execution of this contract and prior to commencement of any work under this contract. Each certificate must include a 10 day notice of cancellation, non-renewal, or material change to all named and additional insured's.

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A. General Liability Insurance

- | | |
|--|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Completed Aggregate | \$2,000,000 |
| 3. Each Occurrence | \$1,000,000 |
| Combined Bodily Injury and Property Damage | |

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1. \$500,000 Each Person.
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3. May use umbrella coverage to meet min.
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Contractor

Loren Solberg Consulting, LLC
2114 SW 3rd Ave
Grand Rapids, MN 55744

County

Itasca County Administrator
123 NE 4th St Room 103
Grand Rapids, MN 55744

18. WAIVER

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the State of Minnesota.

19. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

If the Contractor is hired by another organization and, during the course of representing that organization, there develops a potential conflict of interest, the Contractor will immediately notify the County Administrator, and confer to determine if a conflict exists. If it is determined in the sole discretion of the County that a conflict of interest exists, the Contractor will not represent the organization on that or any similar issue and represent only the interests of the County.

Additionally, if the Contractor determines that a conflict of interest exists, the County will be immediately notified and the consultant will represent only the interest of the County.

20. FINAL AGREEMENT

This Agreement constitutes the entire agreement between Contractor and the County and supersedes all prior written or oral agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS THEREOF, the parties have set their hands as follows:

CONTRACTOR

BY: 

COUNTY OF ITASCA

BY: 

Chair, Itasca County Board

BY: 

County Board Clerk

APPROVED AS TO FORM AND EXECUTION

BY: 

County Attorney



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1936

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

2022-2024 Labor Contract - Local 580 Health & Human Services Unit

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the 2022-2024 collective bargaining agreement for Local 580 Health & Human Services Unit.

BACKGROUND:

The labor management committee has been negotiating the 2022-2024 collective bargaining agreement with local 580. This collective bargaining agreement has been voted on and approved by the Local 580 Health & Human Services Unit unit and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2022-2024 580 cba - Final 12-17-2021

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

LABOR AGREEMENT

BETWEEN

COUNTY OF ITASCA

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

LOCAL UNION NO. 580

(HEALTH AND HUMAN SERVICES UNIT)

JANUARY 1, 2022 – DECEMBER 31, 2024

TABLE OF CONTENTS

ARTICLE 1. PURPOSE OF AGREEMENT	1
ARTICLE 2. RESPONSIBILITIES OF PARTIES	1
ARTICLE 3. DEFINITION OF REGULAR EMPLOYEE AND EMPLOYER	3
ARTICLE 4. RECOGNITION	3
ARTICLE 5. FAIR SHARE FEE, PAYROLL DEDUCTION.....	4
ARTICLE 6. HOURS OF WORK, LUNCH PERIOD AND REST PERIODS	4
ARTICLE 7. HOLIDAYS	6
ARTICLE 8. VACATION.....	7
ARTICLE 9. SICK LEAVE	9
ARTICLE 10. BEREAVEMENT LEAVE.....	11
ARTICLE 11. LEAVES OF ABSENCE	12
ARTICLE 12. SENIORITY.....	13
ARTICLE 13. SUSPENSION AND DISCHARGE.....	16
ARTICLE 14. GRIEVANCE PROCEDURE.....	16
ARTICLE 15. PAY PLAN	18
ARTICLE 16. GENERAL PROVISIONS	19
ARTICLE 17. GROUP INSURANCE BENEFITS	20
ARTICLE 18. SEPARABILITY	25
ARTICLE 19. DRUG AND ALCOHOL TESTING.....	25
ARTICLE 20. DURATION OF AGREEMENT	27
APPENDIX A-PAY PLANS	28
APPENDIX B-RETIREEES	31

This Agreement, dated the first day of January in the year of 2022 is entered into between the County of Itasca, hereinafter referred to as the Employer, and Local #580 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE 1. PURPOSE OF AGREEMENT

Section A.

It is the intent and purpose of the parties to set forth the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed by the parties, as per P.E.L.R.A., Minnesota Statutes 179A.06, Subd. 1.

Section B.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by the employee or the Union of a violation by the Employer of this Agreement. As the 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. RESPONSIBILITIES OF PARTIES

Section A.

Each of the parties to this Agreement acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section B.

The Employer, including its managers, supervisors and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section C.

The Union, including its officers, representatives and all of its members, is firmly bound to observe the conditions of this Agreement.

Section D.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. The Employer will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.
2. The applicable procedure of this Agreement will be followed for the settlement of all grievances which shall be considered carefully and processed promptly in accordance with procedures provided herein.

Section E.

The Union agrees that neither it nor any of its officers or members will engage in any Union activities on Employer time or engage any other employees in such Union activities while such employees are on Employer time.

The Union, its officers, agents and members, agree that for the duration of this Agreement, there shall not be strikes, sit-downs, slowdowns, stoppages of work nor any acts of any similar nature which would interfere with production; no picketing of any kind or form, however peaceful; and that it will not otherwise permit, countenance or suffer the existence or continuance of any kind of these acts except those expressly permitted by statute (PELRA, Minnesota Statute Chapter 179A).

The right of the Employer to discipline an employee for violation of this Agreement shall be limited to the failure of such employee to discharge the employee's responsibilities as an employee and may not in any way be based upon failure of such employee to discharge responsibilities as a representative or officer of the Union. However, representatives or officers of the Union remain subject to discipline in the same manner as other employees for their acts as employees.

Section F.

The Employer agrees that when negotiations/mediations are held during normal working hours, 5 Union committee members will be paid for a normal day of work.

ARTICLE 3. DEFINITION OF REGULAR EMPLOYEE AND EMPLOYER

Section A.

The term "regular employee", as used in this Agreement, shall mean any employee who has been employed by the Itasca County Health and Human Services Department or appointed to work for the Itasca County Health and Human Services Department by an authorized supervisor or department head and who works regularly full-time or regularly part-time 14 hours per week or more and who has completed a probationary period.

Section B.

The Employer is the Itasca County Board of Commissioners.

ARTICLE 4. RECOGNITION

Section A.

The Employer hereby recognizes Local Union #580, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes in the unit composed of all employees of the Itasca County Health and Human Services Department, Grand Rapids, Minnesota, who work more than 14 hours per week or more than 67 days per year, excluding the Human Services Director and the Social Welfare Supervisor positions as managerial employees, and excluding confidential and supervisory employees.

Section B.

The Employer agrees to a policy whereby that during and for the duration of this Agreement, it will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are defined either individually or collectively which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive representative agency for such employees.

Section C.

No discrimination shall be exercised against any employee because of Union membership or because of any protected class as defined in federal, state statute or rule.

Section D.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 5. FAIR SHARE FEE, PAYROLL DEDUCTION

Section A.

Upon receipt of a written notice by an employee to deduct from salary Union dues, initiation fees, and/or other Union approved deductions established by the Union, the Employer agrees to make such payroll deductions and to remit the proceeds to the Union.

Section B.

The Employer may deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3 (as amended).

Section C.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought against the Employer under all provisions of this Article.

ARTICLE 6. HOURS OF WORK, LUNCH PERIOD AND REST PERIODS

Section A.

Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday-Friday. (MN statute 373.052)

Section B.

The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and work days for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees

shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

Section C.

While ensuring that service needs are met, employees may take a 15-minute break during each 4-hour shift. Rest breaks may not be used to shorten the work day. Employees shall receive a 30-minute non-paid meal period taken during the middle of each shift.

Section D.

When a supervisor authorizes an employee to work overtime, the employee may opt to be paid for the overtime hours worked or may opt to be paid for part of the overtime hours worked and take part of the hours worked as compensatory time. Compensatory time off shall be subject to the approval of the employee's supervisor or Human Services Director. Overtime pay or compensatory time at the 1 ½ times rate shall be payable to an employee only after 40 hours of work in a work week. Compensatory time off, vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Section E.

The establishment and continuation of flexible work schedules shall be agreed upon by the Unit Supervisor, the Agency Director, and the employee. Unit Supervisors will meet and confer with employees in their department to work out details of flexible work schedules. Consideration of employee requests for flexible schedules are at the discretion of the employer. Approval or denial shall be based on articulable operational needs and shall not be arbitrary or capricious. Failure to reach an agreement on a flexible work schedule shall not be grievable.

For employees on approved flextime schedules, the normal work week shall consist of 40 hours in a work week based on a consistent scheduling procedure.

Section F.

Call-Out is defined as the return of an employee to a specified worksite to perform emergency duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back, nor is phone support.

- 1) If an employee is called back to the worksite after completing the regular work day or is called out to a worksite during the employee's regular scheduled time and/or day off, the employee shall receive a minimum of 2 hours pay at the straight hourly rate.
- 2) Emergency technical support: If an employee receives a phone call, text message or other communication from authorized individuals outside the hours of their scheduled shift that is beyond de minimis under the Fair Labor Standards Act (FLSA), the employee shall receive 1 ½ time for all time worked with a minimum of 1 hour of pay.
- 3) If an employee is required to work the greater of the hours detailed in 1 & 2 above, the employee will not receive call-out pay but will be paid at 1 ½ time for all hours worked based on the starting time of the call-out.

Section G.

Local 580 Employees who are scheduled to be On-Call shall be compensated at the rate of \$3.00 per hour for each hour they are scheduled to be On-Call. The On-Call requirements and schedule shall be as established by management and may be amended from time to time. Local 580 employees who are dispatched to work while scheduled to be On-Call shall be compensated at the rate of 1 ½ times the regular rate of pay for all hours worked in excess of 40 hours per week.

When an employee is on call and is called into work, the On-Call pay ceases and the 1 ½ times pay for all hours worked begins. While it may be possible to return to on-call pay if the work ends before the on-call shift ends, the employee returns to on-call pay for the remainder of the shift. In no case may an employee receive both on call pay and hours worked pay for the same hours.

ARTICLE 7. HOLIDAYS

Section A.

For the purpose of this Agreement, the following days shall be paid holidays:

New Year's Day
 Martin Luther King Day
 President's Day
 Memorial Day
 Independence Day
 Labor Day

Thanksgiving Day
 Day after Thanksgiving
 Veteran's Day
 Christmas Eve Day
 Christmas Day
 3 Floating Holidays

Section B.

When New Year's Day, Fourth of July, Christmas Eve Day, Christmas Day or Veterans Day fall on a Sunday, the following day shall be the holiday. When New Year's Day, Fourth of July, Christmas Eve Day, Christmas Day or Veterans Day fall on a Saturday, the preceding day shall be the holiday. When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

Section C.

When a paid holiday falls during an employee's scheduled vacation, he/she shall receive an additional day off with pay or an additional day's pay in lieu of a day off.

Section D.

Eligibility for Floating Holiday:

: Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday May 1st and 1 floating holiday September 1st.

Section E.

All floating holidays must be used by December 31st of the year or they will be lost.

ARTICLE 8. VACATION

Section A.

Each employee who has received permanent status shall receive an annual vacation with pay based on a bi-weekly accumulation based on vacation days figured at a rate dependent on years of service with the department. The following table gives these rates:

Completed Years of Service	Rate of Accumulation of Vacation Days Per	Num. of Working Days of Vacat.
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Pay Period		time earned/yr.
0 - 5	3.693 hours	96.018 hours
6 - 10	5.539	144.014
11-19	7.385	192.010
Beginning w/ 20 th year	7.693	200.018 hours

Section B.

A new probationary employee may accumulate vacation hours at the rate of 3.693 hours per pay period, but may not use any of these hours for vacation until the employee has obtained permanent status.

Section C.

In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among the employees.

Section D.

Should an employee's sick leave benefit be exhausted, the employee shall have the right to request and receive all vacation credit due at that time, irrespective of the established vacation period explained in Section C above.

Section E.

Upon termination of employment for any reason of employees who have attained permanent status, any accumulated vacation credit, including pro rata payments for periods of less than one year, shall be paid.

Section F.

Unused vacation leave may be accumulated to a maximum of 273 hours per pay period with a year end (12/31) maximum of 248 hours. In the event an employee has an accumulation of 248 hours or more effective on December 31st, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 25 hours and all additional hours shall be lost.

ARTICLE 9. SICK LEAVE

Section A.

For the first 12 months of service for the County, employees shall earn 1.847 hours of sick leave for each pay period of service. Thereafter, Section B shall be applicable.

Section B.

All regular employees shall earn sick leave at the rate of 3.693 hours for each pay period of service, accumulative to 1,004 hours. Each employee who has reached the maximum of 600 hours accumulated leave shall be granted 1.847 hours of bonus vacation for each pay period of service that the maximum is maintained. Bonus vacation shall be recorded and added to the employee's basic vacation program. Employees begin accumulating sick leave as of the date of employment and may use sick leave during the probationary period.

An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian.

Section C.

In the event of an employee's death while employed for the county, 100% of his/her accrued sick leave shall be paid out to the surviving spouse or to the estate of the employee who passed away. Any payment made upon termination due to death shall be paid in accordance with federal and state regulations.

Section D.

Upon termination of employment an employee shall allocate as severance pay 70% of the employees' accumulated but unused sick leave from first date of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid, at the employee's option, in 1 lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The 30% balance shall be deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Any payments made upon termination due to death will be paid in accordance with state and federal regulations.

An employee will not receive severance pay if:

The employee has less than 5 years of continuous service with Itasca County.

2. The employee is terminated by the Employer for just cause for a job-related occurrence. (A determination of just cause by an arbitrator or court shall be binding on a determination of severance pay eligibility).

For employees hired after January 1, 1994, the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

For Public Health nurses hired prior to January 1, 1994, the maximum County payment for the 70%-dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$20,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of \$20,000 at retirement for use for any purpose

permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Section E. (May be removed with County-wide policy and exhaustion of current 580 Sick Leave Pool hours. Further contributions to the 580 pool will cease with adoption of county-wide policy.)

Sick Leave Pool. Employees may voluntarily donate one or more vacation days to a Sick Leave Pool. These donated days may be used by bargaining unit members for hospitalization or major medical problems when they have exhausted their own sick leave and vacation days. Contributions to the Pool must be submitted on January 1 and shall be recorded on the Electronic Timekeeping System during January of each year. The Executive Board of Local 580 shall make the determination for eligibility, allocation and usage.

Section F.

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and takes a position in AFSCME Local 580, the employee will continue as a NOT capped employee in AFSCME Local 580.

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and takes a position in AFSCME Local 580, the employee will be allowed to keep the higher cap limit.

ARTICLE 10. BEREAVEMENT LEAVE

Section A.

Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. 16 additional hours of Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,

- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian

ARTICLE 11. LEAVES OF ABSENCE

Section A.

All requests for a leave of absence shall be submitted in writing by the employee to the employee's supervisor as soon as the need for such leave is known.

Section B.

Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Section C.

Family and Medical Leave Act (FMLA) leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer. FMLA leave is available for use after all requirements have been met.

Section D.

After an employee has used all accumulated sick leave, vacation, compensatory time, floating holidays, any other paid time, and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

Section E.

1. A leave of absence without pay may be granted by the department head for a period not to exceed 80 hours in each calendar year.
2. A leave of absence in excess of 80 working hours may be granted by the County Administrator.
3. No leaves of absence shall be granted for an employee to engage in other employment.

ARTICLE 12. SENIORITY

Section A.

Seniority standing shall be granted to all employees who have attained permanent status by completing 6 months of a probationary period. The seniority date of employees attaining such permanent status shall be the first day of employment. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder.

Seniority lists shall be brought up-to-date on March 1st of each calendar year. A copy of the seniority list shall be sent by mail to the President of the Union and Business Agent.

Section B.

An employee shall lose his/her seniority standing in the following situations:

- a. Voluntary resignation from Itasca County;
- b. discharge for just cause;
- c. retirement;
- d. failure to accept recall from layoff;

Section C.

1. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off, by classification, in the inverse order of their

seniority, provided all probationary, temporary, emergency, provisional or limited term employees are laid off first.

2. Employees shall be recalled from layoff to a position in the classification according to their classification seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled. There shall be 3 year recall limit on layoffs.
3. In the event of a layoff, a reduction in force, or elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work in any department, provided the employee has the necessary qualifications to perform the duties of the job involved. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs.
4. Equal Seniority. If 2 or more persons in the class in which layoff occurs have equal seniority, the order of layoff shall be in inverse order of the date of acquisition of permanent status in the class. If a tie still remains, the order of layoff shall be determined by the average of the last 2 service ratings, if available, or the last service rating if only 1 is available and the employee with the lowest such average or rating shall be laid off first. If no service ratings are available, the order of layoff shall be determined by the appointing authority in such a way as to retain in the agency the employee(s) considered most valuable.
5. Notice. The appointing authority shall notify in writing the employee and the supervisor at least 10 working days before the effective date of the layoff and shall state the reason for the layoff. If the appointing authority fails to certify before the effective date thereof that the layoff was for reasons not reflecting discredit on the employee, it shall be deemed a dismissal and shall be subject to the rules regarding dismissal.
6. Darlene Childs, hired on 5/17/93, classified as an Eligibility Specialist, shall be grandfathered the right to bump a less senior Child Support Officer in the event of the elimination or reduction of the grade 8 position.

Section D.

Notice of all vacancies and newly-created positions shall be emailed to all employees', and the employees shall be given 5 days time in which to apply for the vacancy or new position. The senior qualified applicant shall be transferred to the job. For lead work positions, the employer shall select applicants based on a combination of experience, education, leadership and seniority. The Employer shall determine whether or not an employee is qualified for a job. In the event that a senior employee is not given a vacant or newly created position, upon written request, he/she shall be given a written explanation as to why they did not get the job. This matter shall be subject to the grievance procedure if the Union disagrees with the Employer's decision.

An employee who is awarded a posting for another Local 580 bargaining unit position shall have the right to a non-grievable 15 working day trial period. If during the 15 working day trial period, the employee determines they wish to return to their previous position via written notice to the hiring authority OR the hiring authority determines the employee is not performing satisfactorily via written notice to the employee, the employee may choose to return to their previous position and rate of pay. The 15 working day trial period will count towards the 6-month probation. The employee's seniority in the prior posting and/or department will be retained during the 15 working day trial period.

Section E.

Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, promotion or discharge.

Section F.

Upon the absent regular full-time or part-time employee informing the County that s/he will not return to the job or 12 months has expired from the day the absent regular full-time or part-time employee originally went on leave or workers compensation—whichever occurs first—the County shall post the position according to the Labor Agreement within 30 working days or abolish the position.

Section G.

An employee of the 580 bargaining unit who transfers to a county position outside of the 580 bargaining unit, shall have their earned 580 bargaining unit seniority frozen. Current 580 bargaining unit employees shall be given priority in filling 580 vacancies over other county employees. An employee returning to a position within the 580 bargaining unit shall be credited with their previously earned 580 bargaining unit seniority. An employee returning

to the 580 bargaining unit shall not be eligible for transfer to other 580 bargaining unit positions for a period of six (6) months from their return date and shall have a permanent adjusted seniority date for purposes of transfer, position reduction, or lay-off. The employee's overall seniority from date of hire shall be applicable for all other employee benefits. The Employer shall be held harmless for unintentional errors in employee records under this Section.

ARTICLE 13. SUSPENSION AND DISCHARGE

Section A.

Suspensions, discharges and transfers to a lower class shall be subject to the grievance procedure, and the employee shall be provided in advance, of such action, with documentation of the evidence gathered to support such action. This shall be provided 2 days prior to such action.

ARTICLE 14. GRIEVANCE PROCEDURE

A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCES through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, 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.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 14 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCES as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority.

A. 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 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 30 days following close of the hearing or 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.

C. 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.

ARTICLE 15. PAY PLAN

Section A.

All new employees and current employees offered a job change shall be on probation for a period of 6 months of time worked, excluding overtime. During the probationary period the supervisor must provide feedback to the employees regarding performance. An employee's probation may be extended only for non-performance related reasons for an additional period of 10 days, not to exceed 3 months. When the employee successfully completes probation, a 1 step increase shall be granted.

Section B.

Each employee shall be considered for 1 step merit increase on the employee's anniversary date of employment and shall be granted such merit increase unless denied the merit increase for good and sufficient reasons of which the employee has been given specific written notice at least 30 days prior to the anniversary date of such denial. The Employer shall notify the Union of the fact that they are denying the merit increase, but need not outline to the Union specific reasons for this denial. The employee shall have

the right of appeal through the normal grievance procedure based on any specific reasons for the denial as outlined to the employee by the Employer.

Section C.

- (a) The compensation schedule for personnel of the Itasca County Health and Human Service Department shall be the following schedule to be effective January 1, 2022, through December 31, 2024. All employees that are covered under the terms of this Agreement shall be compensated in accordance with the compensation plan attached to this Agreement as Appendix A. All employees that are covered under the terms of this Agreement shall remain at the same numerical step that is prevalent under the existing compensation plan. Employees of this bargaining Agreement will receive effective 01/01/2022 a 2% increase 01/01/2023 a 2% increase and 01/01/2024 a 2.65% increase.

Section D.

Payroll periods shall be bi-weekly. There shall be a 1 bi-weekly payroll period hold-back. Hourly rates will be computed by dividing the then-current annual salary of a full-time employee by 2080.

Section E.

When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to but no less than the employee's current pay, plus 1 step.

ARTICLE 16. GENERAL PROVISIONS

Section A.

Part time employees working 20 or more hours per week shall receive pro-rated vacation, sick leave and holidays. A part time employee must be regularly scheduled to work at least 20 hours per week in order to be eligible for the same Employer contribution to insurance benefits as full time employees.

ARTICLE 17. GROUP INSURANCE BENEFITS

Section A. Eligibility

I. Active Employees: All regular employees shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed. They shall be eligible for life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed. They shall become eligible for dental insurance after completing 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis. Authorized sick leave, vacation time, compensatory time, any other paid time off, and an authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company. Regular employees who are temporarily laid off for more than 30 days (not FMLA covered), or who are on authorized unpaid leave of absence of more than 30 days, may continue their insurance coverage by paying the full amount of the premiums themselves during the period of such layoff or leave of absence. At the time of approved leaves of absence, or orders of temporary layoffs, the County shall provide a written statement to the affected employee advising of the status of insurance coverage during the period of absence. Upon returning to work, such employee need not re-establish eligibility.

Employees who leave Employer employment must have worked at least 80 working hours during the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is cancelled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which such employees return to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

Accrued earned leave (i.e. vacation, sick, comp) and holidays shall be considered such days so worked. Employees who voluntarily terminate such employment without due notice to the department head, unless such termination without notice is approved by

the head, shall forfeit all rights to such Employer contributions. Employees who are discharged for cause shall forfeit all rights to such Employer contributions.

II. Total Disability: All regular employees who qualify for a total disability pension under the eligibility stipulations set up by the Minnesota Public Employees Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital/medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

III. Retired Employees

Definition: "retiree" or "to retire" means leaving Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any retired employees right to continue under a previous agreement from which they have been entitled to insurance benefits. (For retiree coverage, see Sec. B, II, Retired Employees).

Section B. Coverage

I. Group Life Insurance:

Active Employees: The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$25,000.00 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 70 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

II. Group Hospital and Medical Insurance:

Active Employees:

A. The High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer will pay 80% of the annual deductible via an HSA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

B. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs. The premium participation for said plans shall be 80 percent by the Employer and 20 percent by the employee.

C. In the event during the term of this Agreement the County Board elects to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital medical insurance and dental insurance plans covering the employees under this Agreement, if such alternative should become available. It is understood that the employees' and Union's rights as provided by State and Federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as Minn. Stat. Section 471, MN. Comprehensive Health Insurance Act 62E.03, etc.).

D. Employee's portion of health insurance premiums only shall be split between the first and second payroll of each month. The split shall be as close to even as possible.

E. Group Dental Insurance - Active Employees Only: The Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The Employer shall pay the full single premium and 80 percent of

the dependents' cost of said insurance. The employee shall pay 20 percent of the dependent's cost of said insurance.

The maximum annual benefit is \$1,500 per person.

The employee shall have the option to enroll in the program within 30 days of completion of the required probationary period, or during an open enrollment period.

Flexible Spending Account:

The County may provide flexible spending account programs. Employees may elect to participate.

Retired Employees:

Failure on the part of any employee to apply for and obtain such health insurance coverage for which the retiree may be eligible, shall have the effect of cancelling the retiree's ability to enroll and the County shall have no further obligations or liabilities thereunder.

Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. Premium participation shall be: The Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall be paid by the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted.

For employees hired after January 1, 1994, the maximum County payment for retirement group insurance premiums shall not exceed \$10,000. For Public Health nurses hired before January 1, 1994, the maximum County payment for retirement group insurance premiums shall not exceed \$20,000.

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance and takes a position in AFSCME Local 580, the employee will continue as a NOT capped employee in AFSCME Local 580.

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is capped with a higher cap for purposes of retiree health insurance and takes a position in AFSCME Local 580, the employee will be allowed to keep the higher cap limit.

Post Health Care Savings Plan

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, on-call, shift differential, meals, severance pay, overtime).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

INSURANCE ADVISORY COMMITTEE

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

Local 639	2 representatives
Local 639A	2 representatives
Local 1626	2 representatives
Local 1452	2 representatives
Local 580	2 representatives
Itasca Co. Non-Contract Empl.	1 representative
Itasca Co. Elected Off/Dept. Hd.	1 representative
Itasca Co. Asst. Attorneys Assn.	1 representative
Itasca County Employees Assn.	1 representative
Itasca Co. Confidential Employees' Assoc.	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

ARTICLE 18. SEPARABILITY

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and, if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

The Employer and the Union agree that they will meet within a 30 day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 19. DRUG AND ALCOHOL TESTING

Section A.

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 20. DURATION OF AGREEMENT

Section A.

Except as otherwise provided, this Agreement shall continue in full force and effect until December 31, 2024. Either of the parties shall be required to submit written notice at least 90 days prior to termination of the Agreement for the purpose of negotiating a new Agreement. If settlement on a new agreement cannot be reached within the provided 90 days, the present Agreement shall remain in effect until a new settlement has been reached.

**Itasca County Board
of Commissioners**

Burl Ives
County Board Chair

Brett Skyles
County Administrator

Local 580, AFSCME, AFL-CIO

Local 580 President

Union Staff Representative

APPENDIX A-PAY PLANS

APPENDIX A										
01/01/2022 580 ANNUAL PAY PLAN			2.00% on 2021 base							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$17.49	\$18.11	\$18.71	\$19.35	\$20.03	\$20.73	\$21.51	\$22.35	\$23.17	GRADE 1
GRADE 2	\$17.90	\$18.50	\$19.14	\$19.81	\$20.49	\$21.20	\$22.00	\$22.85	\$23.73	GRADE 2
GRADE 3	\$18.37	\$18.99	\$19.66	\$20.33	\$21.04	\$21.78	\$22.62	\$23.49	\$24.36	GRADE 3
GRADE 4	\$18.97	\$19.64	\$20.29	\$21.02	\$21.76	\$22.52	\$23.39	\$24.28	\$25.18	GRADE 4
GRADE 5	\$19.61	\$20.28	\$20.97	\$21.72	\$22.48	\$23.30	\$24.17	\$25.11	\$26.06	GRADE 5
GRADE 6	\$20.28	\$20.99	\$21.72	\$22.48	\$23.30	\$24.12	\$25.05	\$25.99	\$26.99	GRADE 6
GRADE 7	\$21.20	\$21.95	\$22.73	\$23.53	\$24.37	\$25.25	\$26.20	\$27.20	\$28.26	GRADE 7
GRADE 8	\$22.33	\$23.09	\$23.90	\$24.76	\$25.65	\$26.58	\$27.58	\$28.67	\$29.77	GRADE 8
GRADE 9	\$23.61	\$24.42	\$25.28	\$26.18	\$27.11	\$28.11	\$29.17	\$30.31	\$31.50	GRADE 9
GRADE 10	\$25.07	\$25.96	\$26.92	\$27.87	\$28.88	\$29.92	\$31.06	\$32.28	\$33.53	GRADE 10
GRADE 11	\$26.70	\$27.68	\$28.67	\$29.71	\$30.77	\$31.92	\$33.16	\$34.43	\$35.77	GRADE 11
GRADE 12	\$28.65	\$29.69	\$30.75	\$31.90	\$33.07	\$34.28	\$35.60	\$37.00	\$38.42	GRADE 12
GRADE 13	\$30.90	\$32.00	\$33.19	\$34.41	\$35.68	\$37.00	\$38.46	\$39.93	\$41.51	GRADE 13
GRADE 14	\$33.36	\$34.59	\$35.87	\$37.19	\$38.59	\$40.01	\$41.58	\$43.21	\$44.89	GRADE 14
GRADE 15	\$36.18	\$37.55	\$38.91	\$40.38	\$41.89	\$43.46	\$45.17	\$46.93	\$47.55	GRADE 15
GRADE 16	\$39.54	\$41.00	\$42.56	\$44.15	\$45.83	\$47.55	\$49.40	\$51.34	\$53.35	GRADE 16
GRADE 17	\$43.28	\$44.89	\$46.59	\$48.36	\$50.17	\$52.08	\$54.12	\$56.23	\$58.45	GRADE 17
GRADE 18	\$47.37	\$49.16	\$51.04	\$52.95	\$54.97	\$57.04	\$59.30	\$61.63	\$64.06	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX A										
01/01/2022 580 ANNUAL PAY PLAN			2.00% on 2021 base							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$36,379.20	\$37,668.80	\$38,916.80	\$40,248.00	\$41,662.40	\$43,118.40	\$44,740.80	\$46,488.00	\$48,193.60	GRADE 1
GRADE 2	\$37,232.00	\$38,480.00	\$39,811.20	\$41,204.80	\$42,619.20	\$44,096.00	\$45,760.00	\$47,528.00	\$49,358.40	GRADE 2
GRADE 3	\$38,209.60	\$39,499.20	\$40,892.80	\$42,286.40	\$43,763.20	\$45,302.40	\$47,049.60	\$48,859.20	\$50,668.80	GRADE 3
GRADE 4	\$39,457.60	\$40,851.20	\$42,203.20	\$43,721.60	\$45,260.80	\$46,841.60	\$48,651.20	\$50,502.40	\$52,374.40	GRADE 4
GRADE 5	\$40,788.80	\$42,182.40	\$43,617.60	\$45,177.60	\$46,758.40	\$48,464.00	\$50,273.60	\$52,228.80	\$54,204.80	GRADE 5
GRADE 6	\$42,182.40	\$43,659.20	\$45,177.60	\$46,758.40	\$48,464.00	\$50,169.60	\$52,104.00	\$54,059.20	\$56,139.20	GRADE 6
GRADE 7	\$44,096.00	\$45,656.00	\$47,278.40	\$48,942.40	\$50,689.60	\$52,520.00	\$54,496.00	\$56,576.00	\$58,780.80	GRADE 7
GRADE 8	\$46,446.40	\$48,027.20	\$49,712.00	\$51,500.80	\$53,352.00	\$55,286.40	\$57,366.40	\$59,633.60	\$61,921.60	GRADE 8
GRADE 9	\$49,108.80	\$50,793.60	\$52,582.40	\$54,454.40	\$56,388.80	\$58,468.80	\$60,673.60	\$63,044.80	\$65,520.00	GRADE 9
GRADE 10	\$52,145.60	\$53,996.80	\$55,993.60	\$57,969.60	\$60,070.40	\$62,233.60	\$64,604.80	\$67,142.40	\$69,742.40	GRADE 10
GRADE 11	\$55,536.00	\$57,574.40	\$59,633.60	\$61,796.80	\$64,001.60	\$66,393.60	\$68,972.80	\$71,614.40	\$74,401.60	GRADE 11
GRADE 12	\$59,592.00	\$61,755.20	\$63,960.00	\$66,352.00	\$68,785.60	\$71,302.40	\$74,048.00	\$76,960.00	\$79,913.60	GRADE 12
GRADE 13	\$64,272.00	\$66,560.00	\$69,035.20	\$71,572.80	\$74,214.40	\$76,960.00	\$79,996.80	\$83,054.40	\$86,340.80	GRADE 13
GRADE 14	\$69,388.80	\$71,947.20	\$74,609.60	\$77,355.20	\$80,267.20	\$83,220.80	\$86,486.40	\$89,876.80	\$93,371.20	GRADE 14
GRADE 15	\$75,254.40	\$78,104.00	\$80,932.80	\$83,990.40	\$87,131.20	\$90,396.80	\$93,953.60	\$97,614.40	\$98,904.00	GRADE 15
GRADE 16	\$82,243.20	\$85,280.00	\$88,524.80	\$91,832.00	\$95,326.40	\$98,904.00	\$102,752.00	\$106,787.20	\$110,968.00	GRADE 16
GRADE 17	\$90,022.40	\$93,371.20	\$96,907.20	\$100,588.80	\$104,353.60	\$108,326.40	\$112,569.60	\$116,958.40	\$121,576.00	GRADE 17
GRADE 18	\$98,529.60	\$102,252.80	\$106,163.20	\$110,136.00	\$114,337.60	\$118,643.20	\$123,344.00	\$128,190.40	\$133,244.80	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX A										
01/01/2023 580 ANNUAL PAY PLAN				2.00% on 2022 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$17.84	\$18.47	\$19.08	\$19.74	\$20.43	\$21.14	\$21.94	\$22.80	\$23.63	GRADE 1
GRADE 2	\$18.26	\$18.87	\$19.52	\$20.21	\$20.90	\$21.62	\$22.44	\$23.31	\$24.20	GRADE 2
GRADE 3	\$18.74	\$19.37	\$20.05	\$20.74	\$21.46	\$22.22	\$23.07	\$23.96	\$24.85	GRADE 3
GRADE 4	\$19.35	\$20.03	\$20.70	\$21.44	\$22.20	\$22.97	\$23.86	\$24.77	\$25.68	GRADE 4
GRADE 5	\$20.00	\$20.69	\$21.39	\$22.15	\$22.93	\$23.77	\$24.65	\$25.61	\$26.58	GRADE 5
GRADE 6	\$20.69	\$21.41	\$22.15	\$22.93	\$23.77	\$24.60	\$25.55	\$26.51	\$27.53	GRADE 6
GRADE 7	\$21.62	\$22.39	\$23.18	\$24.00	\$24.86	\$25.76	\$26.72	\$27.74	\$28.83	GRADE 7
GRADE 8	\$22.78	\$23.55	\$24.38	\$25.26	\$26.16	\$27.11	\$28.13	\$29.24	\$30.37	GRADE 8
GRADE 9	\$24.08	\$24.91	\$25.79	\$26.70	\$27.65	\$28.67	\$29.75	\$30.92	\$32.13	GRADE 9
GRADE 10	\$25.57	\$26.48	\$27.46	\$28.43	\$29.46	\$30.52	\$31.68	\$32.93	\$34.20	GRADE 10
GRADE 11	\$27.23	\$28.23	\$29.24	\$30.30	\$31.39	\$32.56	\$33.82	\$35.12	\$36.49	GRADE 11
GRADE 12	\$29.22	\$30.28	\$31.37	\$32.54	\$33.73	\$34.97	\$36.31	\$37.74	\$39.19	GRADE 12
GRADE 13	\$31.52	\$32.64	\$33.85	\$35.10	\$36.39	\$37.74	\$39.23	\$40.73	\$42.34	GRADE 13
GRADE 14	\$34.03	\$35.28	\$36.59	\$37.93	\$39.36	\$40.81	\$42.41	\$44.07	\$45.79	GRADE 14
GRADE 15	\$36.90	\$38.30	\$39.69	\$41.19	\$42.73	\$44.33	\$46.07	\$47.87	\$48.50	GRADE 15
GRADE 16	\$40.33	\$41.82	\$43.41	\$45.03	\$46.75	\$48.50	\$50.39	\$52.37	\$54.42	GRADE 16
GRADE 17	\$44.15	\$45.79	\$47.52	\$49.33	\$51.17	\$53.12	\$55.20	\$57.35	\$59.62	GRADE 17
GRADE 18	\$48.32	\$50.14	\$52.06	\$54.01	\$56.07	\$58.18	\$60.49	\$62.86	\$65.34	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX A										
01/01/2024 580 ANNUAL PAY PLAN				2.65% on 2023 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$18.31	\$18.96	\$19.59	\$20.26	\$20.97	\$21.70	\$22.52	\$23.40	\$24.26	GRADE 1
GRADE 2	\$18.74	\$19.37	\$20.04	\$20.75	\$21.45	\$22.19	\$23.03	\$23.93	\$24.84	GRADE 2
GRADE 3	\$19.24	\$19.88	\$20.58	\$21.29	\$22.03	\$22.81	\$23.68	\$24.59	\$25.51	GRADE 3
GRADE 4	\$19.86	\$20.56	\$21.25	\$22.01	\$22.79	\$23.58	\$24.49	\$25.43	\$26.36	GRADE 4
GRADE 5	\$20.53	\$21.24	\$21.96	\$22.74	\$23.54	\$24.40	\$25.30	\$26.29	\$27.28	GRADE 5
GRADE 6	\$21.24	\$21.98	\$22.74	\$23.54	\$24.40	\$25.25	\$26.23	\$27.21	\$28.26	GRADE 6
GRADE 7	\$22.19	\$22.98	\$23.79	\$24.64	\$25.52	\$26.44	\$27.43	\$28.48	\$29.59	GRADE 7
GRADE 8	\$23.38	\$24.17	\$25.03	\$25.93	\$26.85	\$27.83	\$28.88	\$30.01	\$31.17	GRADE 8
GRADE 9	\$24.72	\$25.57	\$26.47	\$27.41	\$28.38	\$29.43	\$30.54	\$31.74	\$32.98	GRADE 9
GRADE 10	\$26.25	\$27.18	\$28.19	\$29.18	\$30.24	\$31.33	\$32.52	\$33.80	\$35.11	GRADE 10
GRADE 11	\$27.95	\$28.98	\$30.01	\$31.10	\$32.22	\$33.42	\$34.72	\$36.05	\$37.46	GRADE 11
GRADE 12	\$29.99	\$31.08	\$32.20	\$33.40	\$34.62	\$35.90	\$37.27	\$38.74	\$40.23	GRADE 12
GRADE 13	\$32.36	\$33.50	\$34.75	\$36.03	\$37.35	\$38.74	\$40.27	\$41.81	\$43.46	GRADE 13
GRADE 14	\$34.93	\$36.21	\$37.56	\$38.94	\$40.40	\$41.89	\$43.53	\$45.24	\$47.00	GRADE 14
GRADE 15	\$37.88	\$39.31	\$40.74	\$42.28	\$43.86	\$45.50	\$47.29	\$49.14	\$49.79	GRADE 15
GRADE 16	\$41.40	\$42.93	\$44.56	\$46.22	\$47.99	\$49.79	\$51.73	\$53.76	\$55.86	GRADE 16
GRADE 17	\$45.32	\$47.00	\$48.78	\$50.64	\$52.53	\$54.53	\$56.66	\$58.87	\$61.20	GRADE 17
GRADE 18	\$49.60	\$51.47	\$53.44	\$55.44	\$57.56	\$59.72	\$62.09	\$64.53	\$67.07	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B-RETIREEES

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1925

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

2022-2024 Labor Contract - Local 1626 Courthouse Unit

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the 2022-2024 collective bargaining agreement for Local 1626 Courthouse Unit.

BACKGROUND:

The labor management committee has been negotiating the 2022-2024 collective bargaining agreement with local 1626. This collective bargaining agreement has been voted on and approved by the local 1626 Courthouse unit and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Local 1626 2022-2024 Final - 12-17-21

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

AGREEMENT

between

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL #65
AND LOCAL COUNCIL #1626**

and

**THE COUNTY OF ITASCA, MINNESOTA
(COURTHOUSE UNIT)**

JANUARY 1, 2022 – DECEMBER 31, 2024

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT	1
ARTICLE 2. DEFINITION OF EMPLOYEES	1
ARTICLE 3. RECOGNITION	3
ARTICLE 4. RESPONSIBILITIES OF PARTIES	3
ARTICLE 5. CHECKOFF OF UNION DUES	4
ARTICLE 6. HOURS OF WORK.....	5
ARTICLE 7. HOLIDAY PROVISIONS.....	7
ARTICLE 8. VACATIONS.....	8
ARTICLE 9. SICK LEAVE	9
ARTICLE 10. SENIORITY.....	12
ARTICLE 11. PHYSICAL EXAMINATIONS	15
ARTICLE 12. CLOTHING ALLOWANCE.....	16
ARTICLE 13. SUSPENSIONS AND DISCHARGES	16
ARTICLE 14. GRIEVANCE PROCEDURE.....	16
ARTICLE 15. TIME OFF FOR UNION ACTIVITIES.....	18
ARTICLE 16. BULLETIN BOARD.....	19
ARTICLE 17. GENERAL PROVISIONS	19
ARTICLE 18. GROUP INSURANCE PROGRAM	19
ARTICLE 19. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS	25
ARTICLE 20. DRUG AND ALCOHOL TESTING POLICY	27
ARTICLE 21. SEPARABILITY	27
ARTICLE 22. DURATION OF AGREEMENT.....	28
APPENDIX A-Pay Plan	29
APPENDIX B-Retirees.....	32
APPENDIX C- MOU's & Letters of Understanding	33

AGREEMENT

This agreement, effective the first day of 2022, is made and entered into between the Itasca County Board of Commissioners, hereinafter referred to as the EMPLOYER, and Local 1626 of the American Federation of State, County and Municipal Employees, American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the UNION. The Employer and the Union will hereinafter be collectively referred to as the parties.

ARTICLE 1. PURPOSE OF AGREEMENT

SECTION A. It is the intent and purpose of the parties 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.

SECTION B. The provisions of the Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Union of a violation by the Employer of this Agreement. As the 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 grievance.

ARTICLE 2. DEFINITION OF EMPLOYEES

SECTION A. Definitions.

1. Regular Employee: The term "Regular Employee", as used in this Agreement, shall refer to employees described below. In all cases, a regular employee's seniority and anniversary date (first date of employment) shall be subject to Article 10, Section A).

- a. A full-time employee shall mean an employee who works a minimum of 40 hours per week, year-round, who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head and can accumulate 1040 consecutive hours on an hourly basis or 6 months on a monthly basis for the purpose of fringe benefits.
- b. A part-time employee shall mean an employee who works less than 8 hours per day or less than 40 hours per week, year round, who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head and can accumulate 1040 consecutive hours

on an hourly basis or 6 months on a monthly basis for the purpose of fringe benefits.

2. A Seasonal, Casual or Temporary Employee shall mean an employee whose employment is not anticipated to exceed 1040 consecutive hours, who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head.

SECTION B. Evaluation.

The Employer will keep a job description on file for each position created and approved by the County Board which is covered by this Agreement, whether the position is classified as regular full time or regular part time.

1. Full time and Part time Regular Positions: The County Board shall authorize, by resolution, each regular full time and part time position in each department before it is filled.

- a. The County Board shall designate, by resolution, the total number of employees that can be hired into any one job classification, and the total number of positions in any one department, whether the position is regular full time or regular part time. In order to hire an additional employee to exceed the limit allowed by the Board, the Board must pass a new resolution stating that the total allowed in the classification is hereby changed from (example) two to three.

2. Temporary Positions: Such positions do not have to be evaluated. All temporary positions shall follow the procedure in Article 18, Section A-6.

- a. The only time a temporary position requires an evaluation is if a department head wishes to create a regular part time or regular full-time position from a temporary position. A department head who wishes to reclassify a temporary position will notify the County Board, within 10 working days prior to the day that the temporary employee will complete 1040 consecutive hours in the position, or within 10 working days following a request to create a new full time or part time regular position in said department. If the County Board approves, the procedure as set forth in Section B-1 of this Article shall be followed.

SECTION C. Posting

1. Full time and Part time Regular Positions: After the position has been evaluated and approved by the County Board as a position for the appropriate department, the position will be posted as set out in Article 10, Section F.
2. Temporary Positions: Such positions do not require posting.

ARTICLE 3. RECOGNITION

SECTION A. The Employer hereby recognizes Local 1626 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all the employees of Itasca County, Minnesota, in the units composed of all regular full time and part time employees, excluding elected officials, appointed officials, employees of the Road and Bridge department, employees of the Sheriff's Department, employees of the Human Services Department, and confidential employees, as per certification by the Bureau of Mediation Services, State of Minnesota.

SECTION B. It has been agreed that the policy of the Employer be that during and for the duration of this Agreement, it will not enter into, establish or promulgate any Resolution, Agreement or Compact with or affecting such employees as are defined either individually or collectively which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employees.

SECTION C. Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the female or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 4. RESPONSIBILITIES OF PARTIES

SECTION A. Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement, as per PELRA, Minnesota Statutes 179A.06 and 179A.07.

SECTION B. The Employer including its managers, supervisors and representatives at all levels is firmly bound to observe the conditions of this Agreement.

SECTION C. The Union including its officers and representatives and all employees are firmly bound to observe the conditions of this Agreement.

SECTION D. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- I. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All Grievances shall be considered carefully and processed promptly in accordance with such procedures.
- II. There shall be no interference with the rights of the employees to become or continue as members of the Union.

SECTION E. No discrimination shall be exercised against any employee because of Union membership or because of any protected class as defined in federal, state statute or rule

ARTICLE 5. CHECKOFF OF UNION DUES

The Employer agrees to require the payroll department to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Union for Union dues or initiation fees, and/or other Union approved deductions established by the Union. Such deduction shall be made each month beginning with the month specified on the payroll deduction card. These deductions shall be transmitted to the financial secretary of the Union not later than the 10th of the following month along with a list of names of the employees from whom such pay deductions were made. The employee may terminate payroll deductions by giving 30 days written notice to the secretary of the local. The secretary shall notify the payroll department in writing within 5 days after receipt of such notice to stop deductions.

The Employer may deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3 (as amended).

The Union agrees to indemnify, hold the Employer harmless, and defend the Employer against any claim arising as a result of action taken by the Employer under all provisions of this Article.

ARTICLE 6. HOURS OF WORK

SECTION A. Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday – Friday (MN Statute 373.052).

SECTION B. The normal work week for full-time employees shall be 40 hours. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end.

Courthouse Custodians: The normal hours of work shall be 8 hours per day and 40 hours per week. All Courthouse custodians shall be subject to a scheduling procedure established and maintained to provide fair and equitable hours of work and a distribution of responsibility in accordance with the services required.

MIS: The normal hours of work shall be 8 hours per day and 40 hours per week. MIS staff, at the time of employment with Itasca County shall be assigned to one of three designated work schedules. Scheduled hours would be either 7:30 am to 4:00 pm, 8:00 am to 4:30 pm, or 8:30 am to 5:00 pm. To allow for flexibility within the department, these schedules can be adjusted upon mutual agreement between the employee and the MIS Manager. The normal work days of the week shall be Monday through Friday.

SECTION C. All hours worked in excess of the normal work week shall be compensated for at 1-1/2 times the classified hourly rate of pay or shall be given as compensatory time off at the rate of 1-1/2 hour off for each hour of overtime worked. Employees shall have the option to take overtime hours as paid time or as compensatory time off. An employee may earn a maximum of 120 hours of compensatory time at any one time. All paid holidays, vacation, sick leave and compensatory time off shall be considered as days worked in the computation of overtime. All hours worked in excess of the normal work week must be approved and authorized by the supervisor or department head.

In no case will compensatory time earned, and compensatory time taken occur in the same day.

SECTION D. While ensuring that service needs are met, employees may take a 15-minute break during each 4-hour shift. Any vacation, sick leave and compensatory time off shall be counted toward hours worked in a 4-hour shift. Rest breaks may not be used to shorten the work day. Employees shall receive a 30-minute non-paid meal period taken during the middle of each shift.

SECTION E. Minimum Call-Outs:

1. A Call-Out is defined as the return of an employee to a specified worksite to perform emergency duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call out, nor is phone support. If an employee is called back to the worksite after completing the regular work day or is called out to a worksite during the employee's regular scheduled time and/or day off, the employee shall receive a minimum of 4 hours at time and one half.
2. Emergency technical support: If an employee receives a phone call, text message or other communication from authorized individuals outside the hours of their scheduled shift, the employee shall receive a minimum of 2 hours at time and one half that is beyond de minimis under the Fair Labor Standards Act (FLSA).
3. If an employee is required to work the greater of the hours detailed in 1 & 2 above, the employee will not receive call-out pay but will be paid at time and one-half for all hours worked based on the starting time of the call-out.

SECTION F. Travel time: Any employee who uses his/her private vehicle for transportation to a site other than the normal place of work and is authorized to do so by the department head or supervisor, shall be compensated for the cost per mile as authorized by the County Board.

SECTION G. Flextime Schedules: Flextime schedules, based on a flextime schedule agreement may be made upon mutual agreement of the Department Head and affected employee.

SECTION H. Assignment of Overtime: Overtime shall be offered to the most senior qualified employee first unless there is already an employee who is assigned to the particular project in which case the assignment will be given to the current assignee. If there is no current assignee, the most senior qualified employee will be assigned. If the most senior employee declines the overtime, it shall be offered to the next most senior qualified employee and so on.

SECTION I. Shift Differential - All Sheriff's Records Deputies employees shall be paid shift differential in the amount of \$1.05 per hour for hours worked between 5 PM and 6 AM. This shall apply also to all callouts under the same time frame.

SECTION K. Training Time - Sheriff's Records Deputies attendance at department mandated training shall be paid time. The schedule of training attendance shall be subject to department head approval. Paid training time shall

count as hours worked for purposes of computing overtime eligibility under Article 6. Hours of Work, Section C.

ARTICLE 7. HOLIDAY PROVISIONS

SECTION A. All regular employees shall receive the following paid holidays provided said employees perform work, are on earned time in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday(s):

New Year's Day	Veterans Day
President's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	3 Floating Holidays

SECTION B. When the following holidays fall on Sunday, the following day shall be a holiday. When the following holidays are on Saturday, the preceding day shall be a holiday:

January 1, New Year's Day	December 24, Christmas Eve Day
July 4, Independence Day	December 25, Christmas Day
November 11, Veterans Day	

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

SECTION C. Regular employees who are required by the department head or employee's immediate superior to work on any of the above holidays shall be compensated at the rate of 1 1/2 time for their work that day in addition to their regular holiday pay.

SECTION D. To receive a paid holiday, part-time regular employees must work the last scheduled day prior to the holiday and the first scheduled day following the holiday.

Payment for the paid holiday shall be on a pro-rata basis based on the FTE status as approved in the County budget.

SECTION E. Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday May 1st and 1 floating holiday September 1st. Probationary employees can use floating holidays during the probationary period.

SECTION F. All floating holidays must be used by December 31st or they will be lost.

ARTICLE 8. VACATIONS

SECTION A. All regular employees shall receive vacation benefits with pay as follows:

<u>Completed Years of Service</u>	<u>Rate of Accumulation of Vacation Hours Per Pay Period of Work</u>	<u>Number of Working Hours of Vacation Time Earned Per Yr</u>
0-4 years	3.077 hrs	80.002 hrs (10 days)
5-9 years	4.616 hrs	120.016 hrs (15 days)
10-14 years	6.154 hrs	160.004 hrs (20 days)
15+ years	7.693 hrs	200.018 hrs (25 days)

Vacation is earned and shall be recorded on an HOURLY basis. It may be used as it is earned during the probationary period. The amount of vacation time banked when taken shall be paid at the employee's current hourly rate.

In the event an employee has an accumulation of 248 hours or more effective the last day of the year, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

SECTION B. Regular employees who have accumulated 600 hours of sick leave shall be granted a bonus vacation and sick leave as follows:

1. A regular employee shall earn 3.693 hours sick leave per pay period, only if the beginning balance is less than 1,000 hours.
2. An employee shall earn 1.847 hours bonus vacation per pay period in addition to the 3.693 hours sick leave accrual for any pay period in which the beginning balance of the employee's accumulative leave is 600 hours or more.

SECTION C. Upon termination of employment for any cause, regular employees shall be paid for any accumulated vacation credits including pro-rata payments for periods of less than one year.

SECTION D. Between January 1 and April 1 of each calendar year, department heads shall consult with all regular employees entitled to vacation, and from such consultation a schedule for vacation periods shall be established. In determining the vacation schedule, the wishes of the employees shall be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees. Vacation requests received after April 1 will be considered in order of receipt without regard to seniority.

SECTION E. The vacation time of a regular employee shall not be split except at the option of the employee.

SECTION F. All employees who have used all of their accumulated sick leave hours shall at that time, if illness continues, be granted any vacation credits earned in that year.

SECTION G. Employees assigned to a part time position after 1/1/2019 shall have their vacation accrual pro-rated based on the FTE status as approved in the County budget.

ARTICLE 9. SICK LEAVE

SECTION A. Full-time employees shall earn sick leave at the rate of 3.693 hours for each pay period of service in which they have worked at least 50% of the pay period and may accumulate unused sick leave to a maximum of 1,000 hours.

NOTE: For those employees who have 600 or more sick hours accumulated, see Article 8, Section B, for calculation of bonus vacation earnings.

Employees assigned to a part time position after 1/1/2019 shall have their sick leave accrual benefits pro-rated based on the FTE status as approved in the County budget.

SECTION B. New employees in regular positions shall accrue and may use sick leave during the probation period.

SECTION C. The Human Resources Director may, at his/her discretion, require evidence of personal illness.

SECTION D. Sick leave credit may be earned only while an employee is working at his/her regular job or is on a regular vacation. Legal holidays falling on working days shall be considered working days for such leave credit.

SECTION E. Bereavement Leave: Regular employees shall be allowed to use 24 hours of bereavement leave time in case of death in the immediate family. 16 additional hours of death in the family leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian.

SECTION F. Compensable Injury: If a regular employee of the Employer shall receive a compensable injury and has accrued benefits under either the sick leave or vacation plan, the County shall pay the difference between the compensation received by the employee and the employee's regular monthly or hourly rate of net pay, same to be deducted from said accrued vacation or sick leave benefit. The Employer will provide for the payments described in this section during the period of disability.

It is understood that the additional payments made to the employee over and above that paid by Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

SECTION G. Sick Leave of Absence: After an employee has used all accumulated sick leave, vacation, and any available FMLA protected leave on a consecutive basis, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

SECTION H. Upon termination of employment prior to, on or subsequent to the normal retirement date, an employee shall allocate as severance pay 70% of the employee's accumulated but unused sick leave from the first date of County employment. Such severance pay shall be excluded from retirement deductions and from any calculations in

retirement benefits and shall be paid in one lump sum, The employee shall apply the 30% balance to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Severance pay will not be paid:

1. If the employee hired after the signing of this 1984-85 bargaining agreement has less than 5 years of continuous service for Itasca County.
2. The employee is terminated for just cause for a job-related occurrence. A determination of just cause by an arbitrator or court shall be binding on a determination of severance eligibility.

Any payment made upon termination due to death shall be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of the employee's sick leave shall be paid to the surviving spouse or to the estate of the employee who passed away.

For employees hired after ratification of the 1994-1996 contract which was ratified on 11/08/1994, the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

(County agreed in 2019 to create a County wide Catastrophic Sick Leave Policy. We would agree to remove this language when the policy is approved by the County Board. Note: County now has a draft policy. This language can be deleted once the Board approves the policy.)

SECTION I. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;

- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian.

ARTICLE 10. SENIORITY

SECTION A. Seniority standing shall be granted to all employees who have attained regular employee status as defined in Article 2. Such standing is to be determined on the basis of total length of employment for the Employer.

Seniority and Anniversary date of employees attaining such regular employee status shall be the first day of employment. During the probationary period of 1040 consecutive hours or 6 months employees may be discharged by the Employer without the same being considered a breach of this Agreement or constituting a grievance hereunder.

SECTION B. A regular employee shall lose his/her bargaining unit seniority in the following situations:

- a. Voluntary resignation from Itasca County;
- b. discharge for just cause;
- c. retirement;
- d. failure to accept recall from layoff;

SECTION C.1. In the event of a layoff, a reduction in force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work in any department, provided the employee has the necessary qualifications to perform the duties of the job involved. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs.

Such employees shall be notified in writing regarding such layoffs, reduction of force, or elimination of position, as well as rehiring. Such written notification shall be sent to such employees 30 days in advance by certified mail with a copy of same submitted to the Union.

All department heads shall be informed of the seniority list to be kept by the Human Resources Department on those laid-off employees who have been placed on the seniority list due to their acquired seniority status before being laid off. Such employees on lay-off status are to be notified of vacancies in any courthouse department which are not filled by a current employee in the department that the vacancy occurs in. If a person on lay-off status does not accept a job the employee is qualified to perform within 30 working days, the employee's seniority status is terminated.

There shall be a three-year recall limit on lay-offs.

It is the responsibility of any laid off employee to inform the designated department head of his/her current address and telephone number.

SECTION C.2. Only in the case of layoff, reduction in force, elimination of a position, or reduction in hours worked per day, days worked per month, months worked per year, a senior employee with a greater number of total employment hours at the Courthouse shall have preference in employment or assignment over a junior employee with less total hours of employment; provided, however, that the senior employee has the ability to perform the work.

SECTION C.3. In the case of an employee seeking to assert seniority rights into a higher paid classification, the Employer's determination of whether or not the employee has the qualifications and ability to perform the work of the higher paid classification shall not be grievable.

SECTION C.4. In the event a general layoff is imminent, the employer agrees to call in the Union leadership and discuss the problem with them before any action is taken.

SECTION D. Senior employees within the Courthouse Union, shall be afforded the opportunity to any promotion to a position within the bargaining unit, provided that such employee is qualified and has the ability to perform the duties of the job involved. Department heads who determine that such employees within a department or system do not meet the qualifications to perform the duties of the job involved may employ casual and experienced employees to perform required duties.

SECTION E. Notices of all vacancies and newly created positions shall be posted and employees shall have a minimum of 5 working days in which to apply. Senior employees within the Courthouse Union shall be transferred/promoted/demoted to fill the vacancy or new position provided the employee has the necessary qualifications to perform the duties of the job. The department head or other appropriate appointing authority shall determine whether the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right of appeal through the normal grievance procedure. Notice of vacancies or newly created positions shall state the type of work, the place of work, rate of pay, hours to be worked, and the job classification.

An employee who is awarded a posting for another Local 1626 bargaining unit position, shall have the right to a non-grievable 15 working day trial period. If during the 15 working day trial period, the employee determines s/he wishes to return to their previous posting via written notice to the hiring authority OR the hiring authority determines the employee is not performing satisfactorily via written notice to the employee, the employee may choose to return to his/her previous position and rate of pay. The 15 working day trial period will count towards the 6-month probation. The employee's seniority in the prior posting and/or department will be retained during the 15 working day trial period.

SECTION F. Seniority lists shall be brought up to date by March 1 of each calendar year and posted on employees' bulletin boards. Copies of seniority lists shall be sent to the President of the Union and Business Agent.

SECTION G. This clause shall be applicable for leaves of absence other than those connected to sick leave as per Article 9, Section G.

A leave of absence without pay may be granted by the department head using his/her discretion and in consideration of departmental need, for a period not to exceed 10 working days or 80 hours in each calendar year. A leave of absence in excess of 10 days may be granted by the County Administrator (for good and sufficient reason) given department head approval in consideration of departmental need. Seniority shall be frozen as of the beginning of any leave of 30 days or more,

See Article 17, Section A, for group insurance arrangements during a leave of absence.

SECTION H. Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veteran's employment, discharge, or promotion.

SECTION I.

- I. All employees employed by the Employer shall carry their original seniority date and all accumulated fringe benefits and anniversary date in a case of lateral in-grade transfers, when transferring from one classification to another. However, when the transfer is inter-departmental, the employee shall acquire a new employment seniority date within the new department.
- II. When an employee's position is reclassified as a result of a re-evaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than the employee's current pay, plus 1 step.
- III. When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus 1 step. When an employee voluntarily accepts a demotion to a lower grade, the employee shall be paid at the step in the lower class that is equal to or next higher than the employee's current pay.

SECTION J - In the event an employee of Local 1626 is awarded a position that is outside of the bargaining unit, but within Itasca County, said employee's earned seniority up to the date of assumption of the new position outside of the bargaining unit shall be frozen and retained. In the event said employee returns to the Local 1626 bargaining unit, the aforementioned frozen seniority time shall be the employee's new seniority tenure. An employee transferring back into the bargaining unit, from within Itasca County, shall have the right to bid on vacancies via the posting procedure of this contract.

ARTICLE 11. PHYSICAL EXAMINATIONS

The Employer shall pay for all physical examinations for all regular employees if such examinations are required by the Employer.

ARTICLE 12. CLOTHING ALLOWANCE

The Employer shall provide Sheriff's Records Deputies all mandated clothing necessary in the execution of his/her duties to include uniform pants, shirt, tie, jacket and any additional uniform clothing necessary to carrying out the employee's duties.

ARTICLE 13. SUSPENSIONS AND DISCHARGES

SECTION A. An employee may be temporarily suspended for just cause. The employee shall be provided notice in advance of such action with documentation of the evidence gathered to support such action. This shall be provided 2 days prior to such action. If the employee feels the suspension was 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 21 calendar 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 pay for any time lost as a result of the suspension.

SECTION B. An employee shall be discharged only for just cause. Discharges shall be subject to the grievance procedure.

ARTICLE 14. GRIEVANCE PROCEDURE

SECTION A: A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCES through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grievred employee and the grievance representative, 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.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCES as established by the State Bureau of

Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority

A. 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 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 30 days following close of the hearing or 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.

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 B. Duly authorized representatives of the Union shall have the right to accompany the employee and/or the Union Grievance Committee at all times in the discussion or adjustment of grievances.

SECTION C. The Union agrees that the past practices of the Employer shall not be the basis for grievances that it files.

SECTION D. There shall be no grievable job evaluations.

ARTICLE 15. TIME OFF FOR UNION ACTIVITIES

Any employee elected by the Union to represent such Union at International, State or District meetings shall be granted up to 10 days off annually to attend such meetings

without pay, without discrimination, and without loss of seniority rights or any other rights.

The Employer agrees that when negotiations/mediations are held during normal working hours, 5 Union committee members will be paid for time necessary to attend.

ARTICLE 16. BULLETIN BOARD

The Employer will erect and maintain a bulletin board of reasonable size to be placed in such locations as may be mutually agreed upon between the Union and the Employer, which bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

ARTICLE 17. GENERAL PROVISIONS

SECTION A. There shall be no replacement of regularly employed employees by relief workers, nor shall a relief worker be placed in any classified position.

SECTION B. All matters not covered by this Agreement shall be settled by negotiations between the Employer and the Union.

ARTICLE 18. GROUP INSURANCE PROGRAM

SECTION A. Eligibility.

I. ACTIVE EMPLOYEES: All regular County employees, shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed. They shall be eligible for life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed. They shall be eligible for dental insurance benefits after completing 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis. Authorized sick leave and authorized vacation time shall be counted as working time for such eligibility for dental insurance. Also, authorized sick leave, vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for eligibility.

Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may

be covered by said insurance provided they are accepted by the insurance company.

Regular employees who are temporarily laid off for more than 30 days, or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), or who are on authorized unpaid leave of absence for more than 30 days, may continue their insurance coverage by paying the full amount of the premiums themselves during the period of such lay-off or leave of absence. At the time of approved leaves of absence, or orders of temporary layoffs, the County shall provide a written statement to the affected employee advising of the status of insurance coverage during the period of absence. Upon returning to work, such employee need not re-establish eligibility.

Employees who leave Employer employment must have worked at least 80 hours during the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which such employees return to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

Accrued earned leave (i.e. vacation, sick, comp and holidays) shall be considered days worked.

Employees who voluntarily terminate employment without due notice to the department head, unless termination without notice is approved by the department head, shall forfeit all rights to such Employer contributions. Employees who are discharged for cause shall forfeit all rights to such Employer contributions.

II. TOTAL DISABILITY: All regular employees who qualify for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his/her other dependents' hospital/medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible

for their payment of health insurance premium as directed within the labor contract.

III. RETIRED EMPLOYEE

Definition: “retire” or “to retire” means leaving Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits. (For retiree coverage, see Sec. B, VI, (Retired Employees).)

SECTION B. Coverage.

I. GROUP LIFE INSURANCE:

ACTIVE EMPLOYEES:

The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

II. GROUP HOSPITAL AND MEDICAL INSURANCE:

ACTIVE EMPLOYEES:

A. Itasca County High Deductible Plan (Option 1) or Itasca County High Deductible Plan (Option 2), both with a Health Savings Account (HSA) or VEBA (Voluntary Employee’s Beneficiary Association), shall be the hospital medical insurance.

The Employer will pay 80% of the annual deductible on the single and family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

B. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs. The premium participation for said plans shall be 80% by the Employer and 20% by the employee.

C. In the event during the term of this Agreement the County Board elects to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/medical insurance and dental insurance plans covering the employees under this Agreement, if such alternative should become available. It is understood that the employees' and Union's rights as provided by State and Federal Statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as Minn. Stat. Section 471, MN. Comprehensive Health Insurance Act 62 E. 03, etc.).

D. Employees portion of health insurance premiums only shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

III. GROUP DENTAL INSURANCE

ACTIVE EMPLOYEES:

The Employer will provide the Itasca County Dental Insurance Plan, or its equivalent with a maximum annual benefit of \$1,500. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance. The employee shall have the option to enroll in the program within 30 days of completion of the required dental insurance probationary period or during an open enrollment period.

IV. FLEXIBLE SPENDING ACCOUNT:

The County may provide flexible spending account programs. Employees may elect to participate.

V. POST HEALTH CARE SAVING PLAN:

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages are defined as the hourly wage stated in the Union pay plan (regular wages exclude callout pay, shift differential, on-call, meals, severance pay, overtime).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

VI: RETIRED EMPLOYEES:

A. Failure on the part of any employee to apply for and obtain health insurance coverage for which the retiree may be eligible for through Itasca County, shall have the effect of canceling the retiree's ability to enroll and the County shall have no further obligation or liabilities there under.

B. Hospital and medical coverage provided for retirees shall be the Itasca County High Deductible Plan (Option 1) or Itasca County High Deductible Plan (Option 2), both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), or its equivalent.

For employees hired prior to 1/1/2000, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible

option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year.

For employees hired after 1/1/2000, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted..

C. For employees hired after January 1, 2000 the maximum County payment for retirement group insurance premiums shall not exceed \$20,000.

VII: INSURANCE ADVISORY COMMITTEE

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

AFSCME Local 639	2 representatives
AFSCME Local 639A	2 representatives
AFSCME Local 639-3	1 representative
AFSCME Local 1626	2 representatives
AFSCME Local 1452	2 representatives
AFSCME Local 580	2 representatives

Itasca County Non-Contract Employees	1 representative
Itasca County. Elected Officials/Dept. Heads.	1 representative
Itasca County Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca County Confidential Employees' Assoc.	1 representative
Itasca County Managers Assoc.	1 representative
Itasca County Health and Human Services Supv. Assoc.	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

ARTICLE 19. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

SECTION A. Pay Plan:

(1) The hourly pay rates set forth in the attached pay schedules are a part of this Agreement and shall apply during the duration of this Agreement, except as otherwise indicated in the Article.

(2) The Employer agrees to comply with the cost of living increase on the basis of \$.02 per hour for each point of cost of living increase on all items of all cities on a quarterly basis (CPI-W). The increase shall be computed with respect to the Consumer Price Index as of January 1, 1975. The first effective date of any such increase shall be January 1, 1982. Such increase in cost of living shall be automatically implemented and enrolled in the employee's base rate.

Cost of living shall be frozen for the contract years 2022, 2023, 2024.

This clause shall not operate while the current contract is in effect. Beginning with the contract thereafter, the clause will be automatically reinstated. The first cost of living adjustment will be applied using the same quarterly months and corresponding then current CPI-W figures and dates for any adjustment as in the past.

(3) Employees of this bargaining Agreement will receive effective 01/01/2022 a 2.00% increase; 01/01/2023 a 2.00% increase and 01/01/2024 a 2.65% increase. The pay increase will be effective January 1 of each year.

(4) Anniversary date: The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 consecutive hours of employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

(5) Recognition of previous work experience or education: New employees who are considered so qualified by education or previous work experience may, with the recommendation of the department head and approval by the County Administrator, be started in a step higher than the 1st step of the pay grade but not higher than step 3.

Current employees who are offered a job change and have education or pre-county work experience for which they have not previously received credit may, with the recommendation of the department head and approval by the County Administrator, be started in a higher step on the pay grade.

(6) In all cases where the Employer employs temporary employees at a time or season of workload increases in any department, all employees employed under temporary conditions shall be placed in Step 1 of the class of work previously established for it. If there is not an established job class for the type of work performed by the casual employee, the rate of pay shall be Pay Grade 1, Step 1. The minimum step of that either being an hourly rate or a monthly salary.

(7) Computing Regular Wage and Overtime for all Salaried Officials and Employees: Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday.

Computing Regular Wages and Overtime for all Hourly Employees: The pay period shall be a period of two consecutive calendar weeks commencing at 12:01 a.m. Sunday of the first day of such pay period and ending at 11:59 p.m. on Saturday of said two-week period.

There shall be paydays every other Friday, with the exception of when a payday falls on a holiday. In such cases, the payday shall be the day before the holiday.

(8) All new employees and current employees offered a job change shall be on probation for a period of 6 months of time worked, excluding overtime. During the probationary period the supervisor must provide feedback to the employees regarding performance. An employee's probation may be extended only for an additional period of

a minimum of 10 days and a maximum 3 months for cause. When the employee successfully completes probation, a 1 step increase shall be granted.

SECTION B. Administrative Requirements

(1) Employee Timekeeping: In compliance with the Employee Timekeeping Policy, all Department Heads or designated representatives are required to attest for each employee of their respective departments, hours reported

(2) Jury Duty: When an employee is called for jury duty, they shall receive their hourly rate for all hours lost, up to the end of their assigned shift. The compensation for jury duty shall be paid from the Fund from which the employee is paid. Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

Section C. Working Out of Class.

This Section covers an employee assigned to accomplish the duties and responsibilities of a higher class position within or outside the bargaining unit which is unoccupied for a temporary, short-term period. If an employee is expressly assigned in writing by the supervisor, or hiring authority, to perform the majority of the duties and responsibilities of a vacant, higher class position, for 15 or more consecutive days, then the employee shall be considered to be working "out-of-class" and shall be placed at Step 1 of the classification or on the step of the classification that is most closely equal to the employee's current salary, but not less than the employee's current salary plus 1 step. Compensation for work done "out-of-class" shall be retroactive to the first day the employee was assigned to work "out-of-class."

ARTICLE 20. DRUG AND ALCOHOL TESTING POLICY

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 21. SEPARABILITY

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Employer and the Union agree that they will meet within 30 days following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 22. DURATION OF AGREEMENT

This Agreement will be in effect from January 1, 2022 until December 31, 2024. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires.

APPENDIX A-Pay Plan

APPENDIX A										
01/01/2022 1626 ANNUAL PAY PLAN				2.00% on 2021 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$17.49	\$18.11	\$18.71	\$19.35	\$20.03	\$20.73	\$21.51	\$22.35	\$23.17	GRADE 1
GRADE 2	\$17.90	\$18.50	\$19.14	\$19.81	\$20.49	\$21.20	\$22.00	\$22.85	\$23.73	GRADE 2
GRADE 3	\$18.37	\$18.99	\$19.66	\$20.33	\$21.04	\$21.78	\$22.62	\$23.49	\$24.36	GRADE 3
GRADE 4	\$18.97	\$19.64	\$20.29	\$21.02	\$21.76	\$22.52	\$23.39	\$24.28	\$25.18	GRADE 4
GRADE 5	\$19.61	\$20.28	\$20.97	\$21.72	\$22.48	\$23.30	\$24.17	\$25.11	\$26.06	GRADE 5
GRADE 6	\$20.28	\$20.99	\$21.72	\$22.48	\$23.30	\$24.12	\$25.05	\$25.99	\$26.99	GRADE 6
GRADE 7	\$21.20	\$21.95	\$22.73	\$23.53	\$24.37	\$25.25	\$26.20	\$27.20	\$28.26	GRADE 7
GRADE 8	\$22.33	\$23.09	\$23.90	\$24.76	\$25.65	\$26.58	\$27.58	\$28.67	\$29.77	GRADE 8
GRADE 9	\$23.61	\$24.42	\$25.28	\$26.18	\$27.11	\$28.11	\$29.17	\$30.31	\$31.50	GRADE 9
GRADE 10	\$25.07	\$25.96	\$26.92	\$27.87	\$28.88	\$29.92	\$31.06	\$32.28	\$33.53	GRADE 10
GRADE 11	\$26.70	\$27.68	\$28.67	\$29.71	\$30.77	\$31.92	\$33.16	\$34.43	\$35.77	GRADE 11
GRADE 12	\$28.65	\$29.69	\$30.75	\$31.90	\$33.07	\$34.28	\$35.60	\$37.00	\$38.42	GRADE 12
GRADE 13	\$30.90	\$32.00	\$33.19	\$34.41	\$35.68	\$37.00	\$38.46	\$39.93	\$41.51	GRADE 13
GRADE 14	\$33.36	\$34.59	\$35.87	\$37.19	\$38.59	\$40.01	\$41.58	\$43.21	\$44.89	GRADE 14
GRADE 15	\$36.18	\$37.55	\$38.91	\$40.38	\$41.89	\$43.46	\$45.17	\$46.93	\$47.55	GRADE 15
GRADE 16	\$39.54	\$41.00	\$42.56	\$44.15	\$45.83	\$47.55	\$49.40	\$51.34	\$53.35	GRADE 16
GRADE 17	\$43.28	\$44.89	\$46.59	\$48.36	\$50.17	\$52.08	\$54.12	\$56.23	\$58.45	GRADE 17
GRADE 18	\$47.37	\$49.16	\$51.04	\$52.95	\$54.97	\$57.04	\$59.30	\$61.63	\$64.06	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX A										
01/01/2022 1626 ANNUAL PAY PLAN				2.00% on 2021 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$36,379.20	\$37,668.80	\$38,916.80	\$40,248.00	\$41,662.40	\$43,118.40	\$44,740.80	\$46,488.00	\$48,193.60	GRADE 1
GRADE 2	\$37,232.00	\$38,480.00	\$39,811.20	\$41,204.80	\$42,619.20	\$44,096.00	\$45,760.00	\$47,528.00	\$49,358.40	GRADE 2
GRADE 3	\$38,209.60	\$39,499.20	\$40,892.80	\$42,286.40	\$43,763.20	\$45,302.40	\$47,049.60	\$48,859.20	\$50,668.80	GRADE 3
GRADE 4	\$39,457.60	\$40,851.20	\$42,203.20	\$43,721.60	\$45,260.80	\$46,841.60	\$48,651.20	\$50,502.40	\$52,374.40	GRADE 4
GRADE 5	\$40,788.80	\$42,182.40	\$43,617.60	\$45,177.60	\$46,758.40	\$48,464.00	\$50,273.60	\$52,228.80	\$54,204.80	GRADE 5
GRADE 6	\$42,182.40	\$43,659.20	\$45,177.60	\$46,758.40	\$48,464.00	\$50,169.60	\$52,104.00	\$54,059.20	\$56,139.20	GRADE 6
GRADE 7	\$44,096.00	\$45,656.00	\$47,278.40	\$48,942.40	\$50,689.60	\$52,520.00	\$54,496.00	\$56,576.00	\$58,780.80	GRADE 7
GRADE 8	\$46,446.40	\$48,027.20	\$49,712.00	\$51,500.80	\$53,352.00	\$55,286.40	\$57,366.40	\$59,633.60	\$61,921.60	GRADE 8
GRADE 9	\$49,108.80	\$50,793.60	\$52,582.40	\$54,454.40	\$56,388.80	\$58,468.80	\$60,673.60	\$63,044.80	\$65,520.00	GRADE 9
GRADE 10	\$52,145.60	\$53,996.80	\$55,993.60	\$57,969.60	\$60,070.40	\$62,233.60	\$64,604.80	\$67,142.40	\$69,742.40	GRADE 10
GRADE 11	\$55,536.00	\$57,574.40	\$59,633.60	\$61,796.80	\$64,001.60	\$66,393.60	\$68,972.80	\$71,614.40	\$74,401.60	GRADE 11
GRADE 12	\$59,592.00	\$61,755.20	\$63,960.00	\$66,352.00	\$68,785.60	\$71,302.40	\$74,048.00	\$76,960.00	\$79,913.60	GRADE 12
GRADE 13	\$64,272.00	\$66,560.00	\$69,035.20	\$71,572.80	\$74,214.40	\$76,960.00	\$79,996.80	\$83,054.40	\$86,340.80	GRADE 13
GRADE 14	\$69,388.80	\$71,947.20	\$74,609.60	\$77,355.20	\$80,267.20	\$83,220.80	\$86,486.40	\$89,876.80	\$93,371.20	GRADE 14
GRADE 15	\$75,254.40	\$78,104.00	\$80,932.80	\$83,990.40	\$87,131.20	\$90,396.80	\$93,953.60	\$97,614.40	\$98,904.00	GRADE 15
GRADE 16	\$82,243.20	\$85,280.00	\$88,524.80	\$91,832.00	\$95,326.40	\$98,904.00	\$102,752.00	\$106,787.20	\$110,968.00	GRADE 16
GRADE 17	\$90,022.40	\$93,371.20	\$96,907.20	\$100,588.80	\$104,353.60	\$108,326.40	\$112,569.60	\$116,958.40	\$121,576.00	GRADE 17
GRADE 18	\$98,529.60	\$102,252.80	\$106,163.20	\$110,136.00	\$114,337.60	\$118,643.20	\$123,344.00	\$128,190.40	\$133,244.80	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX A										
01/01/2023 1626 ANNUAL PAY PLAN				2.00% on 2022 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$17.84	\$18.47	\$19.08	\$19.74	\$20.43	\$21.14	\$21.94	\$22.80	\$23.63	GRADE 1
GRADE 2	\$18.26	\$18.87	\$19.52	\$20.21	\$20.90	\$21.62	\$22.44	\$23.31	\$24.20	GRADE 2
GRADE 3	\$18.74	\$19.37	\$20.05	\$20.74	\$21.46	\$22.22	\$23.07	\$23.96	\$24.85	GRADE 3
GRADE 4	\$19.35	\$20.03	\$20.70	\$21.44	\$22.20	\$22.97	\$23.86	\$24.77	\$25.68	GRADE 4
GRADE 5	\$20.00	\$20.69	\$21.39	\$22.15	\$22.93	\$23.77	\$24.65	\$25.61	\$26.58	GRADE 5
GRADE 6	\$20.69	\$21.41	\$22.15	\$22.93	\$23.77	\$24.60	\$25.55	\$26.51	\$27.53	GRADE 6
GRADE 7	\$21.62	\$22.39	\$23.18	\$24.00	\$24.86	\$25.76	\$26.72	\$27.74	\$28.83	GRADE 7
GRADE 8	\$22.78	\$23.55	\$24.38	\$25.26	\$26.16	\$27.11	\$28.13	\$29.24	\$30.37	GRADE 8
GRADE 9	\$24.08	\$24.91	\$25.79	\$26.70	\$27.65	\$28.67	\$29.75	\$30.92	\$32.13	GRADE 9
GRADE 10	\$25.57	\$26.48	\$27.46	\$28.43	\$29.46	\$30.52	\$31.68	\$32.93	\$34.20	GRADE 10
GRADE 11	\$27.23	\$28.23	\$29.24	\$30.30	\$31.39	\$32.56	\$33.82	\$35.12	\$36.49	GRADE 11
GRADE 12	\$29.22	\$30.28	\$31.37	\$32.54	\$33.73	\$34.97	\$36.31	\$37.74	\$39.19	GRADE 12
GRADE 13	\$31.52	\$32.64	\$33.85	\$35.10	\$36.39	\$37.74	\$39.23	\$40.73	\$42.34	GRADE 13
GRADE 14	\$34.03	\$35.28	\$36.59	\$37.93	\$39.36	\$40.81	\$42.41	\$44.07	\$45.79	GRADE 14
GRADE 15	\$36.90	\$38.30	\$39.69	\$41.19	\$42.73	\$44.33	\$46.07	\$47.87	\$48.50	GRADE 15
GRADE 16	\$40.33	\$41.82	\$43.41	\$45.03	\$46.75	\$48.50	\$50.39	\$52.37	\$54.42	GRADE 16
GRADE 17	\$44.15	\$45.79	\$47.52	\$49.33	\$51.17	\$53.12	\$55.20	\$57.35	\$59.62	GRADE 17
GRADE 18	\$48.32	\$50.14	\$52.06	\$54.01	\$56.07	\$58.18	\$60.49	\$62.86	\$65.34	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX A										
01/01/2023 1626 ANNUAL PAY PLAN				2.00% on 2022 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$37,107.20	\$38,417.60	\$39,686.40	\$41,059.20	\$42,494.40	\$43,971.20	\$45,635.20	\$47,424.00	\$49,150.40	GRADE 1
GRADE 2	\$37,980.80	\$39,249.60	\$40,601.60	\$42,036.80	\$43,472.00	\$44,969.60	\$46,675.20	\$48,484.80	\$50,336.00	GRADE 2
GRADE 3	\$38,979.20	\$40,289.60	\$41,704.00	\$43,139.20	\$44,636.80	\$46,217.60	\$47,985.60	\$49,836.80	\$51,688.00	GRADE 3
GRADE 4	\$40,248.00	\$41,662.40	\$43,056.00	\$44,595.20	\$46,176.00	\$47,777.60	\$49,628.80	\$51,521.60	\$53,414.40	GRADE 4
GRADE 5	\$41,600.00	\$43,035.20	\$44,491.20	\$46,072.00	\$47,694.40	\$49,441.60	\$51,272.00	\$53,268.80	\$55,286.40	GRADE 5
GRADE 6	\$43,035.20	\$44,532.80	\$46,072.00	\$47,694.40	\$49,441.60	\$51,168.00	\$53,144.00	\$55,140.80	\$57,262.40	GRADE 6
GRADE 7	\$44,969.60	\$46,571.20	\$48,214.40	\$49,920.00	\$51,708.80	\$53,580.80	\$55,577.60	\$57,699.20	\$59,966.40	GRADE 7
GRADE 8	\$47,382.40	\$48,984.00	\$50,710.40	\$52,540.80	\$54,412.80	\$56,388.80	\$58,510.40	\$60,819.20	\$63,169.60	GRADE 8
GRADE 9	\$50,086.40	\$51,812.80	\$53,643.20	\$55,536.00	\$57,512.00	\$59,633.60	\$61,880.00	\$64,313.60	\$66,830.40	GRADE 9
GRADE 10	\$53,185.60	\$55,078.40	\$57,116.80	\$59,134.40	\$61,276.80	\$63,481.60	\$65,894.40	\$68,494.40	\$71,136.00	GRADE 10
GRADE 11	\$56,638.40	\$58,718.40	\$60,819.20	\$63,024.00	\$65,291.20	\$67,724.80	\$70,345.60	\$73,049.60	\$75,899.20	GRADE 11
GRADE 12	\$60,777.60	\$62,982.40	\$65,249.60	\$67,683.20	\$70,158.40	\$72,737.60	\$75,524.80	\$78,499.20	\$81,515.20	GRADE 12
GRADE 13	\$65,561.60	\$67,891.20	\$70,408.00	\$73,008.00	\$75,691.20	\$78,499.20	\$81,598.40	\$84,718.40	\$88,067.20	GRADE 13
GRADE 14	\$70,782.40	\$73,382.40	\$76,107.20	\$78,894.40	\$81,868.80	\$84,884.80	\$88,212.80	\$91,665.60	\$95,243.20	GRADE 14
GRADE 15	\$76,752.00	\$79,664.00	\$82,555.20	\$85,675.20	\$88,878.40	\$92,206.40	\$95,825.60	\$99,569.60	\$100,880.00	GRADE 15
GRADE 16	\$83,886.40	\$86,985.60	\$90,292.80	\$93,662.40	\$97,240.00	\$100,880.00	\$104,811.20	\$108,929.60	\$113,193.60	GRADE 16
GRADE 17	\$91,832.00	\$95,243.20	\$98,841.60	\$102,606.40	\$106,433.60	\$110,489.60	\$114,816.00	\$119,288.00	\$124,009.60	GRADE 17
GRADE 18	\$100,505.60	\$104,291.20	\$108,284.80	\$112,340.80	\$116,625.60	\$121,014.40	\$125,819.20	\$130,748.80	\$135,907.20	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX A										
01/01/2024 1626 ANNUAL PAY PLAN				2.65% on 2023 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$18.31	\$18.96	\$19.59	\$20.26	\$20.97	\$21.70	\$22.52	\$23.40	\$24.26	GRADE 1
GRADE 2	\$18.74	\$19.37	\$20.04	\$20.75	\$21.45	\$22.19	\$23.03	\$23.93	\$24.84	GRADE 2
GRADE 3	\$19.24	\$19.88	\$20.58	\$21.29	\$22.03	\$22.81	\$23.68	\$24.59	\$25.51	GRADE 3
GRADE 4	\$19.86	\$20.56	\$21.25	\$22.01	\$22.79	\$23.58	\$24.49	\$25.43	\$26.36	GRADE 4
GRADE 5	\$20.53	\$21.24	\$21.96	\$22.74	\$23.54	\$24.40	\$25.30	\$26.29	\$27.28	GRADE 5
GRADE 6	\$21.24	\$21.98	\$22.74	\$23.54	\$24.40	\$25.25	\$26.23	\$27.21	\$28.26	GRADE 6
GRADE 7	\$22.19	\$22.98	\$23.79	\$24.64	\$25.52	\$26.44	\$27.43	\$28.48	\$29.59	GRADE 7
GRADE 8	\$23.38	\$24.17	\$25.03	\$25.93	\$26.85	\$27.83	\$28.88	\$30.01	\$31.17	GRADE 8
GRADE 9	\$24.72	\$25.57	\$26.47	\$27.41	\$28.38	\$29.43	\$30.54	\$31.74	\$32.98	GRADE 9
GRADE 10	\$26.25	\$27.18	\$28.19	\$29.18	\$30.24	\$31.33	\$32.52	\$33.80	\$35.11	GRADE 10
GRADE 11	\$27.95	\$28.98	\$30.01	\$31.10	\$32.22	\$33.42	\$34.72	\$36.05	\$37.46	GRADE 11
GRADE 12	\$29.99	\$31.08	\$32.20	\$33.40	\$34.62	\$35.90	\$37.27	\$38.74	\$40.23	GRADE 12
GRADE 13	\$32.36	\$33.50	\$34.75	\$36.03	\$37.35	\$38.74	\$40.27	\$41.81	\$43.46	GRADE 13
GRADE 14	\$34.93	\$36.21	\$37.56	\$38.94	\$40.40	\$41.89	\$43.53	\$45.24	\$47.00	GRADE 14
GRADE 15	\$37.88	\$39.31	\$40.74	\$42.28	\$43.86	\$45.50	\$47.29	\$49.14	\$49.79	GRADE 15
GRADE 16	\$41.40	\$42.93	\$44.56	\$46.22	\$47.99	\$49.79	\$51.73	\$53.76	\$55.86	GRADE 16
GRADE 17	\$45.32	\$47.00	\$48.78	\$50.64	\$52.53	\$54.53	\$56.66	\$58.87	\$61.20	GRADE 17
GRADE 18	\$49.60	\$51.47	\$53.44	\$55.44	\$57.56	\$59.72	\$62.09	\$64.53	\$67.07	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX A										
01/01/2024 1626 ANNUAL PAY PLAN				2.65% on 2023 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$38,084.80	\$39,436.80	\$40,747.20	\$42,140.80	\$43,617.60	\$45,136.00	\$46,841.60	\$48,672.00	\$50,460.80	GRADE 1
GRADE 2	\$38,979.20	\$40,289.60	\$41,683.20	\$43,160.00	\$44,616.00	\$46,155.20	\$47,902.40	\$49,774.40	\$51,667.20	GRADE 2
GRADE 3	\$40,019.20	\$41,350.40	\$42,806.40	\$44,283.20	\$45,822.40	\$47,444.80	\$49,254.40	\$51,147.20	\$53,060.80	GRADE 3
GRADE 4	\$41,308.80	\$42,764.80	\$44,200.00	\$45,780.80	\$47,403.20	\$49,046.40	\$50,939.20	\$52,894.40	\$54,828.80	GRADE 4
GRADE 5	\$42,702.40	\$44,179.20	\$45,676.80	\$47,299.20	\$48,963.20	\$50,752.00	\$52,624.00	\$54,683.20	\$56,742.40	GRADE 5
GRADE 6	\$44,179.20	\$45,718.40	\$47,299.20	\$48,963.20	\$50,752.00	\$52,520.00	\$54,558.40	\$56,596.80	\$58,780.80	GRADE 6
GRADE 7	\$46,155.20	\$47,798.40	\$49,483.20	\$51,251.20	\$53,081.60	\$54,995.20	\$57,054.40	\$59,238.40	\$61,547.20	GRADE 7
GRADE 8	\$48,630.40	\$50,273.60	\$52,062.40	\$53,934.40	\$55,848.00	\$57,886.40	\$60,070.40	\$62,420.80	\$64,833.60	GRADE 8
GRADE 9	\$51,417.60	\$53,185.60	\$55,057.60	\$57,012.80	\$59,030.40	\$61,214.40	\$63,523.20	\$66,019.20	\$68,598.40	GRADE 9
GRADE 10	\$54,600.00	\$56,534.40	\$58,635.20	\$60,694.40	\$62,899.20	\$65,166.40	\$67,641.60	\$70,304.00	\$73,028.80	GRADE 10
GRADE 11	\$58,136.00	\$60,278.40	\$62,420.80	\$64,688.00	\$67,017.60	\$69,513.60	\$72,217.60	\$74,984.00	\$77,916.80	GRADE 11
GRADE 12	\$62,379.20	\$64,646.40	\$66,976.00	\$69,472.00	\$72,009.60	\$74,672.00	\$77,521.60	\$80,579.20	\$83,678.40	GRADE 12
GRADE 13	\$67,308.80	\$69,680.00	\$72,280.00	\$74,942.40	\$77,688.00	\$80,579.20	\$83,761.60	\$86,964.80	\$90,396.80	GRADE 13
GRADE 14	\$72,654.40	\$75,316.80	\$78,124.80	\$80,995.20	\$84,032.00	\$87,131.20	\$90,542.40	\$94,099.20	\$97,760.00	GRADE 14
GRADE 15	\$78,790.40	\$81,764.80	\$84,739.20	\$87,942.40	\$91,228.80	\$94,640.00	\$98,363.20	\$102,211.20	\$105,563.20	GRADE 15
GRADE 16	\$86,112.00	\$89,294.40	\$92,684.80	\$96,137.60	\$99,819.20	\$103,563.20	\$107,598.40	\$111,820.80	\$116,188.80	GRADE 16
GRADE 17	\$94,265.60	\$97,760.00	\$101,462.40	\$105,331.20	\$109,262.40	\$113,422.40	\$117,852.80	\$122,449.60	\$127,296.00	GRADE 17
GRADE 18	\$103,168.00	\$107,057.60	\$111,155.20	\$115,315.20	\$119,724.80	\$124,217.60	\$129,147.20	\$134,222.40	\$139,505.60	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B-Retirees

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.

APPENDIX C- MOU's & Letters of Understanding

ITASCA COUNTY MIS DEPARTMENT

On-Call Program

The following is a Letter of Understanding (LOU) between Itasca County and AFSCME Local 1626 for a, non-precedent setting, temporary trial period of MIS on-call that will expire on 12/31/2024.

1. **PURPOSE:** In order to provide better on-call reliability for MIS customers and a more equitable system of on-call for MIS Department members.
2. **ON-CALL ROSTER:** Currently serving MIS Department members will be asked to join the on-call rotation on a voluntary basis. Once a roster of on-call personnel has been established, the IT Director will create a rotating On-Call Schedule which will be projected at least three (3) months in advance.
3. **ON-CALL ROTATION:** On-Call duties will run from the beginning of business hours on Monday morning until the beginning of business hours the following Monday morning. If Monday is a holiday, changeover will take place the next business day at the beginning of business hours.
4. **ON-CALL PROCEDURES:** At the end of each business day, the last person out of the MIS department will verify which team member is on-call and forward the primary Help Desk phone (218) 327-6790 to the team member's county-issued cell phone. The only numbers posted to the county for after-hours support will be the primary Help Desk phone number and the IT Director's phone number.

On-duty Law Enforcement personnel including Dispatch are the primary focus of the On-Call program and may call as necessary. All other Itasca County employees who need assistance should call through their respective Department Head for assistance and the Department Head or a previously designated representative will initiate the request for after-hours support.

5. **COMPENSATION:** Based on current flex schedules, on-call team members will receive \$3.00/hour to guarantee availability on the following days/times:

Monday:	4:30 pm – 8 am
Tuesday:	4:30 pm – 8 am
Wednesday:	4:30 pm – 8 am
Thursday:	4:30 pm – 8 am
Friday:	4:30 pm – 8 am on the following business day
Weekends/Holidays:	24 hours

These availability times may change dependent on vacation schedules or changes to flexible schedules

If the on-call member is contacted for help after hours then established overtime rules apply for the duration of the call-out. During call-outs the \$3.00/hour will be suspended in favor of the higher overtime pay rate.

While in On-Call status employees will be required to answer the phone and will be required to have their county laptop available to enable them to work remotely. This will require establishment of an Alternate Workplace Agreement for any team member who wishes to participate in the On-Call program.

7. **ESCALATION:** In the event that the scheduled on-call member cannot resolve a problem without assistance they will contact the IT Director for further guidance. The IT Director will assess whether a problem is sufficiently critical to warrant calling additional team members for assistance. If additional assistance is needed the IT Director, or the person on call if the IT Director is unavailable, will call based on seniority.

8. **NEW HIRES:** Effective January 1, 2021, all newly hired MIS personnel will be required to participate in the On-Call program.

9. **ON-CALL SCHEDULE CHANGES:** Any current MIS team member may volunteer to opt in or opt out of the on-call rotation with the following caveats:

Opt-out: Current team members may opt out of the on-call rotation effective at the beginning of the next three-month on-call cycle. Exceptions will be made on a case-by-case basis.

Opt-in: Current team members may opt into the on-call rotation. They will be added to the next three-month on-call cycle. Team members who choose to opt into the on-call rotation are committing to remaining in the rotation for one (1) full three-month cycle.

Response time: On-call members should ideally have their phone available at all times however the maximum time to return a missed call will not exceed 60 minutes. If an issue is more urgent than that the Dispatcher has the option to contact the IT Director.

Short-notice/one-time changes: In the event that an on-call member is unavailable due to short-notice or one-time circumstances (illness, special events, etc.) the team member will contact the IT Director as soon as possible. The IT Director will request volunteers from all staff members, and assign the volunteer with the most seniority to cover the applicable day(s)/time(s). If no one volunteers within two hours of the request for a replacement, then the IT Director will assign the applicable day(s)/time(s) to the next person in the volunteer pool.

Vacations: To the greatest extent possible on-call team members will forecast

vacations at least three months out so that those dates can be included in the on-call cycle. In the event this is not possible the team member should work with other members of the on-call team to arrange a swap of on-call days.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1932

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

Compensation - Appointed Term and Appointed At-Will Employees

BOARD ACTION REQUESTED:

Authorize a 2% wage increase for 2022 salaries for appointed term County Assessor, County Engineer, County Surveyor, County Veteran Services Officer and appointed at-will County Administrator and Health & Human Services Director.

BACKGROUND:

The County Board approved the budget for 2022 which included a 2% wage increase for appointed officials. The appointed term and appointed at-will employees have communicated that they accept a 2% increase for 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1937

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

Health Insurance MOU's

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the Health insurance MOUs for the following labor groups: AFSCME Local 639, Teamsters 320, LELS 494, LELS 493, AEA, ICEA, ICMA, ICCEA, and ICHHSSA.

BACKGROUND:

This MOU removes the words "Northeast Service Cooperative/Blue Cross Blue Shield of Minnesota" from the Group Hospital - Medical Insurance and Retiree Medical Insurance language in the Group Insurance Plan articles because the County's health insurance will be changing from Blue Cross Blue Shield of Minnesota to Medica in 2022 through the Northeast Service Cooperative.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 320 MOU - 2022 Health Insurance
2. 639 MOU - 2022 Health Insurance
3. AEA MOU - 2022 Health Insurance
4. ICCEA MOU - 2022 Health Insurance
5. ICEA MOU - 2022 Health Insurance
6. ICHHSSA MOU - 2022 Health Insurance
7. ICMA MOU - 2022 Health Insurance
8. LELS 493 MOU - 2022 Health Insurance
9. LELS 494 MOU - 2022 Health Insurance - LELS Draft

Motion To: Approve and authorize necessary signatures for the Health insurance MOUs for the following labor groups: AFSCME Local 639, Teamsters 320, LELS 494, LELS 493, AEA, ICEA, ICCEA, and ICHHSSA.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder

SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance

This MOU is agreed to between Itasca County and Local 320 to enter into an agreement to update the 2019-2021 Local 320 collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding removing the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota beginning with the January 1, 2022.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

All other Articles of the Local 320 collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

Local 320

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance

This MOU is agreed to between Itasca County and Local 639 to enter into an agreement to update the 2019-2021 Local 639 collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding removing the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota beginning with the January 1, 2022.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

All other Articles of the Local 639 collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

Local 639

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance

This MOU is agreed to between Itasca County and AEA to enter into an agreement to update the 2019-2021 AEA collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding removing the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota beginning with the January 1, 2022.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

All other Articles of the AEA collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

AEA

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance

This MOU is agreed to between Itasca County and ICCEA to enter into an agreement to update the 2019-2021 ICCEA collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding removing the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota beginning with the January 1, 2022.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

All other Articles of the ICCEA collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

ICCEA

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance

This MOU is agreed to between Itasca County and ICEA to enter into an agreement to update the 2019-2021 ICEA collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding removing the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota beginning with the January 1, 2022.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

All other Articles of the ICEA collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

ICEA

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance

This MOU is agreed to between Itasca County and ICHHSSA to enter into an agreement to update the 2019-2021 ICHHSSA collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding removing the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota beginning with the January 1, 2022.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

All other Articles of the ICHHSSA collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

ICHHSSA

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance

This MOU is agreed to between Itasca County and ICMA to enter into an agreement to update the 2019-2021 ICMA collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding removing the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota beginning with the January 1, 2022.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

All other Articles of the ICMA collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

ICMA

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance

This MOU is agreed to between Itasca County and LELS 493 to enter into an agreement to update the 2019-2021 LELS 493 (currently using the 639A) collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding removing the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota beginning with the January 1, 2022.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

All other Articles of the LELS 493 (currently using the 639A) collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

LELS 493

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance

This MOU is agreed to between Itasca County (“County”) and Law Enforcement Labor Services, Inc. Local No. 494 (“Union”), representing all essential employees of the Itasca County Sheriff’s Department, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding Road Deputies, Sergeant Road Deputies, Emergency Communication Specialists, supervisory, confidential, and all other employees. (BMS Case No. 22PRE0453).

WHEREAS, the County and Union are parties to a Labor Agreement in effect from January 1, 2019—December 31, 2021; and

WHEREAS, the County and Union have not yet executed a successor Labor Agreement, but nonetheless wish to establish a limited stand-alone agreement regarding the removal of the words “Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota” from Article 19, Section 5.1, ¶1, and Article 19, Section 7.1, ¶1 of the Labor Agreement.

NOW THEREFORE, the County and Union agree as follows:

1. Article 19, Section 5.1, ¶1 of the Labor Agreement shall read: Active Employees. High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.
2. Article 19, Section 7.1, ¶1 of the Labor Agreement shall read: Retired Employees. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.
3. This MOU represents the entire understanding of the parties with respect to this matter. All other provisions of the January 1, 2019—December 31, 2021, Labor Agreement not specifically addressed herein shall remain in full force and effect until a successor Labor Agreement is executed by the parties.
4. This MOU is a one-time, non-precedent setting event.

5. This MOU shall be effective for the period of January 1, 2022—December 31, 2022, unless modified by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on this ____ day of December, 2021.

COUNTY OF Itasca County

Law Enforcement Labor Services, Inc. (Local No. 494)

By: _____
Burl Ives
County Board Chair

By: _____
Renee Zachman
LELS Business Agent

By: _____
Brett Skyles
Administrator

By: _____
Dustin Ross
LELS Local No. 494 Union Steward

Dated: _____

Dated: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1938

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

Local 1452 Health Insurance & Post Health Care Savings Plan MOU

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the Health Insurance and Post Health Care Savings Plan MOU for AFSCME Local 1452 which represents the Road & Bridge Unit.

BACKGROUND:

This MOU removes the words "Northeast Service Cooperative/Blue Cross Blue Shield of Minnesota" from the Group Hospital - Medical Insurance and Retiree Medical Insurance language in Article 17 Group Insurance Plans as the County's health insurance coverage will be changing to Medica in 2022. This MOU also increases the employee's contribution to the Post Health Care Savings Plan from 2% to 3%.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 1452 MOU - 2022 Health Insurance & Post HCSP

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

Memorandum of Understanding (MOU)

Group Hospital - Medical Insurance and Retiree Medical Insurance and Increased Post Health Care Saving Plan contributions

This MOU is agreed to between Itasca County and Local 1452 to enter into an agreement to update the 2019-2021 Local 1452 collective bargaining agreement (cba) relative to Group Hospital - Medical Insurance for active employees and Retiree Medical Insurance regarding removing the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota beginning with the January 1, 2022. This MOU also increases the employee contribution for the Post Health Care Savings Plan (HCSP) from 2% to 3%.

For Group Hospital-Medical Insurance for active employees:

It is agreed that the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Group Hospital-Medical Insurance for Retirees:

It is agreed that Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

It is agreed that the employees who have completed one year of service shall contribute 3% of their regular wages earned during the biweekly pay period into the Post Health Care Saving Plan (HCSP) beginning with the first payroll after January 1, 2022.

All other Articles of the Local 1452 collective bargaining agreement remain the same.

This is a one-time, non-precedent setting event and future grievances regarding this issue are barred.

COUNTY OF Itasca County

Local 1452

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1934

DEPARTMENT: Auditor / Treasurer

PRESENTER: Gail Guck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Employee Expense Report Approval

BOARD ACTION REQUESTED:

Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred. Based on County policy, these expenses must be approved by the County Board.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Ives

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Ben DeNucci
ABSTAIN:	Burl Ives
ABSENT:	Davin Tinquist



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1935

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

Accept CMHS Service Agreement for 2022

BOARD ACTION REQUESTED:

Accept and authorize the County Board Chair to sign the CMHS agreement for 2022.

BACKGROUND:

The current 2021 support agreement for the Agency Collections System and Social Welfare System ends 12/31/2021. ICHHS recommends approval

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ACS_SWS TriMin Support for 2022

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

ACS / SWS Support Services Agreement for 2022

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

(County)

and

TRIMIN SYSTEMS, INC.

This Agreement made by and between _____, hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member (or past member) of a group of Minnesota county welfare and human services agencies and other entities, previously known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

II. Support Definition

- A. Support: TriMin will provide remote application support for County via telephone and email. Support includes the following aspects:
1. Consultation and problem assistance, as scheduled
 2. New staff orientation/overview training, as scheduled
 3. Bug Fixes, as needed
 4. Mandated Modifications, per II-C below
 5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group (the group of counties using ACS and/or SWS) may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the User Group, with individual Counties each deciding to participate upon knowing the cost of the project and their expected contribution. Special project charges will only apply if a given county has agreed to said project and given approval to participate. Counties that do not participate would not receive the benefit of the project.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the User Group and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the User Group. Counties not wishing to participate may opt out, but will not receive the system modification.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 17, 2021

- A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

☐ **Annual Support for ACS, paid as one-time charge (one billing): \$1,320**

☐ **Annual Support for SWS, paid as one-time charge (one billing): \$1,320**

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:
- \$175 per hour
- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by the User Group prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

- A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

- B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, it is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the User Group.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and

employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
 2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
 3. Statutory Workers' Compensation Insurance
 4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
 5. TriMin will provide the certificates of insurance as requested and provide that the insurance carrier will notify the User Group in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the code maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the User Group. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.

- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.
- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.
- V. Duration

The duration of this Agreement shall be January 1, 2022, to December 31, 2022, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

Accepted and Agreed for:

Accepted and Agreed for:

County: _____

TriMin Systems, Inc.:

Signed By: _____

Signed By: _____

Name: _____

Name: Joe McNiff

Title: _____

Title: Vice President

Date: _____

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1237

DEPARTMENT: Health & Human Services

TIME REQUESTED: 15 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

Receive County Based Purchasing (IMCare) Division Update/Presentation.

BACKGROUND:

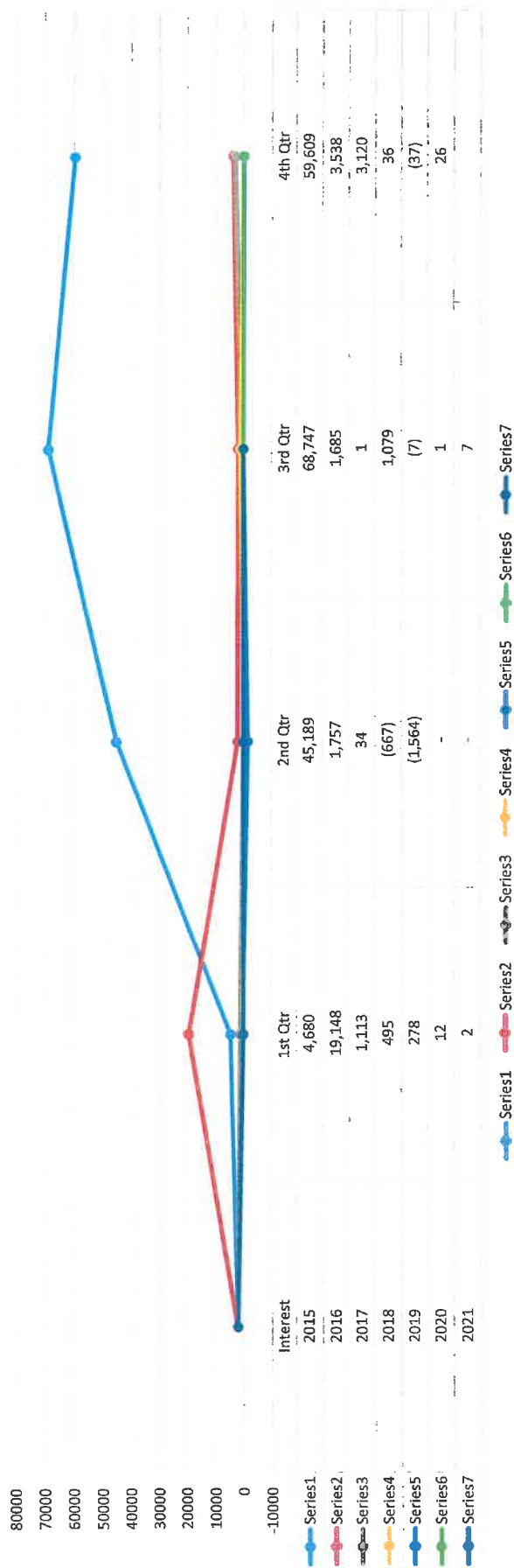
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

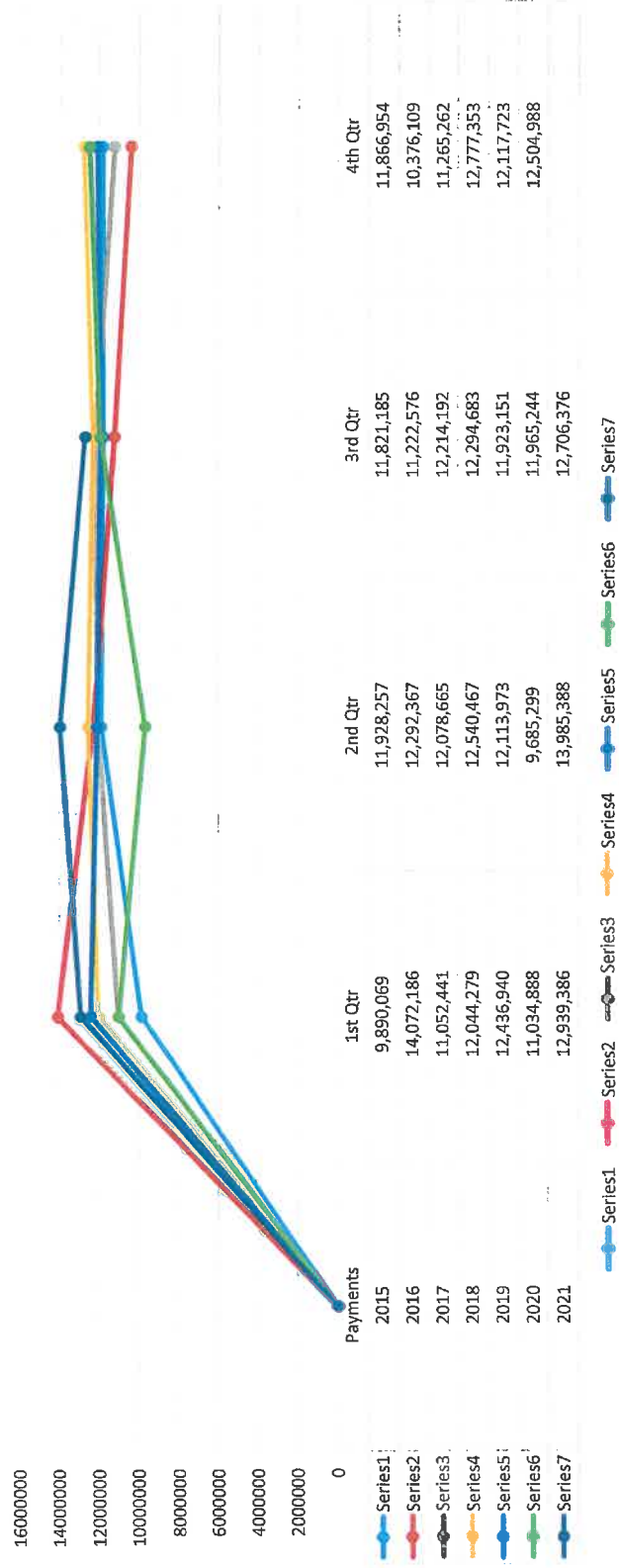
1. IMCare Graphs

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IMCare Interest Pmt by Qtr/Year



IMCare Claims Pmts by Qtr/Year





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1930

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

Review of IMCare 2021 Q3 Compliance Program Report

BOARD ACTION REQUESTED:

Review of IMCare 2021 Q3 Compliance Program Report

BACKGROUND:

This information is presented to the board quarterly.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Q3 2021 Compliance Program Report

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1942

DEPARTMENT: University of Minnesota Extension **TIME REQUESTED:** 5 Minutes
PRESENTER: Keri Cavitt, Brett Skyles

AGENDA ITEM:
2022-2024 MOA with University of Minnesota Extension

BOARD ACTION REQUESTED:
Approve a three-year Memorandum of Agreement (MOA) between Itasca County and University of Minnesota Extension and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 2022-2024 MOA UofM Extension

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

**Agreement
Between the University of Minnesota
And
Itasca County
For providing Extension programs locally and
employing Extension Staff**

This Agreement (“Agreement”) between the County of Itasca Minnesota (“County”) and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2022, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University’s state-wide Extension programs. The programs that the County will augment are detailed in Tables A through D below.

Table A - County- Funded Positions

Program/Position	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
1.0 FTE Extension Educator, 4-H Youth Development, Community Clubs	1.00	\$ 76,949	1.0	\$ 78,681	1.0	\$ 80,648
1.0 FTE Extension Educator, 4-H Youth Development – In-School/Alternative Learning Center Programs (County portion) ¹	0.12	\$ 10,000	0.19	\$ 15,000	0.25	\$ 20,000
0.8 FTE Extension Educator, 4-H Youth Development - After-School programs (County portion) ²	0.06	\$ 5,000	0.13	\$ 10,000	0.18	\$ 15,000
Total	1.18	\$ 86,949	1.32	\$ 93,681	1.43	\$100,648

¹Extension Educator, 4-H Youth Development, In-School/Alternative Learning Center Programs - Partners with in-school programs and alternative learning centers to ensure youth with limited family and community support have access to high quality programs designed to build SEL skills in youth and support staff in building their capacity to deliver programs.

²Extension Educator, 4-H Youth Development, After-School Programs - Partners with local Afterschool programs to ensure all youth have access to 4-H programs.

Table B - Grant/Partner Funded Positions

Grant/Partner will provide funding directly to the University of Minnesota Extension for the additional portion of the Extension Educator, 4-H Youth Development positions noted in Table A. County is not obligated to provide these funds and the University shall not bill for the following grant funded positions to augment the specified programs. County will provide “local support” as specified in section 3.

Program/Position	2022 FTE	2022 Price	2023 FTE	2023 Price	2024 FTE	2024 Price	Grant/Partner
1.0 FTE Extension Educator, 4-H Youth Development – In-School/Alternative Learning Center Programs (County portion) ¹	0.88	\$67,715	0.81	\$63,732	0.75	\$60,486	Blandin Foundation
0.8 FTE Extension Educator, 4-H Youth Development - After-School programs (County portion) ²	0.80	\$56,559	0.80	\$52,945	0.80	\$49,518	Blandin Foundation

Table C - Administrative Support Staff

County agrees to provide the funds identified below to support a University employed Administrative Support Staff in the County Extension Office. This table replaces County employed Support Staff as noted in section 3.

Admin Support Specialist	2022 Price	2023 Price	2024 Price
Contract Rate per Hour	\$29.36	\$30.02	\$30.77
Hours (2,080 hours per year is full-time)	1,684 hours is 32 hrs/week plus 20 extra for county fair time	1,684 hours is 32 hrs/week plus 20 extra for county fair time	1,684 hours is 32 hrs/week plus 20 extra for county fair time
Total	\$49,450	\$50,560	\$51,820

Table D - Program Intern

At no cost to the county, the Itasca County Extension Office hosts a summer 4-H intern/coordinator to help plan for the county fair and to conduct summer 4-H programs. The county 4-H Federation/Council agrees to provide the funds identified below to support the following Extension Program interns (college students) or coordinator. County will provide “local support” as specified in section 3.

4-H Program Intern	2022 Price	2023 Price	2024 Price
Rate per Hour	\$15.00	\$15.34	\$15.72
Hours	240 hours	240 hours	240 hours
Total	\$3,600	\$3,682	\$3,775

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties’ (“AMC”) Extension Committee and University’s Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County’s funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of support staff, office space, office furnishings, telephone, computer, software, internet service,, storage space, and general office supplies. The University will recommend support staff responsibilities, technology needs and other office standards. Nevertheless, the level of availability and type of local support will be determined by the County as established in the annual budget.

4. University will bill the County on a quarterly basis and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.

5. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County, The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.

6. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the program during the hiring process, the County will be billed at the contract price.

7. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34.

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:

If to University:

University of Minnesota
Minnesota Extension
Attn: Dean Beverly Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
Facsimile No.: 612-625-6227
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

COUNTY of Itasca

Regents of the University of Minnesota

BY _____
Chair, County Board of Commissioners

BY _____

DATE _____

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

BY _____

DATE _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1926

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Safe Routes to School Grant Sponsorship for the City of Deer River

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Sponsorship of a Safe Routes to School Grant Application which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Safe Routes to School Grant Program, as requested by the City of Deer River for the next segment of the Deer River Trail Project.

BACKGROUND:

The City of Deer River is proposing a trail project for the 2022/2023 construction season. The Deer River Trail project consists of building a trail to connect the schools in the City of Deer River to other local businesses. Safe Routes to School grants can only be given to a city with a population over 5,000. Smaller cities wishing to apply must have a sponsoring agency. Itasca County would be required to pass a resolution of sponsorship. The City is willing to assume the maintenance responsibilities for the trail and a cooperative agreement will need to be developed and entered into formalizing that agreement. There is no cost to Itasca County for this project.

The grant application that will be submitted by the City of Deer River is due January 7, 2022. Therefore, I am requesting Board action at this meeting.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. City of Deer River Letter

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

RESOLUTION 2021-81

RE: SPONSORSHIP OF A SAFE ROUTES TO SCHOOL GRANT APPLICATION

BE IT RESOLVED, That the County of Itasca agrees to act as the sponsoring agency for a transportation alternatives project identified as the Deer River Trail Project and has reviewed and approved the project as proposed. The City of Deer River acknowledges herewith that it is willing to be the project sponsor knowing full well that such sponsorship includes a willingness to secure and guarantee the local share of the costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

BE IT FURTHER RESOLVED, That Itasca County is hereby authorized to act as agent on behalf of this applicant.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 21st day of December A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 21st day of December A.D. 2021.

Administrator



60 2nd Street SE | PO Box 70
Deer River, MN 56636
(218) 246-8195 | www.deerriver.org | TDD# 1-800-627-3529

To Whom it may concern:

12/13/2021

The City of Deer River is applying for a SRTS grant for the 2022/23 construction seasons. The City Council has voted and is in agreement to be responsible for the local match per the grant requirements. On November 22, 2021, the Deer River City Council voted unanimously to cover the local portion of the grant and to assume the maintenance obligation requirement as outlined in the grant.

Thank You

Steve Geving
Mayor
City of Deer River



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1929

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Project Labor Agreements for 2022 Highway Construction Projects

BOARD ACTION REQUESTED:

Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2022 Transportation Department Projects - Project Labor Agreements Worksheet".

BACKGROUND:

Attached is a copy of the resolution regarding the use of PLA's on County Projects. The Transportation Department has reviewed the criteria identified in the resolution for each project planned for the 2022 construction season. None of the projects on the list for 2022 seem to have the potential to experience labor shortages, have much potential for cost overruns, require complex coordination of project phases, have unusual time constraints or deadlines and are of average size and scope. Therefore, it is the recommendation that PLA's not be required on these projects.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. PLA Resolution
2. 2022 PLA

RESULT:

PULLED FROM AGENDA

RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA

Adopted August 28, 2007

Commissioner Dowling moved the adoption of the following resolution:

Resolution No. 08-07-11 (Page 1 of 2)

RE: UTILIZATION OF PROJECT LABOR AGREEMENTS FOR
PROJECTS EXCEEDING \$150,000

WHEREAS, the Itasca County Board of Commissioners acknowledges that its contracts for work, labor, construction and other designated contracts are governed by Minn. Stat. 375.21; and

WHEREAS, when those contracts exceed the amounts prescribed by law, the County is required to prepare bid specifications and advertise for competitive bids; and

WHEREAS, unless the County rejects all bids, the County is required to award the contract to the lowest responsible bidder; and

WHEREAS, the purposes of Minn. Stat. 375.21 include: 1) promoting and ensuring open competition by all interested parties irrespective of their size or affiliation; and 2) providing bidders with equal opportunity without granting an advantage to one or placing others at a disadvantage; and

WHEREAS, in appropriate cases, project labor agreements facilitate the timely and cost-efficient completion of the project by: 1) making available a ready and adequate supply of skilled craftworkers; 2) providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of a project; 3) avoiding work stoppages following expiration of collective bargaining agreements between the union and an employer performing work on a project; and 4) facilitating equal employment opportunities on a project; and

WHEREAS, the Minnesota Appellate Courts have upheld the utilization of project labor agreements in appropriate cases where a rational basis exists for the use of such agreements and the governing body conducted a fact-specific analysis to form a rational basis for their use.

WHEREAS, project labor agreements will not be utilized where funding sources for the project restrict their use.

WHEREAS, project labor agreements will not be utilized if prohibited by law.

NOW, THEREFORE, BE IT RESOLVED, that it shall be the policy of Itasca County to engage in a determination whether a rational basis exists for the utilization of project labor agreements in all contracts for work, labor, construction and other contracts designated by law where the value of such contract equals or exceeds the sum of \$150,000.00. Factors to be considered by the Board in its determination may include, but are not limited to: 1) project size and value; 2) project timelines and deadlines; 3) potential for budgetary overruns; 4) labor availability; 5) need for coordination of project phases; and 6) other factors deemed to be relevant by the Board in its analysis.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners directs that it shall be the responsibility of the department heads of the several county departments to timely gather and present the facts the County Board needs to make an informed determination on the need for a project labor agreement for a particular project, and to ensure that bid specifications and relevant bid documents are prepared so as to conform to the County Board's directives.

BE IT FURTHER RESOLVED, that in those cases where the utilization of a project labor agreement is deemed to be appropriate the agreement shall be in a form approved by the Board of Commissioners.

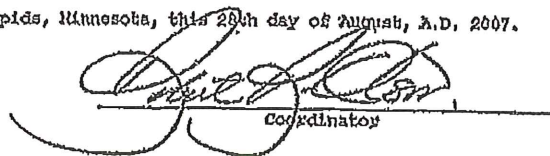
Commissioner McLynn seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas _____	Nays _____	District #1 _____	District #2 _____
Other _____		District #3 _____	District #4 _____
		District #5 _____	

STATE OF MINNESOTA
Office of County Coordinator
ss. County of Itasca

I, ROBERT R. DILSON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of August A.D. 2007, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 28th day of August, A.D. 2007.


Coordinator

By _____ Deputy

**2022 Transportation Department Projects
Project Labor Agreements Worksheet**

Project Name	Size/Value	Timeline/Deadline	Potential for Overruns	Labor Availability	Coordination of Phases	Other Factors
• CSAH 7 Reconstruction	\$2,000,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 60 Reconstruction & Paving	\$2,100,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 94 Bituminous Rehabilitation	\$500,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 3 Bituminous Rehabilitation	\$4,000,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid, Federal & City of Grand Rapids Funds	No shortages	None Necessary	
• CSAH 93 Bituminous Overlay	\$100,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 97 Bituminous Rehabilitation	\$325,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 92 Bituminous Overlay	\$850,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CR 449-Bituminous Overlay	\$850,000	Delays will not cause financial hardship	Minimal potential for overruns Unorg Twp Funds	No shortages	None Necessary	

Notes:

- All contracts will utilize prevailing wages
- Historically there has never been a labor strike on an Itasca County Highway project
- Historically projects have been given completion dates and rarely extend beyond that date. When they have, it has been related to weather or supply chain issues.
- In the past 10 years, projects have not experienced substantial cost overruns.
- The projects on this list are all relatively simple and do not require large amounts of coordination.
- Federal Aid projects may consider PLA's but the threshold is \$25 million and the FHWA must approve of the use in advance.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1940

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2022 Fairgrounds Property Management Contract

BOARD ACTION REQUESTED:

Approve a service contract between Itasca County and the Itasca County Agricultural Association for the 2022 property management services of the Fairgrounds Park in the amount of \$66,000.00 to be paid from Park System Account 12-610, and authorize necessary signatures.

BACKGROUND:

This contract is set to be renewed annually. Per the contract, the Agricultural Association is responsible for basic grounds maintenance and managing the events and rentals at the Fairgrounds Park. The County Attorney's Office has reviewed and approved the contract structure, CRT 5222, with minor changes.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2022 ICAA Fairgrounds Park Contract

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this **1st** day of **January, 2022**, by and between the County of Itasca, herein called the “County,” and **Itasca County Agricultural Association**, a corporation organized and existing under the laws of the State of Minnesota, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **property management services** from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **January 1, 2022 to December 31, 2022**, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as **Attachment A**.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is **estimated to not exceed \$66,000** for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, **payments as indicated in the Special Conditions**. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The Surety Company providing the bond must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

J.1.3.2 Policy shall include contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County **must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, non-owned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

Itasca County Agricultural Association
1336 Fairgrounds Rd.
Grand Rapids, MN 55744

COUNTY OF ITASCA, MINNESOTA

By: Marge Kelley
Its President

By: _____

Its _____

By: _____

Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT A SPECIAL CONDITIONS SUPPLEMENT

Final
01/01/2022

Purpose: 1. The “Vendor” agrees to provide the following technical support services for property management of Fairgrounds Park under the authority of Itasca County through its Land Department-Fairgrounds Park Operations Plan.

- A. Event coordination
- B. Activity coordination
- C. Rental coordination.
- D. Campground
- E. Light-duty buildings and grounds maintenance.

2. It is mutually understood by “County” and “Vendor” that the ICAA shall independently administer and conduct an annual Itasca County Fair under statutory authority for Agricultural Associations (M.S. 38.01-38.27) on the premises described in Exhibit A, beginning one week before until one week after the designated dates of the Itasca County Fair (fair season) The ICAA shall be responsible for the payment of all costs and expenses related to the Itasca County Fair and hold Itasca County harmless from such expenses *including routine clean-up and maintenance on the premises, buildings and structures during fair season.*

Authorized representative for the “County” is the Park and Recreation Director or designee. Authorized representative for “Vendor” is the ICAA Board or designee.

Time Period: January 1, 2022 – December 31, 2022.

Payment Details: 1. Routine clean-up and maintenance during fair season shall be at no charge to Itasca County

2. The up-front grant of **\$66,000** is payment in full for deliverables.

3. Services beyond those listed under deliverables will be an additional fee.

Deliverables: All deliverables subject to the terms of this service contract shall be completed to the satisfaction of the County.

- 1. Routine clean-up and maintenance during fair season that will leave the premises, buildings and structures in original or better condition.
- 2. Non-fair season property management.

The County agrees:

- A. To administer all capital improvement projects; buildings and structure(s) repair and maintenance; and vegetation management on the premises.
- B. To provide insurance for grounds, buildings and contents owned by Itasca County.
- C. To provide an office space and a basement storage cubical to the ICAA Fair Board in the trailhead building.

The Vendor agrees to provide:

- A. Event coordination
 - 1. Contact person to coordinate with event organizers.
 - 2. Correspond; meet on site; open and close doors/gates; process paperwork.
 - 3. Inspect and lock all doors and windows at the end of all event days.
 - 4. Remove all garbage from the buildings and outside receptacles as needed.
 - 5. Be available for emergency calls and respond back as soon as possible.
- B. Activity coordination
 - 1. Contact person for accommodating approved activities.
 - 2. Opening and closing doors as needed for each activity (or ensure it is done).
 - 3. Inspect and lock all doors and windows at the end of all activity days.
 - 4. Remove all garbage from the buildings and outside receptacles as needed.
 - 5. Be available for emergency calls and respond back as soon as possible.
- C. Rental coordination
 - 1. Contact person for rental management.
 - 2. Process rental permit(s) according to Itasca County fee schedule.
 - 3. Opening and closing doors as needed on a seasonal basis.
- D. Campground coordination
 - 1. Contact person for reservations.
 - 2. Assist campers with site setup, fire rings, and tables as needed.
 - 3. Clean bathroom, showers, and laundry areas daily.
 - 4. Clean sites and fire rings daily.
 - 5. Provide firewood as requested.
 - 6. Contact the Park System Manager for emergencies, accidents, and near misses.
 - 7. Coordination with campground host.

- E. Light-duty buildings and grounds maintenance.
1. To perform summer season routine clean-up and light maintenance on the premises, buildings, and structures including mowing and light repairs.
 2. The structure upon the premises known as the "Trailhead Building" together with such rights of access and uses of grounds adjacent thereto for its operation shall be managed and maintained as follows:
To perform routine maintenance of the building and grounds to include:
 - a. Cleaning and sweeping of the building floors and exterior porch areas.
 - b. Litter and debris collection and disposal.
 - c. Shovel and salt all entryways as needed.
 - d. Supply expendable products for the general public, events and meetings.
 - e. Vegetation maintenance to include necessary and regular mowing, tree trimming and noxious weed control.
 - f. Dust and clean signage and kiosk areas and glass as needed.
 - g. Clean and disinfect the public bathroom facilities and kitchen weekly and after all events. To include counter tops, cupboards, stove, refrigerator, and sinks.
 - h. Clean any remaining dishes, coffee pots, and surfaces as needed.
 - i. Clean and inspect all tables and chairs after each rental.
 - j. Wash all outside windows at least two times per year.
 - k. Repair any emergency plumbing, hand dryers, and small damages as needed.
 - l. Test emergency lighting and fire extinguishers annually.
 - m. Necessary, routine maintenance of catch basins to ensure the free flow of water as necessary to prevent damage to the facility.
 - n. Provide light maintenance and minor repairs for amenities provided on or near the facility to include drinking fountains and benches, etc.
 - o. Provide for building reservations for the meeting room, kitchen and storage rentals.
 - p. Provide for opening and closing of the outside bathroom doors on a regular basis to meet seasonal needs. If excessive damages occur to the building or facilities within, ICAA will have the right to close the building while it is unoccupied. Notice of this closure will be given to the County in writing.
 - q. Report all vandalism and damages to the Park System Manager.
 - r. The ICAA shall be responsible for the payment of all costs and expenses related to the property management services and hold Itasca County harmless from such expenses except as otherwise set forth herein.

Other
terms and
conditions
:

1. A modification to the Indemnification and Insurance Policy dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker's Compensation Insurance Certificate of Compliance on file.
2. Primary budget source for independent operation of Itasca County Fair is the ICAA. All revenues and expenses related to the activities of the ICAA and its operation of the Itasca County Fair shall be segregated from those relating to services for property management of the Fairgrounds Park required by this Agreement. A separate bank account shall be maintained by ICAA for Itasca County Fair operations.
3. Primary budget source for property management services is the Forest Resource Fund County Park System account 12-610-510. All revenues and expenses related to the activities of the ICAA and its property management services of the Fairgrounds Park shall be segregated from those relating to conduct of the Itasca County Fair. A separate bank account shall be maintained by ICAA for revenues and expenses related to property management services provided under this Agreement
4. To the extent that any term in this attachment conflicts with any contract term or condition, the terms and conditions of the contract shall prevail over the attachment.

jjm

EXHIBIT A
Fairgrounds Park Property Description 2014
(Quiet Title)

The East One-half of Southwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty Five West of the Fourth Principal Meridian (E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID #: 91-016-1300

AND

The West One-half of the Southwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 16, T55 N, R25W)

Parcel ID #91-016-1300

AND

The East One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID #91-016-2401

AND

Lot Fifteen, Park Row, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 15, Park Row, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID #91-585-4150

AND

Lot Fourteen, Park Row, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 14, Park Row, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-4150

AND

Lots One and Two, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 1 & 2, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0110

AND

The East Two Acres of the West One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E 2 Acres $W\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-2402

AND

The West Three hundred thirty feet of the East Nine hundred ninety feet of the South Six hundred sixty feet of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W 330' of E 990' of S 660' of NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-1206

AND

The East One-half of the Southeast Quarter of Government Lot One, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E $\frac{1}{2}$ of SE $\frac{1}{4}$ of GL1, Sec 16, T55N, R25W)

Parcel ID# 91-016-2104

AND

The West Half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter Less the East Nine hundred ninety feet, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($W\frac{1}{2}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ Less E 990', Sec 16, T55N, R25W)

Parcel ID# 91-016-1207

AND

The South One-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, Less the South Two hundred ninety-six and 42 one-hundredths feet of the East Two hundred sixty-four feet, AND Less the West Two hundred sixty-four feet of the South One hundred sixty-five feet of the East Five hundred twenty-eight feet of the of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian. ($S\frac{1}{2}$ of $SE\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$, Less the S. 296.42' of the E. 264' and Less W. 264' of the S. 165' of the E. 528', Sec 16, T55N, R25W)

Parcel ID# 91-016-1204

AND

The West Two hundred sixty-four feet of the South One hundred sixty-five feet of the East Five hundred twenty-eight feet of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W 264' of S 165' of E 528' of $NW\frac{1}{4}$ $NE\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-1204

AND

The South One-half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($S\frac{1}{2}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-1209

AND

The South Forty-five feet of Lot Three, and all of Lot Four, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (S 45' of Lot 3, and all of Lot 4, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0130

AND

The East One-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, and the West One and One-half acres of the West One-Half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian, Less the West

229 feet of the East One-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen , Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E½ of NW¼ SE¼ NW¼ and W1½ acre of W½ NE ¼ SE¼ NW¼, Sec 16, T55N, R25W Less 229' of E½ NW¼ SE¼ NW¼, Sec 16, T55N, R25W)

Parcel ID# 91-016-2440

AND

The East One and One-half acres of the West three acres of the West One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E1½ A of W 3A of W½ of NE¼ SE¼ NW¼, Sec 16, T55N, R25W)

Parcel ID# 91-016-2403

AND

The North Sixty feet of Lot Three, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, according to the recorded plat thereof on file and of record in the office of the County Recorder of said county and state. of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (N 60' of Lot 3, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0120

(the "**Fairgrounds Parcels**")

AND

Any and all lands within said **Fairgrounds Perimeter** said perimeter being described as follows:

A parcel of land located within the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, Government Lot 1, the Northeast Quarter of the Southwest Quarter, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, and Lots 14 and 15 of PARK ROW of KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, all in Section 16, Township 55 North, Range 25 West of the 4th Principal Meridian, described as follows:

Commencing at a 1½ inch solid rod marking the north quarter corner of Section 16; thence South 00 degrees 23 minutes 12 seconds West, bearings based upon the Itasca County South Zone Coordinate System, 330.80 feet, to an Itasca County monument marking the north line of the south one-half of the Northwest Quarter of the Northwest Quarter of the

Northeast Quarter and the Point of Beginning; thence North 89 degrees 51 minutes 32 seconds East, along said north line of the South one-half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, 661.16 feet, to an Itasca County monument marking the east line of the west one-half of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 19 minutes 14 seconds West, along said east line of the west one-half of the Northwest Quarter of the Northeast Quarter, 660.56 feet, to an Itasca County monument marking the north line of the south one-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 41 seconds East, along said north line of the south one-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, 661.58 feet, to a ½ inch iron pipe marking the east line of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 37 minutes 11 seconds West, along said east line of the Northwest Quarter of the Northeast Quarter, 33.20 feet, to an aluminum capped iron pipe LS 19526 marking the north line of the south 296.42 feet; thence South 89 degrees 41 minutes 28 seconds West, along the north line of the south 296.42 feet, a distance of 264.03 feet, to an aluminum capped iron pipe LS 19526 marking the west line of the East 264 feet; thence South 00 degrees 37 minutes 11 seconds West, along the west line of the East 264 feet, a distance of 296.46 feet, to an aluminum capped iron pipe LS 19526 marking the south line of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 41 minutes 28 seconds East, along the south line of the Northwest Quarter of the Northeast Quarter 264.03 feet, to a capped 1/2 inch iron pipe LS 16459 marking the northeast one-sixteenth corner of said Section 16; thence South 00 degrees 18 minutes 59 seconds West, along the east line of the Southwest Quarter of the Northeast Quarter, 1316.36 feet, to a 1 inch iron pipe marking the center-east one-sixteenth corner of said Section 16; thence South 89 degrees 23 minutes 49 seconds West, along the south line of the Southwest Quarter of the Northeast Quarter, 1325.04 feet, to an iron pipe marking the center quarter of said Section 16; thence South 00 degrees 50 minutes 28 seconds West, along the west line of the Northwest Quarter of the Southeast Quarter, 229.72 feet, to an aluminum capped iron pipe LS 19526, marking the intersection with the easterly extension of the southerly line of Block 1, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS; thence North 89 degrees 35 minutes 51 seconds West, along the southerly line of Block 1 and its easterly extension, 314 feet, more or less, to the shore of Crystal Lake; thence northerly along the shore of Crystal Lake to intersect the west line of Lot 14, PARK ROW, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS; thence North 00 degrees 09 minutes 36 seconds West, along the west line of said Lot 14 a distance of 301 feet, more or less, to an aluminum capped iron pipe LS 19526, marking the south line of the north half of the Southeast Quarter of the Northwest Quarter; thence South 89 degrees 57 minutes 39 seconds West, along the south line of the north half of the Southeast Quarter of the Northwest Quarter, 216.44 feet, to a ½ inch capped iron pipe set by L.S. 13310; thence continuing South 89 degrees 57 minutes 39 seconds West, along the south line of the north half of the Southeast Quarter of the Northwest Quarter, 202.84 feet, more or less, to intersect the east line of the West 229 feet of the East one-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (as established by LS 13310); thence North 00 degrees 14 minutes 23 seconds East, along said east line of the West 229 feet of the East one-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, 663.93 feet, to a ½ inch capped iron pipe marking the north line of the Southeast Quarter of the Northwest

Quarter; thence South 89 degrees 46 minutes 58 seconds East, along the north line of the Southeast Quarter of the Northwest Quarter, 438.65 feet, to an Itasca County monument marking the east one-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter; thence North 00 degrees 20 minutes 03 seconds East, along the west line of the east one-half of the Southeast Quarter of Government Lot 1, a distance of 662.56 feet, to an Itasca County monument marking the north line of the Southeast Quarter of Government Lot 1; thence South 89 degrees 55 minutes 26 seconds East, along the north line of the Southeast Quarter of Government Lot 1, a distance of 334.61 feet, to an Itasca County monument marking the east line of Government Lot 1; thence North 00 degrees 21 minutes 12 seconds East, along the east line of Government Lot 1, a distance of 331.11 feet, to the Point of Beginning and there terminating.
(the “**Fairgrounds Perimeter**”)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1944

DEPARTMENT: Sheriff
PRESENTER: Mark Lallak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Northeast Minnesota Emergency Communications Board Regional Advisory Committee

BOARD ACTION REQUESTED:

Authorize the County Board Chair to sign the Northeast Minnesota Emergency Communications Board Regional Advisory Committee Appointment Form for 2022.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. NE MN RAC Appointment Form
2. 2022 RAC Appointment Form - Itasca County

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

Northeast Minnesota Emergency Communications Board

2022 **Regional Advisory Committee (RAC)** Appointment Form

The following appointments have been made by the governing body of Itasca Co ☐
representing agency

County ☐ in accordance with the terms of the Joint Powers Agreement governing
choose one from drop down list

the Northeast Minnesota Regional Advisory Committee to provide authorized representation to serve a
 term commencing January 1, 2022 on the Regional Advisory Committee

Itasca Co ☐ County ☐ a member of the Northeast Minnesota
representing agency choose one from drop down list

Regional Advisory Committee:

- ☐ **Emergency Communications Board (ECB):** (1) Representative (1) Alternate
- ☒ **Regional Advisory Committee (RAC):** (1) Representative (1) Alternate
- ☐ **Users Committee:** (1-5) Representatives
- ☐ **Owner & Operators Committee (O&O):** (1) Representative (1) Alternate

REPRESENTATIVE:

Mark Lallak
Name

Communications LT
Title

1500 SE 7th Ave, Suite 100
Address

Grand Rapids, MN 55744
City/State/Zip

Mark.Lallak@co.itasca.mn.us
Email

218-326-3477
Phone

ALTERNATE:

Jeremy Hanson
Name

Communications Specialist
Title

1500 SE 7th Ave, Suite 100
Address

Grand Rapids, MN 55744
City/State/Zip

Jeremy.Hanson@co.itasca.mn.us
Email

218-326-3477
Phone

I certify the appointments herein listed have been approved by the governing body/appointing authority of

Itasca Co ☐ County ☐, a member of the Northeast Minnesota
representing agency choose one from drop down list

Regional Advisory Committee (RAC), this 21 day of January, 2021.
date month

Signature: _____

Printed Name: Burl Ives

Title: Chair, Itasca County Board of Commissioners

Email: burl.ives@co.itasca.mn.us

Northeast Minnesota Emergency Communications Board

2022 **Regional Advisory Committee (RAC)** Appointment Form

The following appointments have been made by the governing body of Itasca Co ☒ representing agency

County ☒ in accordance with the terms of the Joint Powers Agreement governing choose one from drop down list

the Northeast Minnesota Regional Advisory Committee to provide authorized representation to serve a term commencing January 1, 2022 on the Regional Advisory Committee

Itasca Co ☒ representing agency County ☒ choose one from drop down list a member of the Northeast Minnesota Regional Advisory Committee:

- ☐ **Emergency Communications Board (ECB):** (1) Representative (1) Alternate
- ☒ **Regional Advisory Committee (RAC):** (1) Representative (1) Alternate
- ☐ **Users Committee:** (1-5) Representatives
- ☐ **Owner & Operators Committee (O&O):** (1) Representative (1) Alternate

REPRESENTATIVE:

Mark Lallak
Name
Communications LT
Title
1500 SE 7th Ave, Suite 100
Address
Grand Rapids, MN 55744
City/State/Zip
Mark.Lallak@co.itasca.mn.us
Email
218-326-3477
Phone

ALTERNATE:

Jeremy Hanson
Name
Communications Specialist
Title
1500 SE 7th Ave, Suite 100
Address
Grand Rapids, MN 55744
City/State/Zip
Jeremy.Hanson@co.itasca.mn.us
Email
218-326-3477
Phone

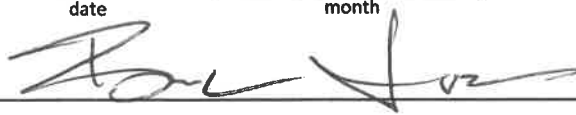
I certify the appointments herein listed have been approved by the governing body/appointing authority of

Itasca Co ☒ representing agency County ☒ choose one from drop down list

☒ a member of the Northeast Minnesota

Regional Advisory Committee (RAC), this 21 day of January, 2021.
date month

Signature:



Printed Name:

Burl Ives

Title:

Chair, Itasca County Board of Commissioners

Email:

burl.ives@co.itasca.mn.us



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1911

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Diane Larson

AGENDA ITEM:

HRA Update

BOARD ACTION REQUESTED:

Receive Housing and Redevelopment Authority (HRA) Update.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County BOC update 12.21.2021

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--



2021 Update

DIANE LARSON

EXECUTIVE DIRECTOR

Today's topics

- 1 HRA Background Information
- 2 Role of the HRA
- 3 2021 Highlights and looking forward

What is an HRA?

MN Statute 469

- (1) to provide a sufficient supply of adequate, safe, and sanitary dwellings in order to protect the health, safety, morals, and welfare of the citizens of this state;
- (2) to clear and redevelop blighted areas;
- (3) to perform those duties according to comprehensive plans;
- (4) to remedy the shortage of housing for low- and moderate-income residents, and to redevelop blighted areas, in situations in which private enterprise would not act without government participation or subsidies

What is *Itasca County* HRA?

Mission: “Creating Affordable Housing Opportunities”

Created in 1972

Governed by a 7-member board – appointed by County Board

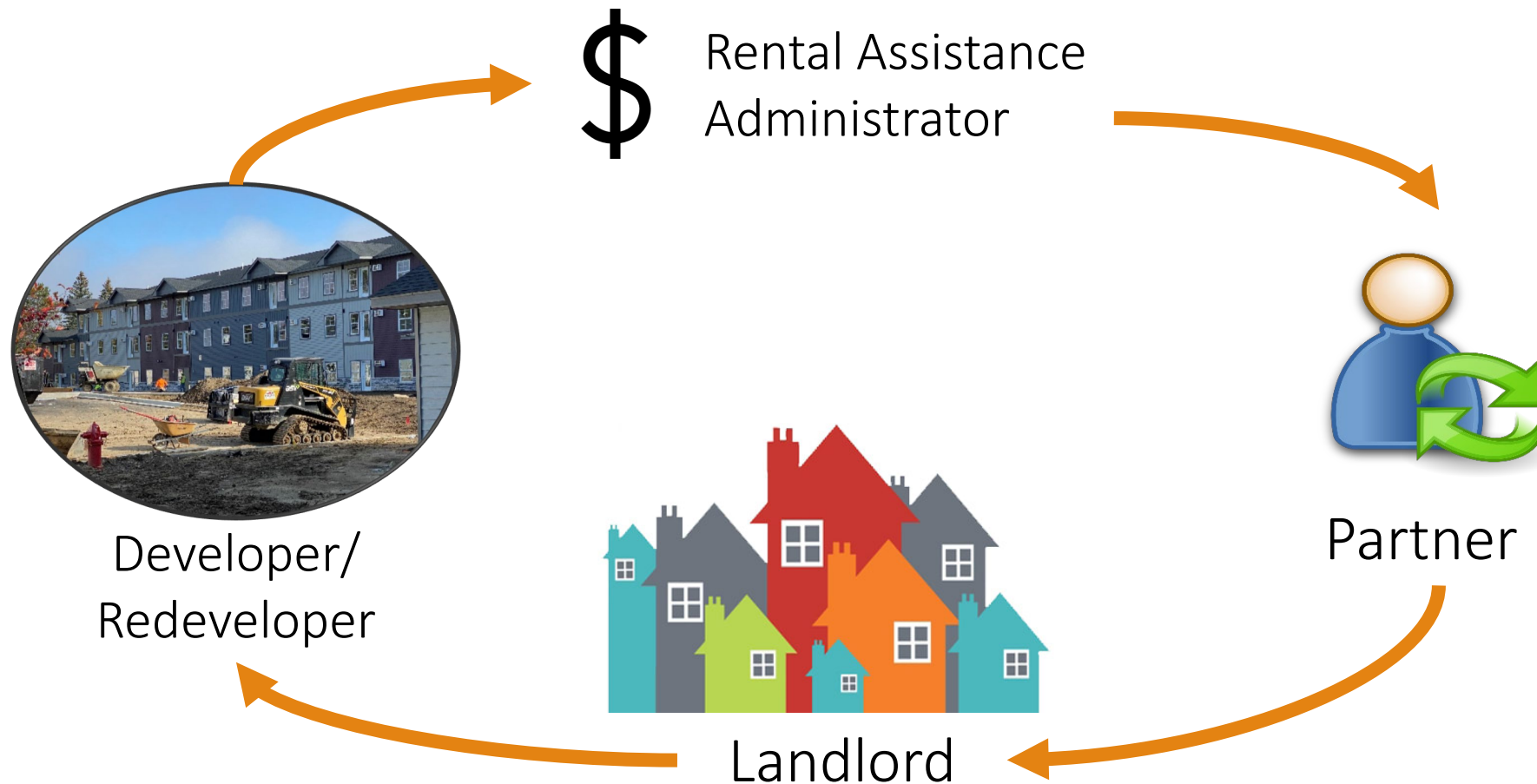
Annual budget 4.5 million

10 Employees

HRAs in Minnesota are governed by State Statute

The Role of the HRA

Diversity of Operations



Owned Rental Housing

392 housing units across 10 properties

1. Fully subsidized
2. Moderate income
3. Market Rate



Subsidized Housing – Greater Itasca



CASA TRANQUILLA



NARODNI STANOVI

Subsidized Housing – Grand Rapids



411 NW 7th Street Public Housing



401 River Road Public Housing



Crystal Lake Townhomes

Moderate Income – Greater Itasca



WilderNest – Bigfork

Moderate Income – Grand Rapids



Market Rate Properties



Lakeshore Place



Forest Park West

Rental Assistance Programs:

Federal Programs:

1. Section 8 Housing Choice Voucher
2. PSH Rental Assistance
3. Single Room Occupancy Program

State or locally funded:

1. Bridges and Bridges Plus
2. Housing Trust Fund

Rental Assistance Programs

- Provide assistance to 345 households/ month
- \$1.9 - \$2.0 million per year in subsidy
- Partnership with local landlords
- Waiting list

Bigfork

Bovey

Cohasset

Coleraine

Deer River

Grand Rapids

Keewatin

Marble

Nashwauk

Pengilly

Taconite

Warba

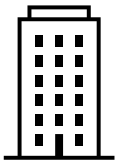
Administration of Rehabilitation Programs



Owner occupied rehabilitation



Commercial rehabilitation



Rental rehabilitation

Before



After



*"I am blessed to be able to utilize this program. Thank you!"
-Resident of pictured home*

Local Impact

HRA OWNED HOUSING

- 392 units across county

HRA RENTAL ASSISTANCE

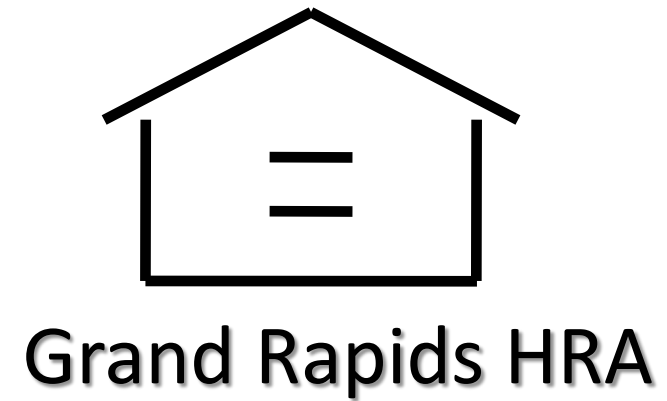
- 6 different programs
- 350 households per month

740 Households served per month

2021 Highlights

WHAT IS ON THE HORIZON?

HRA Merger



7.01.2021

Our Latest Development



Aurora Heights

Focus on Preservation



*major capital improvement projects
(2021 – 2022)*

Our New Location



Housing Need and Strategic Planning

- Early 2022
- Invite external partners
- Would welcome county leader participation



Low vacancy rate
continues



New apartments
are filled
before they open



New jobs coming
to the area



Healthy housing
market has a
variety of housing
options

Q&A



1115 NW 4th Street
Grand Rapids, MN 55744

www.itascacountyhra.org



Diane R. Larson

Executive Director

diane@itascacountyhra.org

HRA Owned Properties - detailed information			Number of Market Rate Units	Number of Subsidized Units	Income limit (4 person) varies by family size	2021 Current Rents	HRA Managed?
Location	Rental Complex Name	Total Units					
Bigfork	WilderNest	12	0	3	\$44,700	\$655/\$755	No
Calumet	Narodni Stanovi	20	0	20	\$26,500 - 59,600	30% of tenant income	Yes
Grand Rapids	Crystal Lake Townhomes	48	*12	48	\$26,500 - 59,600	\$740/\$807	Yes
Grand Rapids	411 NW 7th Street	50	0	50	\$26,500 - 59,600	30% of tenant income	Yes
Grand Rapids	401 River Road	42	0	42	\$26,500 - 59,600	30% of tenant income	Yes
Grand Rapids	Lake Shore Place	60	60	0	N/A	\$830 - \$1185	Yes
Grand Rapids	Forest Park West	36	36	0	N/A	\$825 - \$1170	Yes
Grand Rapids	Beacon Hill	48	0	32	\$44,700	\$640 - \$780	No
Grand Rapids	Aurora Heights	56	0	25	\$59,600	\$693 - \$1000	No
Taconite	Casa Tranquilla	20	0	20	\$26,500 - 59,600	30% of tenant income	Yes

*All units at Crystal Lake Townhomes are eligible for subsidy. We currently have 12 families receiving no subsidy.

Notes:

Income limits published annually by HUD and typically increase each year



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1943

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Tamara Lowney, Brett Skyles

AGENDA ITEM:

Letter of Support

BOARD ACTION REQUESTED:

Approve a Letter of Support for the recommendation to appoint Tamara Lowney, President of the Itasca Economic Development Corporation (IEDC), as Itasca County's Impacted Community Representative on the Energy Transition Advisory Committee and authorize signature of the County Board Chair.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

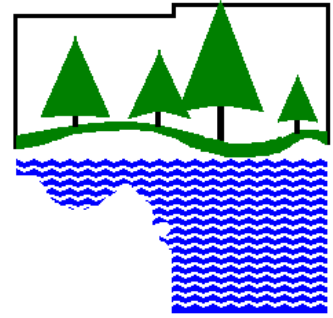
SUPPORTING DOCUMENTATION:

1. IEDC LOS Itasca County
2. Letter of Support SIGNED

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848



December 21, 2021

Catalina Valencia | Executive Director, Business Development
Department of Employment and Economic Development
State of Minnesota
1st National Bank Building, 332 Minnesota Street, Suite E200 St. Paul MN 55101

Re: Energy Transition Advisory Committee, Impacted Community Representative

Dear Ms. Valencia,

We truly appreciate the efforts you have made to provide responsible and measured leadership to the energy transition process. As a community directly impacted by the transition of the coal fired power plant, Boswell Energy Center, this work is vitally important. We appreciate that Minnesota is providing an opportunity to bring key stakeholders to the table and that our voice will be represented.

Itasca County has been working diligently with MN Power to understand what this transition will look like on the ground. Tamara Lowney, President of Itasca Economic Development Corporation, has been directly involved in that work. She was involved as a stakeholder as MN Power developed their 2020 Integrated Resource Plan. In addition, she has been a part of the Midwestern Governor's Association's Preparing Midwestern Communities for Power Plant Closures Group.

Tamara has extensive knowledge of the many challenges we face as a community going through this transition at Boswell. She has built strong collaborative relationships with our community leaders and will ensure that our voice is well represented. With a background in economic and community development, she will bring a strong local and strategic perspective to the discussion.

We highly recommend Tamara as our Impacted Community Representative for the Energy Transition Advisory Committee. We believe that she has the knowledge and expertise to effectively represent us as well as provide clear communication between the committee and our community. Thank you for your consideration.

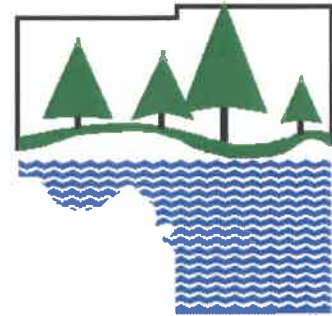
Sincerely,

Burl Ives, Chair
Itasca County Board of Commissioners

Equal Opportunity Employer

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848



December 21, 2021

Catalina Valencia | Executive Director, Business Development
Department of Employment and Economic Development
State of Minnesota
1st National Bank Building, 332 Minnesota Street, Suite E200 St. Paul MN 55101

Re: Energy Transition Advisory Committee, Impacted Community Representative

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We highly recommend Tamara as our Impacted Community Representative for the Energy Transition Advisory Committee. We believe that she has the knowledge and expertise to effectively represent us as well as provide clear communication between the committee and our community. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Burl Ives', is written over a light blue horizontal line.

Burl Ives, Chair
Itasca County Board of Commissioners

Equal Opportunity Employer



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, December 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1945

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

2022-2024 Labor Contract - Itasca County Managers Association (ICMA)

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the 2022-2024 collective bargaining agreement for the Itasca County Managers Association (ICMA).

BACKGROUND:

The labor management committee has been negotiating the 2022-2024 collective bargaining agreement with ICMA. This collective bargaining agreement has been voted on and approved by ICMA and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICMA 2022-2024 Final Draft 12-20-21

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

AGREEMENT BETWEEN
Itasca County Managers Association
AND
THE COUNTY OF ITASCA

January 1, 2022-December 31, 2024

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT	3
ARTICLE 2. DEFINITIONS.....	3
ARTICLE 3. RECOGNITION	3
ARTICLE 4. RESPONSIBILITY OF PARTIES	4
ARTICLE 5. CHECKOFF OF ASSOCIATION DUES	4
ARTICLE 6. MANAGEMENT RIGHTS	5
ARTICLE 7. HOURS OF WORK.....	5
ARTICLE 8. BENEFITS	7
8.1 Holidays	7
8.2 Floating Holiday	7
8.3 Vacations.....	8
8.4 Sick Leave.....	9
8.5 Severance Pay	10
8.7 Bereavement Leave.....	11
8.8 Life Insurance	11
8.9 Group Dental Insurance	12
8.10 Group Hospital-Medical Insurance.....	12
8.11 Leaves of Absence	17
ARTICLE 9. SENIORITY.....	19
ARTICLE 10. PHYSICAL EXAMINATIONS	21
ARTICLE 11. DISCIPLINE.....	21
ARTICLE 12. GRIEVANCE PROCEDURE.....	21
ARTICLE 13. BULLETIN BOARD	24
ARTICLE 14. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS	24
ARTICLE 15. DRUG AND ALCOHOL TESTING POLICY	27
ARTICLE 16. ENTIRE AGREEMENT, WAIVER.....	27
ARTICLE 17. SAVINGS CLAUSE.....	28
ARTICLE 18. DURATION OF AGREEMENT	28
APPENDIX A-LANGUAGE INTERPRETATION-RETIREEES	30
APPENDIX B-PAY PLANS	31
APPENDIX C-EXEMPT/NON-EXEMPT POSITIONS	36
APPENDIX D -Chief Deputy (Sheriff's Department)	37
APPENDIX E-UPDATED MOU RE: MILITARY LEAVE POOL.....	39

3
AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the “Employer,” and the Itasca County Managers Association, hereinafter referred to as the “Association.”

ARTICLE 1. PURPOSE OF AGREEMENT

1.1 It is the intent and purpose of the parties 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.

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

ARTICLE 2. DEFINITIONS

2.1 The term "regular employee" as used in this Agreement, shall mean any employee who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head and who works a minimum of 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis. A Regular Part-time employee must be regularly scheduled to work 20 hours or more per week.

2.2 The Employer is the Itasca County Board of Commissioners.

2.3 "Retiree" means an employee who leaves Itasca County service at a time when the employee has reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA) and has a minimum of 10 years of service with Itasca County.

ARTICLE 3. RECOGNITION

3.1 The Employer hereby recognizes the Itasca County Managers Association as the exclusive representative for collective bargaining purposes as per certification by the Bureau of Mediation Services, State of Minnesota.

3.2 For the duration of this Agreement, the Employer will not enter into, establish or promulgate any Resolution, Agreement, or Contract with or affecting employees in this bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Association as the exclusive collective bargaining agency for each Association employee.

ARTICLE 4. RESPONSIBILITY OF PARTIES

4.1 Each of the parties of this Agreement acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement, as per PELRA Minnesota Statutes Chapter 179A as amended.

4.2 The Employer, including its department heads, managers, supervisors, and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

4.3 The Association, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

B. There shall be no interference with the rights of employees to become or continue as members of the Association.

4.5 Nondiscrimination. No discrimination shall be exercised against any employee because of Association membership or because of any protected class as defined in federal, state statute or rule.

ARTICLE 5. CHECKOFF OF ASSOCIATION DUES

5.1 The Employer agrees to require the payroll department(s) to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Association for Association dues or initiation fees. Dues are one hour of pay per month. Such deduction shall be made each month beginning with the month specified on the payroll deduction card. These deductions shall be transmitted to the

Treasurer of the Association not later than the 10th of the following month along with a list of the employees from whom such pay deductions were made.

5.2 The Employer may deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06.

5.3 The Association 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.

5.4 Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply.

ARTICLE 6. MANAGEMENT RIGHTS

6.1 The Employer and Association recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, Section 179A.07, subd. 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services so long as it is done in good faith, represents a reasonable business decision, and does not subvert the agreement between the parties; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 7. HOURS OF WORK

7.1. Normal Hours of Work

A. Exempt Employees: Exempt employees are expected to be at work during normal office hours and to fulfill the responsibilities of their position. Under normal circumstances an 8 hour day and 40 hour week is appropriate but it is understood that in certain circumstances responsibilities will warrant periodic deviations from the norm.

The Department Head has discretion to schedule hours of work as deemed necessary by the Department Head.

B. Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday-Friday, except Road and Bridge employees whose hours are 7:00 a.m.-3:30 p.m., Monday-Friday (MN statute 373.052)

The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and work days for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

Breaks: While ensuring that service needs are met, employees may take a 15-minute break during each 4-hour shift. Rest breaks may not be used to shorten the work day. Employees shall receive a 30-minute non-paid meal period taken during the middle of each shift.

7.2 Overtime Compensatory Time.

A. All overtime and compensatory time must be pre-approved by the immediate supervisor. The employee may opt to be paid for the overtime hours worked or may opt to take the hours worked as compensatory time. Employees may accrue a maximum of 80 hours of compensatory time annually from January 1 to December 31 and may accumulate a maximum of 80 hours of compensatory time at any one time.

B. Exempt Employees: All hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the normal hourly rate.

C. Vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case, will compensatory time earned and compensatory time taken occur in the same day.

7.2 Travel Time

Any employee who uses his/her private vehicle for transportation to a site, other than the normal place of work, and is authorized to do so by the supervisor shall be compensated for this cost per mile as authorized by the Employer.

ARTICLE 8. BENEFITS

8.1 Holidays

The following shall be paid holidays, provided employees perform work, are on vacation, sick leave, or are gone due to a death in the family or similar case, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled work day prior to and on the first scheduled work day following the holiday:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	3 Floating Holidays

Provided when the following holidays fall on a Sunday, the following day shall be a holiday. Provided when the following holidays fall on a Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
 November 11 -Veteran's Day
 July 4 - Independence Day
 December 24 –Christmas Eve Day
 December 25 -Christmas Day

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

Part-time employees who work at least 20 hours per week will receive pro-rated holiday pay based on the FTE status as approved in the organizational chart and County budget.

8.2 Floating Holiday

Three floating holidays (eight hours of paid absence from work at the employee's designation and immediate supervisor's approval) will be granted each calendar year. A floating holiday cannot be carried over into the following year or paid upon separation.

Part-time employees who work at least 20 hours per week will receive pro-rated floating holiday based on the FTE status as approved in the organizational chart and County budget.

Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday May 1st and 1 floating holiday September 1st. Probationary employees can use floating holidays during the probationary period.

8.3 Vacations

A. Each employee who has received regular status shall receive an annual vacation with pay. Annual vacation is dependent on years of service and is posted on a bi-weekly accumulation basis. The following table outlines the rates:

<u>Completed months Of Service</u>	<u>Rate of Accumulation of Vacation Hours</u>
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

2080 straight-time hours including earned time (vacation, sick leave, comp time) shall be used to determine a year of service and to determine when a benchmark year of service for increase in vacation occurs. This pro-ration formula is applicable to less than full-time employees, not to full-time employees. Employees classified as part-time will receive pro-rated vacation leave based on FTE status as approved in the organizational chart and County budget.

B. As vacation is earned, it shall be posted on a bi-weekly basis and may be used as it is earned. Should an employee leave Itasca County employment after the completion of the probationary period, s/he shall be allowed to take earned vacation time in payment or as time off prior to the established termination date provided, however, an employee who resigns or retires without giving the Employer at least 30 days advance written notice of resignation or retirement shall forfeit all accumulated, unused vacation, unless the authorized Supervisor or Department Head agrees to a shorter period of notice.

Per the payroll practice of Itasca County, incremental vacation credit will be credited for the pay period in which the service credit date appears.

C. In determining the vacation schedule, the wishes of the employees shall be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees.

D. In the event an employee has an accumulation of 248 hours on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Bonus vacation shall be earned per the following:

(a) 3.693 hours of sick leave per pay period shall be earned, only if the beginning balance is less than 125 days(1000 hours).

(b) 1.847 hours of bonus vacation shall be earned for each pay period the beginning balance is 75 days (600 hours or greater), except in any pay period in which sick leave is taken.

E. Employees terminating due to retirement may coordinate vacation use with their retirement date.

F. Heirs of a deceased employee are entitled to compensation for any earned and unused vacation and will receive it in a lump sum following federal & state regulations.

8.4 Sick Leave

A. Sick leave shall be earned at the rate of 3.693 hours per pay period, or prorated for regular part-time status, for each pay period of service in which employee works at least 40 hours, and unused sick leave may accumulate to a maximum of 1000 hours.

B. Employees begin accumulating sick leave as of the first date of employment and may use sick leave during the probationary period.

C. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;

- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian

D. Employees classified as part-time will receive pro-rated sick leave based on FTE status as approved in the organizational chart and County budget.

8.5 Severance Pay

A. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his accumulated but unused sick leave from first date of County employment. An employee will not receive severance pay if:

- a. The employee has less than 5 years of continuous service with Itasca County; or
- b. The employee is terminated by the Employer for cause.

B. Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall allocate 70% of allowed sick leave as Severance Pay and apply the 30% balance to the employee's Post Health Care Savings Plan.

C. Any payment made upon termination due to death will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

D. For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall not exceed \$10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000 at retirement for use for any purpose permitted by the contract.). This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and takes a position in ICMA, the employee will continue as a NOT capped employee in ICMA.

F. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and takes a position in ICMA, the employee will be allowed to keep the higher cap limit.

8.7 Bereavement Leave

Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. 16 additional hours of Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or guardian

8.8 Life Insurance

A. Active Employees: The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$25,000 for each eligible employee. Said insurance includes a double indemnity clause, Accidental Death and Dismemberment(AD&D) coverage in an amount equal to Basic Life insurance coverage.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over.

All employer provided insurance and employee elected additional insurance coverage will terminate upon the employee leaving employment.

8.9 Group Dental Insurance

A. Upon successful completion of the employee's probationary period and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. Authorized sick leave, authorized vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

B. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance.

The maximum annual benefit is \$1,500 per person.

C. The employee shall have the option to enroll in the program within 30 days of completion of the required dental insurance probationary period, or during an open enrollment period.

D. Refer to insurance carrier contract for instances not mentioned or above-mentioned instances in conflict.

8.10 Group Hospital-Medical Insurance

A. Active Employees

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the authorized supervisor or department head, unless such termination without notice is approved by the authorized supervisor or department head, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. Itasca County High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the Itasca County High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital medical insurance. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer will pay 80% of the annual deductible via an HSA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

7. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Agreement, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's and Union's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be Itasca County High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the Itasca

County High Deductible Plan (Option 2) \$3500/\$7000 (2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer shall pay the full single premium and 50% percent of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement.

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan 2. Hospital and medical coverage will be provided by current carrier for retired employees.

For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

D. Employer Obligation Limited

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance and takes a position in ICMA, the employee will continue as a NOT capped employee in ICMA

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is capped with a higher cap for purposes of retiree health insurance and takes a position in ICMA, the employee will be allowed to keep the higher cap limit.

F. All employees classified as part-time will receive pro-rated insurance benefits based on the FTE status as approved in the organizational chart and County budgets.

G. Insurance Advisory Committee
An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

Local 639	2 representatives
Local 639A	2 representatives
Local 639-3	1 representative
Local 1626	2 representatives
Local 1452	2 representatives
Local 580	2 representatives
Itasca Co. Non-Contract Employees	1 representative
Itasca Co. Elected Officials/Dept. Heads.	1 representative
Itasca Co. Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca Co. Confidential Employees' Assoc.	1 representative
Itasca County Managers Association	1 representative
Itasca Co. HHS Supervisors Association	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

H. Post Health Care Savings Plan

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), at date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, on-call pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

8.11 Leaves of Absence

A. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

B. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer. FMLA leave is available for use before or after all earned leave has been exhausted and after all requirements have been met.

C. Extended Parenting or Medical Leave: After an employee has used all accumulated sick leave, vacation, and any available FMLA protected leave, the employee

shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

D. General Leaves: Employees shall be entitled to leaves of absence without pay in accordance with the provisions of the Itasca County Personnel Policy Manual, as amended.

E. Sabbatical Leave: An employee who has completed 15 or more calendar years of service may be given the opportunity for a sabbatical leave of absence without pay upon mutual agreement of the Board and Department Head where such leave would be to the benefit of the County, subject to the following:

(i) The length of the sabbatical leave may vary between 2 and 12 months and will be determined by mutual agreement between the employee and the authorized supervisor or Department Head, subject to the approval of the County Board.

(ii) Requests for such leave shall be submitted in writing to the Department Head at least 2 months prior to the commencement of the leave. Such requests shall include the reason and length of the leave.

(iii) Length of service and vacation benefits will not accrue during such leave, but will remain the same as at the commencement of the leave.

(iv) The employee shall be returned to the first available vacancy in the classification after expiration of the leave. Provided, however, the Department Head and the employee may mutually agree prior to commencement of the leave that the employee's position will not be permanently filled during such leave, and that at the conclusion of the leave the employee shall be returned to his/her position without having to wait for a vacancy.

8.12 Workers' Compensation An employee shall be allowed to utilize vacation or sick leave credits while receiving workers' compensation benefits only to the extent that the workers' compensation benefit plus allowable sick leave or vacation does not exceed the net pay which the employee would receive if the employee were not receiving workers' compensation benefits.

8.13 Eligibility of Regular Part-Time Employees For Benefits: To be eligible for pro-rated fringe benefits including insurance benefits, a regular part-time employee must be regularly scheduled to work 20 or more hours per week. The proration for insurance benefits, holidays, vacation and sick leave will be based on the FTE status as approved in the organizational chart and County budgets.

ARTICLE 9. SENIORITY

9.1 Seniority standing shall be granted to all employees who have attained regular status by completing 6 months of a probationary period. The seniority date of employees attaining such regular status shall be the first day of employment with this Employer. During the probationary period the supervisor must provide feedback to the employee regarding performance. An employee's probation may be extended only for non-performance related reasons for a period greater than 10 days, not to exceed 3 months. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder.

9.2 Seniority standing for layoffs shall be the first day of employment in a position covered in this Agreement.

9.3 A regular employee shall lose his/her seniority standing in the following situations:

- a. Voluntary resignation;
- b. Discharge for just cause;
- c. Retirement;
- d. Failure to accept recall from layoff;

9.4 In the event of a layoff, a reduction of force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work of equal or lower pay grade in this bargaining unit in the employee's department, provided the employee has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs, reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees as soon as practicable by certified mail, with a copy of same submitted to the Association. Within five working days after receiving notice of layoff, an employee intending to

exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump.

9.5 Promotional Policy: Position vacancies in County service shall be filled by promotion of present employees who meet the requirements established for the classification and provided that the promotion would be in the best interests of the County.

The Human Resources Director will post the position vacancy notice for a minimum of 5 working days.

An employee interested in a posted promotional notification of vacancy must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

When an employee accepts a promotion, they shall receive the appropriate salary corresponding with the job classification upon the first day of work in the promotional position. If the rate of pay of that classification does not reflect an increase of 1 pay level, he/she should be advanced the number of steps required to show 1 pay level increase from the old rate of pay for such employee.

Employees promoted and then rejected during a probationary period or by abolishment of the position promoted to, shall have the right to assume the position from which he/she was promoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

9.6 Transfers: Employees may be transferred/promoted/demoted from one department to another provided that the employee has the permission of both department heads and the Human Resources Director. All employees transferring/promoting/demoting shall give their present department head 2 weeks' notice, unless this requirement is waived by the two department heads involved.

Employees transferring/promoting/demoting from a bargaining unit to a non-contract position or from one non-contract position to another may carry over accumulated service credit for application to fringe benefits.

An employee interested in a transfer/promotion/demotion to a vacant position must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible or ineligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees transferred/promoted/demoted and who unsuccessfully complete the probationary period or the position transferred/promoted/demoted to is abolished, shall have the right to assume the position from which he/she was transferred/promoted/demoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

9.7 Seniority lists shall be brought up to date on March 1 of each calendar year. Copies of seniority lists shall be sent to the President of the Association.

9.8 Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, discharge, or promotion.

ARTICLE 10. PHYSICAL EXAMINATIONS

The Employer shall pay for all physical examinations for all regular employees if such examinations are required by the Employer.

ARTICLE 11. DISCIPLINE

11.1 All disciplinary action shall be for just cause. It shall be the policy of the Employer to administer disciplinary penalties without discrimination of any nature.

ARTICLE 12. GRIEVANCE PROCEDURE

SECTION A:

GRIEVANCE PROCEDURE

A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCES through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the ASSOCIATION in each step

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, 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.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the authorized Supervisor or Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the ASSOCIATION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the ASSOCIATION and discussed with the County Board or its designee within 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the ASSOCIATION and the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCES as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority:

A. 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 ASSOCIATION, 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 30 days following close of the hearing or 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 ASSOCIATION 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 ASSOCIATION 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.

Past Practices. The Association agrees that past practices of the employer shall not be the basis for grievances.

ARTICLE 13. BULLETIN BOARD

13.1 The Employer may erect and maintain a bulletin board of reasonable size to be placed in all locations that may be mutually agreed upon between the Association and Employer, which bulletin board shall be for the use of the Association to post any notice or document relating to Association affairs.

ARTICLE 14. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

14.1 Pay Plan

A. The monthly salary set forth in APPENDIX B entitled "Itasca County Manager's Association Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement except as otherwise indicated in this Agreement. Employees of this bargaining Agreement will receive effective 01/01/2022 a 2% increase, 01/01/2023 a 2% increase and 01/01/2024 a 2.65% increase.

B. New hires for non-department head positions may be placed at any step within the range with concurrence of the Human Resources Director. The authorized supervisor or Department Head must show sufficient cause for such advancement which will include educational background, previous work experience, market considerations, or other considerations as deemed appropriate by the Human Resources Director.

New-hires for department head positions may be placed at any step within the range by County Board decision as the hiring authority.

C. An entry level position with no experience credit will be placed on the first step of the grade. Upon successful completion of the 6-month probationary period, a new employee or an employee who made promotion will receive a step increase effective upon the 6-month date. For the employee starting on the first step, the steps shall be viewed at 1st step-starting; 2nd step-6 months; 3rd step-12 months; 4th step-24 months and so on.

D. Probation and Anniversary increases, no matter where the employee is on the pay plan, will not be implemented until Performance Appraisals have been conducted and submitted to the office of the Human Resources Director. Authorized Supervisors or Department Heads must verify satisfactory performance. The anniversary increases will become effective on the classification date and upon successful review of the performance. The definition of a classification date shall be the date that an employee entered the job at its current classification.

E. The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 hours of continuous employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

F. Payroll Procedures:

1. The pay period shall be a period of 2 consecutive calendar weeks commencing at 12:01 AM Sunday of the first day of such pay period and ending at 11:59 PM on Saturday of said 2 week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday for the employees paid through the Payroll Department.

2. There shall be pay days every other Friday, with the exception of when a pay day falls on a holiday. In such cases, the pay day shall be the day before the holiday.

14.2 Administrative Requirements.

A. Changes in employment status: Changes in employment status of employees affecting pay or fringe benefits shall be submitted to the Human Resources department in writing by the respective department head not less than 10 working days before the end of the pay period for which such change becomes effective; otherwise reflection of such changes in employment status will be delayed until the next ensuing pay period. The Human Resources department should also be notified 30 days prior to the completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

B. Time for filing payroll deduction authorization or discontinuance: Any requests for added payroll deductions or changes in payroll deductions must be submitted by the employee concerned not later than 7 regular working days before the end of the pay period for which such deduction or change in deduction is effective.

C. Jury Duty: When an employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. The compensation for jury duty shall be paid from the Fund from which the employee is paid. Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

D. Working Out of Class: This Section covers an employee assigned to accomplish the duties and responsibilities of a higher class position within or outside the bargaining unit which is unoccupied for a temporary, short-term period. If an employee is expressly assigned in writing by the supervisor, or hiring authority, to perform the majority of the duties and responsibilities of a vacant, higher class position, for 15 or more consecutive days, then the employee shall be considered to be working "out-of-class" and shall be placed at Step 1 of the classification or on the step of the classification that is most closely equal to the employee's current salary, but not less than the employee's current salary plus one step. Compensation for work done "out-of-class" shall be retroactive to the first day the employee was assigned to work "out-of-class."

14.3 Promotions, Demotions, and Comparable Worth Adjustments

A. When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus one step. When an employee voluntarily accepts a demotion to a lower grade, the employee will be placed at the same step as the employee's step in the higher grade prior to demotion. For example, if the employee was at Step 6 in the employee's pay grade prior to accepting a voluntary demotion, the employee would be placed at Step 6 in the class to which the employee demoted.

B. When an employee's position is reclassified as a result of a re-evaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than the employee's current pay.

C. Disciplinary, probationary and voluntary demotions: Any employee may be demoted to a position of a lower grade for which an employee is qualified for any of the following reasons:

1. When an employee would be otherwise laid off because the employee's position is being abolished; employee's position is reclassified to a lower grade; because of lack of work, lack of funds, or the return to work from authorized leave of another employee to such a position in accordance with these rules.
2. When an employee does not possess the necessary qualifications to render satisfactory service in the position the employee holds, or when removed during probation.

3. When an employee voluntarily requests such demotion.

Any employee being demoted shall receive the reasons for such demotion in writing from the Human Resources Director.

When an employee is involuntary demoted, he/she shall be slotted on the step of the lower grade at the rate of compensation prior to the demotion. If the previous salary is beyond the new grade, there will be no increases as long as the employee remains in the demoted position or until such time that the salary may once again be within the range of the class of the demoted position.

When an employee accepts a voluntary demotion he/she shall be slotted on the step of the lower grade which is less than the previous rate of pay. The employee will receive the salary of where he/she is placed.

D. In the event of a lateral in-grade transfer the employee shall retain his/her same anniversary date for purposes of step increases and fringe benefits.

ARTICLE 15. DRUG AND ALCOHOL TESTING POLICY

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 16. ENTIRE AGREEMENT, WAIVER

This Agreement shall represent the complete Agreement between the Association and Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or

covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 17. SAVINGS CLAUSE

17.1 Any Article, Clause, or Statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota that are applicable hereto shall apply.

ARTICLE 18. DURATION OF AGREEMENT

18.1 This Agreement will be in effect from January 1, 2022, through December 31, 2024. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires. In witness thereof:

COUNTY OF ITASCA:

Burl Ives
County Board Chair

Brett Skyles
County Administrator

Dated

ITASCA COUNTY MANAGERS ASSOCIATION:

Association President

Dated

APPENDIX A-LANGUAGE INTERPRETATION-RETIREEES

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.

APPENDIX B-PAY PLANS

APPENDIX B										
01/01/2022 ICMA ANNUAL PAY PLAN				2.00% on 2021 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$18.37	\$18.95	\$19.54	\$20.16	\$20.81	\$21.48	\$22.25	\$23.05	\$23.85	GRADE 1
GRADE 2	\$18.78	\$19.33	\$19.94	\$20.59	\$21.26	\$21.93	\$22.71	\$23.52	\$24.37	GRADE 2
GRADE 3	\$19.22	\$19.82	\$20.45	\$21.10	\$21.78	\$22.49	\$23.30	\$24.13	\$24.98	GRADE 3
GRADE 4	\$19.80	\$20.43	\$21.06	\$21.76	\$22.47	\$23.21	\$24.04	\$24.90	\$25.80	GRADE 4
GRADE 5	\$20.41	\$21.04	\$21.72	\$22.43	\$23.16	\$23.94	\$24.79	\$25.69	\$26.62	GRADE 5
GRADE 6	\$21.04	\$21.74	\$22.43	\$23.16	\$23.95	\$24.75	\$25.63	\$26.57	\$27.51	GRADE 6
GRADE 7	\$21.93	\$22.66	\$23.41	\$24.18	\$24.98	\$25.83	\$26.73	\$27.72	\$28.72	GRADE 7
GRADE 8	\$23.02	\$23.77	\$24.54	\$25.36	\$26.22	\$27.10	\$28.08	\$29.12	\$30.18	GRADE 8
GRADE 9	\$24.26	\$25.02	\$25.86	\$26.71	\$27.63	\$28.58	\$29.60	\$30.70	\$31.84	GRADE 9
GRADE 10	\$26.71	\$27.63	\$28.58	\$29.55	\$30.58	\$31.63	\$32.80	\$34.01	\$35.26	GRADE 10
GRADE 11	\$29.33	\$30.33	\$31.40	\$32.49	\$33.62	\$34.79	\$36.08	\$37.42	\$38.82	GRADE 11
GRADE 12	\$32.21	\$33.34	\$34.53	\$35.74	\$37.01	\$38.32	\$39.76	\$41.24	\$42.79	GRADE 12
GRADE 13	\$35.45	\$36.71	\$38.02	\$39.36	\$40.78	\$42.26	\$43.85	\$45.50	\$47.21	GRADE 13
GRADE 14	\$38.88	\$40.29	\$41.73	\$43.24	\$44.81	\$46.44	\$48.22	\$50.02	\$51.92	GRADE 14
GRADE 14/42	\$38.88	\$40.29	\$41.73	\$43.24	\$44.81	\$46.44	\$48.22	\$50.02	\$51.92	GRADE 14/42
GRADE 15	\$41.16	\$42.65	\$44.19	\$45.80	\$47.46	\$49.18	\$51.06	\$52.99	\$55.01	GRADE 15
GRADE 16	\$43.10	\$44.67	\$46.28	\$47.97	\$49.73	\$51.55	\$53.52	\$55.57	\$57.68	GRADE 16
GRADE 17	\$45.04	\$46.69	\$48.39	\$50.15	\$52.01	\$53.93	\$56.00	\$58.12	\$60.34	GRADE 17
GRADE 18	\$47.09	\$48.82	\$50.61	\$52.47	\$54.41	\$56.41	\$58.43	\$60.81	\$63.15	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B										
01/01/2022 ICMA ANNUAL PAY PLAN				2.00% on 2021 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$38,209.60	\$39,416.00	\$40,643.20	\$41,932.80	\$43,284.80	\$44,678.40	\$46,280.00	\$47,944.00	\$49,608.00	GRADE 1
GRADE 2	\$39,062.40	\$40,206.40	\$41,475.20	\$42,827.20	\$44,220.80	\$45,614.40	\$47,236.80	\$48,921.60	\$50,689.60	GRADE 2
GRADE 3	\$39,977.60	\$41,225.60	\$42,536.00	\$43,888.00	\$45,302.40	\$46,779.20	\$48,464.00	\$50,190.40	\$51,958.40	GRADE 3
GRADE 4	\$41,184.00	\$42,494.40	\$43,804.80	\$45,260.80	\$46,737.60	\$48,276.80	\$50,003.20	\$51,792.00	\$53,664.00	GRADE 4
GRADE 5	\$42,452.80	\$43,763.20	\$45,177.60	\$46,654.40	\$48,172.80	\$49,795.20	\$51,563.20	\$53,435.20	\$55,369.60	GRADE 5
GRADE 6	\$43,763.20	\$45,219.20	\$46,654.40	\$48,172.80	\$49,816.00	\$51,480.00	\$53,310.40	\$55,265.60	\$57,220.80	GRADE 6
GRADE 7	\$45,614.40	\$47,132.80	\$48,692.80	\$50,294.40	\$51,958.40	\$53,726.40	\$55,598.40	\$57,657.60	\$59,737.60	GRADE 7
GRADE 8	\$47,881.60	\$49,441.60	\$51,043.20	\$52,748.80	\$54,537.60	\$56,368.00	\$58,406.40	\$60,569.60	\$62,774.40	GRADE 8
GRADE 9	\$50,460.80	\$52,041.60	\$53,788.80	\$55,556.80	\$57,470.40	\$59,446.40	\$61,568.00	\$63,856.00	\$66,227.20	GRADE 9
GRADE 10	\$55,556.80	\$57,470.40	\$59,446.40	\$61,464.00	\$63,606.40	\$65,790.40	\$68,224.00	\$70,740.80	\$73,340.80	GRADE 10
GRADE 11	\$61,006.40	\$63,086.40	\$65,312.00	\$67,579.20	\$69,929.60	\$72,363.20	\$75,046.40	\$77,833.60	\$80,745.60	GRADE 11
GRADE 12	\$66,996.80	\$69,347.20	\$71,822.40	\$74,339.20	\$76,980.80	\$79,705.60	\$82,700.80	\$85,779.20	\$89,003.20	GRADE 12
GRADE 13	\$73,736.00	\$76,356.80	\$79,081.60	\$81,868.80	\$84,822.40	\$87,900.80	\$91,208.00	\$94,640.00	\$98,196.80	GRADE 13
GRADE 14	\$80,870.40	\$83,803.20	\$86,798.40	\$89,939.20	\$93,204.80	\$96,595.20	\$100,297.60	\$104,041.60	\$107,993.60	GRADE 14
GRADE 14/42	\$84,913.92	\$87,993.36	\$91,138.32	\$94,436.16	\$97,865.04	\$101,424.96	\$105,312.48	\$109,243.68	\$113,393.28	GRADE 14/42
GRADE 15	\$85,612.80	\$88,712.00	\$91,915.20	\$95,264.00	\$98,716.80	\$102,294.40	\$106,204.80	\$110,219.20	\$114,420.80	GRADE 15
GRADE 16	\$89,648.00	\$92,913.60	\$96,262.40	\$99,777.60	\$103,438.40	\$107,224.00	\$111,321.60	\$115,585.60	\$119,974.40	GRADE 16
GRADE 17	\$93,683.20	\$97,115.20	\$100,651.20	\$104,312.00	\$108,180.80	\$112,174.40	\$116,480.00	\$120,889.60	\$125,507.20	GRADE 17
GRADE 18	\$97,947.20	\$101,545.60	\$105,268.80	\$109,137.60	\$113,172.80	\$117,332.80	\$121,534.40	\$126,484.80	\$131,352.00	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B										
01/01/2023 ICMA ANNUAL PAY PLAN				2.00% on 2022 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$18.74	\$19.33	\$19.93	\$20.56	\$21.23	\$21.91	\$22.70	\$23.51	\$24.33	GRADE 1
GRADE 2	\$19.16	\$19.72	\$20.34	\$21.00	\$21.69	\$22.37	\$23.16	\$23.99	\$24.86	GRADE 2
GRADE 3	\$19.60	\$20.22	\$20.86	\$21.52	\$22.22	\$22.94	\$23.77	\$24.61	\$25.48	GRADE 3
GRADE 4	\$20.20	\$20.84	\$21.48	\$22.20	\$22.92	\$23.67	\$24.52	\$25.40	\$26.32	GRADE 4
GRADE 5	\$20.82	\$21.46	\$22.15	\$22.88	\$23.62	\$24.42	\$25.29	\$26.20	\$27.15	GRADE 5
GRADE 6	\$21.46	\$22.17	\$22.88	\$23.62	\$24.43	\$25.25	\$26.14	\$27.10	\$28.06	GRADE 6
GRADE 7	\$22.37	\$23.11	\$23.88	\$24.66	\$25.48	\$26.35	\$27.26	\$28.27	\$29.29	GRADE 7
GRADE 8	\$23.48	\$24.25	\$25.03	\$25.87	\$26.74	\$27.64	\$28.64	\$29.70	\$30.78	GRADE 8
GRADE 9	\$24.75	\$25.52	\$26.38	\$27.24	\$28.18	\$29.15	\$30.19	\$31.31	\$32.48	GRADE 9
GRADE 10	\$27.24	\$28.18	\$29.15	\$30.14	\$31.19	\$32.26	\$33.46	\$34.69	\$35.97	GRADE 10
GRADE 11	\$29.92	\$30.94	\$32.03	\$33.14	\$34.29	\$35.49	\$36.80	\$38.17	\$39.60	GRADE 11
GRADE 12	\$32.85	\$34.01	\$35.22	\$36.45	\$37.75	\$39.09	\$40.56	\$42.06	\$43.65	GRADE 12
GRADE 13	\$36.16	\$37.44	\$38.78	\$40.15	\$41.60	\$43.11	\$44.73	\$46.41	\$48.15	GRADE 13
GRADE 14	\$39.66	\$41.10	\$42.56	\$44.10	\$45.71	\$47.37	\$49.18	\$51.02	\$52.96	GRADE 14
GRADE 14/42	\$39.66	\$41.10	\$42.56	\$44.10	\$45.71	\$47.37	\$49.18	\$51.02	\$52.96	GRADE 14/42
GRADE 15	\$41.98	\$43.50	\$45.07	\$46.72	\$48.41	\$50.16	\$52.08	\$54.05	\$56.11	GRADE 15
GRADE 16	\$43.96	\$45.56	\$47.21	\$48.93	\$50.72	\$52.58	\$54.59	\$56.68	\$58.83	GRADE 16
GRADE 17	\$45.94	\$47.62	\$49.36	\$51.15	\$53.05	\$55.01	\$57.12	\$59.28	\$61.55	GRADE 17
GRADE 18	\$48.03	\$49.80	\$51.62	\$53.52	\$55.50	\$57.54	\$59.60	\$62.03	\$64.41	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B										
01/01/2023 ICMA ANNUAL PAY PLAN				2.00% on 2022 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$38,979.20	\$40,206.40	\$41,454.40	\$42,764.80	\$44,158.40	\$45,572.80	\$47,216.00	\$48,900.80	\$50,606.40	GRADE 1
GRADE 2	\$39,852.80	\$41,017.60	\$42,307.20	\$43,680.00	\$45,115.20	\$46,529.60	\$48,172.80	\$49,899.20	\$51,708.80	GRADE 2
GRADE 3	\$40,768.00	\$42,057.60	\$43,388.80	\$44,761.60	\$46,217.60	\$47,715.20	\$49,441.60	\$51,188.80	\$52,998.40	GRADE 3
GRADE 4	\$42,016.00	\$43,347.20	\$44,678.40	\$46,176.00	\$47,673.60	\$49,233.60	\$51,001.60	\$52,832.00	\$54,745.60	GRADE 4
GRADE 5	\$43,305.60	\$44,636.80	\$46,072.00	\$47,590.40	\$49,129.60	\$50,793.60	\$52,603.20	\$54,496.00	\$56,472.00	GRADE 5
GRADE 6	\$44,636.80	\$46,113.60	\$47,590.40	\$49,129.60	\$50,814.40	\$52,520.00	\$54,371.20	\$56,368.00	\$58,364.80	GRADE 6
GRADE 7	\$46,529.60	\$48,068.80	\$49,670.40	\$51,292.80	\$52,998.40	\$54,808.00	\$56,700.80	\$58,801.60	\$60,923.20	GRADE 7
GRADE 8	\$48,838.40	\$50,440.00	\$52,062.40	\$53,809.60	\$55,619.20	\$57,491.20	\$59,571.20	\$61,776.00	\$64,022.40	GRADE 8
GRADE 9	\$51,480.00	\$53,081.60	\$54,870.40	\$56,659.20	\$58,614.40	\$60,632.00	\$62,795.20	\$65,124.80	\$67,558.40	GRADE 9
GRADE 10	\$56,659.20	\$58,614.40	\$60,632.00	\$62,691.20	\$64,875.20	\$67,100.80	\$69,596.80	\$72,155.20	\$74,817.60	GRADE 10
GRADE 11	\$62,233.60	\$64,355.20	\$66,622.40	\$68,931.20	\$71,323.20	\$73,819.20	\$76,544.00	\$79,393.60	\$82,368.00	GRADE 11
GRADE 12	\$68,328.00	\$70,740.80	\$73,257.60	\$75,816.00	\$78,520.00	\$81,307.20	\$84,364.80	\$87,484.80	\$90,792.00	GRADE 12
GRADE 13	\$75,212.80	\$77,875.20	\$80,662.40	\$83,512.00	\$86,528.00	\$89,668.80	\$93,038.40	\$96,532.80	\$100,152.00	GRADE 13
GRADE 14	\$82,492.80	\$85,488.00	\$88,524.80	\$91,728.00	\$95,076.80	\$98,529.60	\$102,294.40	\$106,121.60	\$110,156.80	GRADE 14
GRADE 14/42	\$86,617.44	\$89,762.40	\$92,951.04	\$96,314.40	\$99,830.64	\$103,456.08	\$107,409.12	\$111,427.68	\$115,664.64	GRADE 14/42
GRADE 15	\$87,318.40	\$90,480.00	\$93,745.60	\$97,177.60	\$100,692.80	\$104,332.80	\$108,326.40	\$112,424.00	\$116,708.80	GRADE 15
GRADE 16	\$91,436.80	\$94,764.80	\$98,196.80	\$101,774.40	\$105,497.60	\$109,366.40	\$113,547.20	\$117,894.40	\$122,366.40	GRADE 16
GRADE 17	\$95,555.20	\$99,049.60	\$102,668.80	\$106,392.00	\$110,344.00	\$114,420.80	\$118,809.60	\$123,302.40	\$128,024.00	GRADE 17
GRADE 18	\$99,902.40	\$103,584.00	\$107,369.60	\$111,321.60	\$115,440.00	\$119,683.20	\$123,968.00	\$129,022.40	\$133,972.80	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B										
01/01/2024 ICMA ANNUAL PAY PLAN				2.65% on 2023 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$19.24	\$19.84	\$20.46	\$21.10	\$21.79	\$22.49	\$23.30	\$24.13	\$24.97	GRADE 1
GRADE 2	\$19.67	\$20.24	\$20.88	\$21.56	\$22.26	\$22.96	\$23.77	\$24.63	\$25.52	GRADE 2
GRADE 3	\$20.12	\$20.76	\$21.41	\$22.09	\$22.81	\$23.55	\$24.40	\$25.26	\$26.16	GRADE 3
GRADE 4	\$20.74	\$21.39	\$22.05	\$22.79	\$23.53	\$24.30	\$25.17	\$26.07	\$27.02	GRADE 4
GRADE 5	\$21.37	\$22.03	\$22.74	\$23.49	\$24.25	\$25.07	\$25.96	\$26.89	\$27.87	GRADE 5
GRADE 6	\$22.03	\$22.76	\$23.49	\$24.25	\$25.08	\$25.92	\$26.83	\$27.82	\$28.80	GRADE 6
GRADE 7	\$22.96	\$23.72	\$24.51	\$25.31	\$26.16	\$27.05	\$27.98	\$29.02	\$30.07	GRADE 7
GRADE 8	\$24.10	\$24.89	\$25.69	\$26.56	\$27.45	\$28.37	\$29.40	\$30.49	\$31.60	GRADE 8
GRADE 9	\$25.41	\$26.20	\$27.08	\$27.96	\$28.93	\$29.92	\$30.99	\$32.14	\$33.34	GRADE 9
GRADE 10	\$27.96	\$28.93	\$29.92	\$30.94	\$32.02	\$33.11	\$34.35	\$35.61	\$36.92	GRADE 10
GRADE 11	\$30.71	\$31.76	\$32.88	\$34.02	\$35.20	\$36.43	\$37.78	\$39.18	\$40.65	GRADE 11
GRADE 12	\$33.72	\$34.91	\$36.15	\$37.42	\$38.75	\$40.13	\$41.63	\$43.17	\$44.81	GRADE 12
GRADE 13	\$37.12	\$38.43	\$39.81	\$41.21	\$42.70	\$44.25	\$45.92	\$47.64	\$49.43	GRADE 13
GRADE 14	\$40.71	\$42.19	\$43.69	\$45.27	\$46.92	\$48.63	\$50.48	\$52.37	\$54.36	GRADE 14
GRADE 14/42	\$40.71	\$42.19	\$43.69	\$45.27	\$46.92	\$48.63	\$50.48	\$52.37	\$54.36	GRADE 14/42
GRADE 15	\$43.09	\$44.65	\$46.26	\$47.96	\$49.69	\$51.49	\$53.46	\$55.48	\$57.60	GRADE 15
GRADE 16	\$45.12	\$46.77	\$48.46	\$50.23	\$52.06	\$53.97	\$56.04	\$58.18	\$60.39	GRADE 16
GRADE 17	\$47.16	\$48.88	\$50.67	\$52.51	\$54.46	\$56.47	\$58.63	\$60.85	\$63.18	GRADE 17
GRADE 18	\$49.30	\$51.12	\$52.99	\$54.94	\$56.97	\$59.06	\$61.18	\$63.67	\$66.12	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B										
01/01/2024 ICMA ANNUAL PAY PLAN				2.65% on 2023 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$40,019.20	\$41,267.20	\$42,556.80	\$43,888.00	\$45,323.20	\$46,779.20	\$48,464.00	\$50,190.40	\$51,937.60	GRADE 1
GRADE 2	\$40,913.60	\$42,099.20	\$43,430.40	\$44,844.80	\$46,300.80	\$47,756.80	\$49,441.60	\$51,230.40	\$53,081.60	GRADE 2
GRADE 3	\$41,849.60	\$43,180.80	\$44,532.80	\$45,947.20	\$47,444.80	\$48,984.00	\$50,752.00	\$52,540.80	\$54,412.80	GRADE 3
GRADE 4	\$43,139.20	\$44,491.20	\$45,864.00	\$47,403.20	\$48,942.40	\$50,544.00	\$52,353.60	\$54,225.60	\$56,201.60	GRADE 4
GRADE 5	\$44,449.60	\$45,822.40	\$47,299.20	\$48,859.20	\$50,440.00	\$52,145.60	\$53,996.80	\$55,931.20	\$57,969.60	GRADE 5
GRADE 6	\$45,822.40	\$47,340.80	\$48,859.20	\$50,440.00	\$52,166.40	\$53,913.60	\$55,806.40	\$57,865.60	\$59,904.00	GRADE 6
GRADE 7	\$47,756.80	\$49,337.60	\$50,980.80	\$52,644.80	\$54,412.80	\$56,264.00	\$58,198.40	\$60,361.60	\$62,545.60	GRADE 7
GRADE 8	\$50,128.00	\$51,771.20	\$53,435.20	\$55,244.80	\$57,096.00	\$59,009.60	\$61,152.00	\$63,419.20	\$65,728.00	GRADE 8
GRADE 9	\$52,852.80	\$54,496.00	\$56,326.40	\$58,156.80	\$60,174.40	\$62,233.60	\$64,459.20	\$66,851.20	\$69,347.20	GRADE 9
GRADE 10	\$58,156.80	\$60,174.40	\$62,233.60	\$64,355.20	\$66,601.60	\$68,868.80	\$71,448.00	\$74,068.80	\$76,793.60	GRADE 10
GRADE 11	\$63,876.80	\$66,060.80	\$68,390.40	\$70,761.60	\$73,216.00	\$75,774.40	\$78,582.40	\$81,494.40	\$84,552.00	GRADE 11
GRADE 12	\$70,137.60	\$72,612.80	\$75,192.00	\$77,833.60	\$80,600.00	\$83,470.40	\$86,590.40	\$89,793.60	\$93,204.80	GRADE 12
GRADE 13	\$77,209.60	\$79,934.40	\$82,804.80	\$85,716.80	\$88,816.00	\$92,040.00	\$95,513.60	\$99,091.20	\$102,814.40	GRADE 13
GRADE 14	\$84,676.80	\$87,755.20	\$90,875.20	\$94,161.60	\$97,593.60	\$101,150.40	\$104,998.40	\$108,929.60	\$113,068.80	GRADE 14
GRADE 14/42	\$88,910.64	\$92,142.96	\$95,418.96	\$98,869.68	\$102,473.28	\$106,207.92	\$110,248.32	\$114,376.08	\$118,722.24	GRADE 14/42
GRADE 15	\$89,627.20	\$92,872.00	\$96,220.80	\$99,756.80	\$103,355.20	\$107,099.20	\$111,196.80	\$115,398.40	\$119,808.00	GRADE 15
GRADE 16	\$93,849.60	\$97,281.60	\$100,796.80	\$104,478.40	\$108,284.80	\$112,257.60	\$116,563.20	\$121,014.40	\$125,611.20	GRADE 16
GRADE 17	\$98,092.80	\$101,670.40	\$105,393.60	\$109,220.80	\$113,276.80	\$117,457.60	\$121,950.40	\$126,568.00	\$131,414.40	GRADE 17
GRADE 18	\$102,544.00	\$106,329.60	\$110,219.20	\$114,275.20	\$118,497.60	\$122,844.80	\$127,254.40	\$132,433.60	\$137,529.60	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX C-EXEMPT/NON-EXEMPT POSITIONS
EXEMPT/NON-EXEMPT POSITIONS - ICMA

<u>Job Title</u>	<u>Exempt/ Non-Exempt</u>
Assistant County Engineer	Exempt
IT Director	Exempt
Land Commissioner	Exempt
Public Health Division Manager	Exempt
Family Services Division Manager	Exempt
Business Division Manager	Exempt
Chief Deputy Sheriff	Exempt
Environmental Services Director	Exempt
Health Plan Division Manager	Exempt

APPENDIX D -Chief Deputy (Sheriff's Department)

CHIEF DEPUTY (SHERIFF'S DEPARTMENT)

1. **APPLICATION:** This Appendix D applies to the Chief Deputy in the Itasca County Sheriff's Department:
2. **SCOPE:** All provisions of the attached collective bargaining agreement between Itasca County and Itasca County Managers Association (ICMA) shall apply to the classification of Chief Deputy covered by this Appendix D, except as expressly modified by the this Appendix D.
3. **ART. 7- HOURS OF WORK FOR CHIEF DEPUTY:** The schedule of hours of Work shall be established by the Sheriff. The normal hours of work for the Chief Deputy shall be an average of 42 hours per week.
4. **ART. 8- VACATION:** Employees appointed to the Chief Deputy classification who are scheduled to work 42 hours per week shall be subject to all provisions of Section 8.3 of the ICMA contract except for vacation and bonus vacation. Vacation shall be earned as follows:

Effective 1/1/17:

Completed Years

Of Service

0-59 months

60-119 months

120-179 months

180+ months

Rate of Accumulation

of Vacation Hours per pay period

3.231 hours per pay period

4.847 hours per pay period

6.462 hours per pay period

8.078 hours per pay period

Bonus vacation shall be earned as follows

* 3.877 hours of sick leave shall be earned per pay period if the beginning balance is less than 1050 hours.

* 1.939 hours of bonus vacation shall be earned for each pay period the beginning balance is 630 hours or greater, except in any pay period in which sick leave is taken.

5. **ART. 8- SICKLEAVE:** Employees who are scheduled to work 42 hours per week shall be subject to all provisions of Section 8.4 of the ICMA contract regarding sick leave, except that 3.877 hours of sick leave shall be earned per pay period if the beginning balance is less than 1050 hours and the employee has worked or used earned leave at least 50% of the pay period.
6. **ART. 8- SEVERANCE:** Employees appointed to the Chief Deputy classification shall be eligible to convert up to 70% of accumulated sick leave to severance, or such other rate of conversion as may from time to time be set forth in Section 8.5 of the ICMA contract. Employees hired after August 23, 1994, the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which shall be deposited into the Employee's Post Health Care Savings Plan.
7. **ART. 8 - GROUP HOSPITAL - MEDICAL INSURANCE - RETIRED EMPLOYEES:** For employees newly hired to Itasca County after January 1, 1998, the maximum County payment for retirement group insurance premiums shall not exceed \$10,000
8. **APPENDIX B - PAY PLAN:** The classification of Chief Deputy shall be placed on the ICMA pay plan with the annual rate of pay that corresponds to the 42 hour per week schedule.

APPENDIX E-UPDATED MOU RE: MILITARY LEAVE POOL

02/26/2002 Updated Memorandum of Understanding, MOU re: Military Leave Pool

This MOU is being agreed to between Itasca County and Itasca County Employees' Association to institute a Military Leave Pool (MLP). The terms and conditions of the MLP are spelled out below.

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool.

Itasca County may pay to each employee who is an eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active duty military salary and the salary the member would be paid as an active County employee, including any adjustments the employee would have received if not on leave of absence.

Payment may be made only to a person whose basic active duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be based on the employee's regular work week. ¹ Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

Payment under this Policy must not exceed beyond four years from the date the employee was ordered to active service, plus any additional time the employee may be legally required to serve OR until the MLP is depleted—whichever occurs first. ²

Employee share of state, federal (including FICA) taxes and PERA will be paid from the Military Leave Pool.

¹ No reimbursement beyond the normal work week, i.e. employee normally works 43 hours/week, reimbursement will be based on 43 hours/week.

² The value of the pool will be established by actual count of hours donated and the actual value corresponding to those hours. I.e. If Employee A donates 4 hours of vacation and A's pay is \$50/hour and Employee B donates 8 hours of vacation and B's pay is \$100/hour then the value of the pool is 12 hours with a \$1000 value.

The rate paid out will be subtracted from the value of the pool. I.e. If Employee P receives \$1/hour difference (P makes \$9 in the military and \$10 at the County) and is gone for 25 work days or 200 work hours, then \$200 is taken from the MLP and the MLP new balance is \$800.

³ Per 11/07/2001 Steve Fecker letter "Lacking an express statutory grant of authority to provide supplemental pay or benefits to employees called up to active military duty, with the exception of the 15 day paid leave provided under MS 192.26, counties are without authority to provide supplemental pay or benefits."

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to the Courthouse or Human Services Payroll Clerk and shall be recorded on the Employee Attendance Record during each year in January or during the occurring month of donation. To submit donated contribution, complete the Payroll form.⁴

One-time exception to the January 1st submission is granted to Payroll for purposes of organizing and activating the MLP.

This policy provides for retroactive payments to Itasca County employees called to unpaid military leave as of 09/11/2001.⁵

Employees on unpaid military leave who wish to receive contributions from the Military Leave Pool AND who have used all of their vacation and comp time balances⁶ must submit written request with documentation of current military salary to Courthouse or Human Services Payroll.⁷ Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits.³

Employees on military leave with orders to serve military time in the local area (within Itasca County geographical boundaries) must fulfill 40 hours working for the military and/or the County in order to be eligible to draw from the MLP.⁸

Employees on military leave with orders to serve military time outside of the local area (outside of Itasca County geographical boundaries) must serve 40 hours working for the military in order to be eligible to draw from the MLP.

This 02/26/2002 updated MOU supersedes any previously approved MOU by the County and employee group and the effective date of this updated MOU shall be retroactive to 09/11/2001.

⁴Payroll will create the necessary forms.

⁵Presumes the MLP is available for future military leaves even after Operation Enduring Freedom has concluded. If MLP was set up specifically for Operation Enduring Freedom, what does the Board and/or employees want to do with any fund balance after Operation Enduring Freedom concludes?

⁶This presumes the Board wants to mandate the use of vacation and comp time before giving Military Leave Pool donations.

⁷Does the Board want to accept a request from other “immediate family member”, how will that be defined? And what liability goes with that? I.e. estranged spouse submits request

⁸Language addresses those who may be on local duty with time available to work.

Was signed by: County Board Chair Robert Frick, ICEA President Tim Oakley, Coordinator Robert R. Olson