



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 4, 2024

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Absent	
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.5 (Update from County Attorney Candidate James Austad) and approve the Agenda as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

1. Approve the minutes of the Tuesday, May 28, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Accept the Minutes of the May 9, 2024 HHS Advisory Committee Meeting.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/11/2024 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Schindler Maintenance Contract

Motion To: Approve the 24-hours Plus Maintenance Contract With Schindler for elevator preventative maintenance and repair in the new government Center and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOV	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

3. 2022-2024 Labor Contract – Teamsters Local 320 (Supervisors)

Motion To: Adopt the Resolution Re: Approving the Arbitration Award and Prior Tentative Agreements Covering the Collective Bargaining Agreement Between the County of Itasca Representing the Supervisory Unit for the Calendar Years 2022, 2023, and 2024 and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

4. Highway Construction Project Update – June 2024

Transportation Engineer Rachel Metelak provided a Highway Construction Project Update for June 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. Update from County Attorney Candidate James Austad

County Attorney Candidate James Austad provided input on possibility of becoming Itasca County Attorney and included items he sees needing attention in the County Attorney's Office.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

Commissioner Ives reported on attending meetings at Splithand and Wildwood Township with Sara Carling, CEDA, RE: ARP needs. Will be meeting with County Engineer Karin Grandia RE: using extra ARP monies on areas that are not within a Township.

Commissioner Venema reported that he attended meeting in Nashwauk regarding EMS.

Commissioner Johnson reported that he participated in Veteran Service Officer interviews, the graduation of Citizens Academy, and an AFSME Leadership meeting.

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS**

RECESS

Chair Johnson recessed the meeting at 3:12 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:23 PM, with all members present, except Snyder Absent.

X. CLOSED SESSIONS

1. Closed Session Re: County Administrator Annual Performance Review

Motion To: Go into a Closed Session per MN Statutes 13D.05, subd. 3, to conduct County Administrator Brett Skyles' Annual Performance Review.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

Others Present: Human Resources Director Janet Borth, Administrative Services Assistant Shelley Kebart, and Administrator Brett Skyles.

Motion To: Go into Open Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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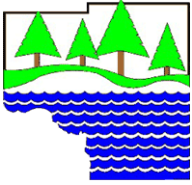
XI. ADJOURN

Chair Johnson adjourned the meeting at 4:06 PM.

ATTEST


John Johnson
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, June 4, 2024

RESOLUTION 2024-31

**RE: APPROVING THE ARBITRATION AWARD AND PRIOR TENTATIVE AGREEMENTS
COVERING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF ITASCA
AND TEAMSTERS LOCAL 320 REPRESENTING THE SUPERVISORY UNIT FOR THE CALENDAR
YEARS 2022, 2023, AND 2024**

WHEREAS, representatives of Itasca County and representatives of Teamsters Local 320 presented unresolved issues to an arbitrator as required by Minn. Stat. Sec. 179A; and,

WHEREAS, the attached document summarizes the arbitration award between the parties and other prior agreed upon issues; and

WHEREAS, the arbitration award is binding on the parties;

NOW THEREFORE BE IT RESOLVED, that the County Board approves the arbitration award and prior agreements;

BE IT FURTHER RESOLVED, that the County Board and the representatives for the County are authorized and directed to prepare contract documents incorporating this arbitration award and prior agreement of the parties and further, the appropriate County officials and representatives are authorized and directed to execute the original contract(s).

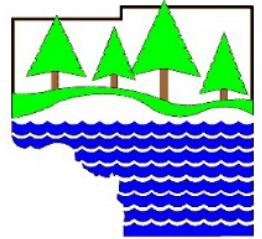
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

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 4th day of June A.D. 2024 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 4th day of June A.D. 2024.

Administrator



June 4, 2024

Chair:

PULL: None

ADDITIONS:

1. Item # 6.5 – Receive update from County Attorney Candidate James Austad

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 28, 2024

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Burl Ives
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

1. Approve the minutes of the Tuesday, May 21, 2024 County Board Work Session.

V. CONSENT AGENDA

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

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Casey Venema
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

1. Approve an LG214 Premises Permit Application, as requested by Grand Rapids Amateur Hockey Association, for gambling at Blackberry Junction located at 25306 Dove Lane, Grand Rapids, MN 55744.
2. Approve tobacco license for new owner Ron Gangl who now operates Ron's Korner, Inc located at 7896 Highway 169, Bovey, MN 55709.

3. Approve On Sale Liquor and Sunday Sales licenses for Blackberry Junction LLC located at 25306 Dove Lane, Grand Rapids, MN 55784.
4. Schedule a Public Hearing Re: Off Sale Intoxicating Liquor License for Blackberry Junction LLC located at 25306 Dove Lane, Grand Rapids, MN 55744 on Tuesday, June 18th, 2024 County Board Work Session, which begins at 2:30 p.m.
5. Authorize Public Health to apply for the Youth Suicide Prevention Learning Collaborative Grant.
6. Authorize out of state travel to Orlanda, Florida for Travis Schultz to attend Honeywell Users Group (HUG) Training.
7. Adopt the Resolution Re: Support for a Big Fork River Watershed One Watershed, One Plan which supports applying for a Mn Board of Water and Soil Resources (BSWR) grant.
8. Adopt the Resolution Re: Support for a Little Fork River Watershed One Watershed, One Plan which supports applying for a Mn Board of Water and Soil Resources (BWSR) grant.
9. Approve the agreement with Goodland Township to include a township bituminous project in a county highway construction contract and authorize the necessary signatures.
10. Approve utility easement for construction, maintenance and operation of an underground electric line over and across tax-forfeited trust lands in Section 34, Township 56, Range 25 and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

Katie Benes provided citizen input regarding a recent American Rescue Plan (ARP) request submitted by Boys & Girls Club.

Katie Jarva, on behalf of Rae Florek, provided citizen input to address concerns regarding a County Attorney applicant.

2. Recognition of County Employees

The following employees were recognized:

Farewell to Lisa Arnold, whose last day as Social Worker HSBS with the HHS Department will be May 30, 2024, after 11+ years of service.

Welcome to new employee, Bay Zuehlke, Sheriff's Deputy/Road Deputy with the Sheriff's Department, which was effective May 20, 2024.

Welcome to new employee, Jennifer Lund, Human Resources Specialist with the Human Resources Department, which was effective May 20, 2024.

Congratulations to Chris Rima-Carlson who accepted a job change from Administrative Support, Records Department to Records Deputy I, Sheriff's Department, effective today, May 28, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 31, 2024, in the amount of \$2,424,384.60.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for May 2024, in the amount of \$1,325,536.56.

RESULT: **APPROVED (5 TO 0)**
MOVER: Commissioner Burl Ives
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

5. Calumet Reclamation Corporation Presentation

Jim Bougalis provided a presentation regarding Calumet Reclamation Corporation, a mining project in Calumet.

RESULT: **INFORMATIONAL - NO ACTION TAKEN**

6. Public Hearing Re: Off Sale Liquor License for Cut Foot Sioux Resort LLC

Motion To: Open the Public Hearing Re: Off Sale Intoxicating Liquor License for Cut Foot Sioux Resort LLC located at 44394 State Highway 46, Deer River, MN.

RESULT: **APPROVED (5 TO 0)**
MOVER: Commissioner Burl Ives
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Motion To: Close the above public hearing.

RESULT: **APPROVED (5 TO 0)**
MOVER: Commissioner Burl Ives
SECONDER: Commissioner Terry Snyder
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Motion To: Approve the issuance of an Off Sale Liquor License for Cut Foot Sioux Resort LLC located at 44394 State Highway 46, Deer River, MN.

RESULT: **APPROVED (5 TO 0)**
MOVER: Commissioner Burl Ives
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

IMCare Controller Matt Alstad provided a County Based Purchasing (IMCare) Division Update, including information regarding the current financial picture of IMCare.

RESULT: **INFORMATIONAL - NO ACTION TAKEN**

8. Bridge Bonding Agreement for SP 031-661-012 – CSAH 61 Bridge Replacement

Motion To: Adopt the Resolution Re: Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions for SP 031-661-012, which authorizes entering into MnDOT Agreement No. 1056237 for Bridge Funding.

RESULT: **APPROVED (5 TO 0)**
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

9. 2024 Campground Host Agreements

Motion To: Approve 2024 Campground Host Agreements for Bass Lake Park and Fairground Park Campgrounds, and authorize necessary signatures.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

10. Public Hearing Re: Park and Recreation Commission Constitution

Motion To: Open the Public Hearing Re: Changes to the Park and Recreation Commission Constitution.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Motion To: Close the above public hearing.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Motion To: Approve the changes to the Park and Recreation Commission Constitution relative to Article IV, Commission Members and authorize necessary signatures.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

11. 2025 Safe Road Zone Grant Program

Motion To: Approve and authorize signatures necessary to execute the 2025 Safe Road Zone Grant Program agreement between the State of Minnesota (DPS) and the Itasca County Sheriff's Office.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

12. American Rescue Plan (ARP) Request – Goodland Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$35,000, from Goodland Township for a Community Center Road and Parking Lot Resurfacing project.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

13. American Rescue Plan (ARP) Request – Goodland Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$35,000, from Goodland Township for a Goodland Volunteer Fire Department Safety project.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

14. American Rescue Plan (ARP) Request – Township of Balsam

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$35,000, from the Township of Balsam for a Parking Lot and Tennis Court project.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

15. American Rescue Plan (ARP) Request – Lone Pine Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$10,000, from Lone Pine Township for a Replacement Greenway Fire Department Fire Truck.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

16. Interim County Attorney Appointment

Motion To: Proceed to negotiations with the top candidate, J. Austad.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Casey Venema
AYES:	Terry Snyder, John Johnson, Burl Ives, Casey Venema
NAYS:	Cory Smith

VII. COMMISSIONER COMMENTS

Commissioner Ives reported on his plans to attend various upcoming township meetings regarding American Recovery Plan (ARP) funds and provided comments regarding the recent discovery of manganese in the town of Emily.

Commissioner Snyder reported on his attendance at recent Itasca Economic Development Corporation (IEDC) and Bigfork Lions Club meetings, various Memorial Day services, and a recent meeting with the MPCA Commissioner regarding permitting and economics. Commissioner Snyder also provided comments regarding the upcoming budget process and labor negotiations.

Commissioner Smith reported on his attendance at a recent Mississippi Headwaters Board (MHB) meeting and provided comments regarding the coordination of a town hall meeting between the City of Squaw Lake and Mesabi Metallics.

Commissioner Venema reported on his attendance at a recent Grand Village Board meeting, as well as the Keetac Ribbon Cutting event.

Commissioner Johnson reported on his attendance at a recent Grand Village Board meeting, as well as the Upper Midwest Employment Law Conference. Commissioner Johnson also provided comment regarding plans for an upcoming Commissioner workshop, appreciation for use of American Recovery Plan (ARP) funds being invested in public safety and infrastructure projects, and acknowledged the recent passing of retired Sheriff Bob Serich.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 4:02 PM.

ATTEST

John Johnson
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, June 4, 2024

REQUEST FOR BOARD ACTION: RBA-2024-243

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the Minutes of the May 9, 2024 HHS Advisory Committee Meeting.

BACKGROUND:

Informational

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHSAC Minutes 05-09-2024
2. AMC Legislative Update 5-2024
3. MACSSA Legislative Update 05-2024

06/04/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/11/2024 2:30 PM
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MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, May 9, 2024
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Lester Kachinske Lloyd Adams Cheryl Lemler Craig Pierce	Angie Baratto Dave Holmbeck Kevin Glass
Members Absent:	Brandi Worrath Roxan Hawkins Daniel Miesle - E	Chris Jenkins Sarah Anderson - E Renee Bymark - E
Others Present:	Eric Villeneuve Brenda Oberg	Naesa Myers

Call to Order:

The meeting was called to order by Chair Lester Kachinske at 12:15 pm.

Approval of March 14, 2024, Minutes:

A motion was made by Lloyd Adams and seconded by Kevin Glass to approve the March 14, 2024, minutes. Motion carried.

Additions/Corrections to Agenda:

There were no additions or corrections to the agenda.

Eric Villeneuve, Director:

Resignation

Dan Seward has resigned from the Advisory Committee. Eric thanked him for his many years of service to the committee.

A motion was made by Cheryl Lemler and seconded by Lloyd Adams to accept the resignation of Dan Seward. Motion carried.

Public Health Update: Naesa Myers, Public Health Division Manager, provided an update stating they have a new nurse starting next week, Katie Carlson. The department continues to struggle with high caseloads. The unit is working on Opioid settlement funds collaborating with probation. As for Legionella update, we are currently at 17 cases. Itasca County contracted with Phigenix and are working on a water treatment plan, meeting every other week. There will be more information to come on this.

Page Two
HHS Advisory Committee Minutes
May 9, 2024

IMCare Update:

No update provided.

Legislative Update:

Eric reviewed the Minnesota Association of Counties Social Services Administration (MACSSA) update stating the house passed its omnibus children and families bill, hoping for money for SSIS within this bill. The amendment was voted down but there was broad bipartisan recognition of the outdated SSIS system, the difficulties faced by county workers, and the challenges that archaic technology poses for human services programs. There was similar acknowledgement during Senate discussion on the omnibus health and human services finance bill. In the opening floor discussion on the bill, Sen. Melissa Wiklund expressed regret for not being able to include county-specific funding for implementation of new technology systems. Wiklund pledged to work on this during an upcoming budget session. Counties continue to work to elevate the need for a pared down MnCHOICES re-assessment for those whose conditions are unlikely to change. With Behavioral Health, the priority admissions task force framework is traveling as part of the House and Senate omnibus human services finance bills. The Hoffman bill passed the floor last week, with some capacity increases to DCT. The Noor companion bill will be heard next week on the House floor, and it includes a number of small one-time additional provisions related to the priority task force report. Conference committee will need to iron out the difference in the two bills. Lastly, a very modified version of a targeted case management priority is traveling as part of the House omnibus human services finance bill.

The Association of Minnesota Counties (AMC) updated the House passed its omnibus children and families bill this week. Rep. Nathan Nelson offered an amendment to increase the appropriation for SSIS within the bill. The amendment was voted down on a party-line vote but the bipartisan recognition of the pressing need was heartening. There was similar acknowledgment in the Senate of the needs around human services system modernization. Sen. Wiklund pledged to work on this during an upcoming budget session, highlighting several elements of the bill including support for expanding mental health, modification of various reimbursement rates, investments in summer EBT and downpayment on SSIS updates to allow county workers to save time and provide a better experience for families.

HHSAC Subcommittee Reports:

AMHAC: Craig Pierce updated that they are developing a plan to have a co-chair. Once the group has volunteers for the chair(s), Craig will get them connected with the Advisory Committee to come and share the updates.

Page Three
HHS Advisory Committee Minutes
May 9, 2024

ICCOA:

Lloyd stated Committee on Aging continues to meet monthly, January through November on the 2nd Wednesday of the month at 10:00am. Last month the presentation was from Emergency Management Services and toured the 911 dispatch center and this month they had a maple syrup presentation.

Tax Aid was successful this year, using the drop off and scan method. They processed a total of 525 federal and state returns and are continuing to process property taxes. The federal returns were at \$347,000, state returns at \$231,450, and homestead/rent at \$124,000 so far and still growing due to the ongoing processing of property tax refunds, giving the total refund back to Itasca County residents of \$822,450.

Provider Updates:

Northland Counseling – Angie stated they are pleased to report that as of January they are getting clients a diagnostic assessment and into services in under 5 days. Northland will be looking at this same process for their medication managers with the goal of getting clients medication appointments in 3-5 days.

Elder Circle – No update provided.

First Call for Help – No update provided.

Other:

Eric stated Grace House is expanding their homeless shelter and holding a groundbreaking ceremony today at 1:00pm. This expansion will double the size of the current homeless shelter.

The next meeting is September 12, 2024.

Adjournment:

There being no further business to come before the Advisory Committee, a motion was made by Lloyd Adams seconded by Dave Holmbeck to adjourn the meeting at 12:50 pm. Motion passed.

AMC

The House passed its omnibus children and families bill this week, HF2476 (Pinto). Rep. Nathan Nelson (R-Hinckley) offered an amendment to increase the appropriation for SSIS within the bill. The amendment was voted down on a party-line vote but the bipartisan recognition of this pressing need was heartening.

There was similar acknowledgement of the needs around human services system modernization during Senate discussion on the omnibus health and human services finance bill, SF4699 (Wiklund). In opening floor discussion on the bill, Sen. Melissa Wiklund (DFL-Bloomington) expressed regret for not being able to include county-specific funding for implementation of new technology systems. Wiklund pledged to work on this during an upcoming budget session. In her bill introduction, Sen. Wiklund highlighted several elements of the bill including:

- Support for expanding mental health (increasing reimbursement rates, school-linked and respite services, new benefits pathways in MA for providers to bill for services already being provided);
- Modification of various reimbursement rates (with acknowledgement that there is more to do and Wiklund's intention to bring forward legislation next year to further align with DHS study);
- Advancing equity in child welfare (updates to MIFPA, the new AAFPA);
- Investments in summer EBT which will draw down \$50 million in federal funds for summer grocery benefits for 400,000 children and their families;
- Downpayment on SSIS updates to allow county workers to save time and provide better experience for families (Wiklund acknowledgement of need for more work in this area, specifically mentioning AMC/MACSSA's modernization bill authored by Sen. Kupec (Clay) and noted a commitment to work on this in 2025);
- Support and expansion of health care workforce and provider infrastructure; and
- The Senate passed the bill in the wee hours of Saturday morning, around 4:00 am and after six hours of debate, on a 34-31 vote.

Earlier in the week the Senate passed SF5335 (Hoffman), the Senate Human Services Omnibus Supplemental Appropriation bill. The vote was one of the more bi-partisan of the year – a 53-13 vote. Numerous GOP amendments were accepted as friendly by Chair John Hoffman (Champlin), acknowledging that there are a number of provisions in his bill that will likely differ significantly from the companion bill authored by Chair Noor in the House. Top priorities for AMC in the Senate Human Services Omnibus bill mainly remain unchanged since amendments in Finance Committee and include several provisions from the Priority Admissions Task Force and some MnChoices simplification provisions. These items did not receive significant floor attention or discussions.

Sen. Utke (Park Rapids) brought forward a technical amendment to fix funding that would absolve Todd County for significant cost related to a patient at AMRTC who has been determined to not meet medical criteria (DNMC) but for whom an appropriate facility is not available. Also of note, Senator Rassmussen (Fergus Falls) brought forward an

From: Carson, Fiona <fcarson@mncounties.org>
Sent: Monday, May 6, 2024 3:25 PM
To: Freeman, Matt; Thies, Angie; Hauptert, Donna; Carson, Fiona
Cc: bmahoney
Subject: MACSSA Legislative Update: Week of April 29, 2024
Attachments: LaylaJacksonLaw_letter_AMCMACSSA_5012024_SF716_SF_final2.pdf

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**MACSSA Legislative Update
Week of April 29, 2024**

The fate of the legislative session remains uncertain after an unbalanced week at the Minnesota Legislature. The House was originally scheduled to vote on nearly all its omnibus finance bills but Republicans were successful in filibustering, resulting in only a few of the bills being considered due to the length of floor session.

For its part, the Senate passed only a few bills this week as they continue to deal with the fallout from Sen. Nicole Mitchell's (DFL-Woodbury) arrest. Sen. Mitchell returned to the Senate on Monday and has been voting since. Republican senators have mounted several attempts to expel Sen. Mitchell, bar her from voting and modify committee membership. As of this update, both the House and Senate are occupied in marathon floor sessions debating cannabis, health and human services, and higher education omnibus finance bills.

Behind the scenes, legislative leaders, Gov. Tim Walz and key committee chairs are working on priority issues – trying to find agreement on policy and finance issues as well as a bonding bill within their own caucuses and across party lines. It is not clear how much progress is being made but the work points to an overall sense that legislators intend to continue “business as usual” when it comes to omnibus bills.

With only eight legislative days remaining and a communicated intent to hold House or Senate floor sessions every day next week, the time crunch for a deal to emerge is real.

Tidbits

- The House and Senate capital investment committees released their bonding proposals this week – they generally align around \$980 million in spending but do not outline specifics around the roughly \$300 million slated for local projects.
- Outgoing Rep. Heather Edelson (DFL-Edina) won her primary for Hennepin County Commissioner in District Six. She will face Marisa Simonetti, a conservative candidate, in the general election on Tuesday, May 14.
- There's been a lot of talk about the public option (health care) this week. The controversial proposal has been narrowed but was removed from the Senate's health and human services bill on a bipartisan vote. In the House, the narrowed proposal was adopted into the omnibus commerce, agriculture and climate/energy omnibus bill in the Ways and Means Committee, despite bipartisan objection.
- Thursday, a group of protestors gathered outside the Senate floor to advocate for the resignation of Sen. Mitchell. The group claimed to be constituents and wore t-shirts stating, "We want lawmakers not lawbreakers."
- The House has been burning the midnight oil this week – they've gone to midnight every single day. On Wednesday night, the body gave a standing ovation to Eric, the employee who runs the snack bar on the second floor of the Capitol. We also thank Eric and his colleagues for their service.
- The new Department of Children, Youth and Families (DCYF) now has a commissioner. On Monday, Gov. Walz appointed Tikki Brown to lead the agency when it launches on July 1, 2024. Brown is currently an assistant commissioner in the Department of Human Services and has been part of the planning process for DCYF.

Human services at-a-glance

It was a busy week for human services bills. The conference committee on SF4399 (Hoffman/Fischer) started and ended its work, coming to agreement on a narrow policy-only bill that contains no problematic provisions for counties. We await the final conference committee report but anticipate that the bill will head to the House and Senate floors next week for final approval.

The House passed its omnibus children and families bill this week, [HF2476](#) (Pinto). Rep. Nathan Nelson (R-Hinckley) offered an amendment to increase the appropriation for SSIS within the bill. The amendment was voted down on a party-line vote but there was broad bipartisan recognition of the outdated SSIS system, the difficulties faced by county workers, and the challenges that archaic technology poses for human services programs.

There was similar acknowledgement during Senate discussion on the omnibus health and human services finance bill, [SF4699](#) (Wiklund). In opening floor discussion on the bill, Sen. Melissa Wiklund (DFL-Bloomington) expressed regret for not being able to include county-specific funding for implementation of new technology systems. Wiklund pledged to work on this during an upcoming budget session. The Senate passed the bill in the wee hours of Saturday morning on a 34-31 vote.

The Senate passed its omnibus human services finance bill, SF5335 (Hoffman), on Tuesday. This bill contains county priorities related to MnCHOICES, priority admissions, and implementation policy for the new Direct Care and Treatment agency. During the Senate floor debate, several Republican amendments were adopted on the bill, making it one of the more bipartisan votes we have seen on any omnibus finance bill. The bill was passed on a 53-13 vote. The House is scheduled to vote on the bill's companion on Monday.

MACSSA priorities

For all of MACSSA's priorities, we continue to work in the context of the omnibus bills to shape the language that is moving. Here is a quick recap of where those bills are moving:

MnCHOICES

Portions of this MACSSA position are traveling in the omnibus human services finance bill (Hoffman/Noor). 3 of the 4 provisions in our MACSSAS priority position are included in that bill. **Counties continue to work to elevate the need for a pared down re-assessment for those whose conditions are unlikely to change.** MACSSA continues to wait on feedback from DHS on the latest iteration of our proposal and what fiscal note DHS would attribute to this proposal. Counties will continue to advocate for this provision in conference committee.

Modernization

SSIS upgrades and accompanying policy language are traveling as part of the Senate health and human services bill (Wiklund) and the House children and families omnibus finance bill (Pinto).

Behavioral health

Our priorities and the priority admissions task force framework are traveling as part of the House and Senate omnibus human services finance bills (Hoffman/Noor). The Hoffman bill passed the floor last week, with some capacity increases to DCT. **The Noor companion bill will be heard Monday on the House floor and it includes a number of small one-time additional provisions related to the priority task force report.** Conference committee will need to **iron out the differences in the two bills**

Targeted case management

A very modified version of this priority is traveling as part of the House omnibus human services finance bill (Noor).

Hearings of interest

The conference committee for SF4399 (Hoffman/Fischer), the human services omnibus policy bill wrapped up its work this week. On Thursday, the conference committee received public testimony and nonpartisan staff walked through House and Senate bill language. On Friday, the committee adopted language and finalized its conference report.

There was extended discussion in the conference committee about the provision to require peer recovery workers to become W-2 employees, which resulted in an amendment that will provide a six-month extension from the effective date of the provision to allow peer recovery workers who are already employed as independent contractors to convert. Rep. Peter Fischer (DFL-Maplewood) also offered an amendment to phase out the subminimum wage which failed on a tie after passionate discussion.

Reference materials:



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 4, 2024

REQUEST FOR BOARD ACTION: RBA-2024-86

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, June 4, 2024

REQUEST FOR BOARD ACTION: RBA-2024-261

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Schindler Maintenance Contract

BOARD ACTION REQUESTED:

Approve 24-Hour Plus Maintenance Contract with Schindler for elevator preventative maintenance and repair in the new Government Center and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County Courthouse_24 Hour Plus Contract

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder



Schindler Plus

Date: May 30, 2024

Prepared For:

**Itasca County Courthouse
123 Ne 4Th St
Grand Rapids, MN 55744-2659**



Date: May 30, 2024

Estimate Number: TSAN-D4TKPU (2024.2.1)

To:
Itasca County Courthouse
123 Ne 4Th St
Grand Rapids, MN 55744-
2659
Attn: Larry Filippi

Building Name:
Itasca Government Center Jail

From:
895 Blue Gentian Road
Suite 12
Eagan, MN 55121-1568
Phone: 651-406-5340
Fax: 651-406-5321

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length			
					Openings	Capacity	Speed	Install#
Itasca County Courthouse 123 Ne 4th St Grand Rapids, MN 55744-2659								
1	Schindler	Hydraulic Passenger	ELEV 01		3F/2R	4000	150	Q1758
1	Schindler	Hydraulic Passenger	ELEV 02		2F/2R	4000	150	Q1759
1	Schindler	Hydraulic Passenger	ELEV 03		2F/1R	2500	150	Q1760
1	Schindler	Hydraulic Passenger	ELEV 04		3F/2R	2100	150	Q1761
1	Schindler	Hydraulic Passenger	ELEV 05		1F/1R	2100	150	P2980

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") and **ITASCA COUNTY COURTHOUSE** ("you") agree as follows:

PREVENTIVE MAINTENANCE PROGRAM

Schindler shall furnish Preventative Maintenance at a frequency either determined by the applicable Authority Having Jurisdiction (AHJ) for this location at the time of original commencement, or if no such local requirements exist, in accordance with ASME A17.1. Schindler has developed Maintenance Control Programs (MCPs) for each relevant Equipment type, which meet and exceed ASME code requirements. Our MCPs incorporate tasks, task description, relevant ASME A17.1 code references, and planned performance intervals. These tasks will be completed by a trained Schindler technician. All completed tasks are recorded digitally and are accessible to you, for reference purposes, on our Schindler ActionBoard (web portal).

We will examine, lubricate, and adjust, the Covered Components listed below:

HYDRAULIC ELEVATORS

Basic components:

- **Controller Equipment**
 - Resistors, timers, fuses, overload switches, minor contacts, wiring, and coils
- **Car Equipment**
 - Guide shoe inserts or roller assemblies, loadweighing devices, and car safety devices
- **Door Equipment**
 - Door operating devices, door protection devices, hangers, closers, interlocks, contacts, and gibs
- **Hoistway and Pit Equipment**
 - Limit switches and buffer(s)
- **Signals and Accessories**



- Car operating panels, hall stations, in-car and hall lanterns, and their applicable buttons, keyswitches, and bells; signal lamps shall be replaced during regular visits only unless a service request is initiated, in which case that request shall be billable at our standard billing rates

Major components:

- **Controller Equipment**
 - Solid state devices, contactors, and PC boards
- **Hydraulic System Equipment**
 - Exposed piping and connections, pumps, motors, and valves
- **Hoistway and Pit Equipment**
 - Exposed piping and connections, above ground hydraulic cylinders, and packings
- **Additional Items**
 - Traveling cables and other miscellaneous wiring

CLEANING

As conditions or ASME code dictate, Schindler shall clean the machine room, car top, and pit of debris related to our work in these areas.

CALLBACK COVERAGE

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

Schindler shall provide 24 hour emergency minor adjustment callbacks. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention (either due to a passenger entrapment, loss of access to a floor, or complete loss of elevator service) and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

REPAIRS

As conditions, usage, or as ASME code dictate, Schindler shall repair or replace the Covered Components. Replacements for the Covered Components are available either at a local Schindler location, at our national Service Distribution Center, or within our network of Schindler approved, third-party suppliers.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.



HOURS OF SERVICE

Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.

SCHINDLER AHEAD

Schindler Ahead is a digital closed-loop system which, via a dedicated wireless cellular signal, provides remote connectivity between your Equipment and Schindler, allowing us to be notified 24/7 if any connected component or function is operating outside established parameters. Schindler Ahead can help improve your Equipment reliability, provide you with deeper insights, superior convenience, and greater cost control.

Your contract includes the above features as well as the following Core package:

Connect – The Connect package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Enhanced – The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the agreement.

Premium – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The following digital services are also available:

SafeCall – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

_____ Initial here to add SafeCall for \$30 per unit, per month in addition to the subscription price shown in the price section below



Visual Alarm Module (VAM) Monitoring – In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement is in supplement to the elevator's in-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present.

_____ Initial Here to add VAM Monitoring for \$15 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

EXCLUSIONS

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; below ground or unexposed plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; replacement and disposal of hydraulic oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment. In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)
- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.



TERM

This Agreement commences on July 19, 2024, and continues until July 18, 2034, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$1,500.00 per month, payable annually in advance (\$18,000.00 per installment), exclusive of applicable taxes, unless another payment option is accepted below:

Payment Option	Revised Monthly Price	Acceptance (Initial)
Annual in Advance	\$1,500.00	
Semi-Annual in Advance	\$1,530.00	
Quarterly in Advance	\$1,560.00	
Monthly in Advance	\$1,590.00	

The pricing above includes a subscription price of \$75 per month for Schindler Ahead Connect on 5 units, totaling \$75.00 per month, which will commence upon activation of Schindler Ahead services. If you would like to upgrade your Schindler Ahead tier, please indicate by checking below:

☐ Upgrade to the Enhanced Package - \$10 per unit, per month addition.

The standard method of invoice delivery shall be by email. Please provide the applicable email address in the Bill To section of the Customer Information section in this document. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Method of payment shall be by check, unless another option is selected below:

☐ Direct Debit (Attach copy of voided check)

☐ Credit Card (Complete "Other" section within included Customer Information Sheet)

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.



SPECIAL TERMS AND PRICING

Coverage for the "Covered Major Component: Packing" is only limited to coverage of the material cost under this agreement. Any labor required to change packing will be billed separately

Schindler will provide the first four (4) months of service for free if this agreement is signed and returned before the date of 6/4/2024



The attached terms and conditions are incorporated herein by reference.
Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Lance Larson

For: Schindler Elevator Corporation

Title: Sales Representative

Date: May 30, 2024

Accepted:

By: _____

For: Itasca County Courthouse

Title: _____

Date: _____

Approved:

By: Kenneth Groll

Title: General Manager

Date: May 30, 2024



CUSTOMER INFORMATION

Owner / Manager Information

Legal Name of Company:		
Address:		
City:	State:	Zip:
Federal Tax ID #:	Tax Exempt? (if Yes, provide Certificate)	

Primary Contact Name:	Title:
Email:	Phone:

Bill To Information

Legal Name of Company:		
Address:		
City:	State:	Zip:
Purchase Order? (if Yes, provide applicable Number)		
Bill To Email #1 (required):		
Bill To Email #2 (optional):		

Accounts Payable Contact Name:	
Email:	Phone:

Other (if applicable)

Credit Card:	☐ VISA	☐ MC	☐ AMEX
Name:			
Number:			
Expiration:		Billing Zip:	
Signature:			

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 90 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.

In the event you decline the automatic renewal, this Agreement shall continue on a month-to-month basis following the termination date, unless terminated by either party in accordance with the above provisions. Schindler will not be responsible for the repair or replacement of any Covered Major Components during renewal periods of less than twelve (12) months.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement price to account for additional costs incurred by Schindler.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.



Schindler

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 4, 2024

REQUEST FOR BOARD ACTION: RBA-2024-260

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Janet Borth, Brett Skyles

AGENDA ITEM:

2022-2024 Labor Contract - Teamsters Local 320 (Supervisors)

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Approving the Arbitration Award and Prior Tentative Agreements Covering the Collective Bargaining Agreement Between the County of Itasca and Teamsters Local 320 Representing the Supervisory Unit for the Calendar Years 2022, 2023, and 2024 and authorize necessary signatures.

BACKGROUND:

Please see attached memorandum from Scott Lepak, Chief Labor Negotiator, for additional background related to the arbitratraion award associated with this contract.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. itasca county memo to county board on supervisors interest arbitration(4317041.2)
2. Itasca County Teamsters supervisors 2022-2024 final cba(4357352.1)

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 4, 2024

RESOLUTION 2024-31

**RE: APPROVING THE ARBITRATION AWARD AND PRIOR TENTATIVE AGREEMENTS
COVERING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF
ITASCA AND TEAMSTERS LOCAL 320 REPRESENTING THE SUPERVISORY UNIT FOR THE
CALENDAR YEARS 2022, 2023, AND 2024**

WHEREAS, representatives of Itasca County and representatives of Teamsters Local 320 presented unresolved issues to an arbitrator as required by Minn. Stat. Sec. 179A; and,

WHEREAS, the attached document summarizes the arbitration award between the parties and other prior agreed upon issues; and

WHEREAS, the arbitration award is binding on the parties;

NOW THEREFORE BE IT RESOLVED, that the County Board approves the arbitration award and prior agreements;

BE IT FURTHER RESOLVED, that the County Board and the representatives for the County are authorized and directed to prepare contract documents incorporating this arbitration award and prior agreement of the parties and further, the appropriate County officials and representatives are authorized and directed to execute the original contract(s).

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Burl Ives, Casey Venema
ABSENT:	Terry Snyder

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 4th day of June A.D. 2024 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 4th day of June A.D. 2024.

To: Itasca County Board of Commissioners
From: Scott Lepak, Chief Labor Negotiator
Date: May 29, 2024
Re: Supervisory group Arbitration Award

The County received the April 5, 2024 interest arbitration award covering certain supervisors in the bargaining unit now represented by the Teamsters Local 320. This is the group that was formerly represented by ICEA. This arbitration award is the result of the impasse in negotiations to replace the prior collective bargaining agreement that expired by its terms on December 31, 2021. There were 25 individuals in the bargaining unit at the time of the hearing.

The interest arbitration addressed 20 issues. The County prevailed on each issue that was submitted to the arbitrator for determination. As a result, the members of this bargaining unit will be covered by the same general pay adjustments for 2022-2024 as the majority of the Itasca County employees as well as common continued health insurance and life insurance benefits provided to the other Itasca County employees. Additionally, the members of the bargaining unit will continue to be covered by the same language as the prior agreement on hours of work, holidays, vacation and bereavement leaves. The County proposed changes on severance pay and leaves of absence that the County sought in order to clarify the application of existing law and provide consistency with other bargaining units at the County were also awarded.

In addition, the parties reached agreement on a number of other changes. Those changes are noted below and are also incorporated into the contract document.

Pursuant to state law, any party has the right to appeal the arbitration award within 90 days after the award is delivered. This right to appeal is limited to a narrow number of situations such as where: 1) the award was procured by corruption, fraud or other undue means; 2) there was evident partiality by the arbitrator or misconduct prejudicing the rights of any party; 3) the arbitrator exceeded his powers; 4) the arbitrator refused to postpone the hearing upon sufficient cause, refused to hear material evidence or otherwise conducted the hearing as to prejudice the rights of any party; or 5) there was no agreement to arbitrate (in this case, arbitration is required by statute if requested by the union). I have reviewed the award and it is my opinion that there are no valid grounds for appeal by the County or the Union.

The law requires that a contract implementing the award be approved by the County Board. I have attached a resolution approving the terms of the arbitration award and prior agreements.

EXPERIENCE | TRUST | RESULTS

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Scott M. Hagel
Robert A. LaFleur

* Also Licensed
In Wisconsin

Agreements by the parties prior to arbitration:

1. Change ICEA references to Teamsters Local 320 and Association references to Union.
2. Article 18 (Duration). Length of Agreement will be January 1, 2022 through December 31, 2024.
3. Article 8 (Benefits). Section 8.10 (Group Hospital – Medical Insurance), Subsection A (Active Employees)(2). Revise as follows:

Employees in regular positions, who have opted not to be covered by ~~hospital/medical~~ health insurance, and later choose to be covered by the same, may re-enroll during open enrollment or due to a life changing event ~~be covered by said insurance provided they are accepted by the insurance company.~~

4. Article 8 (Benefits). Section 8.12. Delete “Effective upon ratification of the 1997 collective bargaining agreement”...
5. Article 8 (Benefits). Delete Section 8.13 (Eligibility of Regular Part Time Employees For Benefits).

6. Article 8 (Benefits). Section 8.10 D. Dental Insurance

~~Upon successful completion of the employee’s probationary period and p~~Provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or 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. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

7. Article 8 (Benefits). Section 8.10 E. Life Insurance

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of (Amount from interest arbitration) for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses 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 life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

**AGREEMENT BETWEEN
TEAMSTERS LOCAL 320
AND
THE COUNTY OF ITASCA**

(Supervisors)

JANUARY 1, 2022 - DECEMBER 31, 2024

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT	1
ARTICLE 2. DEFINITIONS.....	1
ARTICLE 3. RECOGNITION	2
ARTICLE 4. RESPONSIBILITY OF PARTIES	2
ARTICLE 5. CHECKOFF OF UNION DUES	3
ARTICLE 6. MANAGEMENT RIGHTS	3
ARTICLE 7. HOURS OF WORK.....	4
ARTICLE 8. BENEFITS	6
8.1 Holidays	6
8.2 Floating Holiday	7
8.3 Vacations.....	7
8.4 Sick Leave.....	9
8.5 Severance Pay	9
8.6 Sick Leave Pool	10
8.7 Bereavement Leave.....	11
8.8 Life Insurance	11
8.9 Group Dental Insurance	11
8.10 Group Hospital-Medical Insurance.....	12
8.11 Leaves of Absence	17
ARTICLE 9. SENIORITY.....	18
ARTICLE 10. PHYSICAL EXAMINATIONS	21
ARTICLE 11. DISCIPLINE.....	21
ARTICLE 12. GRIEVANCE PROCEDURE.....	21
ARTICLE 13. BULLETIN BOARD	23
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	29
APPENDIX B-PAY PLANS	30
APPENDIX C-EXEMPT/NON_EXEMPT POSITIONS	34
APPENDIX D-SHERIFF'S DEPARTMENT SUPERVISORS	35
APPENDIX E-UPDATED MOU RE: MILITARY LEAVE POOL.....	38
APPENDIX F-COUNTY ATTORNEY DEPARTMENT SUPERVISORS	41
APPENDIX G - JUNETEENTH.....	44

AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the "Employer," and Teamsters Local 320, hereinafter referred to as the "Union."

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 Union or 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. 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 Teamsters Local 320 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 Union as the exclusive collective bargaining agency for each Union 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 Union, 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 Union.

4.5 Nondiscrimination. 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

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

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 Union 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. Non-Exempt Employees: The normal hours of work for non-exempt employees shall be 8 hours per day and 40 hours per week during normal office hours, subject to the Department Head's discretion to schedule hours of work as deemed necessary by the Department Head.

C. 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 not more than 80 hours (120 hours for Road and Bridge Department) of compensatory time off.

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. Non-Exempt Employees: All hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the rate of 1 ½ times the normal hourly rate, as per the Fair Labor Standards Act.

D. 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.

7.3 On Call

Employees who are scheduled by their supervisor to be on call shall be compensated at the rate of \$3.00 per hour for each hour of scheduled on call. On call requirements shall be as established by policy of the employee's supervisor, which policy may be amended from time to time by the employee's supervisor at the employee's supervisor's discretion.

7.4 Call Out

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 back, 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 2 hours pay at the classified hourly rate.

7.5 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:

For Road & Bridge and Sheriff employees:

- | | |
|---------------------|----------------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. President's Day | 9. Thanksgiving Day |
| 3. Good Friday | 10. Day after Thanksgiving |
| 4. Memorial Day | 11. Christmas Day |
| 5. Independence Day | 12. Martin Luther King Day |
| 6. Labor Day | 13. Christmas Eve Day |
| 7. Columbus Day | 14. 1 Floating Holiday |

For non-Road and Bridge and non-Sheriff employees:

- | | |
|------------------------|------------------------|
| 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.

8.2 Floating Holiday

For Road & Bridge and Sheriff employees: Upon the successful completion of the probationary period, 1 floating holiday (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.

Initial employment probationary status employees cannot take the floating holiday until the six month probationary period has been successfully completed at which time the floating holiday is earned for the year in which the probationary period was completed.

For non-Road & Bridge and Sheriff employees: 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. A floating holiday cannot be carried over into the following year or paid upon separation.

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 for the first quarter and the vacation

leave accrual will be recalculated and pro-rated based on the number of hours worked in the previous quarter thereafter.

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 without giving the Employer at least 30 days advance written notice of resignation or retirement shall forfeit all accumulated, unused vacation, unless the 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 prior to the last payroll 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.

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.

(b) 1.847 hours of bonus vacation shall be earned for each pay period the beginning balance is 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.

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 for the first quarter and the sick leave accrual will be recalculated and pro-rated based on the number of hours worked in the previous quarter thereafter.

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 the Union, the employee will continue as a NOT capped employee in the Union.

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 the Union, the employee will be allowed to keep the higher cap limit.

8.6 Sick Leave Pool

Employees may voluntarily donate one or more vacation days, in one-half day increments, to a Sick Leave Pool. These donated days may be used by Union members for hospitalization or major medical problems when the Union employee has exhausted

their own sick leave, vacation days, and compensatory time. Contributions to the Pool must be submitted on January 1 or upon depletion of the sick leave pool to Payroll and shall be recorded on the Electronic Timekeeping System during January of each year. A committee of Union members shall make the determination for eligibility, allocation, and usage of the sick leave pool.

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.

All employer provided insurance and employee elected additional insurance coverage will terminate upon the employee leaving employment.

8.9 Group Dental Insurance

A. Provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or 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. For new

hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

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 health insurance, and later choose to be covered by the same, may re-enroll during open enrollment or due to a life changing event.

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

6. High Deductible Plan (Option 1) \$1850/\$3750 Deductible (in 2023) or the High Deductible Plan (Option 2) \$3750/\$7500 Deductible (in 2023) both with a Health Savings Account (HSA) shall be the 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 employees 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 employees who are enrolled in the health insurance plan for the year.

7. 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 coverages provided for retirees shall be High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) both with a Health Savings Account (HSA) shall be the 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 for 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 but 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 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. 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 the Union, the employee will continue as a NOT capped employee in the Union.

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 the Union, 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 number of hours expected to work for the first quarter and the benefit will be recalculated based on the number of hours worked in the previous quarter thereafter.

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 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
Teamsters Local 320	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.

H. 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, 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 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 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.

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 Union. 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 in the Courthouse and other designated areas 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 Personnel 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 January 1 of each calendar year and posted on employees' bulletin boards. Copies of seniority lists shall be sent to the Secretary and President of the Union and the Human Resources Director.

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 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.

Past Practices. The Union agrees that past practices of the employer shall not be the basis for grievances.

ARTICLE 13. BULLETIN BOARD

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

ARTICLE 14. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

14.1 Pay Plan

A. The monthly salary set forth in APPENDIX B entitled "Teamsters Local 320 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 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 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. Department Heads must verify satisfactory performance and prepare personnel action notices (PAN's) and attach this PAN to the performance appraisal form. This pertains to both Elected and Appointed Officials. The anniversary increases will become effective on the classification date and upon successful review of the performance and the salary increase will be implemented for the full pay period in which the classification date falls. The definition of a classification date shall be the date that an employee entered the job at its current classification.

E. Step 9 must be re-earned on an annual basis. Individuals with less than satisfactory performance upon completion of the performance appraisal shall be reduced

to Step 8. Those reduced may re-earn Step 9 at the next anniversary performance appraisal by attaining satisfactory performance during that period.

F. 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.

G. 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 appropriate payroll 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 payroll 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 in writing to the appropriate payroll department 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 Union 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 Union, 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:

John Johnson
County Board Chair

Brett Skyles
County Administrator

Dated

Dated

TEAMSTERS LOCAL 320:

Business Agent

Union President

Dated

Dated

4357352.1

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

01/01/2022 320 Supervisors 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										
Grade 12 /42 hr	\$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 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	\$58.57	\$60.81	\$63.15	GRADE 18

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

01/01/2023 320 Supervisors 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										
Grade 12										
/42 hr	\$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 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	\$59.74	\$62.03	\$64.41	GRADE 18

01/01/2024 320 Supervisors 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										
Grade 12 /42 hr	\$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 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	\$61.32	\$63.67	\$66.12	GRADE 18

APPENDIX C-EXEMPT/NON_EXEMPT POSITIONS
EXEMPT/NON-EXEMPT POSITIONS - SUPERVISORY UNIT

<u>Job Title</u>	<u>Exempt/ Non-Exempt</u>
Administrative Coordinator	Exempt
Assistant Land Commissioner	Exempt
Chief Deputy Auditor/Treasurer	Exempt
Assistant County Assessor	Exempt
Chief Deputy Recorder/Registrar	Exempt
Chief Deputy County Surveyor	Exempt
Assistant Jail Administrator/Lieutenant	Non-exempt
Deputy Sheriff/Lieutenant	Non-exempt
Emergency Communications Coordinator/Lieutenant	Non-exempt
Jail Administrator Captain	Non-exempt
Highway Maintenance Supervisor	Exempt
Environmental Services Coordinator	Exempt
Purchasing/Equipment Maintenance Supervisor	Exempt
Facility Management Supervisor	Non-exempt
First Assistant/Chief Deputy County Attorney	Exempt
Highway Maintenance Director	Exempt
Risk/Safety Manager	Exempt
Transportation Engineer	Exempt

APPENDIX D-SHERIFF'S DEPARTMENT SUPERVISORS
SHERIFF'S DEPT. SUPERVISORS

1. **APPLICATION:** This Appendix E applies to the following supervisory classifications in the Itasca County Sheriff's Department: Deputy Sheriff/Supervisor/Civil Process; Deputy Sheriff/Supervisor/Investigator; Jail Coordinator; Assistant Jail Coordinator; and Dispatch Coordinator.
2. **SCOPE:** All provisions of the attached collective bargaining agreement between Itasca County and Teamsters Local 320 (Union) shall apply to the supervisory classifications covered by this Appendix E, except as expressly modified by this Appendix D.
3. **ART. 7 - HOURS OF WORK FOR DEPUTY SHERIFF/SUPERVISORS:** The schedule of hours of work and break time shall be established by the Sheriff. The normal hours of work for the Jail Coordinator, Assistant Jail Coordinator and Dispatch Coordinator shall be an average of 40 hours per week. Such supervisors who are scheduled to work 40 hours per week and who are eligible for overtime shall be paid time and one-half for all hours worked in excess of 40 hours per week. The normal hours of work for the Deputy Sheriff/Supervisor classifications shall be an average of 42 hours per week. Deputy Sheriff/Supervisors who are eligible for overtime shall be paid 1.575 times their hourly rate of pay for all hours worked in excess of 42 hours per week.
4. **ART. 8 - HOLIDAYS:** Employees appointed to supervisory classifications covered by this Appendix E prior to July 1, 1998 shall be paid time and one-half the employee's regular hourly rate for all hours worked on designated holidays. Employee's appointed to such supervisory classification on or after July 1, 1998 shall receive the holiday pay benefit set forth in Section 8.1 of the Union collective bargaining agreement.
5. **ART. 8 - VACATION:** Employees appointed to supervisory classifications covered by this Appendix E prior to July 1, 1998 shall accrue vacation as of the employee's anniversary date for the benchmark year (rate of accrual change) and shall not be subject to the vacation accumulation limit set forth in Section 8.3 of the Union contract. Employees appointed to such supervisory classifications on or after July 1, 1998 shall be subject to all provisions of Section 8.3 of the Union contract regarding vacation and bonus vacation.

Employees appointed to such supervisory classifications on or after July 1, 1998 who are scheduled to work 42 hours per week shall be subject to all provision of Section 8.3 of the Union contract except for vacation and bonus vacation accrual which shall be as follows:

APPENDIX D
SHERIFF'S DEPT. SUPERVISORS
(Continued)

Vacation shall be earned as follows:

<u>Completed Years Of Service</u>	<u>Rate of Accumulation of Vacation Hours per pay period:</u>
1-12 mths/1 yr	1.615 hrs
13-48 mths/2-4 yrs	3.231 hrs
49-108 mths/5-9 yrs	4.846 hrs
109-228 mths/10-19 yrs	6.462 hrs
+229 mths/+20 yrs	8.076 hrs

Effective 1/1/17:

<u>Completed Years Of Service</u>	<u>Rate of Accumulation of Vacation Hours per pay period</u>
0-59 months	3.231 hours per pay period
60-119 months	4.847 hours per pay period
120-179 months	6.462 hours per pay period
180+ months	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.

6. **ART. 8 – SICK LEAVE:** Employees who are scheduled to work 40 hours per week shall be subject to all provisions of Section 8.4 of the Union contract regarding sick leave. Employees who are scheduled to work 42 hours per week shall be subject to all provisions of Section 8.4 of the Union 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 if the employee has worked or is on earned leave at least 50% of the pay period.

7. **ART. 8 - SEVERANCE:** Employees appointed to supervisory classification covered by this Appendix E prior to July 1, 1998 shall be eligible to convert up to 75% of accumulated sick leave to severance when eligible for severance under the Union contract. For employees hired after August 23, 1994, the maximum County payment for the 75% dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$10,000. (That is, 75% 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 25% dollar value of an employee's accumulated unused sick leave which shall be deposited into the Employee's Post Health Care Savings Plan. Employees appointed to such supervisory classification positions on or after July 1, 1998 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 Union contract. For 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.

8. **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.
9. **ON CALL.** Deputy Sheriff/Supervisors who are scheduled by the Sheriff to be on call shall be compensated at the rate of \$3.00 per hour for each hour of scheduled on call. On call requirements shall be as established by policy of the Sheriff, which policy may be amended from time to time by the Sheriff at the Sheriff's discretion.
10. **APPENDIX B - PAY PLAN:** The supervisory classifications covered by this Appendix D who are scheduled to work 42 hours per week shall be placed on the Union 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 Teamsters Local 320 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

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."

Employee share of state, federal (including FICA) taxes and PERA will be paid from the Military Leave Pool.

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

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.

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. Was signed by: County Board Chair Robert Frick, ICEA President Tim Oakley, Coordinator Robert R. Olson

APPENDIX F-COUNTY ATTORNEY DEPARTMENT SUPERVISORS

Items 1-3 of this MOU are being agreed to between Itasca County and Teamsters Local 320 for supervisory jobs in the County Attorney Department.

1. Professional Education and Dues:

The County shall pay on the behalf of the employees, the cost of Minnesota Supreme Court Attorney license fee, the membership dues to the Minnesota Bar Association, Minnesota County Attorneys Association, National District Attorneys Association and the American Bar Association, as well as any other professional organization deemed appropriate by the Itasca County Attorney. The County shall pay on the behalf of the employees the cost of continuing legal education seminars, including the cost of travel, lodging and meals, when those seminars related to topics affecting Itasca County, and when the Itasca County Attorney has consented to the employee's attendance thereof.

2. Candidates for Elective Office: Leave of Absence:

An employee who announces his/her candidacy for any county-wide, state-wide, federal or judicial elective office, or any employee who files for such office, shall take an unpaid leave of absence effective upon such announcement or filing, whichever is earlier, and continuing until such time as the election is finally determined.

Upon the request of the Itasca County Attorney, an employee who announces his or her candidacy for any other elective office, including but not limited to township, school board or municipality office, shall take an unpaid leave of absence effective upon such announcement or filing, whichever is earlier, and continuing until such time as the election is finally determined.

3. On-call:

Notwithstanding any other provision, it is expressly understood that the "on-call" attorney shall not receive compensatory overtime unless legal services are requested. Prior authorization by the County Attorney for the "on-call" attorney or for the attorney responsible for felony prosecutions to respond is not needed. In the event of abuse, the County Attorney may deduct the claimed compensatory time.

The effective date of this MOU shall be 05/27/2003.

Was signed by: County Board Chair Mark Mandich, ICEA President Tim Oakley, Coordinator Robert R. Olson, County Attorney Jack Muhar.

APPENDIX G-JUNETEENTH HOLIDAY

MEMORANDUM OF AGREEMENT

Between the County of Itasca and

Minnesota Teamsters Local 320

(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Minnesota Teamsters Local 320 (hereinafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2019, to December 31, 2021, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

WHEREAS, the State of Minnesota requires that all existing collective bargaining agreements referencing Columbus Day as a holiday shall revise such reference to Indigenous Peoples Day; and

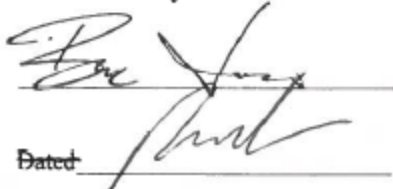
NOW, THEREFORE, the parties have agreed to amend Article 8, Section 1 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

IT IS FURTHER AGREED THAT, the reference to Columbus Day in the collective bargaining agreement is hereby revised to identify the holiday as Indigenous Peoples Day.

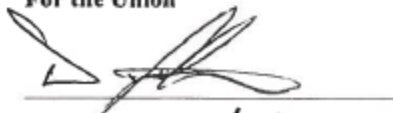
The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect except that the reference to Indigenous Peoples Day rather than Columbus Day will continue forward as required by law. The parties recognize that the Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 8 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca


Dated 06/06/2023

For the Union


Dated 6/1/23



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 4, 2024

REQUEST FOR BOARD ACTION: RBA-2024-259

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Highway Construction Project Update - June 2024

BOARD ACTION REQUESTED:

Informational 2024 Construction Update

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Construction Update 2024

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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JUNE HIGHWAY CONSTRUCTION UPDATE 2024

Road Number	LOCATION (FROM - TO)	Length	Type of Work	Status
CR 407	Rail Road Crossing	—	Crossing Improvements	BNSF will complete this work, timeframe currently unknown
CSAH 35	TH 46 to TH 6	15.0	Bituminous Overlay & Rehab	Paving complete, mailbox supports, pavement markings and guardrail remain
CSAH 62	CSAH 63 to TH 2	2.4	Bituminous Overlay/Rehab	Waiting for City to complete utility work. Paving anticipated in July.
CR 560	TH 65 to TH 65 (Goodland)	2.7	Bituminous Overlay	Work to begin week of June 3rd
CSAH 84	City of Calumet - TH 169 to TH 169	0.2	Bituminous & Concrete work	Work to begin week of June 3rd
CSAH 81	4th & 5th Avenue	-		Miscellaneous road work included with City of Deer River construction contract
CSAH 52	CR 340 to CR 342	2.8	Reconstruction	Work began on west end, road constructed and select on approximately 1/2 mile
CSAH 61	Bridge 31513 over Prairie River	—	Bridge Replacement	Work to begin week of June 3rd
CR 336	Bridge 7108 & 93290 over the Prairie River	—	Bridge Replacement	Bridge deck and approach panels poured, will be forming railings
	Western Itasca County		Pavement Markings	Complete



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 4, 2024

REQUEST FOR BOARD ACTION: RBA-2024-265

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER:

AGENDA ITEM:

Update from County Attorney Candidate James Austad

BOARD ACTION REQUESTED:

Receive update from County Attorney Candidate James Austad.

BACKGROUND:

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, June 4, 2024

REQUEST FOR BOARD ACTION: RBA-2024-219

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Janet Borth

AGENDA ITEM:

Closed Session Re: County Administrator Annual Performance Review

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.05, subd. 3, to conduct County Administrator Brett Skyles' Annual Performance Review.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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