ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, April 1, 2025 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.6 (M>N> Technology, LLC Presentation), add Item #6.8 (Letter of Opposition to Payment in Lieu of Taxes (PILT)), **:** add additional information to Item #5.1(Local 1626), Item #5.2(Local 1452), Item #5.3(Local 580) and Item #5.4(Local 639) and approved agenda as amended.

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes of Tuesday, March 25, 2025, county Board Regular Session.

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

1. Approve the minutes of the Tuesday, March 25, 2025 Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Add additional information to Item #5.1(Local 1626), Item #5.2(Local 1452), Item #5.3(Local 580) and Item #5.4(Local 639) and approve the consent Agenda, as amended.

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

1. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 1626 Courthouse Unit.

2. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 1452 Road and Bridge Unit.

3. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 580 Health and Human Services Unit.

4. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 639 Emergency Communications Unit

5. Authorize offer of employment for the Facilities Manager position to Anthony Palkki at Grade 13, Step 5.

6. Approve the reallocation of one (1) Grade 7 Human Resources Assistant position to one (1) Grade 8 HRIS (Human Resources Information System) Assistant position in the Human Resources Department.

7. Approve Mail Ballot and Absentee Ballot election judges for the April 15th, 2025 Special Primary Election and April 29th, 2025 Special General Election as follows: Doug Braff, Ruth Ann Connolly, Jeff Frazier, Ann Hauser, Marge Sutherland, Dwight Kessler, Sheila Hunter, Emily Christensen, Kathy Krook, Gwen Rutherford, Amy Savela, Gail Guck, Melissa Skoglund, Tony Fremont, Hollie Hornstra, Jenna Madoll, Michelle Jensen, Kristina Loch, Michael Loidolt, Carolyn Randall and trained alternates as needed.

8. Accept the Minutes of the March 13, 2025 HHS Advisory Committee Meeting.

9. Authorize entering into the Amendment to MnDOT Agreement No. 1056219 for bridge bond funding for SAP 031-670-010 and provide the required signatures.

10. Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Direct County Fee Owned Land Sale.

VI. REGULAR AGENDA

1. Fringe Benefits for County Assessor
   Motion To: Approve the Fringe Benefits for county Assessor and set the salary at Grade 15, Step 2 ($92,872.00).

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

2. Citizen Input

   No citizen input was provided.

3. Legislative Conference Call

   A Legislative Conference call was provided by MN Lobbyist Shane Zahrt.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of April 2, 2025, in the amount of $359,306.21.

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

5. Nashwauk Ambulance Subordinate Service District.

   Motion To: Authorize going out for bids for the Nashwauk Ambulance Subordinate Service District contingent on change regarding contractor choosing a different building at their discretion.

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

7. Northland Reliability Project.

   Senior Environmental Compliance Specialist Zach Golkowski, Senior Construction Manager, Enterprise Projects Kyle Larson, and Senior Real Estate Specialist gave presentation on the Northland Reliability Project.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

8. Letter in Opposition of Payment in Lieu of Taxes (PILT)

   Motion To: Approve sending Letter in Opposition and authorize Board Chair signature.

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including concern about the Payment In Lieu of Taxes (PILT) and levees.

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending a Leadership Summit, and Northeastern MN Job Training.

Commissioner Snyder reported on attending Wabana Township, Lake Jessie Township, Intergovernmental meeting, Mesabi Metallics meeting and met with the Governor's Agency.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding having conversations with our Itasca County Residents about changes coming from State and Federal.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:20 PM.

ATTEST

Casey Venema
Chair of the County Board

Brett Skyles
Clerk of the County Board

MEETING INFORMATION SHEET
March 1, 2025

Chair:

PULL:
1. Item #6.6 (M.N. Technology, LLC Presentation)

ADDITIONS:
1. Item #6.8 (Letter in Opposition-Proposed cuts to Payment in lieu of taxes)

CHANGES: None

INFORMATIONAL:
1. Item #5.1 (2025-2027 Collective Bargaining Agreement-Local 1626 Courthouse)
2. Item #5.2 (2025-2027 Collective Bargaining Agreement-Local 1452 R&B)
3. Item #5.3 (2025-2027 Collective Bargaining Agreement-Local 580 HHS)
4. Item #5.4 (2025-2027 Collective Bargaining Agreement-Local 639 Emergency Communications)

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, March 25, 2025 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema 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
	District #4	Vacant	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #5.1(Reallocation), pull Item #6.2 (Legislative Conference Call) and approved the agenda, as amended.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes of Tuesday, March 18, 2025, County Board Regular Session.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

1. Approve the minutes of the Tuesday, March 18, 2025 County Board Regular Session.

V. CONSENT AGENDA

Motion To: Add Item #5.1 (Reallocation) and approve the Consent Agenda, as amended.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

1. Approve the reallocation of one (1) Grade 10 Human Resources Specialist position to one (1) Grade 10 Benefits and Leave Specialist position in the Human Resources Department.

VI. REGULAR AGENDA

1. Citizen Input

Kristi Kane, Arrowhead Regional Development Commission (ARDC), gave input on Energy Efficiency and Conservation.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Employee Recognition

Farewell to Robin Johnson, whose last day as a Sheriff's Deputy/Lieutenant will be March 28, 2025, after 26+ years of service.

Congratulations to Jill Day, who transferred from Human Resources Assistant in the Human Resources Department to Administrative Assistant in the Land Department, effective March 16, 2025.

Welcome to new employee, Joanie Kellin, Public Health Nurse with the Health and Human Services Department, effective March 10, 2025.

Farewell to Ryan Eichorn, whose last day as Facilities Management Supervisor will be March 28, 2025, after one month of service.

Farewell to Robin Johnson, whose last day as a Sheriff's Deputy/Lieutenant will be March 28, 2025, after 26+ years of service.

Congratulations to Jill Day, who transferred from Human Resources Assistant in the Human Resources Department to Administrative Assistant in the Land Department, effective March 16, 2025.

Welcome to new employee, Joanie Kellin, Public Health Nurse with the Health and Human Services Department, effective March 10, 2025.

Farewell to Ryan Eichorn, whose last day as Facilities Management Supervisor will be March 28, 2025, after one month of service.

4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 26, 2025, in the amount of $337,694.78.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

5. Itasca County Health and Human Services Warrants

Motion To: Approve Itasca County Health and Human Services Warrants for March 2025, in the amount of $1,035,909.41.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

6. Airport Haul Road Lease Agreement

Motion To: Approve moving forward with the Airport Haul Road Lease agreement.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

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

MACHP Executive Director Steve Gottwalt gave an update/presentation on the County Based Purchasing (IMCare) Division.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

8. Phase 1 of New County Door FOB Security Access System

Motion To: Approve Phase I of New County Door FOB Security Access System.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

9. Wheelage Tax

Commissioner consensus is to have County Engineer Karin Grandia gather additional information and bring it back to the Board.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. Contract between the City of Bovey and the Sheriff's Office

County Sheriff Joe Dasovich gave update on the status of the contract between the City of Bovey and the Sheriff's Office.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. IEDC Update

President & CEO Tamara Lowney, Manager of Business Consulting Nichole Arbour and Business Consultant Dan Gile provided update on IEDC projects.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

12. Memorandum of Agreement (MOA) for the Little Fork River Watershed Comprehensive Water Management Plan

Motion To: Approve the Planning Memorandum of Agreement (MOA) for the Little Fork River Watershed Comprehensive Water Management Plan and authorize necessary signatures.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

13. Memorandum of Agreement (MOA) for the Big Fork River Watershed Comprehensive Water Management Plan

Motion To: Approve the Planning Memorandum of Agreement (MOA) for the Big Fork River Watershed Comprehensive Water Management Plan and authorize necessary signatures.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update reflecting on information ARDC Kristi Kane provided about possible availability of funds.

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending ARDC meeting, Arrowhead Counties Association, and Risk Committee.

Commissioner Snyder reported on attending IEDC meeting, Childcare meeting, testified at the state regarding Trail Bill and Wilderness Wheelers meeting.

Commissioner Smith reported on attending an Avenue of the Pines meeting.

Commissioner Venema reported on attending AEOA Executive Committee meeting, met with Congressman Stauber and attended a Grand Village meeting.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding Governor Waltz budget proposal to drop PILT compensation by 30%, a Northland Legislator agrees with kill the trail bill, and MPCA Grant available to help drinking water.

Commissioner Snyder provided comment regarding proposal to decrease PILT, the Kill the Trail Bill, and wanted people to know that Weller McCormick was between Zemple MN and County Road 11.

Commissioner Smith provided comment regarding Legislature on Kill the Trail Bill and reminding people to be vocal and active about it.

RECESS

Chair Venema recessed the meeting at 4:18 PM.

RECONVENE

Chair Venema reconvened the meeting at 4:25 PM, with all members present except District #4 vacant.

X. CLOSED SESSIONS

1. Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

Motion To: Go into Closed Session per MN Statutes 13D.05, Subd. 3(d) Re: Labor Negotiations.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

Others Present: County Administrator Brett Skyles and Labor Attorney Scott Lepak, virtual.

Motion To: Go into Open Session.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

XI. ADJOURN

Chair Venema adjourned the meeting at 4:52 PM.

ATTEST

Casey Venema Chair of the County Board	Brett Skyles Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, March 25, 2025 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema 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
	District #4	Vacant	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #5.1(Reallocation), pull Item #6.2 (Legislative Conference Call) and approved the agenda, as amended.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes of Tuesday, March 18, 2025, County Board Regular Session.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

1. Approve the minutes of the Tuesday, March 18, 2025 County Board Regular Session.

V. CONSENT AGENDA

Motion To: Add Item #5.1 (Reallocation) and approve the Consent Agenda, as amended.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

1. Approve the reallocation of one (1) Grade 10 Human Resources Specialist position to one (1) Grade 10 Benefits and Leave Specialist position in the Human Resources Department.

VI. REGULAR AGENDA

1. Citizen Input

Kristi Kane, Arrowhead Regional Development Commission (ARDC), gave input on Energy Efficiency and Conservation.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Employee Recognition

Farewell to Robin Johnson, whose last day as a Sheriff's Deputy/Lieutenant will be March 28, 2025, after 26+ years of service.

Congratulations to Jill Day, who transferred from Human Resources Assistant in the Human Resources Department to Administrative Assistant in the Land Department, effective March 16, 2025.

Welcome to new employee, Joanie Kellin, Public Health Nurse with the Health and Human Services Department, effective March 10, 2025.

Farewell to Ryan Eichorn, whose last day as Facilities Management Supervisor will be March 28, 2025, after one month of service.

Farewell to Robin Johnson, whose last day as a Sheriff's Deputy/Lieutenant will be March 28, 2025, after 26+ years of service.

Congratulations to Jill Day, who transferred from Human Resources Assistant in the Human Resources Department to Administrative Assistant in the Land Department, effective March 16, 2025.

Welcome to new employee, Joanie Kellin, Public Health Nurse with the Health and Human Services Department, effective March 10, 2025.

Farewell to Ryan Eichorn, whose last day as Facilities Management Supervisor will be March 28, 2025, after one month of service.

4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 26, 2025, in the amount of $337,694.78.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

5. Itasca County Health and Human Services Warrants

Motion To: Approve Itasca County Health and Human Services Warrants for March 2025, in the amount of $1,035,909.41.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

6. Airport Haul Road Lease Agreement

Motion To: Approve moving forward with the Airport Haul Road Lease agreement.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

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

MACHP Executive Director Steve Gottwalt gave an update/presentation on the County Based Purchasing (IMCare) Division.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

8. Phase 1 of New County Door FOB Security Access System

Motion To: Approve Phase I of New County Door FOB Security Access System.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

9. Wheelage Tax

Commissioner consensus is to have County Engineer Karin Grandia gather additional information and bring it back to the Board.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. Contract between the City of Bovey and the Sheriff's Office

County Sheriff Joe Dasovich gave update on the status of the contract between the City of Bovey and the Sheriff's Office.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. IEDC Update

President & CEO Tamara Lowney, Manager of Business Consulting Nichole Arbour and Business Consultant Dan Gile provided update on IEDC projects.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

12. Memorandum of Agreement (MOA) for the Little Fork River Watershed Comprehensive Water Management Plan

Motion To: Approve the Planning Memorandum of Agreement (MOA) for the Little Fork River Watershed Comprehensive Water Management Plan and authorize necessary signatures.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

13. Memorandum of Agreement (MOA) for the Big Fork River Watershed Comprehensive Water Management Plan

Motion To: Approve the Planning Memorandum of Agreement (MOA) for the Big Fork River Watershed Comprehensive Water Management Plan and authorize necessary signatures.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update reflecting on information ARDC Kristi Kane provided about possible availability of funds.

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending ARDC meeting, Arrowhead Counties Association, and Risk Committee.

Commissioner Snyder reported on attending IEDC meeting, Childcare meeting, testified at the state regarding Trail Bill and Wilderness Wheelers meeting.

Commissioner Smith reported on attending an Avenue of the Pines meeting.

Commissioner Venema reported on attending AEOA Executive Committee meeting, met with Congressman Stauber and attended a Grand Village meeting.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding Governor Waltz budget proposal to drop PILT compensation by 30%, a Northland Legislator agrees with kill the trail bill, and MPCA Grant available to help drinking water.

Commissioner Snyder provided comment regarding proposal to decrease PILT, the Kill the Trail Bill, and wanted people to know that Weller McCormick was between Zemple MN and County Road 11.

Commissioner Smith provided comment regarding Legislature on Kill the Trail Bill and reminding people to be vocal and active about it.

RECESS

Chair Venema recessed the meeting at 4:18 PM.

RECONVENE

Chair Venema reconvened the meeting at 4:25 PM, with all members present except District #4 vacant.

X. CLOSED SESSIONS

1. Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

Motion To: Go into Closed Session per MN Statutes 13D.05, Subd. 3(d) Re: Labor Negotiations.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

Others Present: County Administrator Brett Skyles and Labor Attorney Scott Lepak, virtual.

Motion To: Go into Open Session.

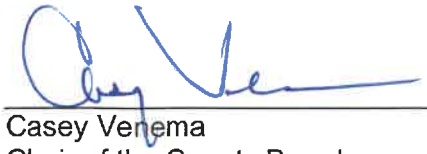
RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

XI. ADJOURN

Chair Venema adjourned the meeting at 4:52 PM.

ATTEST



Casey Venema
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, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-353

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
2025-2027 Collective Bargaining Agreement – AFSCME Local 1626 Courthouse Unit

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 1626 Courthouse Unit.

BACKGROUND:
The labor management committee has been negotiating the 2025-2027 collective bargaining agreement with AFSCME Local 1626. This collective bargaining agreement has been voted on and approved by the AFSCME Local 1626 Courthouse Unit and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025-2027 Collective Bargaining Agreement AFSCME Local 1626 Draft
2. 2025-2027 Collective Bargaining Agreement AFSCME Local 1626 FULLY EXECUTED

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Itasca County
Minnesota

and

Council 65
AFSCME
Minnesota, South Dakota, North Dakota

REPRESENTING

EMPLOYEES OF LOCAL UNION #1626
(COURTHOUSE UNIT)

January 1, 2025 – December 31, 2027

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT 1
ARTICLE 2. DEFINITION OF EMPLOYEES 1
ARTICLE 3. RECOGNITION 3
ARTICLE 4. RESPONSIBILITIES OF PARTIES 3
ARTICLE 5. CHECKOFF OF UNION DUES 4
ARTICLE 6. HOURS OF WORK 4
ARTICLE 7. HOLIDAY PROVISIONS 6
ARTICLE 8. VACATIONS 7
ARTICLE 9. SICK LEAVE 8
ARTICLE 10. SENIORITY 11
ARTICLE 11. PHYSICAL EXAMINATIONS 14
ARTICLE 12. CLOTHING ALLOWANCE 14
ARTICLE 13. SUSPENSIONS AND DISCHARGES 14
ARTICLE 14. GRIEVANCE PROCEDURE 15
ARTICLE 15. TIME OFF FOR UNION ACTIVITIES 17
ARTICLE 16. BULLETIN BOARD 17
ARTICLE 17. GENERAL PROVISIONS 17
ARTICLE 18. GROUP INSURANCE PROGRAM 18
ARTICLE 19. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS 24
ARTICLE 20. DRUG AND ALCOHOL TESTING POLICY 26
ARTICLE 21. SEPARABILITY 26
ARTICLE 22. DURATION OF AGREEMENT 27
APPENDIX A-Pay Plan 28
APPENDIX B-Retirees 31
APPENDIX C- MOU's & Letters of Understanding 32

AGREEMENT

This agreement, effective the first day of 2025, is made and entered into between the Itasca County Board of Commissioners, hereinafter referred to as the EMPLOYER, and Local 1626 of the American Federation of State, County and Municipal Employees, American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the UNION. The Employer and the Union will hereinafter be collectively referred to as the parties.

ARTICLE 1. PURPOSE OF AGREEMENT

SECTION A. It is the intent and purpose of the parties to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

SECTION B. The provisions of the Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the grievance.

ARTICLE 2. DEFINITION OF EMPLOYEES

SECTION A. Definitions.

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

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

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

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

SECTION B. Evaluation.

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

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

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

II. Temporary Positions: Such positions do not have to be evaluated.

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

SECTION C. Posting

I. Full time and Part time Regular Positions: After the position has been evaluated and approved by the County Board as a position for the appropriate department, the position will be posted as set out in Article 10, Section E.

II. Temporary Positions: Such positions do not require posting.

ARTICLE 3. RECOGNITION

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

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

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

ARTICLE 4. RESPONSIBILITIES OF PARTIES

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

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

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

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

I. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All Grievances shall be considered carefully and processed promptly in accordance with such procedures.

II. There shall be no interference with the rights of the employees to become or continue as members of the Union.

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

ARTICLE 5. CHECKOFF OF UNION DUES

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

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

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

ARTICLE 6. HOURS OF WORK

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

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

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

IT: The normal hours of work shall be 8 hours per day and 40 hours per week. IT staff, at the time of employment with Itasca County shall be assigned to one of three designated work schedules. Scheduled hours would be either 7:30 am to 4:00 pm, 8:00 am to 4:30

pm, or 8:30 am to 5:00 pm. To allow for flexibility within the department, these schedules can be adjusted upon mutual agreement between the employee and the IT Director. The normal workdays of the week shall be Monday through Friday.

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

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

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

SECTION E. Minimum Call-Outs:

I. A Call-Out is defined as the return of an employee to a specified worksite to perform emergency duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call out, nor is phone support. If an employee is called back to the worksite after completing the regular workday or is called out to a worksite during the employee's regular scheduled time and/or day off, the employee shall receive a minimum of 4 hours at time and one half.

II. Emergency technical support: If an employee receives a phone call, text message or other communication from authorized individuals outside the hours of their scheduled shift, the employee shall receive a minimum of 2 hours at time and one half that is beyond de minimis under the Fair Labor Standards Act (FLSA).

III. If an employee is required to work the greater of the hours detailed in 1 & 2 above, the employee will not receive call-out pay but will be paid at time and one-half for all hours worked based on the starting time of the call-out.

SECTION F. Travel time: Any employee who uses his/her private vehicle for transportation to a site other than the normal place of work and is authorized to do so by

the department head or supervisor, shall be compensated for the cost per mile as authorized by the County Board.

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

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

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

SECTION K. Training Time - Sheriff's Records Deputies attendance at department mandated training shall be paid time. The schedule of training attendance shall be subject to department head approval. Paid training time shall count as hours worked for purposes of computing overtime eligibility under Article 6. Hours of Work, Section C.

ARTICLE 7. HOLIDAY PROVISIONS

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

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

3 Floating Holidays

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

January 1, New Year's Day	November 11, Veterans Day
June 19, Juneteenth	December 24, Christmas Eve Day
July 4, Independence 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.

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

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

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

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

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

ARTICLE 8. VACATIONS

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

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

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

In the event an employee has an accumulation of 248 hours or more effective the last day

of the year, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

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

I. A regular employee shall earn 3.693 hours sick leave per pay period, only if the beginning balance is less than 1,000 hours.

II. An employee shall earn 1.847 hours bonus vacation per pay period in addition to the 3.693 hours sick leave accrual for any pay period in which the beginning balance of the employee's accumulative leave is 600 hours or more.

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

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

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

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

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

ARTICLE 9. SICK LEAVE

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

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

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

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

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

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

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

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

Each instance of bereavement time must be used within 365 days of passing and bereavement may be split if burial is happening at a later date.

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

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

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

SECTION H. Upon termination of employment prior to, on or subsequent to the normal retirement date, an employee shall allocate as severance pay 70% of the employee's accumulated but unused sick leave from the first date of County employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid in one lump sum. The employee shall apply the 30% balance to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Severance pay will not be paid:

I. If the employee hired after the signing of this 1984-85 bargaining agreement has less than 5 years of continuous service for Itasca County.

II. The employee is terminated for just cause for a job-related occurrence. A determination of just cause by an arbitrator or court shall be binding on a determination of severance eligibility.

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

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

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

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

Family member is defined as:

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

ARTICLE 10. SENIORITY

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

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

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

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

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

Such employees shall be notified in writing regarding such layoffs, reduction of force, or

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

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

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

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

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

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

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

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

SECTION E. Notices of all vacancies and newly created positions shall be posted and employees shall have a minimum of 5 working days in which to apply. Senior employees within the Courthouse Union shall be transferred/promoted/demoted to fill the vacancy or

new position provided the employee has the necessary qualifications to perform the duties of the job. The department head or other appropriate appointing authority shall determine whether the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right of appeal through the normal grievance procedure. Notice of vacancies or newly created positions shall state the type of work, the place of work, rate of pay, hours to be worked, and the job classification.

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

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

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

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

See Article 18, Section A, for group insurance arrangements during a leave of absence.

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

SECTION I.

I. All employees employed by the Employer shall carry their original seniority date and all accumulated fringe benefits and anniversary date in a case of lateral in-grade transfers, when transferring from one classification to another. However, when the transfer is inter-departmental, the employee shall acquire a new employment seniority date within the new department.

II. When an employee's position is reclassified as a result of a re-evaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than the employee's current pay, plus 1 step.

III. When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus 1 step. When an employee voluntarily accepts a demotion to a lower grade, the employee shall be paid at the step in the lower class that is equal to or next higher than the employee's current pay.

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

ARTICLE 11. PHYSICAL EXAMINATIONS

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

ARTICLE 12. CLOTHING ALLOWANCE

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

ARTICLE 13. SUSPENSIONS AND DISCHARGES

SECTION A. An employee may be temporarily suspended for just cause. The employee shall be provided notice in advance of such action with documentation of the evidence gathered to support such action. This shall be provided 2 days prior to such action. If the employee feels the suspension was without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within 21 calendar days of the date of suspension. If it is determined

that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

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

ARTICLE 14. GRIEVANCE PROCEDURE

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

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

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

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the 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 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

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

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

Arbitrator's Authority

I. 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.

II. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party

desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

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

SECTION D. There shall be no grievable job evaluations.

ARTICLE 15. TIME OFF FOR UNION ACTIVITIES

Any employee elected by the Union to represent such Union at International, State or District meetings shall be granted up to 10 days off annually to attend such meetings without pay, without discrimination, and without loss of seniority rights or any other rights.

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

ARTICLE 16. BULLETIN BOARD

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

ARTICLE 17. GENERAL PROVISIONS

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

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

SECTION C. Employees will be covered and eligible for Earned Sick and Safe Time as outline in the County's Earned Sick and Safe Time Policy, established in compliance with MN State Statute 181.9445-181.9448.

ARTICLE 18. GROUP INSURANCE PROGRAM

SECTION A. Eligibility.

I. ACTIVE EMPLOYEES: All regular County employees, shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed and signed by the employee. Employees shall be eligible for County paid life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed and signed by the employee. They shall be eligible for dental insurance on the first day of the month following the date of employment, provided all necessary application forms have been completed and signed by the employee. Authorized sick leave, vacation time, compensatory time, any other paid time shall be counted as working time for such eligibility for dental insurance. Also, authorized sick leave, vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are eligible due to a qualified life event.

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

Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

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

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

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

III. RETIRED EMPLOYEE:

Definition: “retiree” or “to retire” means leaving Itasca County employment at a time when the employee has at least 10 years of service in Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County. The 10-year requirement will not apply to individuals employed by the County prior to March 1, 2025.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled or retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits.

SECTION B. Coverage.

I. GROUP LIFE INSURANCE:

ACTIVE EMPLOYEES: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All

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

II. GROUP HOSPITAL AND MEDICAL INSURANCE:

ACTIVE EMPLOYEES:

A. Plan Options: The High-Deductible Plan (Option 1) $2,100/$4,200 in 2025 or High-Deductible Plan (Option 2) $4,125/$8,250 in 2025, both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

B. Premium Contributions: The premium participation for said plans shall be 80% by the Employer and 20% by the employee. The 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.

C. Deductible Contributions: The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will be responsible for 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. 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 pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

D. Changes During Contract Term: In the event during the term of this Agreement the County Board elects to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital-medical insurance and dental insurance

plans covering the employees under this Agreement, if such alternative should become available. It is understood that the employees' and Union's rights as provided by State and Federal Statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as Minn. Stat. Section 471, MN. Comprehensive Health Insurance Act 62 E. 03, etc.).

III. GROUP DENTAL INSURANCE: ACTIVE EMPLOYEES:

A. Plan Option: The Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent with a maximum annual benefit of $1,500 per person. For new hired or rehired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or rehire date.

B. Premium Contributions: The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall be responsible for 20% of the dependents' cost of said insurance.

IV. FLEXIBLE SPENDING ACCOUNT: The County may provide flexible spending account programs. Employees may elect to participate.

V. RETIRED EMPLOYEES:

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

B. Hospital and Medical Insurance – Retired Employees. Health insurance medical coverage provided for retirees shall be the Itasca County High-Deductible Plan (Option 1) ($2,100/$4,200 in 2025) or Itasca County High Deductible Plan (Option 2) ($4,125/$8,250 in 2025), both with a Health Savings Account (HSA) or VEBA (Voluntary Employee’s Beneficiary Association), or its equivalent.

(Note: 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.)

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

When an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance premiums takes a position in a different AFSCME bargaining unit, the employee will continue as a NOT capped employee in the new AFSCME bargaining unit.

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

For employees hired after 1/1/2000 the maximum County payment for retiree group insurance premiums shall not exceed $20,000.

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

VI. INSURANCE ADVISORY COMMITTEE:

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

AFSCME Local 639	2 representatives
AFSCME Local 1626	2 representatives
AFSCME Local 1452	2 representatives
AFSCME Local 580	2 representatives
Itasca County Non-Contract Employees	1 representative
Itasca County. Elected Officials/Dept. Heads.	1 representative
Itasca County Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca County Confidential Employees' Assoc.	1 representative
Itasca County Managers Assoc.	1 representative
Itasca County Health and Human Services Supv. Assoc.	1 representative

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

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

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

VII. POST HEALTH CARE SAVING PLAN:

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Employee contributions shall be as follows:

- Employees with 1 to 4 years of service with Itasca County shall contribute 2%
- Employees with 5-9 years of service with Itasca County shall contribute 3%
- Employees with 10 or more years of service with Itasca County shall contribute 4%

of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

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

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

ARTICLE 19. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

SECTION A. Pay Plan:

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

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

Cost of living shall be frozen for the contract years 2025, 2026, 2027.

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

III. Employees of this bargaining Agreement will receive effective 01/01/2025 a 9.00% increase; 01/01/2026 a 3.50% increase and 01/01/2027 a 3.50% increase. The pay increase will be effective January 1 of each year.

For the years 2026 and 2027: Drop existing first step and add new top step for each classification in the bargaining unit with a 3.5% increase being added to the new top step. The result is employees at the existing first step would move to the new first step. All other employees shall drop back one step and would advance a step forward on their hire date anniversary.

IV. Anniversary date: The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 consecutive hours of

employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

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

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

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

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

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

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

VIII. All new employees and current employees offered a job change shall be on probation for a period of 6 months of time worked, excluding overtime. During the probationary period the supervisor must provide feedback to the employees regarding performance. An employee's probation may be extended only for an additional period of a minimum of 10 days and a maximum of 3 months for cause. When the employee successfully completes probation, a 1 step increase shall be granted.

SECTION B. Administrative Requirements

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

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

Section C. Working Out of Class

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

ARTICLE 20. DRUG AND ALCOHOL TESTING POLICY

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

ARTICLE 21. SEPARABILITY

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

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

ARTICLE 22. DURATION OF AGREEMENT

This Agreement will be in effect from January 1, 2025 until December 31, 2027. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires.

Itasca County Board Commissioners

_____
Casey Venema
County Board Chair

_____
Brett Skyles
County Administrator

Local 1626, AFSCME, AFLCIO

_____
Christopher V. Worth
Local 1626 President

_____
Leann Stoll
AFSCME Council 65 Business Agent

APPENDIX A-Pay Plan

APPENDIX A

01/01/2025 1626 ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$19.96	$20.67	$21.35	$22.08	$22.86	$23.65	$24.55	$25.51	$26.44	GRADE 1
GRADE 2	$20.43	$21.11	$21.84	$22.62	$23.38	$24.19	$25.10	$26.08	$27.08	GRADE 2
GRADE 3	$20.97	$21.67	$22.43	$23.21	$24.01	$24.86	$25.81	$26.80	$27.81	GRADE 3
GRADE 4	$21.65	$22.41	$23.16	$23.99	$24.84	$25.70	$26.69	$27.72	$28.73	GRADE 4
GRADE 5	$22.38	$23.15	$23.94	$24.79	$25.66	$26.60	$27.58	$28.66	$29.74	GRADE 5
GRADE 6	$23.15	$23.96	$24.79	$25.66	$26.60	$27.52	$28.59	$29.66	$30.80	GRADE 6
GRADE 7	$24.19	$25.05	$25.93	$26.86	$27.82	$28.82	$29.90	$31.04	$32.25	GRADE 7
GRADE 8	$25.48	$26.35	$27.28	$28.26	$29.27	$30.33	$31.48	$32.71	$33.98	GRADE 8
GRADE 9	$26.94	$27.87	$28.85	$29.88	$30.93	$32.08	$33.29	$34.60	$35.95	GRADE 9
GRADE 10	$28.61	$29.63	$30.73	$31.81	$32.96	$34.15	$35.45	$36.84	$38.27	GRADE 10
GRADE 11	$30.47	$31.59	$32.71	$33.90	$35.12	$36.43	$37.84	$39.29	$40.83	GRADE 11
GRADE 12	$32.69	$33.88	$35.10	$36.41	$37.74	$39.13	$40.62	$42.23	$43.85	GRADE 12
GRADE 13	$35.27	$36.52	$37.88	$39.27	$40.71	$42.23	$43.89	$45.57	$47.37	GRADE 13
GRADE 14	$38.07	$39.47	$40.94	$42.44	$44.04	$45.66	$47.45	$49.31	$51.23	GRADE 14
GRADE 15	$41.29	$42.85	$44.41	$46.09	$47.81	$49.60	$51.55	$53.56	$54.27	GRADE 15
GRADE 16	$45.13	$46.79	$48.57	$50.38	$52.31	$54.27	$56.39	$58.60	$60.89	GRADE 16
GRADE 17	$49.40	$51.23	$53.17	$55.20	$57.26	$59.44	$61.76	$64.17	$66.71	GRADE 17
GRADE 18	$54.06	$56.10	$58.25	$60.43	$62.74	$65.09	$67.68	$70.34	$73.11	GRADE 18

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

APPENDIX A

01/01/2025 1626 ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$41,516.80	$42,993.60	$44,408.00	$45,926.40	$47,548.80	$49,192.00	$51,064.00	$53,060.80	$54,995.20	GRADE 1
GRADE 2	$42,494.40	$43,908.80	$45,427.20	$47,049.60	$48,630.40	$50,315.20	$52,208.00	$54,246.40	$56,326.40	GRADE 2
GRADE 3	$43,617.60	$45,073.60	$46,654.40	$48,276.80	$49,940.80	$51,708.80	$53,684.80	$55,744.00	$57,844.80	GRADE 3
GRADE 4	$45,032.00	$46,612.80	$48,172.80	$49,899.20	$51,667.20	$53,456.00	$55,515.20	$57,657.60	$59,758.40	GRADE 4
GRADE 5	$46,550.40	$48,152.00	$49,795.20	$51,563.20	$53,372.80	$55,328.00	$57,366.40	$59,612.80	$61,859.20	GRADE 5
GRADE 6	$48,152.00	$49,836.80	$51,563.20	$53,372.80	$55,328.00	$57,241.60	$59,467.20	$61,692.80	$64,064.00	GRADE 6
GRADE 7	$50,315.20	$52,104.00	$53,934.40	$55,868.80	$57,865.60	$59,945.60	$62,192.00	$64,563.20	$67,080.00	GRADE 7
GRADE 8	$52,998.40	$54,808.00	$56,742.40	$58,780.80	$60,881.60	$63,086.40	$65,478.40	$68,036.80	$70,678.40	GRADE 8
GRADE 9	$56,035.20	$57,969.60	$60,008.00	$62,150.40	$64,334.40	$66,726.40	$69,243.20	$71,968.00	$74,776.00	GRADE 9
GRADE 10	$59,508.80	$61,630.40	$63,918.40	$66,164.80	$68,556.80	$71,032.00	$73,736.00	$76,627.20	$79,601.60	GRADE 10
GRADE 11	$63,377.60	$65,707.20	$68,036.80	$70,512.00	$73,049.60	$75,774.40	$78,707.20	$81,723.20	$84,926.40	GRADE 11
GRADE 12	$67,995.20	$70,470.40	$73,008.00	$75,732.80	$78,499.20	$81,390.40	$84,489.60	$87,838.40	$91,208.00	GRADE 12
GRADE 13	$73,361.60	$75,961.60	$78,790.40	$81,681.60	$84,676.80	$87,838.40	$91,291.20	$94,785.60	$98,529.60	GRADE 13
GRADE 14	$79,185.60	$82,097.60	$85,155.20	$88,275.20	$91,603.20	$94,972.80	$98,696.00	$102,564.80	$106,558.40	GRADE 14
GRADE 15	$85,883.20	$89,128.00	$92,372.80	$95,867.20	$99,444.80	$103,168.00	$107,224.00	$111,404.80	$112,881.60	GRADE 15
GRADE 16	$93,870.40	$97,323.20	$101,025.60	$104,790.40	$108,804.80	$112,881.60	$117,291.20	$121,888.00	$126,651.20	GRADE 16
GRADE 17	$102,752.00	$106,558.40	$110,593.60	$114,816.00	$119,100.80	$123,635.20	$128,460.80	$133,473.60	$138,756.80	GRADE 17
GRADE 18	$112,444.80	$116,688.00	$121,160.00	$125,694.40	$130,499.20	$135,387.20	$140,774.40	$146,307.20	$152,068.80	GRADE 18

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

*****These pay rates reflect an additional 6% market increase on January 1, 2025.*****

APPENDIX A

01/01/2026 1626 ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$21.39	$22.10	$22.85	$23.66	$24.48	$25.41	$26.40	$27.37	$28.33	GRADE 1
GRADE 2	$21.85	$22.60	$23.41	$24.20	$25.04	$25.98	$26.99	$28.03	$29.01	GRADE 2
GRADE 3	$22.43	$23.22	$24.02	$24.85	$25.73	$26.71	$27.74	$28.78	$29.79	GRADE 3
GRADE 4	$23.19	$23.97	$24.83	$25.71	$26.60	$27.62	$28.69	$29.74	$30.78	GRADE 4
GRADE 5	$23.96	$24.78	$25.66	$26.56	$27.53	$28.55	$29.66	$30.78	$31.86	GRADE 5
GRADE 6	$24.80	$25.66	$26.56	$27.53	$28.48	$29.59	$30.70	$31.88	$33.00	GRADE 6
GRADE 7	$25.93	$26.84	$27.80	$28.79	$29.83	$30.95	$32.13	$33.38	$34.55	GRADE 7
GRADE 8	$27.27	$28.23	$29.25	$30.29	$31.39	$32.58	$33.85	$35.17	$36.40	GRADE 8
GRADE 9	$28.85	$29.86	$30.93	$32.01	$33.20	$34.46	$35.81	$37.21	$38.51	GRADE 9
GRADE 10	$30.67	$31.81	$32.92	$34.11	$35.35	$36.69	$38.13	$39.61	$41.00	GRADE 10
GRADE 11	$32.70	$33.85	$35.09	$36.35	$37.71	$39.16	$40.67	$42.26	$43.74	GRADE 11
GRADE 12	$35.07	$36.33	$37.68	$39.06	$40.50	$42.04	$43.71	$45.38	$46.97	GRADE 12
GRADE 13	$37.80	$39.21	$40.64	$42.13	$43.71	$45.43	$47.16	$49.03	$50.75	GRADE 13
GRADE 14	$40.85	$42.37	$43.93	$45.58	$47.26	$49.11	$51.04	$53.02	$54.88	GRADE 14
GRADE 15	$44.35	$45.96	$47.70	$49.48	$51.34	$53.35	$55.43	$56.17	$58.14	GRADE 15
GRADE 16	$48.43	$50.27	$52.14	$54.14	$56.17	$58.36	$60.65	$63.02	$65.23	GRADE 16
GRADE 17	$53.02	$55.03	$57.13	$59.26	$61.52	$63.92	$66.42	$69.04	$71.46	GRADE 17
GRADE 18	$58.06	$60.29	$62.55	$64.94	$67.37	$70.05	$72.80	$75.67	$78.32	GRADE 18

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

APPENDIX A

01/01/2026 1626 ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$44,491.20	$45,968.00	$47,528.00	$49,212.80	$50,918.40	$52,852.80	$54,912.00	$56,929.60	$58,926.40	GRADE 1
GRADE 2	$45,448.00	$47,008.00	$48,692.80	$50,336.00	$52,083.20	$54,038.40	$56,139.20	$58,302.40	$60,340.80	GRADE 2
GRADE 3	$46,654.40	$48,297.60	$49,961.60	$51,688.00	$53,518.40	$55,556.80	$57,699.20	$59,862.40	$61,963.20	GRADE 3
GRADE 4	$48,235.20	$49,857.60	$51,646.40	$53,476.80	$55,328.00	$57,449.60	$59,675.20	$61,859.20	$64,022.40	GRADE 4
GRADE 5	$49,836.80	$51,542.40	$53,372.80	$55,244.80	$57,262.40	$59,384.00	$61,692.80	$64,022.40	$66,268.80	GRADE 5
GRADE 6	$51,584.00	$53,372.80	$55,244.80	$57,262.40	$59,238.40	$61,547.20	$63,856.00	$66,310.40	$68,640.00	GRADE 6
GRADE 7	$53,934.40	$55,827.20	$57,824.00	$59,883.20	$62,046.40	$64,376.00	$66,830.40	$69,430.40	$71,864.00	GRADE 7
GRADE 8	$56,721.60	$58,718.40	$60,840.00	$63,003.20	$65,291.20	$67,766.40	$70,408.00	$73,153.60	$75,712.00	GRADE 8
GRADE 9	$60,008.00	$62,108.80	$64,334.40	$66,580.80	$69,056.00	$71,676.80	$74,484.80	$77,396.80	$80,100.80	GRADE 9
GRADE 10	$63,793.60	$66,164.80	$68,473.60	$70,948.80	$73,528.00	$76,315.20	$79,310.40	$82,388.80	$85,280.00	GRADE 10
GRADE 11	$68,016.00	$70,408.00	$72,987.20	$75,608.00	$78,436.80	$81,452.80	$84,593.60	$87,900.80	$90,979.20	GRADE 11
GRADE 12	$72,945.60	$75,566.40	$78,374.40	$81,244.80	$84,240.00	$87,443.20	$90,916.80	$94,390.40	$97,697.60	GRADE 12
GRADE 13	$78,624.00	$81,556.80	$84,531.20	$87,630.40	$90,916.80	$94,494.40	$98,092.80	$101,982.40	$105,560.00	GRADE 13
GRADE 14	$84,968.00	$88,129.60	$91,374.40	$94,806.40	$98,300.80	$102,148.80	$106,163.20	$110,281.60	$114,150.40	GRADE 14
GRADE 15	$92,248.00	$95,596.80	$99,216.00	$102,918.40	$106,787.20	$110,968.00	$115,294.40	$116,833.60	$120,931.20	GRADE 15
GRADE 16	$100,734.40	$104,561.60	$108,451.20	$112,611.20	$116,833.60	$121,388.80	$126,152.00	$131,081.60	$135,678.40	GRADE 16
GRADE 17	$110,281.60	$114,462.40	$118,830.40	$123,260.80	$127,961.60	$132,953.60	$138,153.60	$143,603.20	$148,636.80	GRADE 17
GRADE 18	$120,764.80	$125,403.20	$130,104.00	$135,075.20	$140,129.60	$145,704.00	$151,424.00	$157,393.60	$162,905.60	GRADE 18

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

APPENDIX A

01/01/2027 1626 ANNUAL PAY PLAN 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.87	$23.65	$24.49	$25.34	$26.30	$27.32	$28.33	$29.32	$30.35	GRADE 1
GRADE 2	$23.39	$24.23	$25.05	$25.92	$26.89	$27.93	$29.01	$30.03	$31.08	GRADE 2
GRADE 3	$24.03	$24.86	$25.72	$26.63	$27.64	$28.71	$29.79	$30.83	$31.91	GRADE 3
GRADE 4	$24.81	$25.70	$26.61	$27.53	$28.59	$29.69	$30.78	$31.86	$32.98	GRADE 4
GRADE 5	$25.65	$26.56	$27.49	$28.49	$29.55	$30.70	$31.86	$32.98	$34.13	GRADE 5
GRADE 6	$26.56	$27.49	$28.49	$29.48	$30.63	$31.77	$33.00	$34.16	$35.36	GRADE 6
GRADE 7	$27.78	$28.77	$29.80	$30.87	$32.03	$33.25	$34.55	$35.76	$37.01	GRADE 7
GRADE 8	$29.22	$30.27	$31.35	$32.49	$33.72	$35.03	$36.40	$37.67	$38.99	GRADE 8
GRADE 9	$30.91	$32.01	$33.13	$34.36	$35.67	$37.06	$38.51	$39.86	$41.26	GRADE 9
GRADE 10	$32.92	$34.07	$35.30	$36.59	$37.97	$39.46	$41.00	$42.44	$43.93	GRADE 10
GRADE 11	$35.03	$36.32	$37.62	$39.03	$40.53	$42.09	$43.74	$45.27	$46.85	GRADE 11
GRADE 12	$37.60	$39.00	$40.43	$41.92	$43.51	$45.24	$46.97	$48.61	$50.31	GRADE 12
GRADE 13	$40.58	$42.06	$43.60	$45.24	$47.02	$48.81	$50.75	$52.53	$54.37	GRADE 13
GRADE 14	$43.85	$45.47	$47.18	$48.91	$50.83	$52.83	$54.88	$56.80	$58.79	GRADE 14
GRADE 15	$47.57	$49.37	$51.21	$53.14	$55.22	$57.37	$58.14	$60.17	$62.28	GRADE 15
GRADE 16	$52.03	$53.96	$56.03	$58.14	$60.40	$62.77	$65.23	$67.51	$69.87	GRADE 16
GRADE 17	$56.96	$59.13	$61.33	$63.67	$66.16	$68.74	$71.46	$73.96	$76.55	GRADE 17
GRADE 18	$62.40	$64.74	$67.21	$69.73	$72.50	$75.35	$78.32	$81.06	$83.90	GRADE 18

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

APPENDIX A

01/01/2027 1626 ANNUAL PAY PLAN 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$47,569.60	$49,192.00	$50,939.20	$52,707.20	$54,704.00	$56,825.60	$58,926.40	$60,985.60	$63,128.00	GRADE 1
GRADE 2	$48,651.20	$50,398.40	$52,104.00	$53,913.60	$55,931.20	$58,094.40	$60,340.80	$62,462.40	$64,646.40	GRADE 2
GRADE 3	$49,982.40	$51,708.80	$53,497.60	$55,390.40	$57,491.20	$59,716.80	$61,963.20	$64,126.40	$66,372.80	GRADE 3
GRADE 4	$51,604.80	$53,456.00	$55,348.80	$57,262.40	$59,467.20	$61,755.20	$64,022.40	$66,268.80	$68,598.40	GRADE 4
GRADE 5	$53,352.00	$55,244.80	$57,179.20	$59,259.20	$61,464.00	$63,856.00	$66,268.80	$68,598.40	$70,990.40	GRADE 5
GRADE 6	$55,244.80	$57,179.20	$59,259.20	$61,318.40	$63,710.40	$66,081.60	$68,640.00	$71,052.80	$73,548.80	GRADE 6
GRADE 7	$57,782.40	$59,841.60	$61,984.00	$64,209.60	$66,622.40	$69,160.00	$71,864.00	$74,380.80	$76,980.80	GRADE 7
GRADE 8	$60,777.60	$62,961.60	$65,208.00	$67,579.20	$70,137.60	$72,862.40	$75,712.00	$78,353.60	$81,099.20	GRADE 8
GRADE 9	$64,292.80	$66,580.80	$68,910.40	$71,468.80	$74,193.60	$77,084.80	$80,100.80	$82,908.80	$85,820.80	GRADE 9
GRADE 10	$68,473.60	$70,865.60	$73,424.00	$76,107.20	$78,977.60	$82,076.80	$85,280.00	$88,275.20	$91,374.40	GRADE 10
GRADE 11	$72,862.40	$75,545.60	$78,249.60	$81,182.40	$84,302.40	$87,547.20	$90,979.20	$94,161.60	$97,448.00	GRADE 11
GRADE 12	$78,208.00	$81,120.00	$84,094.40	$87,193.60	$90,500.80	$94,099.20	$97,697.60	$101,108.80	$104,644.80	GRADE 12
GRADE 13	$84,406.40	$87,484.80	$90,688.00	$94,099.20	$97,801.60	$101,524.80	$105,560.00	$109,262.40	$113,089.60	GRADE 13
GRADE 14	$91,208.00	$94,577.60	$98,134.40	$101,732.80	$105,726.40	$109,886.40	$114,150.40	$118,144.00	$122,283.20	GRADE 14
GRADE 15	$98,945.60	$102,689.60	$106,516.80	$110,531.20	$114,857.60	$119,329.60	$120,931.20	$125,153.60	$129,542.40	GRADE 15
GRADE 16	$108,222.40	$112,236.80	$116,542.40	$120,931.20	$125,632.00	$130,561.60	$135,678.40	$140,420.80	$145,329.60	GRADE 16
GRADE 17	$118,476.80	$122,990.40	$127,566.40	$132,433.60	$137,612.80	$142,979.20	$148,636.80	$153,836.80	$159,224.00	GRADE 17
GRADE 18	$129,792.00	$134,659.20	$139,796.80	$145,038.40	$150,800.00	$156,728.00	$162,905.60	$168,604.80	$174,512.00	GRADE 18

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

APPENDIX B-Retirees

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

APPENDIX C- MOU's & Letters of Understanding

ITASCA COUNTY MIS DEPARTMENT

On-Call Program

The following is a Letter of Understanding (LOU) between Itasca County and AFSCME Local 1626 for a, non-precedent setting, temporary trial period of IT on-call that will expire on 12/31/2025.

1. PURPOSE: In order to provide better on-call reliability for IT customers and a moreequitable system of on-call for IT Department members.

2. ON-CALL ROSTER: Currently serving IT Department members hired before 01/01/2021 will be asked to join the on-call rotation on a voluntary basis. IT Department members hired after 01/01/2021 are required to be part of the on-call rotation. Once a roster of on-call personnel has been established, the IT Director will create a rotating On-Call Schedule which will be projected at least three (3) months in advance.

3. ON-CALL ROTATION: On-Call duties will run from the beginning of business hours on Monday morning until the beginning of business hours the following Monday morning. If Monday is a holiday, the changeover will take place on the next business day at the beginning of business hours.

4. ON-CALL PROCEDURES: The IT team members will populate the schedule in the MIS On-Call calendar. The On-Call calendar will be updated with any changes to the schedule. On-duty Law Enforcement personnel including Dispatch are the primary focus of the On-Call program and may call as necessary. Dispatch will reference the On-Call calendar to determine who should be contacted after hours. All other Itasca County employees who need assistance should call through their respective Department Head for assistance and the Department Head or a previously designated representative will contact the IT Director to request after-hours support.

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

Monday:	4:30 pm – 7 am
Tuesday:	4:30 pm – 7 am
Wednesday:	4:30 pm – 7 am
Thursday:	4:30 pm – 7 am
Friday:	4:30 pm – 7 am on the following business day
Weekends/Holidays:	24 hours

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

schedules.

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

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

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

8. ON-CALL SCHEDULE CHANGES:

   A. Any team member hired before 01/01/2021 may volunteer to opt in or opt out of the on-call rotation with the following caveats:

      Opt-out: Any IT team member hired before 01/01/2021 may opt out of the on-call rotation effective at the beginning of the next three-month on call-cycle. Exceptions will be made on a case-by-case basis.

      Opt-in: Any IT team member hired before 01/01/2021 may opt into the on-call rotation. They will be added to the next three-month on-call cycle. Team members who choose to opt into the on-call rotation are committing to remaining in the rotation for one (1) full three-month cycle.

   B. Response time: On-call members will have their phone available however the maximum time to return a missed call will not exceed 10 minutes and calls should be returned as quickly as possible. If an issue is more urgent than that the Dispatcher has the option to contact the IT Director.

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

Memorandum of Understanding (MOU)

Records Deputies Pay Scale and Probation Period

This MOU is agreed to between Itasca County and AFSCME Council 65, Local 1626 to enter into an agreement to update the 2025-2027 Local 1626 collective bargaining agreement (CBA) relative to the Pay Scale for the current Records Deputies to include Linette Welshinger, and Sarah Still.

Appendix B – Pay Scale for current Records Deputies Linette Welshinger, and Sarah Still:

In recognition of the dissolution of the 639-3 bargaining unit, It is agreed that current Records Deputies Linette Welshinger and Sarah Still shall follow the prior pay scale which is as follows:

01/01/2025 ANNUAL PAY PLAN				9.00% on 2024 base						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Records Deputy	GRADE 7	$25.54	$26.49	$27.44	$28.47	$29.35	$30.38	$31.47	$32.92	Records Deputy
Records Deputy	GRADE 7	$53,123.20	$55,099.20	$57,075.20	$59,217.60	$61,048.00	$63,190.40	$65,457.60	$68,473.60	Records Deputy
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
These pay rates reflect an additional 6% market increase on January 1, 2025.										
01/01/2026 ANNUAL PAY PLAN			3.50% on 2025 base							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Records Deputy	GRADE 7	$27.42	$28.40	$29.47	$30.38	$31.44	$32.57	$34.07	$35.26	Records Deputy
Records Deputy	GRADE 7	$57,033.60	$59,072.00	$61,297.60	$63,190.40	$65,395.20	$67,745.60	$70,865.60	$73,340.80	Records Deputy
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
01/01/2027 ANNUAL PAY PLAN			3.50% on 2026 base							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Records Deputy	GRADE 7	$29.39	$30.50	$31.44	$32.54	$33.71	$35.26	$36.49	$37.77	Records Deputy
Records Deputy	GRADE 7	$61,131.20	$63,440.00	$65,395.20	$67,683.20	$70,116.80	$73,340.80	$75,899.20	$78,561.60	Records Deputy
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

All Records Deputies hired after 01/01/2022 shall follow the Local 1626 pay scale.

All other Articles of the Local 1626 collective bargaining agreement remain the same.

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

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Itasca County
Minnesota

and

Council 65
AFSCME
Minnesota, South Dakota, North Dakota

REPRESENTING

EMPLOYEES OF LOCAL UNION #1626
(COURTHOUSE UNIT)

January 1, 2025 – December 31, 2027

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT 1
ARTICLE 2. DEFINITION OF EMPLOYEES 1
ARTICLE 3. RECOGNITION 3
ARTICLE 4. RESPONSIBILITIES OF PARTIES 3
ARTICLE 5. CHECKOFF OF UNION DUES 4
ARTICLE 6. HOURS OF WORK 4
ARTICLE 7. HOLIDAY PROVISIONS 6
ARTICLE 8. VACATIONS 7
ARTICLE 9. SICK LEAVE 8
ARTICLE 10. SENIORITY 11
ARTICLE 11. PHYSICAL EXAMINATIONS 14
ARTICLE 12. CLOTHING ALLOWANCE 14
ARTICLE 13. SUSPENSIONS AND DISCHARGES 14
ARTICLE 14. GRIEVANCE PROCEDURE 15
ARTICLE 15. TIME OFF FOR UNION ACTIVITIES 17
ARTICLE 16. BULLETIN BOARD 17
ARTICLE 17. GENERAL PROVISIONS 17
ARTICLE 18. GROUP INSURANCE PROGRAM 18
ARTICLE 19. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS 24
ARTICLE 20. DRUG AND ALCOHOL TESTING POLICY 26
ARTICLE 21. SEPARABILITY 26
ARTICLE 22. DURATION OF AGREEMENT 27
APPENDIX A-Pay Plan 28
APPENDIX B-Retirees 31
APPENDIX C- MOU's & Letters of Understanding 32

AGREEMENT

This agreement, effective the first day of 2025, is made and entered into between the Itasca County Board of Commissioners, hereinafter referred to as the EMPLOYER, and Local 1626 of the American Federation of State, County and Municipal Employees, American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the UNION. The Employer and the Union will hereinafter be collectively referred to as the parties.

ARTICLE 1. PURPOSE OF AGREEMENT

SECTION A. It is the intent and purpose of the parties to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

SECTION B. The provisions of the Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the grievance.

ARTICLE 2. DEFINITION OF EMPLOYEES

SECTION A. Definitions.

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

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

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

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

SECTION B. Evaluation.

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

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

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

II. Temporary Positions: Such positions do not have to be evaluated.

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

SECTION C. Posting

I. Full time and Part time Regular Positions: After the position has been evaluated and approved by the County Board as a position for the appropriate department, the position will be posted as set out in Article 10, Section E.

II. Temporary Positions: Such positions do not require posting.

ARTICLE 3. RECOGNITION

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

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

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

ARTICLE 4. RESPONSIBILITIES OF PARTIES

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

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

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

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

I. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All Grievances shall be considered carefully and processed promptly in accordance with such procedures.

II. There shall be no interference with the rights of the employees to become or continue as members of the Union.

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

ARTICLE 5. CHECKOFF OF UNION DUES

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

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

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

ARTICLE 6. HOURS OF WORK

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

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

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

IT: The normal hours of work shall be 8 hours per day and 40 hours per week. IT staff, at the time of employment with Itasca County shall be assigned to one of three designated work schedules. Scheduled hours would be either 7:30 am to 4:00 pm, 8:00 am to 4:30

pm, or 8:30 am to 5:00 pm. To allow for flexibility within the department, these schedules can be adjusted upon mutual agreement between the employee and the IT Director. The normal workdays of the week shall be Monday through Friday.

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

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

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

SECTION E. Minimum Call-Outs:

I. A Call-Out is defined as the return of an employee to a specified worksite to perform emergency duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call out, nor is phone support. If an employee is called back to the worksite after completing the regular workday or is called out to a worksite during the employee's regular scheduled time and/or day off, the employee shall receive a minimum of 4 hours at time and one half.

II. Emergency technical support: If an employee receives a phone call, text message or other communication from authorized individuals outside the hours of their scheduled shift, the employee shall receive a minimum of 2 hours at time and one half that is beyond de minimis under the Fair Labor Standards Act (FLSA).

III. If an employee is required to work the greater of the hours detailed in 1 & 2 above, the employee will not receive call-out pay but will be paid at time and one-half for all hours worked based on the starting time of the call-out.

SECTION F. Travel time: Any employee who uses his/her private vehicle for transportation to a site other than the normal place of work and is authorized to do so by

the department head or supervisor, shall be compensated for the cost per mile as authorized by the County Board.

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

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

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

SECTION K. Training Time - Sheriff's Records Deputies attendance at department mandated training shall be paid time. The schedule of training attendance shall be subject to department head approval. Paid training time shall count as hours worked for purposes of computing overtime eligibility under Article 6. Hours of Work, Section C.

ARTICLE 7. HOLIDAY PROVISIONS

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

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

3 Floating Holidays

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

January 1, New Year's Day	November 11, Veterans Day
June 19, Juneteenth	December 24, Christmas Eve Day
July 4, Independence 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.

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

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

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

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

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

ARTICLE 8. VACATIONS

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

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

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

In the event an employee has an accumulation of 248 hours or more effective the last day

of the year, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

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

I. A regular employee shall earn 3.693 hours sick leave per pay period, only if the beginning balance is less than 1,000 hours.

II. An employee shall earn 1.847 hours bonus vacation per pay period in addition to the 3.693 hours sick leave accrual for any pay period in which the beginning balance of the employee's accumulative leave is 600 hours or more.

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

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

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

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

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

ARTICLE 9. SICK LEAVE

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

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

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

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

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

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

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

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

Each instance of bereavement time must be used within 365 days of passing and bereavement may be split if burial is happening at a later date.

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

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

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

SECTION H. Upon termination of employment prior to, on or subsequent to the normal retirement date, an employee shall allocate as severance pay 70% of the employee's accumulated but unused sick leave from the first date of County employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid in one lump sum. The employee shall apply the 30% balance to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Severance pay will not be paid:

I. If the employee hired after the signing of this 1984-85 bargaining agreement has less than 5 years of continuous service for Itasca County.

II. The employee is terminated for just cause for a job-related occurrence. A determination of just cause by an arbitrator or court shall be binding on a determination of severance eligibility.

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

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

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

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

Family member is defined as:

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

ARTICLE 10. SENIORITY

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

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

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

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

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

Such employees shall be notified in writing regarding such layoffs, reduction of force, or

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

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

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

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

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

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

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

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

SECTION E. Notices of all vacancies and newly created positions shall be posted and employees shall have a minimum of 5 working days in which to apply. Senior employees within the Courthouse Union shall be transferred/promoted/demoted to fill the vacancy or

new position provided the employee has the necessary qualifications to perform the duties of the job. The department head or other appropriate appointing authority shall determine whether the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right of appeal through the normal grievance procedure. Notice of vacancies or newly created positions shall state the type of work, the place of work, rate of pay, hours to be worked, and the job classification.

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

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

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

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

See Article 18, Section A, for group insurance arrangements during a leave of absence.

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

SECTION I.

I. All employees employed by the Employer shall carry their original seniority date and all accumulated fringe benefits and anniversary date in a case of lateral in-grade transfers, when transferring from one classification to another. However, when the transfer is inter-departmental, the employee shall acquire a new employment seniority date within the new department.

II. When an employee's position is reclassified as a result of a re-evaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than the employee's current pay, plus 1 step.

III. When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus 1 step. When an employee voluntarily accepts a demotion to a lower grade, the employee shall be paid at the step in the lower class that is equal to or next higher than the employee's current pay.

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

ARTICLE 11. PHYSICAL EXAMINATIONS

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

ARTICLE 12. CLOTHING ALLOWANCE

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

ARTICLE 13. SUSPENSIONS AND DISCHARGES

SECTION A. An employee may be temporarily suspended for just cause. The employee shall be provided notice in advance of such action with documentation of the evidence gathered to support such action. This shall be provided 2 days prior to such action. If the employee feels the suspension was without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within 21 calendar days of the date of suspension. If it is determined

that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

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

ARTICLE 14. GRIEVANCE PROCEDURE

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

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

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

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the 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 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

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

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

Arbitrator's Authority

I. 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.

II. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party

desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

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

SECTION D. There shall be no grievable job evaluations.

ARTICLE 15. TIME OFF FOR UNION ACTIVITIES

Any employee elected by the Union to represent such Union at International, State or District meetings shall be granted up to 10 days off annually to attend such meetings without pay, without discrimination, and without loss of seniority rights or any other rights.

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

ARTICLE 16. BULLETIN BOARD

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

ARTICLE 17. GENERAL PROVISIONS

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

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

SECTION C. Employees will be covered and eligible for Earned Sick and Safe Time as outline in the County's Earned Sick and Safe Time Policy, established in compliance with MN State Statute 181.9445-181.9448.

ARTICLE 18. GROUP INSURANCE PROGRAM

SECTION A. Eligibility.

I. ACTIVE EMPLOYEES: All regular County employees, shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed and signed by the employee. Employees shall be eligible for County paid life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed and signed by the employee. They shall be eligible for dental insurance on the first day of the month following the date of employment, provided all necessary application forms have been completed and signed by the employee. Authorized sick leave, vacation time, compensatory time, any other paid time shall be counted as working time for such eligibility for dental insurance. Also, authorized sick leave, vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are eligible due to a qualified life event.

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

Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

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

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

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

III. RETIRED EMPLOYEE:

Definition: "retiree" or "to retire" means leaving Itasca County employment at a time when the employee has at least 10 years of service in Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County. The 10-year requirement will not apply to individuals employed by the County prior to March 1, 2025.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled or retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits.

SECTION B. Coverage.

I. GROUP LIFE INSURANCE:

ACTIVE EMPLOYEES: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All

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

II. GROUP HOSPITAL AND MEDICAL INSURANCE:

ACTIVE EMPLOYEES:

A. Plan Options: The High-Deductible Plan (Option 1) $2,100/$4,200 in 2025 or High-Deductible Plan (Option 2) $4,125/$8,250 in 2025, both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

B. Premium Contributions: The premium participation for said plans shall be 80% by the Employer and 20% by the employee. The 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.

C. Deductible Contributions: The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will be responsible for 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. 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 pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

D. Changes During Contract Term: In the event during the term of this Agreement the County Board elects to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital-medical insurance and dental insurance

plans covering the employees under this Agreement, if such alternative should become available. It is understood that the employees' and Union's rights as provided by State and Federal Statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as Minn. Stat. Section 471, MN. Comprehensive Health Insurance Act 62 E. 03, etc.).

III. GROUP DENTAL INSURANCE: ACTIVE EMPLOYEES:

A. Plan Option: The Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent with a maximum annual benefit of $1,500 per person. For new hired or rehired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or rehire date.

B. Premium Contributions: The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall be responsible for 20% of the dependents' cost of said insurance.

IV. FLEXIBLE SPENDING ACCOUNT: The County may provide flexible spending account programs. Employees may elect to participate.

V. RETIRED EMPLOYEES:

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

B. Hospital and Medical Insurance – Retired Employees. Health insurance medical coverage provided for retirees shall be the Itasca County High-Deductible Plan (Option 1) ($2,100/$4,200 in 2025) or Itasca County High Deductible Plan (Option 2) ($4,125/$8,250 in 2025), both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), or its equivalent.

(Note: 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.)

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

When an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance premiums takes a position in a different AFSCME bargaining unit, the employee will continue as a NOT capped employee in the new AFSCME bargaining unit.

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

For employees hired after 1/1/2000 the maximum County payment for retiree group insurance premiums shall not exceed $20,000.

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

VI. INSURANCE ADVISORY COMMITTEE:

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

AFSCME Local 639	2 representatives
AFSCME Local 1626	2 representatives
AFSCME Local 1452	2 representatives
AFSCME Local 580	2 representatives
Itasca County Non-Contract Employees	1 representative
Itasca County. Elected Officials/Dept. Heads.	1 representative
Itasca County Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca County Confidential Employees' Assoc.	1 representative
Itasca County Managers Assoc.	1 representative
Itasca County Health and Human Services Supv. Assoc.	1 representative

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

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

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

VII. POST HEALTH CARE SAVING PLAN:

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Employee contributions shall be as follows:

- Employees with 1 to 4 years of service with Itasca County shall contribute 2%
- Employees with 5-9 years of service with Itasca County shall contribute 3%
- Employees with 10 or more years of service with Itasca County shall contribute 4%

of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

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

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

ARTICLE 19. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

SECTION A. Pay Plan:

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

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

Cost of living shall be frozen for the contract years 2025, 2026, 2027.

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

III. Employees of this bargaining Agreement will receive effective 01/01/2025 a 9.00% increase; 01/01/2026 a 3.50% increase and 01/01/2027 a 3.50% increase. The pay increase will be effective January 1 of each year.

For the years 2026 and 2027: Drop existing first step and add new top step for each classification in the bargaining unit with a 3.5% increase being added to the new top step. The result is employees at the existing first step would move to the new first step. All other employees shall drop back one step and would advance a step forward on their hire date anniversary.

IV. Anniversary date: The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 consecutive hours of

employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

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

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

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

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

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

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

VIII. All new employees and current employees offered a job change shall be on probation for a period of 6 months of time worked, excluding overtime. During the probationary period the supervisor must provide feedback to the employees regarding performance. An employee's probation may be extended only for an additional period of a minimum of 10 days and a maximum of 3 months for cause. When the employee successfully completes probation, a 1 step increase shall be granted.

SECTION B. Administrative Requirements

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

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

Section C. Working Out of Class

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

ARTICLE 20. DRUG AND ALCOHOL TESTING POLICY

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

ARTICLE 21. SEPARABILITY

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

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

ARTICLE 22. DURATION OF AGREEMENT

This Agreement will be in effect from January 1, 2025 until December 31, 2027. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires.

Itasca County Board Commissioners

Casey Venema
County Board Chair

Brett Skyles
County Administrator

Local 1626, AFSCME, AFLCIO

Christopher V. Worth
Local 1626 President

Leann Stoll
AFSCME Council 65 Business Agent

APPENDIX A-Pay Plan

APPENDIX A										
01/01/2025 1626 ANNUAL PAY PLAN				9.00%	on 2024 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$19.96	$20.67	$21.35	$22.08	$22.86	$23.65	$24.55	$25.51	$26.44	GRADE 1
GRADE 2	$20.43	$21.11	$21.84	$22.62	$23.38	$24.19	$25.10	$26.08	$27.08	GRADE 2
GRADE 3	$20.97	$21.67	$22.43	$23.21	$24.01	$24.86	$25.81	$26.80	$27.81	GRADE 3
GRADE 4	$21.65	$22.41	$23.16	$23.99	$24.84	$25.70	$26.69	$27.72	$28.73	GRADE 4
GRADE 5	$22.38	$23.15	$23.94	$24.79	$25.66	$26.60	$27.58	$28.66	$29.74	GRADE 5
GRADE 6	$23.15	$23.96	$24.79	$25.66	$26.60	$27.52	$28.59	$29.66	$30.80	GRADE 6
GRADE 7	$24.19	$25.05	$25.93	$26.86	$27.82	$28.82	$29.90	$31.04	$32.25	GRADE 7
GRADE 8	$25.48	$26.35	$27.28	$28.26	$29.27	$30.33	$31.48	$32.71	$33.98	GRADE 8
GRADE 9	$26.94	$27.87	$28.85	$29.88	$30.93	$32.08	$33.29	$34.60	$35.95	GRADE 9
GRADE 10	$28.61	$29.63	$30.73	$31.81	$32.96	$34.15	$35.45	$36.84	$38.27	GRADE 10
GRADE 11	$30.47	$31.59	$32.71	$33.90	$35.12	$36.43	$37.84	$39.29	$40.83	GRADE 11
GRADE 12	$32.69	$33.88	$35.10	$36.41	$37.74	$39.13	$40.62	$42.23	$43.85	GRADE 12
GRADE 13	$35.27	$36.52	$37.88	$39.27	$40.71	$42.23	$43.89	$45.57	$47.37	GRADE 13
GRADE 14	$38.07	$39.47	$40.94	$42.44	$44.04	$45.66	$47.45	$49.31	$51.23	GRADE 14
GRADE 15	$41.29	$42.85	$44.41	$46.09	$47.81	$49.60	$51.55	$53.56	$54.27	GRADE 15
GRADE 16	$45.13	$46.79	$48.57	$50.38	$52.31	$54.27	$56.39	$58.60	$60.89	GRADE 16
GRADE 17	$49.40	$51.23	$53.17	$55.20	$57.26	$59.44	$61.76	$64.17	$66.71	GRADE 17
GRADE 18	$54.06	$56.10	$58.25	$60.43	$62.74	$65.09	$67.68	$70.34	$73.11	GRADE 18

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

APPENDIX A										
01/01/2025 1626 ANNUAL PAY PLAN				9.00%	on 2024 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$41,516.80	$42,993.60	$44,408.00	$45,926.40	$47,548.80	$49,192.00	$51,064.00	$53,060.80	$54,995.20	GRADE 1
GRADE 2	$42,494.40	$43,908.80	$45,427.20	$47,049.60	$48,630.40	$50,315.20	$52,208.00	$54,246.40	$56,326.40	GRADE 2
GRADE 3	$43,617.60	$45,073.60	$46,654.40	$48,276.80	$49,940.80	$51,708.80	$53,684.80	$55,744.00	$57,844.80	GRADE 3
GRADE 4	$45,032.00	$46,612.80	$48,172.80	$49,899.20	$51,667.20	$53,456.00	$55,515.20	$57,657.60	$59,758.40	GRADE 4
GRADE 5	$46,550.40	$48,152.00	$49,795.20	$51,563.20	$53,372.80	$55,328.00	$57,366.40	$59,612.80	$61,859.20	GRADE 5
GRADE 6	$48,152.00	$49,836.80	$51,563.20	$53,372.80	$55,328.00	$57,241.60	$59,467.20	$61,692.80	$64,064.00	GRADE 6
GRADE 7	$50,315.20	$52,104.00	$53,934.40	$55,868.80	$57,865.60	$59,945.60	$62,192.00	$64,563.20	$67,080.00	GRADE 7
GRADE 8	$52,998.40	$54,808.00	$56,742.40	$58,780.80	$60,881.60	$63,086.40	$65,478.40	$68,036.80	$70,678.40	GRADE 8
GRADE 9	$56,035.20	$57,969.60	$60,008.00	$62,150.40	$64,334.40	$66,726.40	$69,243.20	$71,968.00	$74,776.00	GRADE 9
GRADE 10	$59,508.80	$61,630.40	$63,918.40	$66,164.80	$68,556.80	$71,032.00	$73,736.00	$76,627.20	$79,601.60	GRADE 10
GRADE 11	$63,377.60	$65,707.20	$68,036.80	$70,512.00	$73,049.60	$75,774.40	$78,707.20	$81,723.20	$84,926.40	GRADE 11
GRADE 12	$67,995.20	$70,470.40	$73,008.00	$75,732.80	$78,499.20	$81,390.40	$84,489.60	$87,838.40	$91,208.00	GRADE 12
GRADE 13	$73,361.60	$75,961.60	$78,790.40	$81,681.60	$84,676.80	$87,838.40	$91,291.20	$94,785.60	$98,529.60	GRADE 13
GRADE 14	$79,185.60	$82,097.60	$85,155.20	$88,275.20	$91,603.20	$94,972.80	$98,696.00	$102,564.80	$106,558.40	GRADE 14
GRADE 15	$85,883.20	$89,128.00	$92,372.80	$95,867.20	$99,444.80	$103,168.00	$107,224.00	$111,404.80	$112,881.60	GRADE 15
GRADE 16	$93,870.40	$97,323.20	$101,025.60	$104,790.40	$108,804.80	$112,881.60	$117,291.20	$121,888.00	$126,651.20	GRADE 16
GRADE 17	$102,752.00	$106,558.40	$110,593.60	$114,816.00	$119,100.80	$123,635.20	$128,460.80	$133,473.60	$138,756.80	GRADE 17
GRADE 18	$112,444.80	$116,688.00	$121,160.00	$125,694.40	$130,499.20	$135,387.20	$140,774.40	$146,307.20	$152,068.80	GRADE 18

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

These pay rates reflect an additional 6% market increase on January 1, 2025.

APPENDIX A

01/01/2026 1626 ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$21.39	$22.10	$22.85	$23.66	$24.48	$25.41	$26.40	$27.37	$28.33	GRADE 1
GRADE 2	$21.85	$22.60	$23.41	$24.20	$25.04	$25.98	$26.99	$28.03	$29.01	GRADE 2
GRADE 3	$22.43	$23.22	$24.02	$24.85	$25.73	$26.71	$27.74	$28.78	$29.79	GRADE 3
GRADE 4	$23.19	$23.97	$24.83	$25.71	$26.60	$27.62	$28.69	$29.74	$30.78	GRADE 4
GRADE 5	$23.96	$24.78	$25.66	$26.56	$27.53	$28.55	$29.66	$30.78	$31.86	GRADE 5
GRADE 6	$24.80	$25.66	$26.56	$27.53	$28.48	$29.59	$30.70	$31.88	$33.00	GRADE 6
GRADE 7	$25.93	$26.84	$27.80	$28.79	$29.83	$30.95	$32.13	$33.38	$34.55	GRADE 7
GRADE 8	$27.27	$28.23	$29.25	$30.29	$31.39	$32.58	$33.85	$35.17	$36.40	GRADE 8
GRADE 9	$28.85	$29.86	$30.93	$32.01	$33.20	$34.46	$35.81	$37.21	$38.51	GRADE 9
GRADE 10	$30.67	$31.81	$32.92	$34.11	$35.35	$36.69	$38.13	$39.61	$41.00	GRADE 10
GRADE 11	$32.70	$33.85	$35.09	$36.35	$37.71	$39.16	$40.67	$42.26	$43.74	GRADE 11
GRADE 12	$35.07	$36.33	$37.68	$39.06	$40.50	$42.04	$43.71	$45.38	$46.97	GRADE 12
GRADE 13	$37.80	$39.21	$40.64	$42.13	$43.71	$45.43	$47.16	$49.03	$50.75	GRADE 13
GRADE 14	$40.85	$42.37	$43.93	$45.58	$47.26	$49.11	$51.04	$53.02	$54.88	GRADE 14
GRADE 15	$44.35	$45.96	$47.70	$49.48	$51.34	$53.35	$55.43	$56.17	$58.14	GRADE 15
GRADE 16	$48.43	$50.27	$52.14	$54.14	$56.17	$58.36	$60.65	$63.02	$65.23	GRADE 16
GRADE 17	$53.02	$55.03	$57.13	$59.26	$61.52	$63.92	$66.42	$69.04	$71.46	GRADE 17
GRADE 18	$58.06	$60.29	$62.55	$64.94	$67.37	$70.05	$72.80	$75.67	$78.32	GRADE 18

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

APPENDIX A

01/01/2026 1626 ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$44,491.20	$45,968.00	$47,528.00	$49,212.80	$50,918.40	$52,852.80	$54,912.00	$56,929.60	$58,926.40	GRADE 1
GRADE 2	$45,448.00	$47,008.00	$48,692.80	$50,336.00	$52,083.20	$54,038.40	$56,139.20	$58,302.40	$60,340.80	GRADE 2
GRADE 3	$46,654.40	$48,297.60	$49,961.60	$51,688.00	$53,518.40	$55,556.80	$57,699.20	$59,862.40	$61,963.20	GRADE 3
GRADE 4	$48,235.20	$49,857.60	$51,646.40	$53,476.80	$55,328.00	$57,449.60	$59,675.20	$61,859.20	$64,022.40	GRADE 4
GRADE 5	$49,836.80	$51,542.40	$53,372.80	$55,244.80	$57,262.40	$59,384.00	$61,692.80	$64,022.40	$66,268.80	GRADE 5
GRADE 6	$51,584.00	$53,372.80	$55,244.80	$57,262.40	$59,238.40	$61,547.20	$63,856.00	$66,310.40	$68,640.00	GRADE 6
GRADE 7	$53,934.40	$55,827.20	$57,824.00	$59,883.20	$62,046.40	$64,376.00	$66,830.40	$69,430.40	$71,864.00	GRADE 7
GRADE 8	$56,721.60	$58,718.40	$60,840.00	$63,003.20	$65,291.20	$67,766.40	$70,408.00	$73,153.60	$75,712.00	GRADE 8
GRADE 9	$60,008.00	$62,108.80	$64,334.40	$66,580.80	$69,056.00	$71,676.80	$74,484.80	$77,396.80	$80,100.80	GRADE 9
GRADE 10	$63,793.60	$66,164.80	$68,473.60	$70,948.80	$73,528.00	$76,315.20	$79,310.40	$82,388.80	$85,280.00	GRADE 10
GRADE 11	$68,016.00	$70,408.00	$72,987.20	$75,608.00	$78,436.80	$81,452.80	$84,593.60	$87,900.80	$90,979.20	GRADE 11
GRADE 12	$72,945.60	$75,566.40	$78,374.40	$81,244.80	$84,240.00	$87,443.20	$90,916.80	$94,390.40	$97,697.60	GRADE 12
GRADE 13	$78,624.00	$81,556.80	$84,531.20	$87,630.40	$90,916.80	$94,494.40	$98,092.80	$101,982.40	$105,560.00	GRADE 13
GRADE 14	$84,968.00	$88,129.60	$91,374.40	$94,806.40	$98,300.80	$102,148.80	$106,163.20	$110,281.60	$114,150.40	GRADE 14
GRADE 15	$92,248.00	$95,596.80	$99,216.00	$102,918.40	$106,787.20	$110,968.00	$115,294.40	$116,833.60	$120,931.20	GRADE 15
GRADE 16	$100,734.40	$104,561.60	$108,451.20	$112,611.20	$116,833.60	$121,388.80	$126,152.00	$131,081.60	$135,678.40	GRADE 16
GRADE 17	$110,281.60	$114,462.40	$118,830.40	$123,260.80	$127,961.60	$132,953.60	$138,153.60	$143,603.20	$148,636.80	GRADE 17
GRADE 18	$120,764.80	$125,403.20	$130,104.00	$135,075.20	$140,129.60	$145,704.00	$151,424.00	$157,393.60	$162,905.60	GRADE 18

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

APPENDIX A

01/01/2027 1626 ANNUAL PAY PLAN 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.87	$23.65	$24.49	$25.34	$26.30	$27.32	$28.33	$29.32	$30.35	GRADE 1
GRADE 2	$23.39	$24.23	$25.05	$25.92	$26.89	$27.93	$29.01	$30.03	$31.08	GRADE 2
GRADE 3	$24.03	$24.86	$25.72	$26.63	$27.64	$28.71	$29.79	$30.83	$31.91	GRADE 3
GRADE 4	$24.81	$25.70	$26.61	$27.53	$28.59	$29.69	$30.78	$31.86	$32.98	GRADE 4
GRADE 5	$25.65	$26.56	$27.49	$28.49	$29.55	$30.70	$31.86	$32.98	$34.13	GRADE 5
GRADE 6	$26.56	$27.49	$28.49	$29.48	$30.63	$31.77	$33.00	$34.16	$35.36	GRADE 6
GRADE 7	$27.78	$28.77	$29.80	$30.87	$32.03	$33.25	$34.55	$35.76	$37.01	GRADE 7
GRADE 8	$29.22	$30.27	$31.35	$32.49	$33.72	$35.03	$36.40	$37.67	$38.99	GRADE 8
GRADE 9	$30.91	$32.01	$33.13	$34.36	$35.67	$37.06	$38.51	$39.86	$41.26	GRADE 9
GRADE 10	$32.92	$34.07	$35.30	$36.59	$37.97	$39.46	$41.00	$42.44	$43.93	GRADE 10
GRADE 11	$35.03	$36.32	$37.62	$39.03	$40.53	$42.09	$43.74	$45.27	$46.85	GRADE 11
GRADE 12	$37.60	$39.00	$40.43	$41.92	$43.51	$45.24	$46.97	$48.61	$50.31	GRADE 12
GRADE 13	$40.58	$42.06	$43.60	$45.24	$47.02	$48.81	$50.75	$52.53	$54.37	GRADE 13
GRADE 14	$43.85	$45.47	$47.18	$48.91	$50.83	$52.83	$54.88	$56.80	$58.79	GRADE 14
GRADE 15	$47.57	$49.37	$51.21	$53.14	$55.22	$57.37	$58.14	$60.17	$62.28	GRADE 15
GRADE 16	$52.03	$53.96	$56.03	$58.14	$60.40	$62.77	$65.23	$67.51	$69.87	GRADE 16
GRADE 17	$56.96	$59.13	$61.33	$63.67	$66.16	$68.74	$71.46	$73.96	$76.55	GRADE 17
GRADE 18	$62.40	$64.74	$67.21	$69.73	$72.50	$75.35	$78.32	$81.06	$83.90	GRADE 18

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

APPENDIX A

01/01/2027 1626 ANNUAL PAY PLAN 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$47,569.60	$49,192.00	$50,939.20	$52,707.20	$54,704.00	$56,825.60	$58,926.40	$60,985.60	$63,128.00	GRADE 1
GRADE 2	$48,651.20	$50,398.40	$52,104.00	$53,913.60	$55,931.20	$58,094.40	$60,340.80	$62,462.40	$64,646.40	GRADE 2
GRADE 3	$49,982.40	$51,708.80	$53,497.60	$55,390.40	$57,491.20	$59,716.80	$61,963.20	$64,126.40	$66,372.80	GRADE 3
GRADE 4	$51,604.80	$53,456.00	$55,348.80	$57,262.40	$59,467.20	$61,755.20	$64,022.40	$66,268.80	$68,598.40	GRADE 4
GRADE 5	$53,352.00	$55,244.80	$57,179.20	$59,259.20	$61,464.00	$63,856.00	$66,268.80	$68,598.40	$70,990.40	GRADE 5
GRADE 6	$55,244.80	$57,179.20	$59,259.20	$61,318.40	$63,710.40	$66,081.60	$68,640.00	$71,052.80	$73,548.80	GRADE 6
GRADE 7	$57,782.40	$59,841.60	$61,984.00	$64,209.60	$66,622.40	$69,160.00	$71,864.00	$74,380.80	$76,980.80	GRADE 7
GRADE 8	$60,777.60	$62,961.60	$65,208.00	$67,579.20	$70,137.60	$72,862.40	$75,712.00	$78,353.60	$81,099.20	GRADE 8
GRADE 9	$64,292.80	$66,580.80	$68,910.40	$71,468.80	$74,193.60	$77,084.80	$80,100.80	$82,908.80	$85,820.80	GRADE 9
GRADE 10	$68,473.60	$70,865.60	$73,424.00	$76,107.20	$78,977.60	$82,076.80	$85,280.00	$88,275.20	$91,374.40	GRADE 10
GRADE 11	$72,862.40	$75,545.60	$78,249.60	$81,182.40	$84,302.40	$87,547.20	$90,979.20	$94,161.60	$97,448.00	GRADE 11
GRADE 12	$78,208.00	$81,120.00	$84,094.40	$87,193.60	$90,500.80	$94,099.20	$97,697.60	$101,108.80	$104,644.80	GRADE 12
GRADE 13	$84,406.40	$87,484.80	$90,688.00	$94,099.20	$97,801.60	$101,524.80	$105,560.00	$109,262.40	$113,089.60	GRADE 13
GRADE 14	$91,208.00	$94,577.60	$98,134.40	$101,732.80	$105,726.40	$109,886.40	$114,150.40	$118,144.00	$122,283.20	GRADE 14
GRADE 15	$98,945.60	$102,689.60	$106,516.80	$110,531.20	$114,857.60	$119,329.60	$120,931.20	$125,153.60	$129,542.40	GRADE 15
GRADE 16	$108,222.40	$112,236.80	$116,542.40	$120,931.20	$125,632.00	$130,561.60	$135,678.40	$140,420.80	$145,329.60	GRADE 16
GRADE 17	$118,476.80	$122,990.40	$127,566.40	$132,433.60	$137,612.80	$142,979.20	$148,636.80	$153,836.80	$159,224.00	GRADE 17
GRADE 18	$129,792.00	$134,659.20	$139,796.80	$145,038.40	$150,800.00	$156,728.00	$162,905.60	$168,604.80	$174,512.00	GRADE 18

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

APPENDIX B-Retirees

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

APPENDIX C- MOU's & Letters of Understanding

ITASCA COUNTY MIS DEPARTMENT

On-Call Program

The following is a Letter of Understanding (LOU) between Itasca County and AFSCME Local 1626 for a, non-precedent setting, temporary trial period of IT on-call that will expire on 12/31/2025.

1. PURPOSE: In order to provide better on-call reliability for IT customers and a moreequitable system of on-call for IT Department members.

2. ON-CALL ROSTER: Currently serving IT Department members hired before 01/01/2021 will be asked to join the on-call rotation on a voluntary basis. IT Department members hired after 01/01/2021 are required to be part of the on-call rotation. Once a roster of on-call personnel has been established, the IT Director will create a rotating On-Call Schedule which will be projected at least three (3) months in advance.

3. ON-CALL ROTATION: On-Call duties will run from the beginning of business hours on Monday morning until the beginning of business hours the following Monday morning. If Monday is a holiday, the changeover will take place on the next business day at the beginning of business hours.

4. ON-CALL PROCEDURES: The IT team members will populate the schedule in the MIS On-Call calendar. The On-Call calendar will be updated with any changes to the schedule. On-duty Law Enforcement personnel including Dispatch are the primary focus of the On-Call program and may call as necessary. Dispatch will reference the On-Call calendar to determine who should be contacted after hours. All other Itasca County employees who need assistance should call through their respective Department Head for assistance and the Department Head or a previously designated representative will contact the IT Director to request after-hours support.

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

Monday:	4:30 pm – 7 am
Tuesday:	4:30 pm – 7 am
Wednesday:	4:30 pm – 7 am
Thursday:	4:30 pm – 7 am
Friday:	4:30 pm – 7 am on the following business day
Weekends/Holidays:	24 hours

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

schedules.

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

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

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

8. ON-CALL SCHEDULE CHANGES:

   A. Any team member hired before 01/01/2021 may volunteer to opt in or opt out of the on-call rotation with the following caveats:

      Opt-out: Any IT team member hired before 01/01/2021 may opt out of the on-call rotation effective at the beginning of the next three-month on call-cycle. Exceptions will be made on a case-by-case basis.

      Opt-in: Any IT team member hired before 01/01/2021 may opt into the on-call rotation. They will be added to the next three-month on-call cycle. Team members who choose to opt into the on-call rotation are committing to remaining in the rotation for one (1) full three-month cycle.

   B. Response time: On-call members will have their phone available however the maximum time to return a missed call will not exceed 10 minutes and calls should be returned as quickly as possible. If an issue is more urgent than that the Dispatcher has the option to contact the IT Director.

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

Memorandum of Understanding (MOU)

Records Deputies Pay Scale and Probation Period

This MOU is agreed to between Itasca County and AFSCME Council 65, Local 1626 to enter into an agreement to update the 2025-2027 Local 1626 collective bargaining agreement (CBA) relative to the Pay Scale for the current Records Deputies to include Linette Welshinger, and Sarah Still.

Appendix B – Pay Scale for current Records Deputies Linette Welshinger, and Sarah Still:

In recognition of the dissolution of the 639-3 bargaining unit, It is agreed that current Records Deputies Linette Welshinger and Sarah Still shall follow the prior pay scale which is as follows:

01/01/2025 ANNUAL PAY PLAN				9.00% on 2024 base						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Records Deputy	GRADE 7	$25.54	$26.49	$27.44	$28.47	$29.35	$30.38	$31.47	$32.92	Records Deputy
Records Deputy	GRADE 7	$53,123.20	$55,099.20	$57,075.20	$59,217.60	$61,048.00	$63,190.40	$65,457.60	$68,473.60	Records Deputy
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
These pay rates reflect an additional 6% market increase on January 1, 2025.										
01/01/2026 ANNUAL PAY PLAN			3.50% on 2025 base							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Records Deputy	GRADE 7	$27.42	$28.40	$29.47	$30.38	$31.44	$32.57	$34.07	$35.26	Records Deputy
Records Deputy	GRADE 7	$57,033.60	$59,072.00	$61,297.60	$63,190.40	$65,395.20	$67,745.60	$70,865.60	$73,340.80	Records Deputy
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
01/01/2027 ANNUAL PAY PLAN			3.50% on 2026 base							
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Records Deputy	GRADE 7	$29.39	$30.50	$31.44	$32.54	$33.71	$35.26	$36.49	$37.77	Records Deputy
Records Deputy	GRADE 7	$61,131.20	$63,440.00	$65,395.20	$67,683.20	$70,116.80	$73,340.80	$75,899.20	$78,561.60	Records Deputy
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

All Records Deputies hired after 01/01/2022 shall follow the Local 1626 pay scale.

All other Articles of the Local 1626 collective bargaining agreement remain the same.

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-354

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
2025-2027 Collective Bargaining Agreement – AFSCME Local 1452 Road and Bridge Unit

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 1452 Road and Bridge Unit.

BACKGROUND:
The labor management committee has been negotiating the 2025-2027 collective bargaining agreement with AFSCME Local 1452. This collective bargaining agreement has been voted on and approved by the AFSCME Local 1452 Road and Bridge Unit and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025-2027 Collective Bargaining Agreement AFSCME Local 1452 Draft
2. 2025-2027 Collective Bargaining Agreement AFSCME Local 1452 FULLY EXECUTED

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Itasca County
Minnesota

and

Council 65
AFSCME
Minnesota, South Dakota, North Dakota

REPRESENTING

EMPLOYEES OF LOCAL UNION #1452
(ROAD AND BRIDGE UNIT)

January 1, 2025 – December 31, 2027

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT 1
ARTICLE 2. DEFINITION OF EMPLOYEES AND EMPLOYER 1
ARTICLE 3. RECOGNITION 2
ARTICLE 4. RESPONSIBILITIES OF PARTIES 2
ARTICLE 5. CHECKOFF OF UNION DUES 3
ARTICLE 6. HOURS OF WORK 4
ARTICLE 7. HOLIDAY PROVISIONS 5
ARTICLE 8. VACATIONS 6
ARTICLE 9. SICK LEAVE 8
ARTICLE 10. SENIORITY 11
ARTICLE 11. PHYSICAL EXAMINATIONS 13
ARTICLE 12. SUSPENSIONS AND DISCHARGES 13
ARTICLE 13. GRIEVANCE PROCEDURE 14
ARTICLE 14. TIME OFF FOR UNION ACTIVITIES 16
ARTICLE 15. BULLETIN BOARD 16
ARTICLE 16. GENERAL PROVISIONS 16
ARTICLE 17. GROUP INSURANCE PROGRAM 17
ARTICLE 18. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS 24
ARTICLE 19. SAVINGS CLAUSE 27
ARTICLE 20. COUNTY WIDE SENIORITY LIST FOR ROAD AND BRIDGE EMPLOYEES 28
ARTICLE 21. DRUG AND ALCOHOL TESTING POLICY 28
ARTICLE 22. DURATION OF AGREEMENT 33
APPENDIX A – PAY PLANS 34
APPENDIX B – LANGUAGE INTERPRETATION 37
APPENDIX C – TOOL ALLOWANCE 38
APPENDIX D – SENIORITY LIST 41
APPENDIX E – RETIREE LANGUAGE 42
APPENDIX F – AGREE TO FORM COMMITTEE 43
APPENDIX G – FULL TIME APPOINTMENTS – SUBFOREMAN AND LEAD WORKERS 44
APPENDIX H – MEMORANDUMS OF UNDERSTANDING (MOUs) and LETTERS OF AGREEMENT (LOAs) 46

AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the Employer, and Local 1452 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE 1. PURPOSE OF AGREEMENT

Section 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.

Section 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. DEFINITION OF EMPLOYEES AND EMPLOYER

Section 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. In all cases, a regular employee's seniority and anniversary date (first day of employment) shall be subject to Article 18, Section 18.1.2.

Section 2.2 A Seasonal/Casual/Temporary employee shall mean an employee whose employment is not anticipated to exceed 1040 consecutive hours, and who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head.

Section 2.3 The County Board shall designate by resolution the total number of full-time employees that can be hired into any one job classification, and the total number of positions in any one department. In order to hire an additional employee to exceed the limit allowed by the Board, the Board must pass a new resolution stating that the total allowed in that classification is hereby changed from (example) two to three.

Section 2.4 After a regular position has been approved by the County Board as a position for the appropriate department, the posting procedure as set out in Article 10, Section 10.6, shall apply.

Section 2.5 The Employer is the Itasca County Board of Commissioners.

ARTICLE 3. RECOGNITION

Section 3.1 The Employer hereby recognizes Local 1452 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all the employees of Itasca County, Minnesota, in the unit composed of all regular full-time and part-time employees, excluding elected officials, appointed officials, employees of the Sheriff's Department, employees of the County Courthouse, and employees of Human Services, as per certification by the Bureau of Mediation Services, State of Minnesota.

Section 3.2 It has been agreed to that the policy of the Employer that during and for the duration of this Agreement, it will not enter into, establish or promulgate any Resolution, Agreement or Compact with or affecting such employees as are defined, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employee.

ARTICLE 4. RESPONSIBILITIES OF PARTIES

Section 4.1 Each of the parties of this Agreement thereby acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement, as per PELRA, Minnesota Statutes Chap. 179A as amended.

Section 4.2 The Employer, including its managers, supervisors and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section 4.3 The Union, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

Section 4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

4.4.1. 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.

4.4.2. There shall be no interference with the rights of employees to become or continue as members of the Union.

Section 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

Section 5.1 The Employer agrees to require the payroll department to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Union for Union dues or initiation fees, and/or other Union approved deductions established by the Union. Such deduction shall be made each month beginning with the month specified on the payroll deduction card. These deductions shall be transmitted to the financial secretary of the Union not later than the 10th of the following month along with a list of the employees from whom such pay deductions were made. The employee may terminate payroll deductions by giving 30 days written notice to the secretary of the local. The secretary shall notify the payroll department in writing within 5 days after receipt of such notice to stop deductions.

Section 5.2 The Employer may deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3, as amended.

Section 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.

Section 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, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 6. HOURS OF WORK

Section 6.1 The normal hours of work shall be 8 hours per day and 40 hours per week. The regular work day shall start at 7:00 a.m. and shall end at 3:30 p.m. 1/2 hour shall be allowed for a lunch period each day. The normal work days for the week shall be Monday through Friday.

Section 6.2 Overtime Hours: All hours worked in excess of the normal work week shall be compensated for at 1½ times the classified hourly rate of payAll hours worked in excess of the normal work week must be approved and authorized by the supervisor or department head. All paid holidays, vacation, sick leave, and all other paid time off, shall count as hours worked for the purpose of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Section 6.3 Employees of the Road and Bridge Department may be scheduled in excess of 8 hours per day and shall be compensated for all hours in excess of 40 in any given work week in accordance with Section 6.2 of this Article. The Employer agrees that it shall not reduce the number of work days per week as specified in Section 6.1 of this Article in the scheduling of employees to excess hours.

Section 6.4 If the needs of the service permit, all employees shall be allowed 2 15-minute rest breaks in each 8 hour shift at times designated by their immediate supervisor or department head.

Section 6.5 When a regular employee is required to report to work prior to the start of the regularly scheduled hours identified in 6.1 and 6.8 without being notified prior to 9:00 pm the previous day, the employee shall receive a minimum of 4 hours work or 4 hours pay in lieu thereof at the classified rate. Additionally, if an employee is called back to work after completing the regular work day or is called out for work on a regularly scheduled day off as identified in 6.1 and 6.8, the employee shall receive a minimum of 4 hours work or 4 hours pay in lieu thereof at the classified rate. Reporting to work early on a regularly scheduled workday will not be considered as a call out provided they are notified of that revised start time prior to 9:00 p.m. the previous day.

Section 6.6 Travel Time: When an employee is assigned to commence the regular scheduled work day at a site other than the employee's regular assigned headquarters, the employee shall receive 1 hour of travel time. Headquarters is defined as the county garage to which the employee is normally assigned.

Any employee assigned to work on a county-wide construction project shall receive 1 hour per day travel time.

Any employee who is eligible for above-described travel time, and who used a private vehicle for transportation to the site, shall be compensated for the cost per mile as authorized by the County Board.

Section 6.7 Compensatory time off in lieu of overtime is at the employee's option, and is selected at the employee's choice of overtime or comp time each pay period when the time card is submitted. A 140-hour maximum may be accumulated during the calendar year and is limited to a 120-hour maximum at years end (December 31). In the event of pay increase, compensatory hours will be rolled over at the new hourly rate.

Section 6.8 The alternative summer work schedule shall begin the Sunday of the last full week in April of each year and continues through the last full week of September on a county-wide basis with the hours of work to be 6 am until 4:30 pm.

ARTICLE 7. HOLIDAY PROVISIONS

Section 7.1 All regular employees shall receive the following paid holidays provided said employees perform work, are on vacation, are on sick leave, or are gone due to a death in the family or similar cause, in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday:

New Year's Day
Thanksgiving Day
Independence Day
Indigenous People's Day
One Floating Holiday
Martin Luther King Day
Good Friday
Christmas Eve Day
President's Day
Memorial Day
Juneteenth
Labor Day
Veterans Day
Christmas Day
Friday after Thanksgiving

Section 7.2 When the holidays listed in this Section fall on Sunday, the following day shall be a holiday. When the holidays listed in this Section fall on Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
June 19 - Juneteenth
July 4 - Independence Day
November 11 - Veterans 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.

Section 7.3 Regular employees who are required by the department head or employees' immediate supervisor to work on any of the above holidays shall be compensated at the rate of 1½ time for their work that day in addition to their regular holiday pay.

Section 7.4 When a paid holiday falls on an employee's scheduled day off or during the employee's vacation period, the employee shall receive an additional day of paid vacation providing said holiday falls on an employee's normal work day.

Section 7.5 Eligibility for Floating Holiday: Initial employment probationary status employees cannot take a 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.

Section 7.6 A holiday which falls during a work week when employees are scheduled to work ten-hour days shall be a paid holiday of ten hours.

ARTICLE 8. VACATIONS

Section 8.1 All regular employees shall receive vacation benefits with pay as follows:

Completed Years of Service	Rate of Accumulation of Vacation Hours Per Pay Period of Work	Number of Working Hours of Vacation Time Earned Per Yr
0-59 months	3.077	(10 days)
60-119 months	4.616	(15 days)
120-179 months	6.154	(20 days)
180+ months	7.693	(25 days)

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

Changes in the rate of accrual shall take effect as of the applicable anniversary date. 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.

Section 8.2 Regular employees who have accumulated 600 hours of sick leave shall be granted a bonus vacation and sick leave as follows:

8.2.1. A regular employee shall earn 3.693 hours sick leave per pay period, only if the beginning balance is less than 1,000 hours.

8.2.2. A regular employee shall earn 1.847 hours bonus vacation per pay period, only if the beginning balance is 600 hours or more, except any pay period in which an employee takes sick leave said employee cannot earn the 1.847 hours bonus vacation.

Section 8.3 Upon termination of employment for any cause, regular employees shall be paid for any accumulated vacation credit including pro-rata payments for periods of less than 1 year.

Section 8.4 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 employee will prevail in the selection of vacation time when agreement cannot be reached among the employees.

Section 8.5 The vacation time of a regular employee shall not be split except at the option of the employee.

Section 8.6 All employees who have used all of their accumulated sick leave hours shall at that time, if illness continues, be granted any vacation credits earned in that year.

Section 8.7 All regular part-time employees working less than full-time shall receive vacation benefits on a pro-rated basis.

Section 8.8. An employee who, during the prior calendar year, was assigned to one position but actually worked at least one-half of the time in a position in a higher grade, shall be credited for vacation during the current year at the hourly rate of the position in the higher grade. Eligibility for the higher vacation rate must be reestablished on a year-by-year basis.

ARTICLE 9. SICK LEAVE

Section 9.1 All regular employees shall earn sick leave at the rate of 3.693 hours for each pay period of service in which they have worked at least 40 hours and may accumulate unused sick leave to a maximum of 1,000 working hours.

Part-time regular employees shall accumulate sick leave credit on a pro-rata basis to be posted each pay period. Hours worked shall be divided by the total hours possible in the pay period to determine the percentage of time worked. Amount of sick leave credit earned shall be the percentage multiplied by 3.693 hours.

NOTE: For those employees who have 600 or more sick leave hours accumulated, see Article 8, Section 8.2, for calculation of bonus vacation earnings.

Section 9.2 New employees in regular positions shall accrue and may use sick leave during the probationary period.

Section 9.3 An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

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

Family member is defined as:

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

- Domestic partner or guardian

Section 9.4 The Human Resources Director may, at his/her discretion, require evidence of personal illness.

Section 9.5 Sick leave credit may be earned only while an employee is working at the employee's regular job or is on regular vacation. Legal holidays falling on working days shall be considered working days for such leave credit.

Section 9.6 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. When on 10-hour shifts, the employee may use paid vacation or comp time to supplement for the other 2 hours/day.

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

Each instance of bereavement time must be used within 365 days of a passing and bereavement may be split if burial is happening at a later date.

Section 9.7 Compensable Injury: If a regular employee of the Employer shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the County shall pay the difference between the compensation received by the employee and his/her regular monthly or hourly rate of pay, same to be deducted from said accrued vacation or sick leave benefit. The Employer will provide for the payments described in this section during the period of disability. It is understood that the additional payments made to the employee over and above that paid by the Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

Section 9.8 Sick Leave of Absence; Including Maternity Leaves: After an employee has used all accumulated sick leave, vacation and any available FMLA protected leave, the employee shall be granted a medical leave of absence without pay,

with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

Section 9.9 Upon termination of employment, an employee shall allocate as severance pay 70% of accumulated but unused sick leave from first date of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits, and shall be paid, at the employee's option, in 1 lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall apply the 30% balance to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

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 accrued sick leave shall be paid out to the surviving spouse or to the estate of the employee who passed away.

For employees hired after January 1, 2000, the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall be $20,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $20,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Section 9.10. Catastrophic Sick Leave Account or Vacation: Employees may voluntarily donate one or more vacation days to a sick leave pool to be used by employees within their union for hospitalization or major medical problems when they have exhausted their own accumulated earned leave. Contributions to the pool shall be recorded on the Electronic Timekeeping System. Employees may use a maximum of 30 days per occurrence from the pool, with the Executive Board of Local 1452 making the determination for allocation and usage based on IRS regulations.

ARTICLE 10. SENIORITY

Section 10.1 Seniority standing shall be granted to all employees who have attained regular employee status as defined in Article 2. Such standing is to be determined on the basis of total length of employment for the Employer. Seniority and anniversary date of employees attaining such regular employee status shall be the first day of employment. During the probationary period of 1040 consecutive hours or 6 months, as the case may be, employees may be discharged by the Employer without the same being considered a breach of this Agreement or constituting a grievance hereunder. All new employees and current employees offered a job classification change shall be on probation for a period of 6 months of time worked, excluding overtime. During the probationary period the supervisor must provide feedback to the employees regarding performance. An employee's probation may be extended only for non-performance related reasons for an additional period of 10 days, but not to exceed 3 months. When the employee successfully completes probation, a 1 step increase shall be granted.

Section 10.2 A regular employee shall lose seniority standing in the following situations:

a. Voluntary resignation;
b. discharge for just cause;
c. retirement;
d. failure to return to work after receiving notice of recall from layoff.

Section 10.3 Seniority standing for hourly-wage employees of the Road and Bridge Department shall be determined on a County-wide basis. Anniversary dates and beginning date of employment shall be determined in accordance with Article 18, Section 18.1.2. Whenever employees bid on or are assigned to construction projects away from their regular position, they shall retain the right to return to their regular positions upon the completion of the construction project.

Section 10.4 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 in any department, provided the employee has the necessary qualifications to perform the duties of the job involved. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs,

reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees 30 days in advance by certified mail, with a copy of same submitted to the Union. There shall be no placement of regularly employed employees by relief workers, nor shall a relief worker be placed in any classified position.

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

Section 10.5 Temporary transfers or vacancies may be filled by senior qualified employees. In the event such a vacancy has a higher rate of pay, the qualified employee filling such vacancy shall receive such a higher rate of pay when such an appointment is made.

Section 10.6 Notices of all vacancies and newly-created positions including designation of equipment and garage shall be posted, and employees shall have a minimum of 5 working days' time in which to apply. The senior employee in the department where the vacancy occurs or new position is created who applies shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job. The department head or other appropriate appointing authority shall determine whether the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right to appeal through the normal grievance procedure. Notice of vacancies or newly-created positions shall state the type of work, place of work, rate of pay, hours to be worked, and the job classification. The department head shall be allowed 90 working days to fill a regular vacancy that a regular employee has applied for.

Seniority lists shall be brought up to date on March 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.

Section 10.7 An unpaid leave of absence of up to 10 days shall be granted by the Department Head.

Section 10.8 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.

Section 10.9 In the event an employee of the Road and Bridge bargaining unit is assigned to a Highway Maintenance Supervisor position which is outside of the Local

1452 bargaining unit, said employee's earned seniority up to the date of assumption of the Highway Maintenance Supervisor's position shall be frozen and retained. In the event said employee returns to the Road and Bridge unit, the aforementioned frozen seniority time shall be the employee's new seniority tenure. An employee transferring to a Highway Maintenance Supervisor's position from the Road and Bridge bargaining unit shall have the right to bid on vacancies via the posting procedure of this contract, and only the employee's frozen seniority shall be applicable. Said seniority shall also apply in the event of a reduction of force or abolishment of a position. The employee's overall seniority from date of hire shall be applicable for the eligibility and amount of fringe benefits.

Section 10.10 For the appointment of a sub foreman, seniority shall be used to break ties between equally qualified candidates. The seniority provisions of Section 10.6 shall not apply to the appointment of a sub foreman.

ARTICLE 11. PHYSICAL EXAMINATIONS

Section 11.1 The Employer shall pay for a physical examination for all regular employees if such examinations are required by the Employer or by a State or Federal agency.

ARTICLE 12. SUSPENSIONS AND DISCHARGES

Section 12.1 An employee may be temporarily suspended for just cause. The employee and Union shall be notified of the reasons for the suspension in writing at the time of suspension. If the employee feels the suspension was without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within 21 calendar days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Section 12.2 An employee shall be discharged only for just cause. Discharges shall be subject to the grievance procedure.

Section 12.3 In the event a general layoff is contemplated, the Employer agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

ARTICLE 13. 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 decisions shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 14. TIME OFF FOR UNION ACTIVITIES

Section 14.1 Any employee elected by the Union to represent such Union at International, State or District meetings which requires absence from duty shall be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the Employer as follows:

Type of Meeting	No. of Delegates	Max. Time Allowed
International	2	9 calendar days
State Federation	2	7 calendar days
State Council 1	3	2 working days
District	3	1 working day

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the Employer.

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

ARTICLE 15. BULLETIN BOARD

Section 15.1 The Employer will erect and maintain a bulletin board of reasonable size to be placed in such locations as may be mutually agreed upon between the Union and the Employer, which bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

ARTICLE 16. GENERAL PROVISIONS

Section 16.1 All matters not covered by this Agreement shall be settled by negotiations between the Employer and the Union.

Section 16.2 Those employees covered by this contract who are also volunteer firefighters/rescue squad responders will be allowed to respond to fire calls, only if: the employee is available and it is a fire call for which a 2nd call has gone out or it is a structure fire. They would also be allowed to report late for a shift if they were already involved in an emergency for which their continued presence was deemed necessary. Absences would be limited to 20 hours per year. Unless the employee uses paid time off or compensatory time

for these hours, the employee will be unpaid. The County may require written verification from the Fire Chief.

Section 16.3 Any employee whose duties require eye protection under applicable OSHA regulations shall be eligible for a $100 per year allowance for reimbursement for the purchase of prescription safety glasses. If the allowance is not used during a calendar year $100 will be carried over to the following year and capped at $200 until used.

Section 16.4 Employees will be covered and eligible for Earned Sick and Safe Time as outlined in the County's Earned Sick and Safe Time Policy, established in compliance with MN State Statute.

Section 16.5 If a CDL driver loses their driver's license for a non-alcohol or drug-related reason, the County may place the individual in a downgraded class 3 position for a period of time not to exceed 60 days to give the employee the opportunity to regain their license. There will be a corresponding decrease in pay. Employees who fail to regain their license in this time, the employee will be terminated.

Section 16.6 The parties agree that the weather event provision in the statutory Earned Sick and Safe Time (ESST) Leave Law outlined in Minnesota Statute Section 181.9447, subdivision 1, clause (4) is waived as to its application for all positions in the bargaining unit holding a commercial driver's license.

ARTICLE 17. GROUP INSURANCE PROGRAM

Section 17.1 ELIGIBILITY - ACTIVE EMPLOYEES:

17.1.1 All regular county employees shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed. Employees shall be eligible for County paid life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed. They shall be eligible for dental insurance on the first day of the month following the date of employment, provided all necessary application forms have been completed and signed by the employee. Authorized sick leave, vacation time, compensatory time, any other paid time shall be counted as working time for such eligibility for dental insurance. Also, authorized sick leave, vacation time, and authorized leave of

absence of 30 days or less shall be counted as working time for such eligibility.

17.1.2 Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are eligible due to a qualified life event.

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

17.1.4 Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

17.1.5 Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

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

17.1.7 Employees who voluntarily terminate such employment without due notice to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to such

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

Section 17.2 TOTAL DISABILITY:

All regular employees who qualify for a total disability pension under the eligibility stipulations set by Minnesota Public Employees Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his/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.

Section 17.3 RETIRED EMPLOYEE

17.3.1 Definition: “retiree” or “to retire” means leaving Itasca County employment at a time when the employee has at least 10 years of service in Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County. The 10-year requirement will not apply to individuals employed by the County prior to March 1, 2025.

17.3.2 Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled or retired employee’s right to continue under a previous agreement from which they have been entitled to insurance benefits.

Section 17.4 COVERAGE - GROUP LIFE INSURANCE:

17.4.1 ACTIVE EMPLOYEES: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000.00 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause.

17.4.2 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 will terminate upon the employee leaving employment.

Section 17.5 GROUP HOSPITAL AND MEDICAL INSURANCE: ACTIVE EMPLOYEES

17.5.1 Plan Options: The High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025), both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

17.5.2 Premium Contributions: The premium participation for said plans shall be 80% by the Employer and 20% by the employee. The 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.

17.5.3 Deductible Contributions: The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will be responsible for 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. 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 pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

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

Section 17.6 GROUP DENTAL INSURANCE: ACTIVE EMPLOYEES

17.6.1 Plan Option: The Employer will provide dental insurance under Delta Dental Plan of Minnesota, or its equivalent with maximum annual benefit of $1,500 per person. For new hired or rehired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or rehire date.

17.6.2 Premium Contributions: The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall be responsible for 20% of the dependents' cost of said insurance.

Section 17.7 FLEXIBLE SPENDING ACCOUNT:
The County may provide flexible spending account programs. Employees may elect to participate.

Section 17.8 GROUP HOSPITAL AND MEDICAL INSURANCE: RETIRED EMPLOYEES

17.8.1 Failure on the part of any employee, to apply for and obtain such group hospital and medical health insurance coverage for which the retiree may be eligible for through Itasca County, shall have the effect of cancelling the retiree’s ability to enroll, and the County shall have no further obligation or liabilities thereunder.

17.8.2 Hospital and Medical Insurance – Retired Employees: Health insurance medical coverage provided for retirees shall be the Itasca County High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) both

with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association) or its equivalent.

(Note: 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.)

17.8.3 Uncapped Retirees: For employees hired prior to January 1, 2000 in bargaining unit 1452, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year.

When an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance premiums takes a position in a different AFSCME bargaining unit, the employee will continue as a NOT capped employee in the new AFSCME bargaining unit.

17.8.4 Capped Retirees: For employees hired after January 1, 2000 in bargaining unit 1452, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance of 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by

the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

Local 1452: The maximum County payment for retirement group insurance premiums shall not exceed $20,000.

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

Section 17.9 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 3% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

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

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

17.10 INSURANCE ADVISORY COMMITTEE:

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

AFSCME Local 639	2 representatives
AFSCME Local 1626	2 representatives
AFSCME Local 1452	2 representatives
AFSCME Local 580	2 representatives
Itasca Co. Non-Contract Employees	1 representative
Itasca Co. Elected Officials/Dept. Heads.	1 representative

Itasca Co. Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca Co. Confidential Employees' Assoc.	1 representative
Itasca County Managers Association	1 representative
Itasca Co. Health and Human Services Supv. Assoc.	1 representative

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

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

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

ARTICLE 18. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

Section 18.1 Pay Plan:

18.1.1 The hourly pay rate set forth in Appendix A entitled "Road and Bridge Employees Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement, effective January 1, 2025, except as otherwise indicated in this Article.

The Employer agrees to comply with cost of living increase on the basis of $.02 per hour for each point of cost of living increase on all items of all cities on a quarterly basis (CPI-W). The increase shall be computed with respect to the Consumer Price Index. Such increase in cost of living shall be automatically implemented and enrolled in the employee's base rate. This clause shall not be in effect during the duration of this contract. Thereafter the clause will be automatically reinstated. The first cost of living adjustment will be applied using the same quarterly months and corresponding to the current CPI-W figures and dates for any adjustment as in the past.

Cost of living shall be frozen for the contract years 2025, 2026, 2027.

18.1.2 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.

18.1.3 All regular Road and Bridge personnel shall be subject to classified rates of pay for service worked in the following manner:

i. Whenever an employee starts work in a higher paying class, and during the day drops to a lower class, the high rate shall apply for that day.

ii. Whenever an employee starts work in the minimum class and subsequently moves into a higher class, the employee shall receive the minimum class rate only for those hours worked in the minimum class and shall receive the higher class rate from the time of day the employee started the higher class.

iii. This policy shall continue in effect on a daily basis except when an employee is promoted to a full-time regular position through the posting procedures hereby agreed to.

Section 18.2 Computing Regular Wages and Overtime for All Hourly Employees:

18.2.1 The pay period shall be a period of two consecutive calendar weeks commencing at 12:01 a.m. Sunday of the first day of such pay period and ending at 11:59 p.m. on Saturday of said two-week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday.

18.2.2 There shall also be 26 paydays in each calendar year, and there shall be a payday on the second Friday following the end of each pay period.

18.2.3 Employees in this bargaining unit shall receive the following increases:

- Effective: 01/01/2025 a 9% increase;
- Effective: 01/01/2026 a 3.5% increase and a drop step of 3.5%; and
- Effective: 01/01/2027 a 3.5% increase and a drop step of 3.5%.

Definition of Drop Step: Drop existing first step and add new top step for each classification in the bargaining unit. All employees

shall drop back one step and advance back forward on their hire date anniversary.

Section 18.3 Administrative Requirements:

18.3.1 Changes in employment status: Changes in employment status of regular Road and Bridge employees affecting pay or fringe benefits shall be submitted to Human Resources in writing by respective department heads 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 completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

18.3.2 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 Payroll 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.

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

18.3.4 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.

Section 18.4 Promotions, Demotions and Comparable Worth Adjustments:

18.4.1 Promotions, including increases pursuant to comparable worth. In the event an employee is promoted to a new position or the employee's position is upgraded pursuant to comparable worth or the employee is temporarily transferred to a higher ranked position, the employee shall

be placed at the appropriate new grade for the position and at the same step the employee held in the prior grade.

18.4.2 Demotions resulting from reductions pursuant to comparable worth. In the event an employee's position is reduced in grade pursuant to comparable worth, the employee shall be placed at the appropriate new grade for the position but without reduction in pay. The employee would receive increases unless at range top in the new range. If above range top the employee would be frozen until the range top was equal to or below the pay being received. Normal range movement would follow thereafter.

18.4.3 Disciplinary, probationary and voluntary demotions. Disciplinary, probationary (the failure to successfully complete the probationary period) and voluntary demotions shall be treated the same as the inverse of a promotion. The employee's placement in the lower grade shall not be higher than the placement for which the employee would have been eligible if originally hired in the demoted grade.

Section 18.5 Previous Work Experience or Education:

New employees who are considered so qualified by education or previous work experience may, with the recommendation of the Department Head and approval by the County Administrator, be started in a higher step than the first step of the pay grade but in no event higher than Step 3.

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

ARTICLE 19. SAVINGS CLAUSE

Section 19.1 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 20. COUNTY WIDE SENIORITY LIST FOR ROAD AND BRIDGE EMPLOYEES

Section 20.1 See Appendix D.

ARTICLE 21. DRUG AND ALCOHOL TESTING POLICY

The provisions of the Itasca County Safety-Sensitive Drug and Alcohol 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.

Section 21.1 DRUG AND ALCOHOL RANDOM TESTING:

NOTE: Failure to Test – Failure to test will be treated as a positive test and will be subject to disciplinary action up to and including termination.

21.1.1 First Offense-Alcohol .02-<.04
Immediate 1-day suspension without pay. Return to duty 24 hours after positive test assuming follow-up test is negative.

21.1.2 First Offense-Alcohol .04 or Greater/Drug Violation
2-day suspension without pay. Individual must meet with substance abuse professional (SAP) within 5 days of positive test. Following suspension without pay, days 3, 4, and 5 may be taken as vacation/sick leave/or compensatory time.

Following evaluation, a return to duty test will be completed if approved by the SAP. Any mandatory in-patient treatment required by the SAP shall be regarded as sick leave. Out-patient treatment during normal working hours shall be regarded as sick leave.

Return to work: If the SAP allows a return to duty in a non-safety sensitive position, employees will be required to report for duty to a job class 3 position. Employees shall not be eligible for overtime when working job class 3 combined with out-patient treatment.

Refusing treatment, failure to complete treatment, failing mandatory return to duty test, and/or failure to report for duty will result in termination.

21.1.3 Second Offense Alcohol .02- <.04

3-day suspension without pay. Mandatory SAP evaluation. Must meet with SAP within 5 days. Following suspension without pay, days 4 and 5 may be taken as vacation/sick leave/compensatory time.

Employees that have a second offense alcohol violation of .02-<.04 after 5 years from the date of the first offense will receive only a 1-day suspension provided they meet with a SAP and follow any recommended treatment program.

Following evaluation, a return to duty test will be completed if approved by the SAP. Mandatory in-patient treatment required by the SAP shall be regarded as sick leave. Out-patient treatment during normal working hours shall be regarded as sick leave.

Return to work: If the SAP allows a return to duty in a non-safety sensitive position, employees will be required to report for duty to a job class 3 position. Employees shall not be eligible for overtime when working job class 3 combined with out-patient treatment.

Refusing treatment, failure to complete treatment, failing mandatory return to duty test, and/or failure to report for duty will result in termination.

21.1.4 Second Offense Alcohol .04 or greater Drug Violation

- 0-36 months-termination

- +36 months-suspension without pay 5 days. Mandatory SAP evaluation within 5 days.

Following evaluation, a return to duty test will be completed if approved by the SAP. Any mandatory in-patient treatment required by the SAP shall be regarded as sick leave. Out-patient treatment during normal working hours shall be regarded as sick leave.

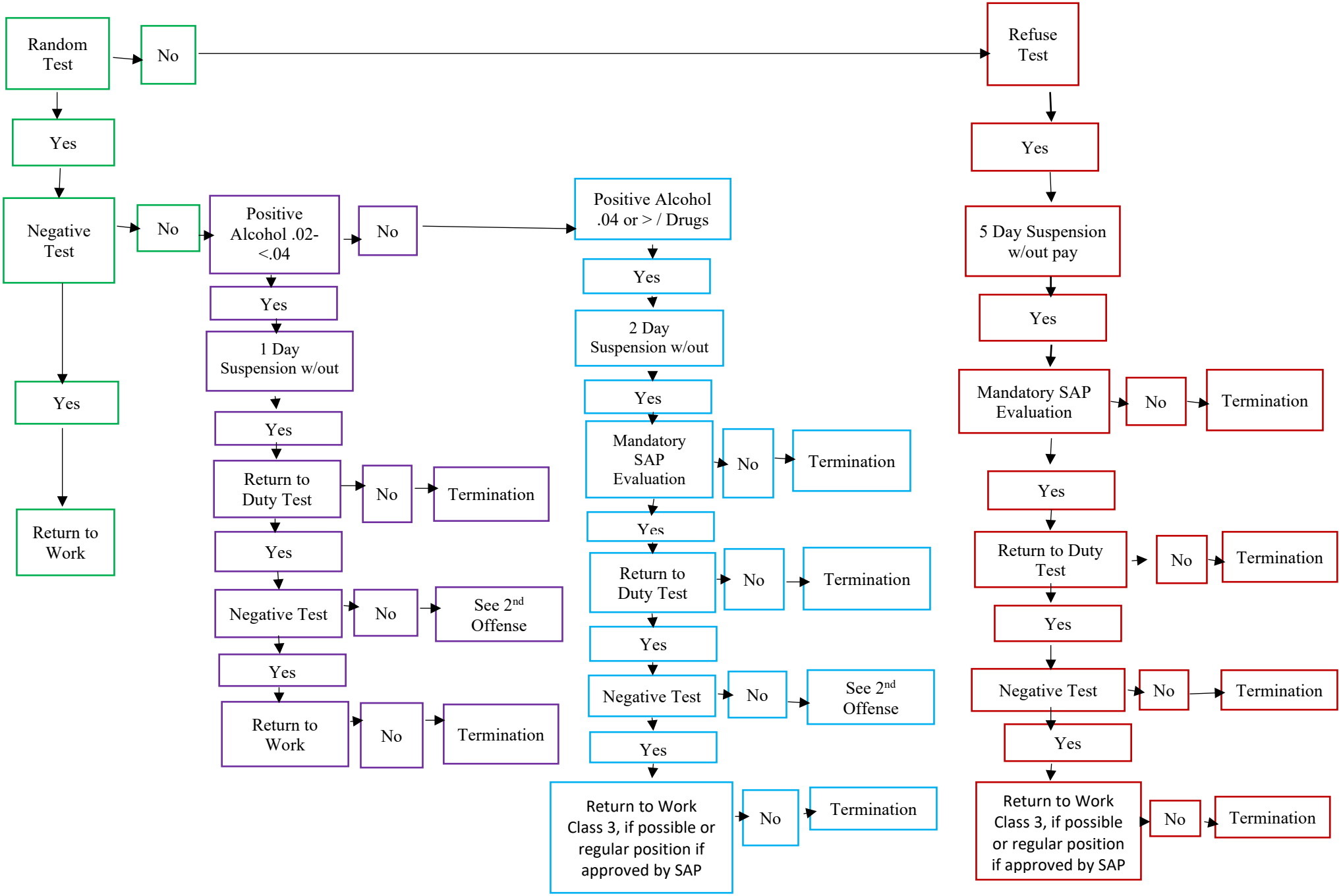
Return to work: If the SAP allows a return to duty in a non-safety sensitive position, employees will be required to report for duty to a job class 3 position. Employees shall not be eligible for overtime when working job class 3 combined with out-patient treatment.

Refusing treatment, failure to complete treatment, failing mandatory return to duty test, and/or failure to report for duty will result in termination.

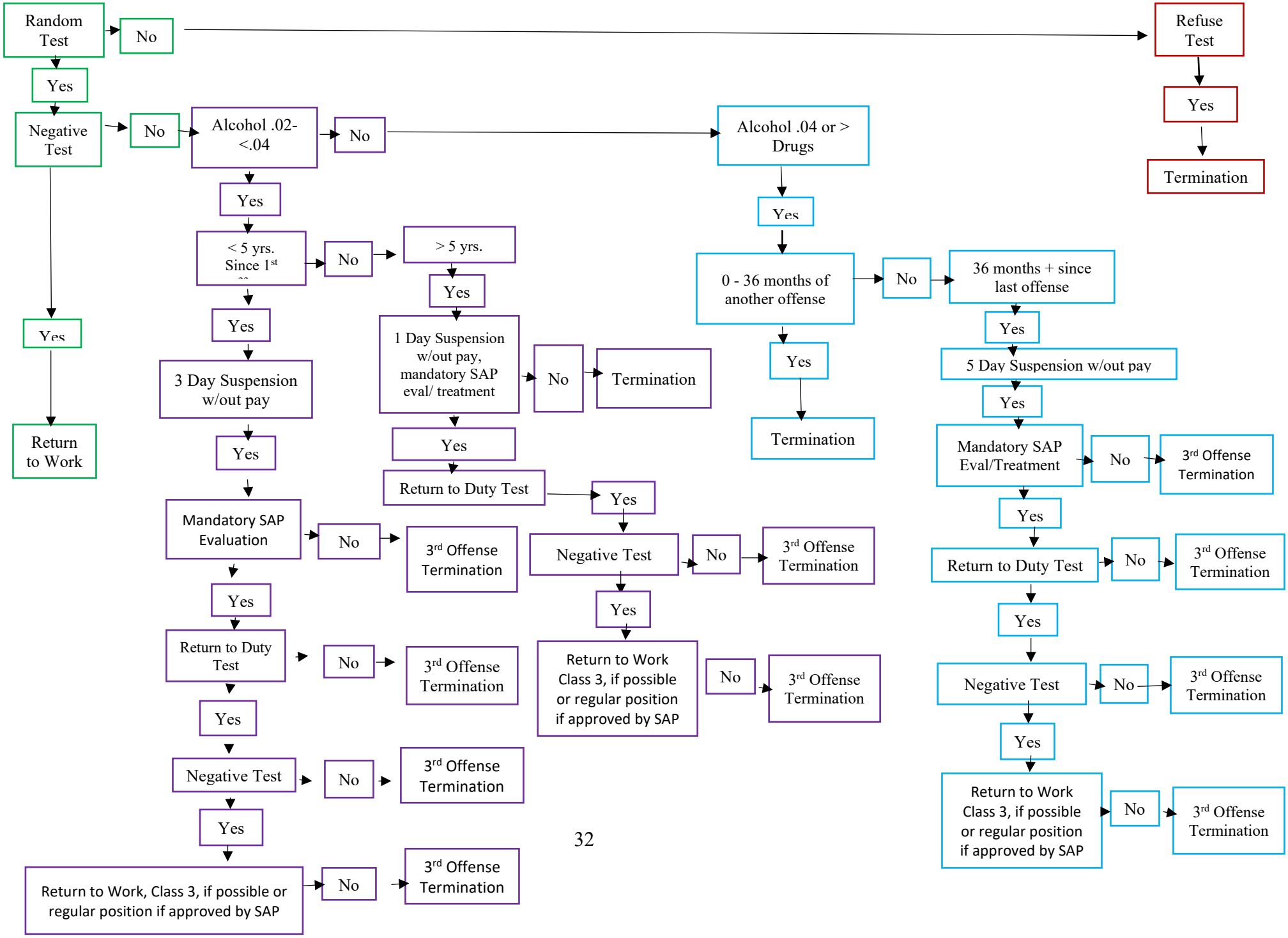
21.1.5 Third Offense Alcohol .02-<.04 /Alcohol .04 or greater or Drug Violation
Immediate Termination

21.1.6 **GENERAL NOTE:** In the event that combined violations occur (i.e. Alcohol .02-<.04 and Alcohol .04 or greater or Drug Violation) during a 3-year period, the disciplinary path will be based on the next highest level of progressive discipline.

DRUG AND ALCOHOL RANDOM TESTING
FIRST OFFENSE



DRUG AND ALCOHOL RANDOM TESTING
SECOND OFFENSE



ARTICLE 22. DURATION OF AGREEMENT

This Agreement will be in effect from January 1, 2025, through December 31, 2027. 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, the parties have caused this Agreement to be executed this _____ day of _____, 2025.

COUNTY OF ITASCA

_____
Casey Venema
County Board Chair

_____
Brett Skyles
County Administrator

Dated: _____

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1452

_____
Leann Stoll
Council Labor Representative

_____
AFSCME Council 65
Business Representative

Dated: _____

APPENDIX A – PAY PLANS

APPENDIX A									
01/01/2025 1452 ANNUAL PAY PLAN				9.00%	on 2024 base				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$22.90	$23.74	$24.59	$25.47	$26.27	$27.20	$28.13	$29.14	GRADE 3
GRADE 4	$23.53	$24.36	$25.26	$26.16	$27.00	$27.94	$28.94	$29.91	GRADE 4
GRADE 5	$24.11	$25.02	$25.97	$26.89	$27.74	$28.70	$29.71	$30.78	GRADE 5
GRADE 6	$24.81	$25.70	$26.67	$27.61	$28.49	$29.55	$30.50	$31.57	GRADE 6
GRADE 7	$25.48	$26.40	$27.37	$28.39	$29.27	$30.32	$31.39	$32.49	GRADE 7
GRADE 8	$26.19	$27.13	$28.13	$29.15	$30.12	$31.22	$32.21	$33.32	GRADE 8
GRADE 9	$26.89	$27.87	$28.95	$30.00	$30.93	$32.01	$33.16	$34.29	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									
APPENDIX A									
01/01/2025 1452 ANNUAL PAY PLAN				9.00%	on 2024 base				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$47,632.00	$49,379.20	$51,147.20	$52,977.60	$54,641.60	$56,576.00	$58,510.40	$60,611.20	GRADE 3
GRADE 4	$48,942.40	$50,668.80	$52,540.80	$54,412.80	$56,160.00	$58,115.20	$60,195.20	$62,212.80	GRADE 4
GRADE 5	$50,148.80	$52,041.60	$54,017.60	$55,931.20	$57,699.20	$59,696.00	$61,796.80	$64,022.40	GRADE 5
GRADE 6	$51,604.80	$53,456.00	$55,473.60	$57,428.80	$59,259.20	$61,464.00	$63,440.00	$65,665.60	GRADE 6
GRADE 7	$52,998.40	$54,912.00	$56,929.60	$59,051.20	$60,881.60	$63,065.60	$65,291.20	$67,579.20	GRADE 7
GRADE 8	$54,475.20	$56,430.40	$58,510.40	$60,632.00	$62,649.60	$64,937.60	$66,996.80	$69,305.60	GRADE 8
GRADE 9	$55,931.20	$57,969.60	$60,216.00	$62,400.00	$64,334.40	$66,580.80	$68,972.80	$71,323.20	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									
These pay rates reflect an additional 6% market increase on January 1, 2025.									

APPENDIX A

01/01/2026 1452 ANNUAL PAY PLA 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$24.57	$25.45	$26.36	$27.19	$28.15	$29.11	$30.16	$31.22	**GRADE 3**
GRADE 4	$25.21	$26.14	$27.08	$27.95	$28.92	$29.95	$30.96	$32.04	**GRADE 4**
GRADE 5	$25.90	$26.88	$27.83	$28.71	$29.70	$30.75	$31.86	$32.98	**GRADE 5**
GRADE 6	$26.60	$27.60	$28.58	$29.49	$30.58	$31.57	$32.67	$33.81	**GRADE 6**
GRADE 7	$27.32	$28.33	$29.38	$30.29	$31.38	$32.49	$33.63	$34.81	**GRADE 7**
GRADE 8	$28.08	$29.11	$30.17	$31.17	$32.31	$33.34	$34.49	$35.70	**GRADE 8**
GRADE 9	$28.85	$29.96	$31.05	$32.01	$33.13	$34.32	$35.49	$36.73	**GRADE 9**

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

APPENDIX A

01/01/2026 1452 ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$51,105.60	$52,936.00	$54,828.80	$56,555.20	$58,552.00	$60,548.80	$62,732.80	$64,937.60	**GRADE 3**
GRADE 4	$52,436.80	$54,371.20	$56,326.40	$58,136.00	$60,153.60	$62,296.00	$64,396.80	$66,643.20	**GRADE 4**
GRADE 5	$53,872.00	$55,910.40	$57,886.40	$59,716.80	$61,776.00	$63,960.00	$66,268.80	$68,598.40	**GRADE 5**
GRADE 6	$55,328.00	$57,408.00	$59,446.40	$61,339.20	$63,606.40	$65,665.60	$67,953.60	$70,324.80	**GRADE 6**
GRADE 7	$56,825.60	$58,926.40	$61,110.40	$63,003.20	$65,270.40	$67,579.20	$69,950.40	$72,404.80	**GRADE 7**
GRADE 8	$58,406.40	$60,548.80	$62,753.60	$64,833.60	$67,204.80	$69,347.20	$71,739.20	$74,256.00	**GRADE 8**
GRADE 9	$60,008.00	$62,316.80	$64,584.00	$66,580.80	$68,910.40	$71,385.60	$73,819.20	$76,398.40	**GRADE 9**

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

APPENDIX A

01/01/2027 1452 ANNUAL PAY PLA 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$26.34	$27.28	$28.14	$29.14	$30.13	$31.22	$32.31	$33.44	**GRADE 3**
GRADE 4	$27.05	$28.03	$28.93	$29.93	$31.00	$32.04	$33.16	$34.32	**GRADE 4**
GRADE 5	$27.82	$28.80	$29.71	$30.74	$31.83	$32.98	$34.13	$35.32	**GRADE 5**
GRADE 6	$28.57	$29.58	$30.52	$31.65	$32.67	$33.81	$34.99	$36.21	**GRADE 6**
GRADE 7	$29.32	$30.41	$31.35	$32.48	$33.63	$34.81	$36.03	$37.29	**GRADE 7**
GRADE 8	$30.13	$31.23	$32.26	$33.44	$34.51	$35.70	$36.95	$38.24	**GRADE 8**
GRADE 9	$31.01	$32.14	$33.13	$34.29	$35.52	$36.73	$38.02	$39.35	**GRADE 9**

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

APPENDIX A

01/01/2027 1452 ANNUAL PAY PLAN 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$54,787.20	$56,742.40	$58,531.20	$60,611.20	$62,670.40	$64,937.60	$67,204.80	$69,555.20	**GRADE 3**
GRADE 4	$56,264.00	$58,302.40	$60,174.40	$62,254.40	$64,480.00	$66,643.20	$68,972.80	$71,385.60	**GRADE 4**
GRADE 5	$57,865.60	$59,904.00	$61,796.80	$63,939.20	$66,206.40	$68,598.40	$70,990.40	$73,465.60	**GRADE 5**
GRADE 6	$59,425.60	$61,526.40	$63,481.60	$65,832.00	$67,953.60	$70,324.80	$72,779.20	$75,316.80	**GRADE 6**
GRADE 7	$60,985.60	$63,252.80	$65,208.00	$67,558.40	$69,950.40	$72,404.80	$74,942.40	$77,563.20	**GRADE 7**
GRADE 8	$62,670.40	$64,958.40	$67,100.80	$69,555.20	$71,780.80	$74,256.00	$76,856.00	$79,539.20	**GRADE 8**
GRADE 9	$64,500.80	$66,851.20	$68,910.40	$71,323.20	$73,881.60	$76,398.40	$79,081.60	$81,848.00	**GRADE 9**

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

APPENDIX B – LANGUAGE INTERPRETATION

The Employer and the Union agree on the following points interpreting the Agreement:

1. The County may eliminate an allocated slot for a permanent job classification when it is determined that the slot is not necessary.

2. The County may eliminate the slot and an incumbent employee may utilize seniority to bump a less senior employee.

3. When an employee bumps into a lesser classification he/she will receive the pay for the lesser classification.

4. An employee may utilize his/her seniority to bump a less senior employee in other districts or lesser classifications including seasonal or temporary.

5. The County cannot continue to perform the work of the eliminated position by utilizing other under-classified employees.

6. The County can determine the number of districts.

7. In the event of a reduction in force or the elimination of a position, Article 10, Section 10.4 is applicable. Casual or part-time employees shall not be utilized while a bargaining unit employee voluntarily chooses not to exercise his/her seniority to bump a casual or part-time position.

APPENDIX C – TOOL ALLOWANCE

TOOL ALLOWANCE

1. Each designated employee, at his or her expense, shall provide, maintain, contain, insure, and make safe against loss or damage all tools which, in the exclusive judgment of the County's Equipment Maintenance Coordinator are required to perform said designated employee's job, with the exception of "county provided tools". Designated employees shall be held accountable for having on hand, at all times, the necessary tools, other than "county provided tools", to perform all work assigned. Each designated employee shall hold the employer harmless for loss or damage to the employee's tools arising from any of the following causes: loss, theft, misappropriation by third party or any other cause resulting from carelessness or omission by the designated employee. The County shall have no duty to pay for, repair, or replace any of the designated employees' tools. The County shall have no duty to obtain a policy of insurance to insure the designated employees' tools against loss or damage arising from any cause or omission. The choice to procure or forego the purchase of insurance covering his or her tools rests exclusively with the designated employee.

2. "County provided tools" are tools which, by their nature, cost of infrequency of utilization are desirable to be possessed and owned by the County and which, by way of example, include the tools listed in Exhibit #1. The determination of whether a tool qualifies as a "county provided tool" rests in the exclusive judgment of the County's Equipment Maintenance Coordinator and which determination is final.

3. The employer shall provide a tool allowance to each designated employee in an amount not to exceed 4 percent of Job Class 8, Step 8. The calculation for the tool allowance shall be based upon straight time only.

4. The tool allowance shall be paid on a pro-rata basis for those designated employees working for part of the year. The pro-rated allowance shall be calculated as follows: number of straight time hours worked divided by 2080 hours.

5. A. To obtain reimbursement, the designated employee shall:

    1. Obtain vendor receipts for the purchase of tools the employee is required to provide pursuant to Paragraph 1 of this addendum. Only those vendor receipts for tools the employee is required to provide pursuant to this addendum shall be considered valid receipts.

    2. Within 120 days of purchase, complete, sign, and submit a "tool allowance claim form" together with the original vendor receipts to the County Equipment Maintenance Coordinator.

3. Create and maintain appropriate records such as an account book, diary, or similar record documenting the purchase at or near in time to the purchase.

B. Employee claims shall not exceed the tool allowance limit set forth in Paragraphs 3 & 4. In the event of over payment, the designated employee shall return the amount over paid within 30 days after being notified of the over payment.

6 A. Laws and regulations of the United States Internal Revenue Department, as amended, shall govern the issue of whether the tool allowance is considered "income" or an 'expense allowance".

B. Pursuant to regulations in effect on the date this addendum takes effect, the tool allowance shall be deemed an "expense allowance" not subject to withholdings for income tax, social security and Medicare for those designated employees who comply with Paragraphs 5A and 5B of this addendum.

7. For purposes of PERA, the tool allowance shall be deemed a reimbursement of expenses and not salary.

8. For purposes of the Tool Policy "designated employees" shall be limited solely to full time employees who are appointed to hold a permanent job posting of mechanic, mechanic-machinist or mechanic-welder employed in the County's Transportation Department.

Exhibit #1 TOOL ALLOWANCE COUNTY PROVIDED TOOLS:

Hydraulic Test Equipment
Air Conditional Reclaim Charger
Battery Chargers
Hydraulic Life Jacks
Jack Stands
¾" and greater Impact Wrenches
Taps and Dies
Drill Bits
Electric Power Tools All Hand Drills greater than ½" in size
End Wrenches greater than 2" in size
Sockets greater than 2" in size
Torque Wrenches greater than ½" driver
Engine Specific Tools (certain engines may call for certain tools)
Manufacturer Specific Tools
Pullers
Porta Power
Electronic Diagnostic and Programming Equipment
Specialty Tools to be authorized by Highway Maintenance Supervisor

TOOL ALLOWANCE CLAIM FORM

FIRST NAME MI LAST NAME FUND DEPT. ACCT.

_____ __ _____ _____

EMPLOYEE'S POSITION EMPLOYEE'S PRINCIPAL WORKSITE

_____ _____

Date of Purchase	Tool Description	Vendor	Amount Paid

By my signature below, I certify:

1. I am appointed to hold a permanent job posting of mechanic, mechanic-machinist or mechanic-welder in the County's Transportation Department.
2. I purchased the above described tools on the dates and for the amounts specified in this claim.
3. Said tools are necessary to enable me to perform work assigned to me.
4. The original vendor receipts for the above described tools are attached.
5. This claim is just and correct, and no part of it has been paid.
6. All of the information set forth in this claim form is true and correct.

Dated:_____ _____
Designated Employee:

Approved: Based on knowledge of the necessity for the above described tools, and on the basis of compliance with the provisions of the department's tool allowance policy.

Dated:_____ _____
Itasca County Equipment Maintenance Coordinator

APPENDIX D – SENIORITY LIST

(insert Local 1452 Seniority List here; to get from Human Resources)

APPENDIX E – RETIREE LANGUAGE

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

APPENDIX F – AGREE TO FORM COMMITTEE

Either party may request to open the contract to negotiate language for the specific purpose of addressing the issue of an employee losing a CDL as it relates to the County's Federal Drug and Alcohol Testing Program—Action Plan for Disqualified Drivers. The Employer representatives on the Committee to be named by the County Board.

APPENDIX G – FULL TIME APPOINTMENTS – SUBFOREMAN AND LEAD WORKERS

FULL TIME APPOINTMENTS—SUBFOREMAN AND LEAD WORKERS

Management has the authority to determine the necessity to appoint Lead Workers. For the appointment of a sub foreman, seniority shall be used to break ties between equally qualified candidates.

Any contract language regarding "Sub Foreman" i.e. Article 10.6 also applies to "Lead Workers" in that both terms describe appointed responsibilities over and above those base responsibilities common to each regular position description.

Full time Lead Worker and Sub foreman appointments will be made by the County Engineer or designated representative.

Lead Workers will be assigned for each of the following Garages:

District 1- Deer River/Max
District 2- Bigfork, Balsam, and Togo
District 3- Nashwauk and Swan River
District 4- Arbo, and Robert Frick and Central Purchasing

One of these assigned Lead Workers from each Garage will be further assigned as Sub foreman to assume the responsibility of those Highway Maintenance Supervisor in their absence.

TEMPORARY APPOINTMENTS

A. Authorized emergency call outs for other than normal working hours will be considered as a Lead Worker assignment for first employee dispatched and will be paid accordingly.

B. Specific preplanned work i.e. mowing or grading during other than normal working hours shall be at applicable rate for that operation and not at the Lead Worker rate. In such case, the employee so assigned is responsible for securing of facilities when county maintenance personnel are not present.

C. Temporary Lead Workers will be assigned for any approved absence of the regularly assigned Lead Worker of one full working day or more. Regularly assigned Lead Worker shall notify applicable Highway Maintenance

Supervisor of such planned absences to allow Highway Maintenance Supervisor to make temporary Lead Worker assignment.

D. In the event that the Highway Maintenance Supervisor determines that a regularly assigned Sub foreman/Lead Worker is not available to direct operations of a specific maintenance project, that Highway Maintenance Supervisor may appoint an additional Lead Worker for that project with the approval of the County Engineer. The County Engineer will assure uniformity in making these special project appointments.

E. To eliminate the current need to manually track compensatory time earned and taken at several pay grades for each employee, all authorized out of class work, including temporarily assigned Lead Workers, such shall be paid directly at rate earned, or will be banked at the employee's posted paygrade.

APPENDIX H – MEMORANDUMS OF UNDERSTANDING (MOUs) and LETTERS OF AGREEMENT (LOAs)

LETTER OF AGREEMENT

BETWEEN THE COUNTY OF ITASCA AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION #1452

(Sub-foreman Assignment)

The purpose of the Letter of Agreement (hereinafter referred to as the Agreement) between the County of Itasca (hereinafter referred to as the County or the Employer) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local #1452 (hereinafter referred to as ASFCME or the Union) is to establish terms for the County to develop, implement and monitor a trial program of assigning sub-foreman duties to a designated Highway Maintenance Worker. The County and Union will collectively be referred to as the parties.

In order to implement the County's planned Sub-foreman assignment, the parties agree as follows:

1. The County will recognize the Highway Maintenance Worker assigned sub-foreman duties as a member of the bargaining unit through the period of time covered by this Letter of Agreement. The individual(s) so assigned will continue to accrue seniority in Article 10 as though they were a Highway Maintenance Worker for the duration of the assignment.

2. The compensation of the assignment will be rated at the grade of a sub-foreman.

3. The individual assigned to perform sub-foreman duties in this trial program will be determined through an application process.

    a. The assignment will be open to current Highway Maintenance Workers who do not have in their personnel file a written reprimand, suspension or demotion that stems from an incident dated within the last 12 months and who have not received a rating of less than solid contributor in any performance rating criteria for the last 12 months prior to selection for the assignment.

b. Eligible Highway Maintenance Workers will be permitted to express their interest in the assignment.
c. The County Engineer will have authority and discretion to appoint provided that first consideration is given to seniority and qualifications for the job.
d. The County Engineer will have authority and discretion to remove any individual from the assignment who fails to perform the duties of sub-foreman after the employee is given notice and has repeatedly failed in their efforts to make satisfactory improvement, is issued a written reprimand, suspension or demotion or repeatedly receives a performance review rating of less than solid contributor in any rating criteria.
e. The assigned individual will have the ability to discontinue the assignment by notifying the County Engineer if they are no longer interested.
f. The Union may file a grievance related to whether first consideration was based on seniority in the assignment or related to the disqualification or removal of any sub-foreman but said grievances may not proceed beyond Article 13 – Step 3 decisions by the County Board or its designee
g. In no instance may a class action grievance related to the assignment be submitted.

4. In the absence of a Highway Maintenance Supervisor and sub-foreman for one (1) or more days, the most senior HMW shall assume the duties of sub-foreman and be paid at the grade for a sub-foreman for all hours absent the sub-foreman.

5. This Letter of Agreement will take effect on January 1, 2025.

6. This trial program is intended to allow the County the opportunity to determine whether such an assignment operates in the best interests of the County's efficient operation. The parties agree that this trial program pursuant to this Agreement may be discontinued unilaterally by either the County or the Union providing at least thirty (30) calendar days' notice to the opposing party. In addition, this Agreement will automatically expire on December 31, 2027 unless specifically extended in writing signed by both parties.

7. This Agreement will not operate as a waiver of any County or Union rights, operate as a binding past practice or operate as contract interpretation for any existing provision of the collective bargaining agreement. Upon expiration of the Agreement the County and Union will revert to their full rights that existed prior to entering into this Agreement. This Agreement may be entered into evidence only in support of a claim of breach of this agreement. This Agreement may not be entered into evidence in any arbitration or hearing in support of a waiver of rights claim, to support a past practice claim or as an aid for purposes of contract interpretation for any existing provision of the collective bargaining agreement.

8. All current sub-foreman and lead workers will remain in their assignments until they vacate that assignment or until they receive repeated unsatisfactory performance review ratings or receive disciplinary action of a written reprimand, suspension or demotion. Any shops that are currently rotating lead worker assignments will identify the most senior of the lead workers in rotation as the shop lead worker.

ITASCA COUNTY
-and-
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
Council 65 LOCAL UNION #1452

Memorandum of Understanding

Use of Previously Accrued Compensatory Time

This Memorandum of Understanding is entered into between Itasca County (hereafter "County") and AFSCME Council 65, Local 1452 (hereafter "Union").

What follows clarifies AFSCME Local 1452 Road & Bridge Bargaining Unit employee eligibility for use of previously accrued compensatory time on days they are called in early or to return to work outside of their normally scheduled shift or hours.

WHEREAS, the County and the Union are parties to a collective bargaining agreement effective January 1, 2025, to December 31, 2027.

WHEREAS Article 6 of the collective bargaining agreement addresses Hours of Work. Section 6.2 states, "In no case will compensatory time earned, and compensatory time taken occur in the same day."

WHEREAS AFSCME Local 1452 Road & Bridge Bargaining Unit employees have scheduled use of their previously accrued compensatory time on a day they are subsequently called in early or called back after their scheduled shift or hours. In these instances, an employee may elect compensatory time in lieu of overtime payment or using accrued vacation time.

WHEREAS "scheduled" shall mean a time off request submitted through the County's timekeeping system Kronos and approved by their supervisor. Scheduled does not mean through verbal conversation, an email, or text message to ensure accurate record keeping and prevent confusion between employees and their supervisors.

NOW, THEREFORE, in recognition of the above, the County and the Union, have agreed as follows:

- For the duration of the term of the current collective bargaining agreement (December 31, 2027), the County will allow employees the ability to use

previously accrued and **scheduled** compensatory time off and earn compensatory time on the same day, when employees are called in early or to return to work outside of their normally scheduled shift or hours.

EXAMPLE: On Tuesday an employee requests and is approved 4 hours off Friday afternoon utilizing their previously earned and accrued compensatory time. A storm occurs Friday resulting in the employee being called in either early in the AM hours prior to the scheduled shift or called back in the late PM hours.

- In no instance shall an employee be allowed to use compensatory time **earned** on the same day.

EXAMPLE: On Tuesday an employee comes in early to snowplow, and the day's activities are such that an employee is able to take an hour off at the end of that day. Since this was not previously **scheduled,** the employee must take that time off as vacation time if they choose to take the overtime as compensatory time. Alternatively, the employee can take the overtime in pay and use comp time for the hour off.

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Itasca County
Minnesota

and

Council 65
AFSCME
Minnesota, South Dakota, North Dakota

REPRESENTING

EMPLOYEES OF LOCAL UNION #1452
(ROAD AND BRIDGE UNIT)

January 1, 2025 – December 31, 2027

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT 1
ARTICLE 2. DEFINITION OF EMPLOYEES AND EMPLOYER 1
ARTICLE 3. RECOGNITION 2
ARTICLE 4. RESPONSIBILITIES OF PARTIES 2
ARTICLE 5. CHECKOFF OF UNION DUES 3
ARTICLE 6. HOURS OF WORK 4
ARTICLE 7. HOLIDAY PROVISIONS 5
ARTICLE 8. VACATIONS 6
ARTICLE 9. SICK LEAVE 8
ARTICLE 10. SENIORITY 11
ARTICLE 11. PHYSICAL EXAMINATIONS 13
ARTICLE 12. SUSPENSIONS AND DISCHARGES 13
ARTICLE 13. GRIEVANCE PROCEDURE 14
ARTICLE 14. TIME OFF FOR UNION ACTIVITIES 16
ARTICLE 15. BULLETIN BOARD 16
ARTICLE 16. GENERAL PROVISIONS 16
ARTICLE 17. GROUP INSURANCE PROGRAM 17
ARTICLE 18. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS 24
ARTICLE 19. SAVINGS CLAUSE 27
ARTICLE 20. COUNTY WIDE SENIORITY LIST FOR ROAD AND BRIDGE EMPLOYEES 28
ARTICLE 21. DRUG AND ALCOHOL TESTING POLICY 28
ARTICLE 22. DURATION OF AGREEMENT 33
APPENDIX A – PAY PLANS 34
APPENDIX B – LANGUAGE INTERPRETATION 37
APPENDIX C – TOOL ALLOWANCE 38
APPENDIX D – SENIORITY LIST 41
APPENDIX E – RETIREE LANGUAGE 42
APPENDIX F – AGREE TO FORM COMMITTEE 43
APPENDIX G – FULL TIME APPOINTMENTS – SUBFOREMAN AND LEAD WORKERS 44
APPENDIX H – MEMORANDUMS OF UNDERSTANDING (MOUs) and LETTERS OF AGREEMENT (LOAs) 46

AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the Employer, and Local 1452 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE 1. PURPOSE OF AGREEMENT

Section 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.

Section 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. DEFINITION OF EMPLOYEES AND EMPLOYER

Section 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. In all cases, a regular employee's seniority and anniversary date (first day of employment) shall be subject to Article 18, Section 18.1.2.

Section 2.2 A Seasonal/Casual/Temporary employee shall mean an employee whose employment is not anticipated to exceed 1040 consecutive hours, and who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head.

Section 2.3 The County Board shall designate by resolution the total number of full-time employees that can be hired into any one job classification, and the total number of positions in any one department. In order to hire an additional employee to exceed the limit allowed by the Board, the Board must pass a new resolution stating that the total allowed in that classification is hereby changed from (example) two to three.

Section 2.4 After a regular position has been approved by the County Board as a position for the appropriate department, the posting procedure as set out in Article 10, Section 10.6, shall apply.

Section 2.5 The Employer is the Itasca County Board of Commissioners.

ARTICLE 3. RECOGNITION

Section 3.1 The Employer hereby recognizes Local 1452 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all the employees of Itasca County, Minnesota, in the unit composed of all regular full-time and part-time employees, excluding elected officials, appointed officials, employees of the Sheriff's Department, employees of the County Courthouse, and employees of Human Services, as per certification by the Bureau of Mediation Services, State of Minnesota.

Section 3.2 It has been agreed to that the policy of the Employer that during and for the duration of this Agreement, it will not enter into, establish or promulgate any Resolution, Agreement or Compact with or affecting such employees as are defined, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employee.

ARTICLE 4. RESPONSIBILITIES OF PARTIES

Section 4.1 Each of the parties of this Agreement thereby acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement, as per PELRA, Minnesota Statutes Chap. 179A as amended.

Section 4.2 The Employer, including its managers, supervisors and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section 4.3 The Union, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

Section 4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

4.4.1. 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.

4.4.2. There shall be no interference with the rights of employees to become or continue as members of the Union.

Section 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

Section 5.1 The Employer agrees to require the payroll department to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Union for Union dues or initiation fees, and/or other Union approved deductions established by the Union. Such deduction shall be made each month beginning with the month specified on the payroll deduction card. These deductions shall be transmitted to the financial secretary of the Union not later than the 10th of the following month along with a list of the employees from whom such pay deductions were made. The employee may terminate payroll deductions by giving 30 days written notice to the secretary of the local. The secretary shall notify the payroll department in writing within 5 days after receipt of such notice to stop deductions.

Section 5.2 The Employer may deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3, as amended.

Section 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.

Section 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, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 6. HOURS OF WORK

Section 6.1 The normal hours of work shall be 8 hours per day and 40 hours per week. The regular work day shall start at 7:00 a.m. and shall end at 3:30 p.m. 1/2 hour shall be allowed for a lunch period each day. The normal work days for the week shall be Monday through Friday.

Section 6.2 Overtime Hours: All hours worked in excess of the normal work week shall be compensated for at 1½ times the classified hourly rate of payAll hours worked in excess of the normal work week must be approved and authorized by the supervisor or department head. All paid holidays, vacation, sick leave, and all other paid time off, shall count as hours worked for the purpose of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Section 6.3 Employees of the Road and Bridge Department may be scheduled in excess of 8 hours per day and shall be compensated for all hours in excess of 40 in any given work week in accordance with Section 6.2 of this Article. The Employer agrees that it shall not reduce the number of work days per week as specified in Section 6.1 of this Article in the scheduling of employees to excess hours.

Section 6.4 If the needs of the service permit, all employees shall be allowed 2 15-minute rest breaks in each 8 hour shift at times designated by their immediate supervisor or department head.

Section 6.5 When a regular employee is required to report to work prior to the start of the regularly scheduled hours identified in 6.1 and 6.8 without being notified prior to 9:00 pm the previous day, the employee shall receive a minimum of 4 hours work or 4 hours pay in lieu thereof at the classified rate. Additionally, if an employee is called back to work after completing the regular work day or is called out for work on a regularly scheduled day off as identified in 6.1 and 6.8, the employee shall receive a minimum of 4 hours work or 4 hours pay in lieu thereof at the classified rate. Reporting to work early on a regularly scheduled workday will not be considered as a call out provided they are notified of that revised start time prior to 9:00 p.m. the previous day.

Section 6.6 Travel Time: When an employee is assigned to commence the regular scheduled work day at a site other than the employee's regular assigned headquarters, the employee shall receive 1 hour of travel time. Headquarters is defined as the county garage to which the employee is normally assigned.

Any employee assigned to work on a county-wide construction project shall receive 1 hour per day travel time.

Any employee who is eligible for above-described travel time, and who used a private vehicle for transportation to the site, shall be compensated for the cost per mile as authorized by the County Board.

Section 6.7 Compensatory time off in lieu of overtime is at the employee's option, and is selected at the employee's choice of overtime or comp time each pay period when the time card is submitted. A 140-hour maximum may be accumulated during the calendar year and is limited to a 120-hour maximum at years end (December 31). In the event of pay increase, compensatory hours will be rolled over at the new hourly rate.

Section 6.8 The alternative summer work schedule shall begin the Sunday of the last full week in April of each year and continues through the last full week of September on a county-wide basis with the hours of work to be 6 am until 4:30 pm.

ARTICLE 7. HOLIDAY PROVISIONS

Section 7.1 All regular employees shall receive the following paid holidays provided said employees perform work, are on vacation, are on sick leave, or are gone due to a death in the family or similar cause, in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday:

New Year's Day
Thanksgiving Day
Independence Day
Indigenous People's Day
One Floating Holiday
Martin Luther King Day
Good Friday
Christmas Eve Day
President's Day
Memorial Day
Juneteenth
Labor Day
Veterans Day
Christmas Day
Friday after Thanksgiving

Section 7.2 When the holidays listed in this Section fall on Sunday, the following day shall be a holiday. When the holidays listed in this Section fall on Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
June 19 - Juneteenth
July 4 - Independence Day
November 11 - Veterans 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.

Section 7.3 Regular employees who are required by the department head or employees' immediate supervisor to work on any of the above holidays shall be compensated at the rate of 1½ time for their work that day in addition to their regular holiday pay.

Section 7.4 When a paid holiday falls on an employee's scheduled day off or during the employee's vacation period, the employee shall receive an additional day of paid vacation providing said holiday falls on an employee's normal work day.

Section 7.5 Eligibility for Floating Holiday: Initial employment probationary status employees cannot take a 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.

Section 7.6 A holiday which falls during a work week when employees are scheduled to work ten-hour days shall be a paid holiday of ten hours.

ARTICLE 8. VACATIONS

Section 8.1 All regular employees shall receive vacation benefits with pay as follows:

Completed Years of Service	Rate of Accumulation of Vacation Hours Per Pay Period of Work	Number of Working Hours of Vacation Time Earned Per Yr
0-59 months	3.077	(10 days)
60-119 months	4.616	(15 days)
120-179 months	6.154	(20 days)
180+ months	7.693	(25 days)

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

Changes in the rate of accrual shall take effect as of the applicable anniversary date. 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.

Section 8.2 Regular employees who have accumulated 600 hours of sick leave shall be granted a bonus vacation and sick leave as follows:

8.2.1. A regular employee shall earn 3.693 hours sick leave per pay period, only if the beginning balance is less than 1,000 hours.

8.2.2. A regular employee shall earn 1.847 hours bonus vacation per pay period, only if the beginning balance is 600 hours or more, except any pay period in which an employee takes sick leave said employee cannot earn the 1.847 hours bonus vacation.

Section 8.3 Upon termination of employment for any cause, regular employees shall be paid for any accumulated vacation credit including pro-rata payments for periods of less than 1 year.

Section 8.4 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 employee will prevail in the selection of vacation time when agreement cannot be reached among the employees.

Section 8.5 The vacation time of a regular employee shall not be split except at the option of the employee.

Section 8.6 All employees who have used all of their accumulated sick leave hours shall at that time, if illness continues, be granted any vacation credits earned in that year.

Section 8.7 All regular part-time employees working less than full-time shall receive vacation benefits on a pro-rated basis.

Section 8.8. An employee who, during the prior calendar year, was assigned to one position but actually worked at least one-half of the time in a position in a higher grade, shall be credited for vacation during the current year at the hourly rate of the position in the higher grade. Eligibility for the higher vacation rate must be reestablished on a year-by-year basis.

ARTICLE 9. SICK LEAVE

Section 9.1 All regular employees shall earn sick leave at the rate of 3.693 hours for each pay period of service in which they have worked at least 40 hours and may accumulate unused sick leave to a maximum of 1,000 working hours.

Part-time regular employees shall accumulate sick leave credit on a pro-rata basis to be posted each pay period. Hours worked shall be divided by the total hours possible in the pay period to determine the percentage of time worked. Amount of sick leave credit earned shall be the percentage multiplied by 3.693 hours.

NOTE: For those employees who have 600 or more sick leave hours accumulated, see Article 8, Section 8.2, for calculation of bonus vacation earnings.

Section 9.2 New employees in regular positions shall accrue and may use sick leave during the probationary period.

Section 9.3 An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

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

Family member is defined as:

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

- Domestic partner or guardian

Section 9.4 The Human Resources Director may, at his/her discretion, require evidence of personal illness.

Section 9.5 Sick leave credit may be earned only while an employee is working at the employee's regular job or is on regular vacation. Legal holidays falling on working days shall be considered working days for such leave credit.

Section 9.6 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. When on 10-hour shifts, the employee may use paid vacation or comp time to supplement for the other 2 hours/day.

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

Each instance of bereavement time must be used within 365 days of a passing and bereavement may be split if burial is happening at a later date.

Section 9.7 Compensable Injury: If a regular employee of the Employer shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the County shall pay the difference between the compensation received by the employee and his/her regular monthly or hourly rate of pay, same to be deducted from said accrued vacation or sick leave benefit. The Employer will provide for the payments described in this section during the period of disability. It is understood that the additional payments made to the employee over and above that paid by the Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

Section 9.8 Sick Leave of Absence; Including Maternity Leaves: After an employee has used all accumulated sick leave, vacation and any available FMLA protected leave, the employee shall be granted a medical leave of absence without pay,

with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

Section 9.9 Upon termination of employment, an employee shall allocate as severance pay 70% of accumulated but unused sick leave from first date of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits, and shall be paid, at the employee's option, in 1 lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall apply the 30% balance to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

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 accrued sick leave shall be paid out to the surviving spouse or to the estate of the employee who passed away.

For employees hired after January 1, 2000, the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall be $20,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $20,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Section 9.10. Catastrophic Sick Leave Account or Vacation: Employees may voluntarily donate one or more vacation days to a sick leave pool to be used by employees within their union for hospitalization or major medical problems when they have exhausted their own accumulated earned leave. Contributions to the pool shall be recorded on the Electronic Timekeeping System. Employees may use a maximum of 30 days per occurrence from the pool, with the Executive Board of Local 1452 making the determination for allocation and usage based on IRS regulations.

ARTICLE 10. SENIORITY

Section 10.1 Seniority standing shall be granted to all employees who have attained regular employee status as defined in Article 2. Such standing is to be determined on the basis of total length of employment for the Employer. Seniority and anniversary date of employees attaining such regular employee status shall be the first day of employment. During the probationary period of 1040 consecutive hours or 6 months, as the case may be, employees may be discharged by the Employer without the same being considered a breach of this Agreement or constituting a grievance hereunder. All new employees and current employees offered a job classification change shall be on probation for a period of 6 months of time worked, excluding overtime. During the probationary period the supervisor must provide feedback to the employees regarding performance. An employee's probation may be extended only for non-performance related reasons for an additional period of 10 days, but not to exceed 3 months. When the employee successfully completes probation, a 1 step increase shall be granted.

Section 10.2 A regular employee shall lose seniority standing in the following situations:

a. Voluntary resignation;
b. discharge for just cause;
c. retirement;
d. failure to return to work after receiving notice of recall from layoff.

Section 10.3 Seniority standing for hourly-wage employees of the Road and Bridge Department shall be determined on a County-wide basis. Anniversary dates and beginning date of employment shall be determined in accordance with Article 18, Section 18.1.2. Whenever employees bid on or are assigned to construction projects away from their regular position, they shall retain the right to return to their regular positions upon the completion of the construction project.

Section 10.4 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 in any department, provided the employee has the necessary qualifications to perform the duties of the job involved. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs,

reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees 30 days in advance by certified mail, with a copy of same submitted to the Union. There shall be no placement of regularly employed employees by relief workers, nor shall a relief worker be placed in any classified position.

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

Section 10.5 Temporary transfers or vacancies may be filled by senior qualified employees. In the event such a vacancy has a higher rate of pay, the qualified employee filling such vacancy shall receive such a higher rate of pay when such an appointment is made.

Section 10.6 Notices of all vacancies and newly-created positions including designation of equipment and garage shall be posted, and employees shall have a minimum of 5 working days' time in which to apply. The senior employee in the department where the vacancy occurs or new position is created who applies shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job. The department head or other appropriate appointing authority shall determine whether the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right to appeal through the normal grievance procedure. Notice of vacancies or newly-created positions shall state the type of work, place of work, rate of pay, hours to be worked, and the job classification. The department head shall be allowed 90 working days to fill a regular vacancy that a regular employee has applied for.

Seniority lists shall be brought up to date on March 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.

Section 10.7 An unpaid leave of absence of up to 10 days shall be granted by the Department Head.

Section 10.8 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.

Section 10.9 In the event an employee of the Road and Bridge bargaining unit is assigned to a Highway Maintenance Supervisor position which is outside of the Local

1452 bargaining unit, said employee's earned seniority up to the date of assumption of the Highway Maintenance Supervisor's position shall be frozen and retained. In the event said employee returns to the Road and Bridge unit, the aforementioned frozen seniority time shall be the employee's new seniority tenure. An employee transferring to a Highway Maintenance Supervisor's position from the Road and Bridge bargaining unit shall have the right to bid on vacancies via the posting procedure of this contract, and only the employee's frozen seniority shall be applicable. Said seniority shall also apply in the event of a reduction of force or abolishment of a position. The employee's overall seniority from date of hire shall be applicable for the eligibility and amount of fringe benefits.

Section 10.10 For the appointment of a sub foreman, seniority shall be used to break ties between equally qualified candidates. The seniority provisions of Section 10.6 shall not apply to the appointment of a sub foreman.

ARTICLE 11. PHYSICAL EXAMINATIONS

Section 11.1 The Employer shall pay for a physical examination for all regular employees if such examinations are required by the Employer or by a State or Federal agency.

ARTICLE 12. SUSPENSIONS AND DISCHARGES

Section 12.1 An employee may be temporarily suspended for just cause. The employee and Union shall be notified of the reasons for the suspension in writing at the time of suspension. If the employee feels the suspension was without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within 21 calendar days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Section 12.2 An employee shall be discharged only for just cause. Discharges shall be subject to the grievance procedure.

Section 12.3 In the event a general layoff is contemplated, the Employer agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

ARTICLE 13. 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 decisions shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 14. TIME OFF FOR UNION ACTIVITIES

Section 14.1 Any employee elected by the Union to represent such Union at International, State or District meetings which requires absence from duty shall be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the Employer as follows:

Type of Meeting	No. of Delegates	Max. Time Allowed
International	2	9 calendar days
State Federation	2	7 calendar days
State Council 1	3	2 working days
District	3	1 working day

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the Employer.

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

ARTICLE 15. BULLETIN BOARD

Section 15.1 The Employer will erect and maintain a bulletin board of reasonable size to be placed in such locations as may be mutually agreed upon between the Union and the Employer, which bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

ARTICLE 16. GENERAL PROVISIONS

Section 16.1 All matters not covered by this Agreement shall be settled by negotiations between the Employer and the Union.

Section 16.2 Those employees covered by this contract who are also volunteer firefighters/rescue squad responders will be allowed to respond to fire calls, only if: the employee is available and it is a fire call for which a 2nd call has gone out or it is a structure fire. They would also be allowed to report late for a shift if they were already involved in an emergency for which their continued presence was deemed necessary. Absences would be limited to 20 hours per year. Unless the employee uses paid time off or compensatory time

for these hours, the employee will be unpaid. The County may require written verification from the Fire Chief.

Section 16.3 Any employee whose duties require eye protection under applicable OSHA regulations shall be eligible for a $100 per year allowance for reimbursement for the purchase of prescription safety glasses. If the allowance is not used during a calendar year $100 will be carried over to the following year and capped at $200 until used.

Section 16.4 Employees will be covered and eligible for Earned Sick and Safe Time as outlined in the County's Earned Sick and Safe Time Policy, established in compliance with MN State Statute.

Section 16.5 If a CDL driver loses their driver's license for a non-alcohol or drug-related reason, the County may place the individual in a downgraded class 3 position for a period of time not to exceed 60 days to give the employee the opportunity to regain their license. There will be a corresponding decrease in pay. Employees who fail to regain their license in this time, the employee will be terminated.

Section 16.6 The parties agree that the weather event provision in the statutory Earned Sick and Safe Time (ESST) Leave Law outlined in Minnesota Statute Section 181.9447, subdivision 1, clause (4) is waived as to its application for all positions in the bargaining unit holding a commercial driver's license.

ARTICLE 17. GROUP INSURANCE PROGRAM

Section 17.1 ELIGIBILITY - ACTIVE EMPLOYEES:

17.1.1 All regular county employees shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed. Employees shall be eligible for County paid life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed. They shall be eligible for dental insurance on the first day of the month following the date of employment, provided all necessary application forms have been completed and signed by the employee. Authorized sick leave, vacation time, compensatory time, any other paid time shall be counted as working time for such eligibility for dental insurance. Also, authorized sick leave, vacation time, and authorized leave of

absence of 30 days or less shall be counted as working time for such eligibility.

17.1.2 Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are eligible due to a qualified life event.

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

17.1.4 Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

17.1.5 Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

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

17.1.7 Employees who voluntarily terminate such employment without due notice to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to such

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

Section 17.2 TOTAL DISABILITY:

All regular employees who qualify for a total disability pension under the eligibility stipulations set by Minnesota Public Employees Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his/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.

Section 17.3 RETIRED EMPLOYEE

17.3.1 Definition: "retiree" or "to retire" means leaving Itasca County employment at a time when the employee has at least 10 years of service in Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County. The 10-year requirement will not apply to individuals employed by the County prior to March 1, 2025.

17.3.2 Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled or retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits.

Section 17.4 COVERAGE - GROUP LIFE INSURANCE:

17.4.1 ACTIVE EMPLOYEES: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000.00 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause.

17.4.2 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 will terminate upon the employee leaving employment.

Section 17.5 GROUP HOSPITAL AND MEDICAL INSURANCE: ACTIVE EMPLOYEES

17.5.1 Plan Options: The High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025), both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

17.5.2 Premium Contributions: The premium participation for said plans shall be 80% by the Employer and 20% by the employee. The 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.

17.5.3 Deductible Contributions: The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will be responsible for 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. 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 pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

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

Section 17.6 GROUP DENTAL INSURANCE: ACTIVE EMPLOYEES

17.6.1 Plan Option: The Employer will provide dental insurance under Delta Dental Plan of Minnesota, or its equivalent with maximum annual benefit of $1,500 per person. For new hired or rehired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or rehire date.

17.6.2 Premium Contributions: The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall be responsible for 20% of the dependents' cost of said insurance.

Section 17.7 FLEXIBLE SPENDING ACCOUNT:
The County may provide flexible spending account programs. Employees may elect to participate.

Section 17.8 GROUP HOSPITAL AND MEDICAL INSURANCE: RETIRED EMPLOYEES

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

17.8.2 Hospital and Medical Insurance – Retired Employees: Health insurance medical coverage provided for retirees shall be the Itasca County High Deductible Plan (Option 1) $2,100/$4,200 (in 2025) or the High Deductible Plan (Option 2) $4,125/$8,250 (in 2025) both

with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association) or its equivalent.

(Note: 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.)

17.8.3 Uncapped Retirees: For employees hired prior to January 1, 2000 in bargaining unit 1452, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year.

When an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance premiums takes a position in a different AFSCME bargaining unit, the employee will continue as a NOT capped employee in the new AFSCME bargaining unit.

17.8.4 Capped Retirees: For employees hired after January 1, 2000 in bargaining unit 1452, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance of 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by

the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

Local 1452: The maximum County payment for retirement group insurance premiums shall not exceed $20,000.

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

Section 17.9 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 3% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

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

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

17.10 INSURANCE ADVISORY COMMITTEE:

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

AFSCME Local 639	2 representatives
AFSCME Local 1626	2 representatives
AFSCME Local 1452	2 representatives
AFSCME Local 580	2 representatives
Itasca Co. Non-Contract Employees	1 representative
Itasca Co. Elected Officials/Dept. Heads.	1 representative

Itasca Co. Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca Co. Confidential Employees' Assoc.	1 representative
Itasca County Managers Association	1 representative
Itasca Co. Health and Human Services Supv. Assoc.	1 representative

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

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

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

ARTICLE 18. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

Section 18.1 Pay Plan:

18.1.1 The hourly pay rate set forth in Appendix A entitled "Road and Bridge Employees Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement, effective January 1, 2025, except as otherwise indicated in this Article.

The Employer agrees to comply with cost of living increase on the basis of $.02 per hour for each point of cost of living increase on all items of all cities on a quarterly basis (CPI-W). The increase shall be computed with respect to the Consumer Price Index. Such increase in cost of living shall be automatically implemented and enrolled in the employee's base rate. This clause shall not be in effect during the duration of this contract. Thereafter the clause will be automatically reinstated. The first cost of living adjustment will be applied using the same quarterly months and corresponding to the current CPI-W figures and dates for any adjustment as in the past.

Cost of living shall be frozen for the contract years 2025, 2026, 2027.

18.1.2 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.

18.1.3 All regular Road and Bridge personnel shall be subject to classified rates of pay for service worked in the following manner:

i. Whenever an employee starts work in a higher paying class, and during the day drops to a lower class, the high rate shall apply for that day.

ii. Whenever an employee starts work in the minimum class and subsequently moves into a higher class, the employee shall receive the minimum class rate only for those hours worked in the minimum class and shall receive the higher class rate from the time of day the employee started the higher class.

iii. This policy shall continue in effect on a daily basis except when an employee is promoted to a full-time regular position through the posting procedures hereby agreed to.

Section 18.2 Computing Regular Wages and Overtime for All Hourly Employees:

18.2.1 The pay period shall be a period of two consecutive calendar weeks commencing at 12:01 a.m. Sunday of the first day of such pay period and ending at 11:59 p.m. on Saturday of said two-week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday.

18.2.2 There shall also be 26 paydays in each calendar year, and there shall be a payday on the second Friday following the end of each pay period.

18.2.3 Employees in this bargaining unit shall receive the following increases:

- Effective: 01/01/2025 a 9% increase;
- Effective: 01/01/2026 a 3.5% increase and a drop step of 3.5%; and
- Effective: 01/01/2027 a 3.5% increase and a drop step of 3.5%.

Definition of Drop Step: Drop existing first step and add new top step for each classification in the bargaining unit. All employees

shall drop back one step and advance back forward on their hire date anniversary.

Section 18.3 Administrative Requirements:

18.3.1 Changes in employment status: Changes in employment status of regular Road and Bridge employees affecting pay or fringe benefits shall be submitted to Human Resources in writing by respective department heads 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 completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

18.3.2 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 Payroll 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.

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

18.3.4 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.

Section 18.4 Promotions, Demotions and Comparable Worth Adjustments:

18.4.1 Promotions, including increases pursuant to comparable worth. In the event an employee is promoted to a new position or the employee's position is upgraded pursuant to comparable worth or the employee is temporarily transferred to a higher ranked position, the employee shall

be placed at the appropriate new grade for the position and at the same step the employee held in the prior grade.

18.4.2 Demotions resulting from reductions pursuant to comparable worth. In the event an employee's position is reduced in grade pursuant to comparable worth, the employee shall be placed at the appropriate new grade for the position but without reduction in pay. The employee would receive increases unless at range top in the new range. If above range top the employee would be frozen until the range top was equal to or below the pay being received. Normal range movement would follow thereafter.

18.4.3 Disciplinary, probationary and voluntary demotions. Disciplinary, probationary (the failure to successfully complete the probationary period) and voluntary demotions shall be treated the same as the inverse of a promotion. The employee's placement in the lower grade shall not be higher than the placement for which the employee would have been eligible if originally hired in the demoted grade.

Section 18.5 Previous Work Experience or Education:

New employees who are considered so qualified by education or previous work experience may, with the recommendation of the Department Head and approval by the County Administrator, be started in a higher step than the first step of the pay grade but in no event higher than Step 3.

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

ARTICLE 19. SAVINGS CLAUSE

Section 19.1 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 20. COUNTY WIDE SENIORITY LIST FOR ROAD AND BRIDGE EMPLOYEES

Section 20.1 See Appendix D.

ARTICLE 21. DRUG AND ALCOHOL TESTING POLICY

The provisions of the Itasca County Safety-Sensitive Drug and Alcohol 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.

Section 21.1 DRUG AND ALCOHOL RANDOM TESTING:

NOTE: Failure to Test – Failure to test will be treated as a positive test and will be subject to disciplinary action up to and including termination.

21.1.1 First Offense-Alcohol .02-<.04
Immediate 1-day suspension without pay. Return to duty 24 hours after positive test assuming follow-up test is negative.

21.1.2 First Offense-Alcohol .04 or Greater/Drug Violation
2-day suspension without pay. Individual must meet with substance abuse professional (SAP) within 5 days of positive test. Following suspension without pay, days 3, 4, and 5 may be taken as vacation/sick leave/or compensatory time.

Following evaluation, a return to duty test will be completed if approved by the SAP. Any mandatory in-patient treatment required by the SAP shall be regarded as sick leave. Out-patient treatment during normal working hours shall be regarded as sick leave.

Return to work: If the SAP allows a return to duty in a non-safety sensitive position, employees will be required to report for duty to a job class 3 position. Employees shall not be eligible for overtime when working job class 3 combined with out-patient treatment.

Refusing treatment, failure to complete treatment, failing mandatory return to duty test, and/or failure to report for duty will result in termination.

21.1.3 Second Offense Alcohol .02- <.04

3-day suspension without pay. Mandatory SAP evaluation. Must meet with SAP within 5 days. Following suspension without pay, days 4 and 5 may be taken as vacation/sick leave/compensatory time.

Employees that have a second offense alcohol violation of .02-<.04 after 5 years from the date of the first offense will receive only a 1-day suspension provided they meet with a SAP and follow any recommended treatment program.

Following evaluation, a return to duty test will be completed if approved by the SAP. Mandatory in-patient treatment required by the SAP shall be regarded as sick leave. Out-patient treatment during normal working hours shall be regarded as sick leave.

Return to work: If the SAP allows a return to duty in a non-safety sensitive position, employees will be required to report for duty to a job class 3 position. Employees shall not be eligible for overtime when working job class 3 combined with out-patient treatment.

Refusing treatment, failure to complete treatment, failing mandatory return to duty test, and/or failure to report for duty will result in termination.

21.1.4 Second Offense Alcohol .04 or greater Drug Violation

- 0-36 months-termination

- +36 months-suspension without pay 5 days. Mandatory SAP evaluation within 5 days.

Following evaluation, a return to duty test will be completed if approved by the SAP. Any mandatory in-patient treatment required by the SAP shall be regarded as sick leave. Out-patient treatment during normal working hours shall be regarded as sick leave.

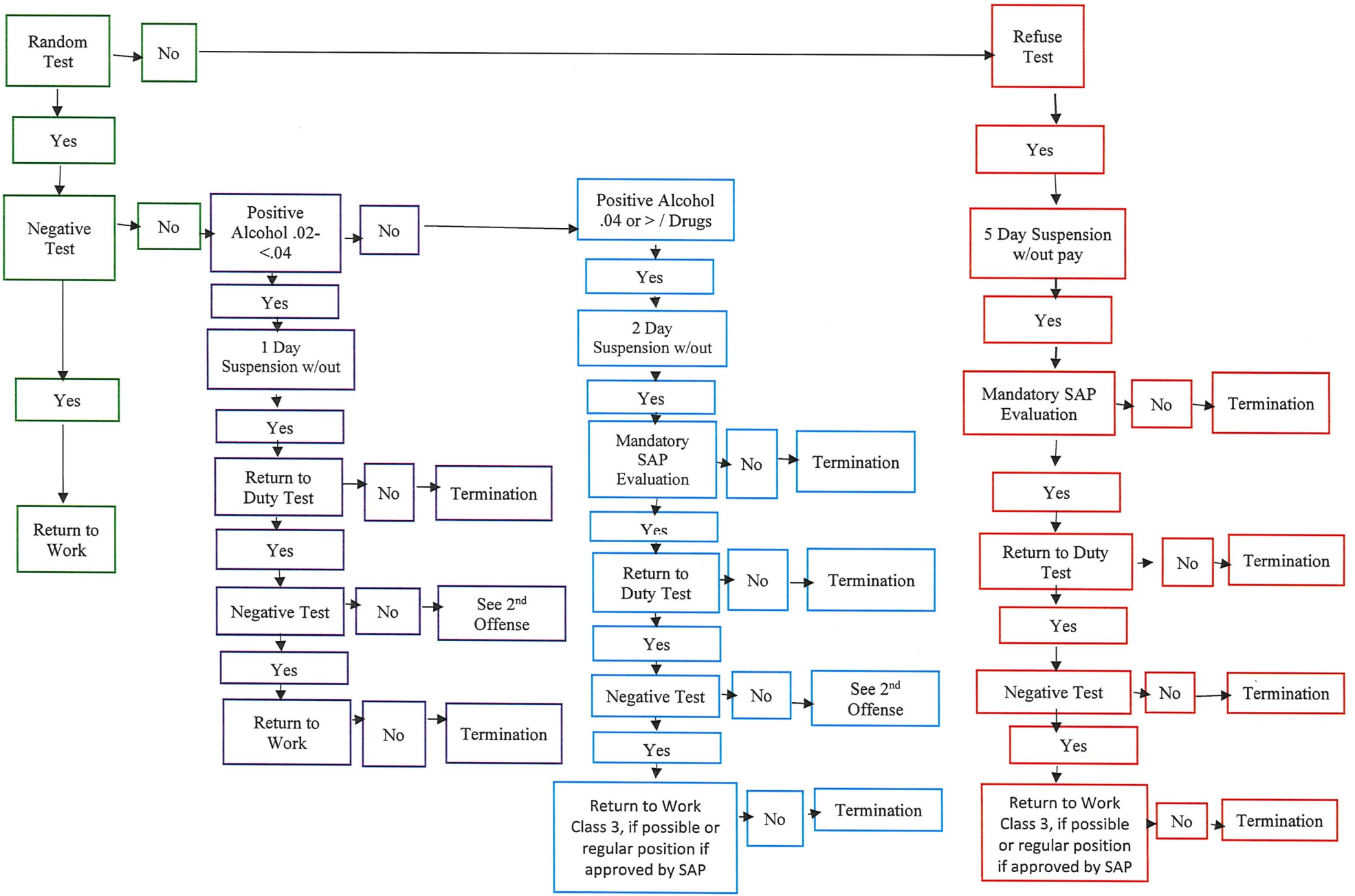
Return to work: If the SAP allows a return to duty in a non-safety sensitive position, employees will be required to report for duty to a job class 3 position. Employees shall not be eligible for overtime when working job class 3 combined with out-patient treatment.

Refusing treatment, failure to complete treatment, failing mandatory return to duty test, and/or failure to report for duty will result in termination.

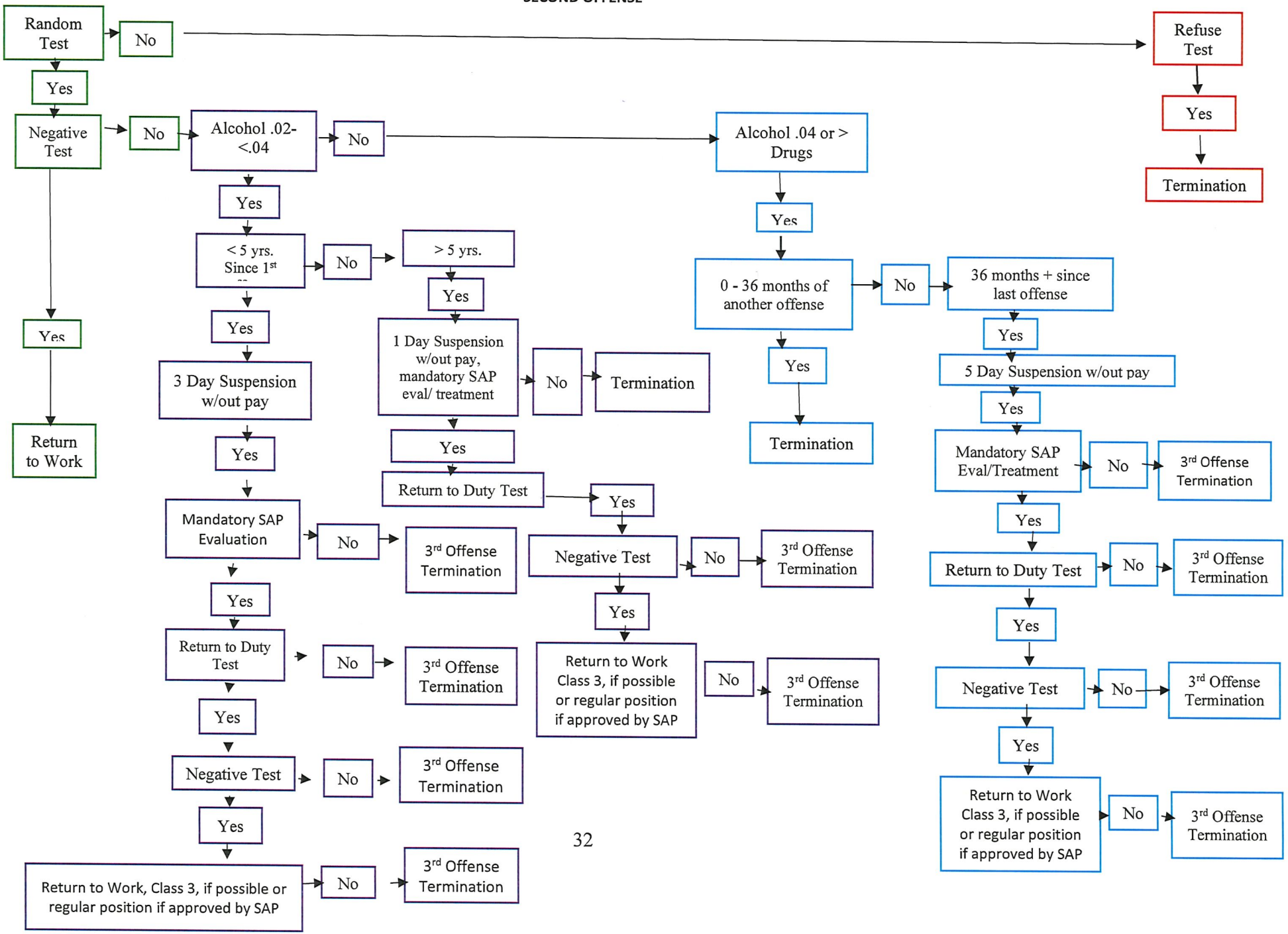
21.1.5 Third Offense Alcohol .02-<.04 /Alcohol .04 or greater or Drug Violation
Immediate Termination

21.1.6 **GENERAL NOTE:** In the event that combined violations occur (i.e. Alcohol .02-<.04 and Alcohol .04 or greater or Drug Violation) during a 3-year period, the disciplinary path will be based on the next highest level of progressive discipline.

DRUG AND ALCOHOL RANDOM TESTING
FIRST OFFENSE



DRUG AND ALCOHOL RANDOM TESTING
SECOND OFFENSE



ARTICLE 22. DURATION OF AGREEMENT

This Agreement will be in effect from January 1, 2025, through December 31, 2027. 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, the parties have caused this Agreement to be executed this 1st day of April, 2025.

COUNTY OF ITASCA

Casey Venema
County Board Chair

Brett Skyles
County Administrator

Dated: 4/4/2025

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1452

Leann Stoll
Council Labor Representative

Rick Hipsag
Local 1452 Representative

Dated: 4/4/25

APPENDIX A – PAY PLANS

APPENDIX A									
01/01/2025 1452 ANNUAL PAY PLAN				9.00%	on 2024 base				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$22.90	$23.74	$24.59	$25.47	$26.27	$27.20	$28.13	$29.14	GRADE 3
GRADE 4	$23.53	$24.36	$25.26	$26.16	$27.00	$27.94	$28.94	$29.91	GRADE 4
GRADE 5	$24.11	$25.02	$25.97	$26.89	$27.74	$28.70	$29.71	$30.78	GRADE 5
GRADE 6	$24.81	$25.70	$26.67	$27.61	$28.49	$29.55	$30.50	$31.57	GRADE 6
GRADE 7	$25.48	$26.40	$27.37	$28.39	$29.27	$30.32	$31.39	$32.49	GRADE 7
GRADE 8	$26.19	$27.13	$28.13	$29.15	$30.12	$31.22	$32.21	$33.32	GRADE 8
GRADE 9	$26.89	$27.87	$28.95	$30.00	$30.93	$32.01	$33.16	$34.29	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									
APPENDIX A									
01/01/2025 1452 ANNUAL PAY PLAN				9.00%	on 2024 base				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$47,632.00	$49,379.20	$51,147.20	$52,977.60	$54,641.60	$56,576.00	$58,510.40	$60,611.20	GRADE 3
GRADE 4	$48,942.40	$50,668.80	$52,540.80	$54,412.80	$56,160.00	$58,115.20	$60,195.20	$62,212.80	GRADE 4
GRADE 5	$50,148.80	$52,041.60	$54,017.60	$55,931.20	$57,699.20	$59,696.00	$61,796.80	$64,022.40	GRADE 5
GRADE 6	$51,604.80	$53,456.00	$55,473.60	$57,428.80	$59,259.20	$61,464.00	$63,440.00	$65,665.60	GRADE 6
GRADE 7	$52,998.40	$54,912.00	$56,929.60	$59,051.20	$60,881.60	$63,065.60	$65,291.20	$67,579.20	GRADE 7
GRADE 8	$54,475.20	$56,430.40	$58,510.40	$60,632.00	$62,649.60	$64,937.60	$66,996.80	$69,305.60	GRADE 8
GRADE 9	$55,931.20	$57,969.60	$60,216.00	$62,400.00	$64,334.40	$66,580.80	$68,972.80	$71,323.20	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									
These pay rates reflect an additional 6% market increase on January 1, 2025.									

APPENDIX A									
01/01/2026 1452 ANNUAL PAY PL/			3.50%	on 2025 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$24.57	$25.45	$26.36	$27.19	$28.15	$29.11	$30.16	$31.22	GRADE 3
GRADE 4	$25.21	$26.14	$27.08	$27.95	$28.92	$29.95	$30.96	$32.04	GRADE 4
GRADE 5	$25.90	$26.88	$27.83	$28.71	$29.70	$30.75	$31.86	$32.98	GRADE 5
GRADE 6	$26.60	$27.60	$28.58	$29.49	$30.58	$31.57	$32.67	$33.81	GRADE 6
GRADE 7	$27.32	$28.33	$29.38	$30.29	$31.38	$32.49	$33.63	$34.81	GRADE 7
GRADE 8	$28.08	$29.11	$30.17	$31.17	$32.31	$33.34	$34.49	$35.70	GRADE 8
GRADE 9	$28.85	$29.96	$31.05	$32.01	$33.13	$34.32	$35.49	$36.73	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A									
01/01/2026 1452 ANNUAL PAY PLAN				3.50%	on 2025 base				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$51,105.60	$52,936.00	$54,828.80	$56,555.20	$58,552.00	$60,548.80	$62,732.80	$64,937.60	GRADE 3
GRADE 4	$52,436.80	$54,371.20	$56,326.40	$58,136.00	$60,153.60	$62,296.00	$64,396.80	$66,643.20	GRADE 4
GRADE 5	$53,872.00	$55,910.40	$57,886.40	$59,716.80	$61,776.00	$63,960.00	$66,268.80	$68,598.40	GRADE 5
GRADE 6	$55,328.00	$57,408.00	$59,446.40	$61,339.20	$63,606.40	$65,665.60	$67,953.60	$70,324.80	GRADE 6
GRADE 7	$56,825.60	$58,926.40	$61,110.40	$63,003.20	$65,270.40	$67,579.20	$69,950.40	$72,404.80	GRADE 7
GRADE 8	$58,406.40	$60,548.80	$62,753.60	$64,833.60	$67,204.80	$69,347.20	$71,739.20	$74,256.00	GRADE 8
GRADE 9	$60,008.00	$62,316.80	$64,584.00	$66,580.80	$68,910.40	$71,385.60	$73,819.20	$76,398.40	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A

01/01/2027 1452 ANNUAL PAY PL 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$26.34	$27.28	$28.14	$29.14	$30.13	$31.22	$32.31	$33.44	GRADE 3
GRADE 4	$27.05	$28.03	$28.93	$29.93	$31.00	$32.04	$33.16	$34.32	GRADE 4
GRADE 5	$27.82	$28.80	$29.71	$30.74	$31.83	$32.98	$34.13	$35.32	GRADE 5
GRADE 6	$28.57	$29.58	$30.52	$31.65	$32.67	$33.81	$34.99	$36.21	GRADE 6
GRADE 7	$29.32	$30.41	$31.35	$32.48	$33.63	$34.81	$36.03	$37.29	GRADE 7
GRADE 8	$30.13	$31.23	$32.26	$33.44	$34.51	$35.70	$36.95	$38.24	GRADE 8
GRADE 9	$31.01	$32.14	$33.13	$34.29	$35.52	$36.73	$38.02	$39.35	GRADE 9

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

APPENDIX A

01/01/2027 1452 ANNUAL PAY PLAN 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
GRADE 3	$54,787.20	$56,742.40	$58,531.20	$60,611.20	$62,670.40	$64,937.60	$67,204.80	$69,555.20	GRADE 3
GRADE 4	$56,264.00	$58,302.40	$60,174.40	$62,254.40	$64,480.00	$66,643.20	$68,972.80	$71,385.60	GRADE 4
GRADE 5	$57,865.60	$59,904.00	$61,796.80	$63,939.20	$66,206.40	$68,598.40	$70,990.40	$73,465.60	GRADE 5
GRADE 6	$59,425.60	$61,526.40	$63,481.60	$65,832.00	$67,953.60	$70,324.80	$72,779.20	$75,316.80	GRADE 6
GRADE 7	$60,985.60	$63,252.80	$65,208.00	$67,558.40	$69,950.40	$72,404.80	$74,942.40	$77,563.20	GRADE 7
GRADE 8	$62,670.40	$64,958.40	$67,100.80	$69,555.20	$71,780.80	$74,256.00	$76,856.00	$79,539.20	GRADE 8
GRADE 9	$64,500.80	$66,851.20	$68,910.40	$71,323.20	$73,881.60	$76,398.40	$79,081.60	$81,848.00	GRADE 9

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

APPENDIX B – LANGUAGE INTERPRETATION

The Employer and the Union agree on the following points interpreting the Agreement:

1. The County may eliminate an allocated slot for a permanent job classification when it is determined that the slot is not necessary.

2. The County may eliminate the slot and an incumbent employee may utilize seniority to bump a less senior employee.

3. When an employee bumps into a lesser classification he/she will receive the pay for the lesser classification.

4. An employee may utilize his/her seniority to bump a less senior employee in other districts or lesser classifications including seasonal or temporary.

5. The County cannot continue to perform the work of the eliminated position by utilizing other under-classified employees.

6. The County can determine the number of districts.

7. In the event of a reduction in force or the elimination of a position, Article 10, Section 10.4 is applicable. Casual or part-time employees shall not be utilized while a bargaining unit employee voluntarily chooses not to exercise his/her seniority to bump a casual or part-time position.

APPENDIX C – TOOL ALLOWANCE

TOOL ALLOWANCE

1. Each designated employee, at his or her expense, shall provide, maintain, contain, insure, and make safe against loss or damage all tools which, in the exclusive judgment of the County's Equipment Maintenance Coordinator are required to perform said designated employee's job, with the exception of "county provided tools". Designated employees shall be held accountable for having on hand, at all times, the necessary tools, other than "county provided tools", to perform all work assigned. Each designated employee shall hold the employer harmless for loss or damage to the employee's tools arising from any of the following causes: loss, theft, misappropriation by third party or any other cause resulting from carelessness or omission by the designated employee. The County shall have no duty to pay for, repair, or replace any of the designated employees' tools. The County shall have no duty to obtain a policy of insurance to insure the designated employees' tools against loss or damage arising from any cause or omission. The choice to procure or forego the purchase of insurance covering his or her tools rests exclusively with the designated employee.

2. "County provided tools" are tools which, by their nature, cost of infrequency of utilization are desirable to be possessed and owned by the County and which, by way of example, include the tools listed in Exhibit #1. The determination of whether a tool qualifies as a "county provided tool" rests in the exclusive judgment of the County's Equipment Maintenance Coordinator and which determination is final.

3. The employer shall provide a tool allowance to each designated employee in an amount not to exceed 4 percent of Job Class 8, Step 8. The calculation for the tool allowance shall be based upon straight time only.

4. The tool allowance shall be paid on a pro-rata basis for those designated employees working for part of the year. The pro-rated allowance shall be calculated as follows: number of straight time hours worked divided by 2080 hours.

5. A. To obtain reimbursement, the designated employee shall:

    1. Obtain vendor receipts for the purchase of tools the employee is required to provide pursuant to Paragraph 1 of this addendum. Only those vendor receipts for tools the employee is required to provide pursuant to this addendum shall be considered valid receipts.

    2. Within 120 days of purchase, complete, sign, and submit a "tool allowance claim form" together with the original vendor receipts to the County Equipment Maintenance Coordinator.

3. Create and maintain appropriate records such as an account book, diary, or similar record documenting the purchase at or near in time to the purchase.

B. Employee claims shall not exceed the tool allowance limit set forth in Paragraphs 3 & 4. In the event of over payment, the designated employee shall return the amount over paid within 30 days after being notified of the over payment.

6 A. Laws and regulations of the United States Internal Revenue Department, as amended, shall govern the issue of whether the tool allowance is considered "income" or an 'expense allowance".

B. Pursuant to regulations in effect on the date this addendum takes effect, the tool allowance shall be deemed an "expense allowance" not subject to withholdings for income tax, social security and Medicare for those designated employees who comply with Paragraphs 5A and 5B of this addendum.

7. For purposes of PERA, the tool allowance shall be deemed a reimbursement of expenses and not salary.

8. For purposes of the Tool Policy "designated employees" shall be limited solely to full time employees who are appointed to hold a permanent job posting of mechanic, mechanic-machinist or mechanic-welder employed in the County's Transportation Department.

Exhibit #1 TOOL ALLOWANCE COUNTY PROVIDED TOOLS:

Hydraulic Test Equipment
Air Conditional Reclaim Charger
Battery Chargers
Hydraulic Life Jacks
Jack Stands
¾" and greater Impact Wrenches
Taps and Dies
Drill Bits
Electric Power Tools All Hand Drills greater than ½" in size
End Wrenches greater than 2" in size
Sockets greater than 2" in size
Torque Wrenches greater than ½" driver
Engine Specific Tools (certain engines may call for certain tools)
Manufacturer Specific Tools
Pullers
Porta Power
Electronic Diagnostic and Programming Equipment
Specialty Tools to be authorized by Highway Maintenance Supervisor

TOOL ALLOWANCE CLAIM FORM

FIRST NAME MI LAST NAME FUND DEPT. ACCT.

EMPLOYEE'S POSITION EMPLOYEE'S PRINCIPAL WORKSITE

Date of Purchase	Tool Description	Vendor	Amount Paid

By my signature below, I certify:

1. I am appointed to hold a permanent job posting of mechanic, mechanic-machinist or mechanic-welder in the County's Transportation Department.
2. I purchased the above described tools on the dates and for the amounts specified in this claim.
3. Said tools are necessary to enable me to perform work assigned to me.
4. The original vendor receipts for the above described tools are attached.
5. This claim is just and correct, and no part of it has been paid.
6. All of the information set forth in this claim form is true and correct.

Dated:_____ _____

Designated Employee:

Approved: Based on knowledge of the necessity for the above described tools, and on the basis of compliance with the provisions of the department's tool allowance policy.

Dated:_____ _____

Itasca County Equipment Maintenance Coordinator

APPENDIX D – SENIORITY LIST

(insert Local 1452 Seniority List here; to get from Human Resources)

APPENDIX E – RETIREE LANGUAGE

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

APPENDIX F – AGREE TO FORM COMMITTEE

Either party may request to open the contract to negotiate language for the specific purpose of addressing the issue of an employee losing a CDL as it relates to the County's Federal Drug and Alcohol Testing Program—Action Plan for Disqualified Drivers. The Employer representatives on the Committee to be named by the County Board.

APPENDIX G – FULL TIME APPOINTMENTS – SUBFOREMAN AND LEAD WORKERS

FULL TIME APPOINTMENTS—SUBFOREMAN AND LEAD WORKERS

Management has the authority to determine the necessity to appoint Lead Workers. For the appointment of a sub foreman, seniority shall be used to break ties between equally qualified candidates.

Any contract language regarding "Sub Foreman" i.e. Article 10.6 also applies to "Lead Workers" in that both terms describe appointed responsibilities over and above those base responsibilities common to each regular position description.

Full time Lead Worker and Sub foreman appointments will be made by the County Engineer or designated representative.

Lead Workers will be assigned for each of the following Garages:

District 1- Deer River/Max
District 2- Bigfork, Balsam, and Togo
District 3- Nashwauk and Swan River
District 4- Arbo, and Robert Frick and Central Purchasing

One of these assigned Lead Workers from each Garage will be further assigned as Sub foreman to assume the responsibility of those Highway Maintenance Supervisor in their absence.

TEMPORARY APPOINTMENTS

A. Authorized emergency call outs for other than normal working hours will be considered as a Lead Worker assignment for first employee dispatched and will be paid accordingly.

B. Specific preplanned work i.e. mowing or grading during other than normal working hours shall be at applicable rate for that operation and not at the Lead Worker rate. In such case, the employee so assigned is responsible for securing of facilities when county maintenance personnel are not present.

C. Temporary Lead Workers will be assigned for any approved absence of the regularly assigned Lead Worker of one full working day or more. Regularly assigned Lead Worker shall notify applicable Highway Maintenance

Supervisor of such planned absences to allow Highway Maintenance Supervisor to make temporary Lead Worker assignment.

D. In the event that the Highway Maintenance Supervisor determines that a regularly assigned Sub foreman/Lead Worker is not available to direct operations of a specific maintenance project, that Highway Maintenance Supervisor may appoint an additional Lead Worker for that project with the approval of the County Engineer. The County Engineer will assure uniformity in making these special project appointments.

E. To eliminate the current need to manually track compensatory time earned and taken at several pay grades for each employee, all authorized out of class work, including temporarily assigned Lead Workers, such shall be paid directly at rate earned, or will be banked at the employee's posted paygrade.

APPENDIX H – MEMORANDUMS OF UNDERSTANDING (MOUs) and LETTERS OF AGREEMENT (LOAs)

LETTER OF AGREEMENT

BETWEEN THE COUNTY OF ITASCA AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION #1452

(Sub-foreman Assignment)

The purpose of the Letter of Agreement (hereinafter referred to as the Agreement) between the County of Itasca (hereinafter referred to as the County or the Employer) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local #1452 (hereinafter referred to as ASFCME or the Union) is to establish terms for the County to develop, implement and monitor a trial program of assigning sub-foreman duties to a designated Highway Maintenance Worker. The County and Union will collectively be referred to as the parties.

In order to implement the County's planned Sub-foreman assignment, the parties agree as follows:

1. The County will recognize the Highway Maintenance Worker assigned sub-foreman duties as a member of the bargaining unit through the period of time covered by this Letter of Agreement. The individual(s) so assigned will continue to accrue seniority in Article 10 as though they were a Highway Maintenance Worker for the duration of the assignment.

2. The compensation of the assignment will be rated at the grade of a sub-foreman.

3. The individual assigned to perform sub-foreman duties in this trial program will be determined through an application process.

    a. The assignment will be open to current Highway Maintenance Workers who do not have in their personnel file a written reprimand, suspension or demotion that stems from an incident dated within the last 12 months and who have not received a rating of less than solid contributor in any performance rating criteria for the last 12 months prior to selection for the assignment.

b. Eligible Highway Maintenance Workers will be permitted to express their interest in the assignment.
c. The County Engineer will have authority and discretion to appoint provided that first consideration is given to seniority and qualifications for the job.
d. The County Engineer will have authority and discretion to remove any individual from the assignment who fails to perform the duties of sub-foreman after the employee is given notice and has repeatedly failed in their efforts to make satisfactory improvement, is issued a written reprimand, suspension or demotion or repeatedly receives a performance review rating of less than solid contributor in any rating criteria.
e. The assigned individual will have the ability to discontinue the assignment by notifying the County Engineer if they are no longer interested.
f. The Union may file a grievance related to whether first consideration was based on seniority in the assignment or related to the disqualification or removal of any sub-foreman but said grievances may not proceed beyond Article 13 – Step 3 decisions by the County Board or its designee
g. In no instance may a class action grievance related to the assignment be submitted.

4. In the absence of a Highway Maintenance Supervisor and sub-foreman for one (1) or more days, the most senior HMW shall assume the duties of sub-foreman and be paid at the grade for a sub-foreman for all hours absent the sub-foreman.

5. This Letter of Agreement will take effect on January 1, 2025.

6. This trial program is intended to allow the County the opportunity to determine whether such an assignment operates in the best interests of the County's efficient operation. The parties agree that this trial program pursuant to this Agreement may be discontinued unilaterally by either the County or the Union providing at least thirty (30) calendar days' notice to the opposing party. In addition, this Agreement will automatically expire on December 31, 2027 unless specifically extended in writing signed by both parties.

7. This Agreement will not operate as a waiver of any County or Union rights, operate as a binding past practice or operate as contract interpretation for any existing provision of the collective bargaining agreement. Upon expiration of the Agreement the County and Union will revert to their full rights that existed prior to entering into this Agreement. This Agreement may be entered into evidence only in support of a claim of breach of this agreement. This Agreement may not be entered into evidence in any arbitration or hearing in support of a waiver of rights claim, to support a past practice claim or as an aid for purposes of contract interpretation for any existing provision of the collective bargaining agreement.

8. All current sub-foreman and lead workers will remain in their assignments until they vacate that assignment or until they receive repeated unsatisfactory performance review ratings or receive disciplinary action of a written reprimand, suspension or demotion. Any shops that are currently rotating lead worker assignments will identify the most senior of the lead workers in rotation as the shop lead worker.

ITASCA COUNTY
-and-
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
Council 65 LOCAL UNION #1452

Memorandum of Understanding

Use of Previously Accrued Compensatory Time

This Memorandum of Understanding is entered into between Itasca County (hereafter "County") and AFSCME Council 65, Local 1452 (hereafter "Union").

What follows clarifies AFSCME Local 1452 Road & Bridge Bargaining Unit employee eligibility for use of previously accrued compensatory time on days they are called in early or to return to work outside of their normally scheduled shift or hours.

WHEREAS, the County and the Union are parties to a collective bargaining agreement effective January 1, 2025, to December 31, 2027.

WHEREAS Article 6 of the collective bargaining agreement addresses Hours of Work. Section 6.2 states, "In no case will compensatory time earned, and compensatory time taken occur in the same day."

WHEREAS AFSCME Local 1452 Road & Bridge Bargaining Unit employees have scheduled use of their previously accrued compensatory time on a day they are subsequently called in early or called back after their scheduled shift or hours. In these instances, an employee may elect compensatory time in lieu of overtime payment or using accrued vacation time.

WHEREAS "scheduled" shall mean a time off request submitted through the County's timekeeping system Kronos and approved by their supervisor. Scheduled does not mean through verbal conversation, an email, or text message to ensure accurate record keeping and prevent confusion between employees and their supervisors.

NOW, THEREFORE, in recognition of the above, the County and the Union, have agreed as follows:

- For the duration of the term of the current collective bargaining agreement (December 31, 2027), the County will allow employees the ability to use

previously accrued and **scheduled** compensatory time off and earn compensatory time on the same day, when employees are called in early or to return to work outside of their normally scheduled shift or hours.

EXAMPLE: On Tuesday an employee requests and is approved 4 hours off Friday afternoon utilizing their previously earned and accrued compensatory time. A storm occurs Friday resulting in the employee being called in either early in the AM hours prior to the scheduled shift or called back in the late PM hours.

- In no instance shall an employee be allowed to use compensatory time **earned** on the same day.

EXAMPLE: On Tuesday an employee comes in early to snowplow, and the day's activities are such that an employee is able to take an hour off at the end of that day. Since this was not previously **scheduled,** the employee must take that time off as vacation time if they choose to take the overtime as compensatory time. Alternatively, the employee can take the overtime in pay and use comp time for the hour off.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-355

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
2025-2027 Collective Bargaining Agreement – AFSCME Local 580 Health and Human Services Unit

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 580 Health and Human Services Unit.

BACKGROUND:
The labor management committee has been negotiating the 2025-2027 collective bargaining agreement with AFSCME Local 580. This collective bargaining agreement has been voted on and approved by the AFSCME Local 580 Health and Human Services Unit and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025-2027 Collective Bargaining Agreement AFSCME Local 580 Draft
2. 2025-2027 Collective Bargaining Agreement AFSCME Local 580 FULLY EXECUTED

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Itasca County
Minnesota

and

Council 65
AFSCME
Minnesota, South Dakota, North Dakota

REPRESENTING:

EMPLOYEES OF LOCAL UNION #580

(HEALTH AND HUMAN SERVICES UNIT)

January1, 2025-December 31, 2027

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT 1
ARTICLE 2. RESPONSIBILITIES OF PARTIES 1
ARTICLE 3. DEFINITION OF REGULAR EMPLOYEE AND EMPLOYER 2
ARTICLE 4. RECOGNITION 2
ARTICLE 5. FAIR SHARE FEE, PAYROLL DEDUCTION 3
ARTICLE 6. HOURS OF WORK, LUNCH PERIOD AND REST PERIODS 3
ARTICLE 7. HOLIDAYS 5
ARTICLE 8. VACATION 6
ARTICLE 9. SICK LEAVE 7
ARTICLE 10. BEREAVEMENT LEAVE 9
ARTICLE 11. LEAVES OF ABSENCE 9
ARTICLE 12. SENIORITY 10
ARTICLE 13. SUSPENSION AND DISCHARGE 13
ARTICLE 14. GRIEVANCE PROCEDURE 13
ARTICLE 15. PAY PLAN 15
ARTICLE 16. GENERAL PROVISIONS 16
ARTICLE 17. GROUP INSURANCE BENEFITS 16
ARTICLE 18. SEPARABILITY 23
ARTICLE 19. DRUG AND ALCOHOL TESTING 23
ARTICLE 20. DURATION OF AGREEMENT 23
APPENDIX A – PAY PLAN 25
APPENDIX B – RETIREES 28

AGREEMENT

This Agreement, dated the first day of January in the year of 2025 is entered into between the County of Itasca, hereinafter referred to as the Employer, and Local #580 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE 1. PURPOSE OF AGREEMENT

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

Section B. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by the employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE 2. RESPONSIBILITIES OF PARTIES

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

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

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

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

1. The Employer will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.

2. The applicable procedure of this Agreement will be followed for the settlement of all grievances which shall be considered carefully and processed promptly in accordance with procedures provided herein.

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

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

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

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

ARTICLE 3. DEFINITION OF REGULAR EMPLOYEE AND EMPLOYER

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

Section B. The Employer is the Itasca County Board of Commissioners.

ARTICLE 4. RECOGNITION

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

excluding the Human Services Director and the Social Welfare Supervisor positions as managerial employees, and excluding confidential and supervisory employees.

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

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

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

ARTICLE 5. FAIR SHARE FEE, PAYROLL DEDUCTION

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

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

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

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

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

Section B. The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and workdays for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

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

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

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

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

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

1. If an employee is called back to the worksite after completing the regular workday or is called out to a worksite during the employee's regular scheduled time and/or day off, the employee shall receive a minimum of 2 hours pay at the straight hourly rate.

2. Emergency technical support: If an employee receives a phone call, text message or other communication from authorized individuals outside the hours of their scheduled shift that is beyond de minimis under the Fair Labor Standards Act (FLSA), the employee shall receive 1 ½ time for all time worked with a minimum of 1 hour of pay.

3. If an employee is required to work the greater of the hours detailed in 1 & 2 above, the employee will not receive call-out pay but will be paid at 1 ½ time for all hours worked based on the starting time of the call-out.

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

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

ARTICLE 7. HOLIDAYS

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

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

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

Section C. When a paid holiday falls during an employee's scheduled vacation that day will be compensated as a holiday off and the employee will not be charged vacation for that day.

Section D. Eligibility for Floating Holiday: Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday May 1st and 1 floating holiday September 1st.

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

ARTICLE 8. VACATION

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

Completed Years of Service	Rate of Accumulation of Vacation Hours Per Pay Period of Work	Number of Working Hours of Vacation Time Earned Per Yr
0 – 5	3.693 hours	96.018 hours
6 – 10	5.539	144.014
11-19	7.385	192.010
Beginning w/ 20th year	7.693	200.018

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

Section C. In the month of January of each calendar year, department heads shall consult with all regular employees entitled to vacation, and from such consultation, a vacation schedule shall be established for February 1 through January 31 of the following year. In determining the vacation schedule, the wishes of the employee shall be respected, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among employees. Vacation requests received after February 1st will be considered in order of receipt, however, same day requests will be granted to the most senior employee. Approved vacations shall be honored.

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

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

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

ARTICLE 9. SICK LEAVE

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

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

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

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

Family member is defined as:

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

Section C. In the event of an employee's death while employed for the county, 100% of his/her accrued sick leave shall be paid out to the surviving spouse or to the estate of the

employee who passed away. Any payment made upon termination due to death shall be paid in accordance with federal and state regulations.

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

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

An employee will not receive severance pay if:

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

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

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

For Public Health nurses hired prior to January 1, 1994, the maximum County payment for the 70%-dollar value of an employee's accumulated unused sick leave (severance pay) shall be $20,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $20,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

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

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

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

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

ARTICLE 10. BEREAVEMENT LEAVE

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

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

Each instance of bereavement time must be used within 365 days of a passing and bereavement may be split if burial is happening at a later date.

ARTICLE 11. LEAVES OF ABSENCE

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

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

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

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

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

Section E.

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

ARTICLE 12. SENIORITY

Section A. Seniority standing shall be granted to all employees who have attained permanent status by completing 6 months of a probationary period. The seniority date of employees attaining such permanent status shall be the first day of employment. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder. Seniority lists shall be brought up-to-date on March 1st of each calendar year. A copy of the seniority list shall be sent by mail to the President of the Union and Business Agent.

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

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

Section C.

1. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off, by classification, in the inverse order of their seniority, provided all probationary, temporary, emergency, provisional or limited term employees are laid off first.

2. Employees shall be recalled from layoff to a position in the classification according to their classification seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled. There shall be 3 year recall limit on layoffs.

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

4. Equal Seniority. If 2 or more persons in the class in which layoff occurs have equal seniority, the order of layoff shall be in inverse order of the date of acquisition of permanent status in the class. If a tie still remains, the order of layoff shall be determined by the average of the last 2 service ratings, if available, or the last service rating if only 1 is available and the employee with the lowest such average or rating shall be laid off first. If no service ratings are available, the order of layoff shall be determined by the appointing authority in such a way as to retain in the agency the employee(s) considered most valuable.

5. Notice. The appointing authority shall notify in writing the employee and the supervisor at least 10 working days before the effective date of the layoff and shall state the reason for the layoff. If the appointing authority fails to certify before the effective date thereof that the layoff was for reasons not reflecting discredit on the employee, it shall be deemed a dismissal and shall be subject to the rules regarding dismissal.

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

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

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

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

Section G. An employee of the 580 bargaining unit who transfers to a county position outside of the 580 bargaining unit, shall have their earned 580 bargaining unit seniority frozen. Current 580 bargaining unit employees shall be given priority in filling 580 vacancies over other county employees. An employee returning to a position within the 580 bargaining unit shall be credited with their previously earned 580 bargaining unit seniority. An employee returning to the 580 bargaining unit shall not be eligible for transfer to other 580 bargaining unit positions for a period of six (6) months from their return date and shall have a permanent adjusted seniority date for purposes of transfer, position reduction, or lay-off. The employee's overall seniority from date of hire shall be applicable for all other employee benefits. The Employer shall be held harmless for unintentional errors in employee records under this Section.

ARTICLE 13. SUSPENSION AND DISCHARGE

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

ARTICLE 14. GRIEVANCE PROCEDURE

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

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

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

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

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

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

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

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

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

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

Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made,

providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 15. PAY PLAN

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

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

Section C. The compensation schedule for personnel of the Itasca County Health and Human Service Department shall be the following schedule to be effective January 1, 2025, through December 31, 2027 as listed below and in accordance with the compensation plan attached to this Agreement as Appendix A.

Employees of this bargaining Agreement will receive:

-Effective 01/01/2025 a 9% increase
-Effective 01/01/2026 a 3.5% increase and a drop step of 3.5%
-Effective 01/01/2027 a 3.5% increase and a drop step of 3.5%.

Definition of Drop Step: For the years 2026-2027 Drop existing first step and add new top step for each classification in the bargaining unit with a 3.5% increase being added to the new top step. The result is employees at the existing first step would move to the new first step. All other employees shall drop back one step and would advance a step forward on their hire date anniversary.

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

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

Section F. When an employee voluntarily accepts a demotion to a lower grade, the employee shall be paid at the step in the lower class which is equal to or next higher than the employee's current pay.

ARTICLE 16. GENERAL PROVISIONS

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

Section B. Employees will be covered and eligible for Earned Sick and Safe Time as outlined in the County's Earned Sick and Safe Time Policy, established in compliance with MN State Statute 181.

ARTICLE 17. GROUP INSURANCE BENEFITS

SECTION A. Eligibility.

I. ACTIVE EMPLOYEES: All regular county employees shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed. Employees shall be eligible for County paid life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed and signed by the employee. They shall be eligible for dental insurance on the first day of the month following the date of employment, provided all necessary application forms have been completed and signed by the employee. Authorized sick leave, vacation time, compensatory time, any other paid time shall be counted as working time for such eligibility for dental insurance. Also, authorized sick leave, vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

   Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are eligible due to a qualified life event.

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

Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

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

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

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

III. RETIRED EMPLOYEE: Definition: "retire" or "to retire" means leaving Itasca County employment at a time when the employee has at least 10 years of service in Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County. The 10-year requirement will not apply to individuals employed by the County prior to March 1, 2025.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled or retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits.

SECTION B. Coverage.

I. GROUP LIFE INSURANCE:

ACTIVE EMPLOYEES: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

II. GROUP HOSPITAL AND MEDICAL INSURANCE:

ACTIVE EMPLOYEES:

A. Plan Options: The High Deductible Plan (Option 1) $2,100/$4,200 in 2025 or High Deductible Plan (Option 2) $4,125/$8,250 in 2025, both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), shall be the hospital- medical insurance coverage for all eligible employees under this bargaining agreement. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

B. Premium Contributions: The premium participation for said plans shall be 80% by the Employer and 20% by the employee. The 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.

C. Deductible Contributions: The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will be responsible for 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. 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 pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid- year. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

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

III. GROUP DENTAL INSURANCE ACTIVE EMPLOYEES:

A. Plan Option: The Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent with maximum annual benefit of $1,500 per person. For new hired or rehired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or rehire date.

B. Premium Contributions: The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall be responsible for 20% of the dependents' cost of said insurance.

IV. FLEXIBLE SPENDING ACCOUNT: The County may provide flexible spending account programs. Employees may elect to participate.

V. RETIRED EMPLOYEES:

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

B. Hospital and Medical Insurance - Retired Employees. Health insurance medical coverage provided for retirees shall be the Itasca County High Deductible Plan (Option 1) $2,100/$4,200 in 2025 or High Deductible Plan (Option 2) $4,125/$8,250 in 2025, both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), or its equivalent.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

a. Uncapped Retirees: For employees hired prior 1/1/1994, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year.

When an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance premiums takes a position in a different AFSCME bargaining unit, the employee will continue as a NOT capped employee in the new AFSCME bargaining unit.

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

b. Capped Retirees: For employees hired after 1/1/1994, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

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

c. Medicare Transition: When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency

cost shall come from the retiree unless or until their health insurance cap is exhausted.

VI. INSURANCE ADVISORY COMMITTEE:

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

AFSCME Local 639	2 representatives
AFSCME Local 1626	2 representatives
AFSCME Local 1452	2 representatives
AFSCME Local 580	2 representatives
Itasca County Non-Contract Employees	1 representative
Itasca County. Elected Officials/Dept. Heads.	1 representative
Itasca County Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca County Confidential Employees' Assoc.	1 representative
Itasca County Managers Assoc.	1 representative
Itasca County Health and Human Services Supv. Assoc.	1 representative

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

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

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

V. POST RETIREMENT HEALTHCARE SAVINGS PLAN:
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 4% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

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

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

ARTICLE 18. SEPARABILITY

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

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

ARTICLE 19. DRUG AND ALCOHOL TESTING

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

ARTICLE 20. DURATION OF AGREEMENT

Section A. Except as otherwise provided, this Agreement shall continue in full force and effect until December 31, 2027. Either of the parties shall be required to submit written notice at least 90 days prior to termination of the Agreement for the purpose of negotiating a new Agreement. If settlement on a new agreement cannot be reached within the provided 90 days, the present Agreement shall remain in effect until a new settlement has been reached.

Itasca County Board of Commissioners	Local 580, AFSCME, AFL-CIO
Casey Venema, County Board Chair	Betsy Whirley, Local 580 President
Brett Skyles County Administrator	Leann Stoll, Union Staff Representative

APPENDIX A – PAY PLAN

APPENDIX A										
01/01/2025 580 ANNUAL PAY PLAN				9.00%	on 2024 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$19.96	$20.67	$21.35	$22.08	$22.86	$23.65	$24.55	$25.51	$26.44	GRADE 1
GRADE 2	$20.43	$21.11	$21.84	$22.62	$23.38	$24.19	$25.10	$26.08	$27.08	GRADE 2
GRADE 3	$20.97	$21.67	$22.43	$23.21	$24.01	$24.86	$25.81	$26.80	$27.81	GRADE 3
GRADE 4	$21.65	$22.41	$23.16	$23.99	$24.84	$25.70	$26.69	$27.72	$28.73	GRADE 4
GRADE 5	$22.38	$23.15	$23.94	$24.79	$25.66	$26.60	$27.58	$28.66	$29.74	GRADE 5
GRADE 6	$23.15	$23.96	$24.79	$25.66	$26.60	$27.52	$28.59	$29.66	$30.80	GRADE 6
GRADE 7	$24.19	$25.05	$25.93	$26.86	$27.82	$28.82	$29.90	$31.04	$32.25	GRADE 7
GRADE 8	$25.48	$26.35	$27.28	$28.26	$29.27	$30.33	$31.48	$32.71	$33.98	GRADE 8
GRADE 9	$26.94	$27.87	$28.85	$29.88	$30.93	$32.08	$33.29	$34.60	$35.95	GRADE 9
GRADE 10	$28.61	$29.63	$30.73	$31.81	$32.96	$34.15	$35.45	$36.84	$38.27	GRADE 10
GRADE 11	$30.47	$31.59	$32.71	$33.90	$35.12	$36.43	$37.84	$39.29	$40.83	GRADE 11
GRADE 12	$32.69	$33.88	$35.10	$36.41	$37.74	$39.13	$40.62	$42.23	$43.85	GRADE 12
GRADE 13	$35.27	$36.52	$37.88	$39.27	$40.71	$42.23	$43.89	$45.57	$47.37	GRADE 13
GRADE 14	$38.07	$39.47	$40.94	$42.44	$44.04	$45.66	$47.45	$49.31	$51.23	GRADE 14
GRADE 15	$41.29	$42.85	$44.41	$46.09	$47.81	$49.60	$51.55	$53.56	$54.27	GRADE 15
GRADE 16	$45.13	$46.79	$48.57	$50.38	$52.31	$54.27	$56.39	$58.60	$60.89	GRADE 16
GRADE 17	$49.40	$51.23	$53.17	$55.20	$57.26	$59.44	$61.76	$64.17	$66.71	GRADE 17
GRADE 18	$54.06	$56.10	$58.25	$60.43	$62.74	$65.09	$67.68	$70.34	$73.11	GRADE 18
	IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A										
01/01/2025 580 ANNUAL PAY PLAN				9.00%	on 2024 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$41,516.80	$42,993.60	$44,408.00	$45,926.40	$47,548.80	$49,192.00	$51,064.00	$53,060.80	$54,995.20	GRADE 1
GRADE 2	$42,494.40	$43,908.80	$45,427.20	$47,049.60	$48,630.40	$50,315.20	$52,208.00	$54,246.40	$56,326.40	GRADE 2
GRADE 3	$43,617.60	$45,073.60	$46,654.40	$48,276.80	$49,940.80	$51,708.80	$53,684.80	$55,744.00	$57,844.80	GRADE 3
GRADE 4	$45,032.00	$46,612.80	$48,172.80	$49,899.20	$51,667.20	$53,456.00	$55,515.20	$57,657.60	$59,758.40	GRADE 4
GRADE 5	$46,550.40	$48,152.00	$49,795.20	$51,563.20	$53,372.80	$55,328.00	$57,366.40	$59,612.80	$61,859.20	GRADE 5
GRADE 6	$48,152.00	$49,836.80	$51,563.20	$53,372.80	$55,328.00	$57,241.60	$59,467.20	$61,692.80	$64,064.00	GRADE 6
GRADE 7	$50,315.20	$52,104.00	$53,934.40	$55,868.80	$57,865.60	$59,945.60	$62,192.00	$64,563.20	$67,080.00	GRADE 7
GRADE 8	$52,998.40	$54,808.00	$56,742.40	$58,780.80	$60,881.60	$63,086.40	$65,478.40	$68,036.80	$70,678.40	GRADE 8
GRADE 9	$56,035.20	$57,969.60	$60,008.00	$62,150.40	$64,334.40	$66,726.40	$69,243.20	$71,968.00	$74,776.00	GRADE 9
GRADE 10	$59,508.80	$61,630.40	$63,918.40	$66,164.80	$68,556.80	$71,032.00	$73,736.00	$76,627.20	$79,601.60	GRADE 10
GRADE 11	$63,377.60	$65,707.20	$68,036.80	$70,512.00	$73,049.60	$75,774.40	$78,707.20	$81,723.20	$84,926.40	GRADE 11
GRADE 12	$67,995.20	$70,470.40	$73,008.00	$75,732.80	$78,499.20	$81,390.40	$84,489.60	$87,838.40	$91,208.00	GRADE 12
GRADE 13	$73,361.60	$75,961.60	$78,790.40	$81,681.60	$84,676.80	$87,838.40	$91,291.20	$94,785.60	$98,529.60	GRADE 13
GRADE 14	$79,185.60	$82,097.60	$85,155.20	$88,275.20	$91,603.20	$94,972.80	$98,696.00	$102,564.80	$106,558.40	GRADE 14
GRADE 15	$85,883.20	$89,128.00	$92,372.80	$95,867.20	$99,444.80	$103,168.00	$107,224.00	$111,404.80	$112,881.60	GRADE 15
GRADE 16	$93,870.40	$97,323.20	$101,025.60	$104,790.40	$108,804.80	$112,881.60	$117,291.20	$121,888.00	$126,651.20	GRADE 16
GRADE 17	$102,752.00	$106,558.40	$110,593.60	$114,816.00	$119,100.80	$123,635.20	$128,460.80	$133,473.60	$138,756.80	GRADE 17
GRADE 18	$112,444.80	$116,688.00	$121,160.00	$125,694.40	$130,499.20	$135,387.20	$140,774.40	$146,307.20	$152,068.80	GRADE 18
	IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A										
01/01/2026 580 ANNUAL PAY PLAN			3.50%	on 2025 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$21.39	$22.10	$22.85	$23.66	$24.48	$25.41	$26.40	$27.37	$28.33	GRADE 1
GRADE 2	$21.85	$22.60	$23.41	$24.20	$25.04	$25.98	$26.99	$28.03	$29.01	GRADE 2
GRADE 3	$22.43	$23.22	$24.02	$24.85	$25.73	$26.71	$27.74	$28.78	$29.79	GRADE 3
GRADE 4	$23.19	$23.97	$24.83	$25.71	$26.60	$27.62	$28.69	$29.74	$30.78	GRADE 4
GRADE 5	$23.96	$24.78	$25.66	$26.56	$27.53	$28.55	$29.66	$30.78	$31.86	GRADE 5
GRADE 6	$24.80	$25.66	$26.56	$27.53	$28.48	$29.59	$30.70	$31.88	$33.00	GRADE 6
GRADE 7	$25.93	$26.84	$27.80	$28.79	$29.83	$30.95	$32.13	$33.38	$34.55	GRADE 7
GRADE 8	$27.27	$28.23	$29.25	$30.29	$31.39	$32.58	$33.85	$35.17	$36.40	GRADE 8
GRADE 9	$28.85	$29.86	$30.93	$32.01	$33.20	$34.46	$35.81	$37.21	$38.51	GRADE 9
GRADE 10	$30.67	$31.81	$32.92	$34.11	$35.35	$36.69	$38.13	$39.61	$41.00	GRADE 10
GRADE 11	$32.70	$33.85	$35.09	$36.35	$37.71	$39.16	$40.67	$42.26	$43.74	GRADE 11
GRADE 12	$35.07	$36.33	$37.68	$39.06	$40.50	$42.04	$43.71	$45.38	$46.97	GRADE 12
GRADE 13	$37.80	$39.21	$40.64	$42.13	$43.71	$45.43	$47.16	$49.03	$50.75	GRADE 13
GRADE 14	$40.85	$42.37	$43.93	$45.58	$47.26	$49.11	$51.04	$53.02	$54.88	GRADE 14
GRADE 15	$44.35	$45.96	$47.70	$49.48	$51.34	$53.35	$55.43	$56.17	$58.14	GRADE 15
GRADE 16	$48.43	$50.27	$52.14	$54.14	$56.17	$58.36	$60.65	$63.02	$65.23	GRADE 16
GRADE 17	$53.02	$55.03	$57.13	$59.26	$61.52	$63.92	$66.42	$69.04	$71.46	GRADE 17
GRADE 18	$58.06	$60.29	$62.55	$64.94	$67.37	$70.05	$72.80	$75.67	$78.32	GRADE 18

APPENDIX A										
01/01/2026 580 ANNUAL PAY PLAN				3.50%	on 2025 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$44,491.20	$45,968.00	$47,528.00	$49,212.80	$50,918.40	$52,852.80	$54,912.00	$56,929.60	$58,926.40	GRADE 1
GRADE 2	$45,448.00	$47,008.00	$48,692.80	$50,336.00	$52,083.20	$54,038.40	$56,139.20	$58,302.40	$60,340.80	GRADE 2
GRADE 3	$46,654.40	$48,297.60	$49,961.60	$51,688.00	$53,518.40	$55,556.80	$57,699.20	$59,862.40	$61,963.20	GRADE 3
GRADE 4	$48,235.20	$49,857.60	$51,646.40	$53,476.80	$55,328.00	$57,449.60	$59,675.20	$61,859.20	$64,022.40	GRADE 4
GRADE 5	$49,836.80	$51,542.40	$53,372.80	$55,244.80	$57,262.40	$59,384.00	$61,692.80	$64,022.40	$66,268.80	GRADE 5
GRADE 6	$51,584.00	$53,372.80	$55,244.80	$57,262.40	$59,238.40	$61,547.20	$63,856.00	$66,310.40	$68,640.00	GRADE 6
GRADE 7	$53,934.40	$55,827.20	$57,824.00	$59,883.20	$62,046.40	$64,376.00	$66,830.40	$69,430.40	$71,864.00	GRADE 7
GRADE 8	$56,721.60	$58,718.40	$60,840.00	$63,003.20	$65,291.20	$67,766.40	$70,408.00	$73,153.60	$75,712.00	GRADE 8
GRADE 9	$60,008.00	$62,108.80	$64,334.40	$66,580.80	$69,056.00	$71,676.80	$74,484.80	$77,396.80	$80,100.80	GRADE 9
GRADE 10	$63,793.60	$66,164.80	$68,473.60	$70,948.80	$73,528.00	$76,315.20	$79,310.40	$82,388.80	$85,280.00	GRADE 10
GRADE 11	$68,016.00	$70,408.00	$72,987.20	$75,608.00	$78,436.80	$81,452.80	$84,593.60	$87,900.80	$90,979.20	GRADE 11
GRADE 12	$72,945.60	$75,566.40	$78,374.40	$81,244.80	$84,240.00	$87,443.20	$90,916.80	$94,390.40	$97,697.60	GRADE 12
GRADE 13	$78,624.00	$81,556.80	$84,531.20	$87,630.40	$90,916.80	$94,494.40	$98,092.80	$101,982.40	$105,560.00	GRADE 13
GRADE 14	$84,968.00	$88,129.60	$91,374.40	$94,806.40	$98,300.80	$102,148.80	$106,163.20	$110,281.60	$114,150.40	GRADE 14
GRADE 15	$92,248.00	$95,596.80	$99,216.00	$102,918.40	$106,787.20	$110,968.00	$115,294.40	$116,833.60	$120,931.20	GRADE 15
GRADE 16	$100,734.40	$104,561.60	$108,451.20	$112,611.20	$116,833.60	$121,388.80	$126,152.00	$131,081.60	$135,678.40	GRADE 16
GRADE 17	$110,281.60	$114,462.40	$118,830.40	$123,260.80	$127,961.60	$132,953.60	$138,153.60	$143,603.20	$148,636.80	GRADE 17
GRADE 18	$120,764.80	$125,403.20	$130,104.00	$135,075.20	$140,129.60	$145,704.00	$151,424.00	$157,393.60	$162,905.60	GRADE 18

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

APPENDIX A										
01/01/2027 580 ANNUAL PAY PLAN			3.50%	on 2026 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.87	$23.65	$24.49	$25.34	$26.30	$27.32	$28.33	$29.32	$30.35	GRADE 1
GRADE 2	$23.39	$24.23	$25.05	$25.92	$26.89	$27.93	$29.01	$30.03	$31.08	GRADE 2
GRADE 3	$24.03	$24.86	$25.72	$26.63	$27.64	$28.71	$29.79	$30.83	$31.91	GRADE 3
GRADE 4	$24.81	$25.70	$26.61	$27.53	$28.59	$29.69	$30.78	$31.86	$32.98	GRADE 4
GRADE 5	$25.65	$26.56	$27.49	$28.49	$29.55	$30.70	$31.86	$32.98	$34.13	GRADE 5
GRADE 6	$26.56	$27.49	$28.49	$29.48	$30.63	$31.77	$33.00	$34.16	$35.36	GRADE 6
GRADE 7	$27.78	$28.77	$29.80	$30.87	$32.03	$33.25	$34.55	$35.76	$37.01	GRADE 7
GRADE 8	$29.22	$30.27	$31.35	$32.49	$33.72	$35.03	$36.40	$37.67	$38.99	GRADE 8
GRADE 9	$30.91	$32.01	$33.13	$34.36	$35.67	$37.06	$38.51	$39.86	$41.26	GRADE 9
GRADE 10	$32.92	$34.07	$35.30	$36.59	$37.97	$39.46	$41.00	$42.44	$43.93	GRADE 10
GRADE 11	$35.03	$36.32	$37.62	$39.03	$40.53	$42.09	$43.74	$45.27	$46.85	GRADE 11
GRADE 12	$37.60	$39.00	$40.43	$41.92	$43.51	$45.24	$46.97	$48.61	$50.31	GRADE 12
GRADE 13	$40.58	$42.06	$43.60	$45.24	$47.02	$48.81	$50.75	$52.53	$54.37	GRADE 13
GRADE 14	$43.85	$45.47	$47.18	$48.91	$50.83	$52.83	$54.88	$56.80	$58.79	GRADE 14
GRADE 15	$47.57	$49.37	$51.21	$53.14	$55.22	$57.37	$58.14	$60.17	$62.28	GRADE 15
GRADE 16	$52.03	$53.96	$56.03	$58.14	$60.40	$62.77	$65.23	$67.51	$69.87	GRADE 16
GRADE 17	$56.96	$59.13	$61.33	$63.67	$66.16	$68.74	$71.46	$73.96	$76.55	GRADE 17
GRADE 18	$62.40	$64.74	$67.21	$69.73	$72.50	$75.35	$78.32	$81.06	$83.90	GRADE 18

APPENDIX A										
01/01/2027 580 ANNUAL PAY PLAN				3.50%	on 2026 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$47,569.60	$49,192.00	$50,939.20	$52,707.20	$54,704.00	$56,825.60	$58,926.40	$60,985.60	$63,128.00	GRADE 1
GRADE 2	$48,651.20	$50,398.40	$52,104.00	$53,913.60	$55,931.20	$58,094.40	$60,340.80	$62,462.40	$64,646.40	GRADE 2
GRADE 3	$49,982.40	$51,708.80	$53,497.60	$55,390.40	$57,491.20	$59,716.80	$61,963.20	$64,126.40	$66,372.80	GRADE 3
GRADE 4	$51,604.80	$53,456.00	$55,348.80	$57,262.40	$59,467.20	$61,755.20	$64,022.40	$66,268.80	$68,598.40	GRADE 4
GRADE 5	$53,352.00	$55,244.80	$57,179.20	$59,259.20	$61,464.00	$63,856.00	$66,268.80	$68,598.40	$70,990.40	GRADE 5
GRADE 6	$55,244.80	$57,179.20	$59,259.20	$61,318.40	$63,710.40	$66,081.60	$68,640.00	$71,052.80	$73,548.80	GRADE 6
GRADE 7	$57,782.40	$59,841.60	$61,984.00	$64,209.60	$66,622.40	$69,160.00	$71,864.00	$74,380.80	$76,980.80	GRADE 7
GRADE 8	$60,777.60	$62,961.60	$65,208.00	$67,579.20	$70,137.60	$72,862.40	$75,712.00	$78,353.60	$81,099.20	GRADE 8
GRADE 9	$64,292.80	$66,580.80	$68,910.40	$71,468.80	$74,193.60	$77,084.80	$80,100.80	$82,908.80	$85,820.80	GRADE 9
GRADE 10	$68,473.60	$70,865.60	$73,424.00	$76,107.20	$78,977.60	$82,076.80	$85,280.00	$88,275.20	$91,374.40	GRADE 10
GRADE 11	$72,862.40	$75,545.60	$78,249.60	$81,182.40	$84,302.40	$87,547.20	$90,979.20	$94,161.60	$97,448.00	GRADE 11
GRADE 12	$78,208.00	$81,120.00	$84,094.40	$87,193.60	$90,500.80	$94,099.20	$97,697.60	$101,108.80	$104,644.80	GRADE 12
GRADE 13	$84,406.40	$87,484.80	$90,688.00	$94,099.20	$97,801.60	$101,524.80	$105,560.00	$109,262.40	$113,089.60	GRADE 13
GRADE 14	$91,208.00	$94,577.60	$98,134.40	$101,732.80	$105,726.40	$109,886.40	$114,150.40	$118,144.00	$122,283.20	GRADE 14
GRADE 15	$98,945.60	$102,689.60	$106,516.80	$110,531.20	$114,857.60	$119,329.60	$120,931.20	$125,153.60	$129,542.40	GRADE 15
GRADE 16	$108,222.40	$112,236.80	$116,542.40	$120,931.20	$125,632.00	$130,561.60	$135,678.40	$140,420.80	$145,329.60	GRADE 16
GRADE 17	$118,476.80	$122,990.40	$127,566.40	$132,433.60	$137,612.80	$142,979.20	$148,636.80	$153,836.80	$159,224.00	GRADE 17
GRADE 18	$129,792.00	$134,659.20	$139,796.80	$145,038.40	$150,800.00	$156,728.00	$162,905.60	$168,604.80	$174,512.00	GRADE 18

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

APPENDIX B – RETIREES

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

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Itasca County
Minnesota

and

Council 65
AFSCME
Minnesota, South Dakota, North Dakota

REPRESENTING:

EMPLOYEES OF LOCAL UNION #580
(HEALTH AND HUMAN SERVICES UNIT)

January1, 2025-December 31, 2027

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT 1
ARTICLE 2. RESPONSIBILITIES OF PARTIES 1
ARTICLE 3. DEFINITION OF REGULAR EMPLOYEE AND EMPLOYER 2
ARTICLE 4. RECOGNITION 2
ARTICLE 5. FAIR SHARE FEE, PAYROLL DEDUCTION 3
ARTICLE 6. HOURS OF WORK, LUNCH PERIOD AND REST PERIODS 3
ARTICLE 7. HOLIDAYS 5
ARTICLE 8. VACATION 6
ARTICLE 9. SICK LEAVE 7
ARTICLE 10. BEREAVEMENT LEAVE 9
ARTICLE 11. LEAVES OF ABSENCE 9
ARTICLE 12. SENIORITY 10
ARTICLE 13. SUSPENSION AND DISCHARGE 13
ARTICLE 14. GRIEVANCE PROCEDURE 13
ARTICLE 15. PAY PLAN 15
ARTICLE 16. GENERAL PROVISIONS 16
ARTICLE 17. GROUP INSURANCE BENEFITS 16
ARTICLE 18. SEPARABILITY 23
ARTICLE 19. DRUG AND ALCOHOL TESTING 23
ARTICLE 20. DURATION OF AGREEMENT 23
APPENDIX A – PAY PLAN 25
APPENDIX B – RETIREES 28

AGREEMENT

This Agreement, dated the first day of January in the year of 2025 is entered into between the County of Itasca, hereinafter referred to as the Employer, and Local #580 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE 1. PURPOSE OF AGREEMENT

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

Section B. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by the employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE 2. RESPONSIBILITIES OF PARTIES

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

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

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

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

1. The Employer will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.

2. The applicable procedure of this Agreement will be followed for the settlement of all grievances which shall be considered carefully and processed promptly in accordance with procedures provided herein.

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

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

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

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

ARTICLE 3. DEFINITION OF REGULAR EMPLOYEE AND EMPLOYER

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

Section B. The Employer is the Itasca County Board of Commissioners.

ARTICLE 4. RECOGNITION

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

excluding the Human Services Director and the Social Welfare Supervisor positions as managerial employees, and excluding confidential and supervisory employees.

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

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

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

ARTICLE 5. FAIR SHARE FEE, PAYROLL DEDUCTION

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

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

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

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

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

Section B. The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and workdays for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

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

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

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

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

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

1. If an employee is called back to the worksite after completing the regular workday or is called out to a worksite during the employee's regular scheduled time and/or day off, the employee shall receive a minimum of 2 hours pay at the straight hourly rate.

2. Emergency technical support: If an employee receives a phone call, text message or other communication from authorized individuals outside the hours of their scheduled shift that is beyond de minimis under the Fair Labor Standards Act (FLSA), the employee shall receive 1 ½ time for all time worked with a minimum of 1 hour of pay.

3. If an employee is required to work the greater of the hours detailed in 1 & 2 above, the employee will not receive call-out pay but will be paid at 1 ½ time for all hours worked based on the starting time of the call-out.

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

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

ARTICLE 7. HOLIDAYS

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

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

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

Section C. When a paid holiday falls during an employee's scheduled vacation that day will be compensated as a holiday off and the employee will not be charged vacation for that day.

Section D. Eligibility for Floating Holiday: Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday May 1st and 1 floating holiday September 1st.

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

ARTICLE 8. VACATION

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

Completed Years of Service	Rate of Accumulation of Vacation Hours Per Pay Period of Work	Number of Working Hours of Vacation Time Earned Per Yr
0 – 5	3.693 hours	96.018 hours
6 – 10	5.539	144.014
11-19	7.385	192.010
Beginning w/ 20th year	7.693	200.018

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

Section C. In the month of January of each calendar year, department heads shall consult with all regular employees entitled to vacation, and from such consultation, a vacation schedule shall be established for February 1 through January 31 of the following year. In determining the vacation schedule, the wishes of the employee shall be respected, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among employees. Vacation requests received after February 1st will be considered in order of receipt, however, same day requests will be granted to the most senior employee. Approved vacations shall be honored.

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

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

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

ARTICLE 9. SICK LEAVE

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

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

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

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

Family member is defined as:

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

Section C. In the event of an employee's death while employed for the county, 100% of his/her accrued sick leave shall be paid out to the surviving spouse or to the estate of the

employee who passed away. Any payment made upon termination due to death shall be paid in accordance with federal and state regulations.

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

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

An employee will not receive severance pay if:

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

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

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

For Public Health nurses hired prior to January 1, 1994, the maximum County payment for the 70%-dollar value of an employee's accumulated unused sick leave (severance pay) shall be $20,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $20,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

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

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

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

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

ARTICLE 10. BEREAVEMENT LEAVE

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

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

Each instance of bereavement time must be used within 365 days of a passing and bereavement may be split if burial is happening at a later date.

ARTICLE 11. LEAVES OF ABSENCE

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

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

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

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

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

Section E.

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

ARTICLE 12. SENIORITY

Section A. Seniority standing shall be granted to all employees who have attained permanent status by completing 6 months of a probationary period. The seniority date of employees attaining such permanent status shall be the first day of employment. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder. Seniority lists shall be brought up-to-date on March 1st of each calendar year. A copy of the seniority list shall be sent by mail to the President of the Union and Business Agent.

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

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

Section C.

1. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off, by classification, in the inverse order of their seniority, provided all probationary, temporary, emergency, provisional or limited term employees are laid off first.

2. Employees shall be recalled from layoff to a position in the classification according to their classification seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled. There shall be 3 year recall limit on layoffs.

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

4. Equal Seniority. If 2 or more persons in the class in which layoff occurs have equal seniority, the order of layoff shall be in inverse order of the date of acquisition of permanent status in the class. If a tie still remains, the order of layoff shall be determined by the average of the last 2 service ratings, if available, or the last service rating if only 1 is available and the employee with the lowest such average or rating shall be laid off first. If no service ratings are available, the order of layoff shall be determined by the appointing authority in such a way as to retain in the agency the employee(s) considered most valuable.

5. Notice. The appointing authority shall notify in writing the employee and the supervisor at least 10 working days before the effective date of the layoff and shall state the reason for the layoff. If the appointing authority fails to certify before the effective date thereof that the layoff was for reasons not reflecting discredit on the employee, it shall be deemed a dismissal and shall be subject to the rules regarding dismissal.

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

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

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

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

Section G. An employee of the 580 bargaining unit who transfers to a county position outside of the 580 bargaining unit, shall have their earned 580 bargaining unit seniority frozen. Current 580 bargaining unit employees shall be given priority in filling 580 vacancies over other county employees. An employee returning to a position within the 580 bargaining unit shall be credited with their previously earned 580 bargaining unit seniority. An employee returning to the 580 bargaining unit shall not be eligible for transfer to other 580 bargaining unit positions for a period of six (6) months from their return date and shall have a permanent adjusted seniority date for purposes of transfer, position reduction, or lay-off. The employee's overall seniority from date of hire shall be applicable for all other employee benefits. The Employer shall be held harmless for unintentional errors in employee records under this Section.

ARTICLE 13. SUSPENSION AND DISCHARGE

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

ARTICLE 14. GRIEVANCE PROCEDURE

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

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

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

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

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

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

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

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

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

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

Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made,

providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 15. PAY PLAN

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

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

Section C. The compensation schedule for personnel of the Itasca County Health and Human Service Department shall be the following schedule to be effective January 1, 2025, through December 31, 2027 as listed below and in accordance with the compensation plan attached to this Agreement as Appendix A.

Employees of this bargaining Agreement will receive:

-Effective 01/01/2025 a 9% increase
-Effective 01/01/2026 a 3.5% increase and a drop step of 3.5%
-Effective 01/01/2027 a 3.5% increase and a drop step of 3.5%.

Definition of Drop Step: For the years 2026-2027 Drop existing first step and add new top step for each classification in the bargaining unit with a 3.5% increase being added to the new top step. The result is employees at the existing first step would move to the new first step. All other employees shall drop back one step and would advance a step forward on their hire date anniversary.

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

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

Section F. When an employee voluntarily accepts a demotion to a lower grade, the employee shall be paid at the step in the lower class which is equal to or next higher than the employee's current pay.

ARTICLE 16. GENERAL PROVISIONS

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

Section B. Employees will be covered and eligible for Earned Sick and Safe Time as outlined in the County's Earned Sick and Safe Time Policy, established in compliance with MN State Statute 181.

ARTICLE 17. GROUP INSURANCE BENEFITS

SECTION A. Eligibility.

I. ACTIVE EMPLOYEES: All regular county employees shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed. Employees shall be eligible for County paid life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed and signed by the employee. They shall be eligible for dental insurance on the first day of the month following the date of employment, provided all necessary application forms have been completed and signed by the employee. Authorized sick leave, vacation time, compensatory time, any other paid time shall be counted as working time for such eligibility for dental insurance. Also, authorized sick leave, vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are eligible due to a qualified life event.

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

Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

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

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

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

III. RETIRED EMPLOYEE: Definition: "retire" or "to retire" means leaving Itasca County employment at a time when the employee has at least 10 years of service in Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County. The 10-year requirement will not apply to individuals employed by the County prior to March 1, 2025.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled or retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits.

SECTION B. Coverage.

I. GROUP LIFE INSURANCE:

ACTIVE EMPLOYEES: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

II. GROUP HOSPITAL AND MEDICAL INSURANCE:

ACTIVE EMPLOYEES:

A. Plan Options: The High Deductible Plan (Option 1) $2,100/$4,200 in 2025 or High Deductible Plan (Option 2) $4,125/$8,250 in 2025, both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), shall be the hospital- medical insurance coverage for all eligible employees under this bargaining agreement. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

B. Premium Contributions: The premium participation for said plans shall be 80% by the Employer and 20% by the employee. The 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.

C. Deductible Contributions: The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will be responsible for 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. 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 pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid- year. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

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

III. GROUP DENTAL INSURANCE ACTIVE EMPLOYEES:

A. Plan Option: The Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent with maximum annual benefit of $1,500 per person. For new hired or rehired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or rehire date.

B. Premium Contributions: The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall be responsible for 20% of the dependents' cost of said insurance.

IV. FLEXIBLE SPENDING ACCOUNT: The County may provide flexible spending account programs. Employees may elect to participate.

V. RETIRED EMPLOYEES:

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

B. Hospital and Medical Insurance - Retired Employees. Health insurance medical coverage provided for retirees shall be the Itasca County High Deductible Plan (Option 1) $2,100/$4,200 in 2025 or High Deductible Plan (Option 2) $4,125/$8,250 in 2025, both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), or its equivalent.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

a. Uncapped Retirees: For employees hired prior 1/1/1994, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year.

When an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance premiums takes a position in a different AFSCME bargaining unit, the employee will continue as a NOT capped employee in the new AFSCME bargaining unit.

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

b. Capped Retirees: For employees hired after 1/1/1994, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

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

c. Medicare Transition: When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency

cost shall come from the retiree unless or until their health insurance cap is exhausted.

VI. INSURANCE ADVISORY COMMITTEE:

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

AFSCME Local 639	2 representatives
AFSCME Local 1626	2 representatives
AFSCME Local 1452	2 representatives
AFSCME Local 580	2 representatives
Itasca County Non-Contract Employees	1 representative
Itasca County. Elected Officials/Dept. Heads.	1 representative
Itasca County Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca County Confidential Employees' Assoc.	1 representative
Itasca County Managers Assoc.	1 representative
Itasca County Health and Human Services Supv. Assoc.	1 representative

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

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

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

V. POST RETIREMENT HEALTHCARE SAVINGS PLAN:
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 4% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

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

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

ARTICLE 18. SEPARABILITY

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

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

ARTICLE 19. DRUG AND ALCOHOL TESTING

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

ARTICLE 20. DURATION OF AGREEMENT

Section A. Except as otherwise provided, this Agreement shall continue in full force and effect until December 31, 2027. Either of the parties shall be required to submit written notice at least 90 days prior to termination of the Agreement for the purpose of negotiating a new Agreement. If settlement on a new agreement cannot be reached within the provided 90 days, the present Agreement shall remain in effect until a new settlement has been reached.

Itasca County Board
of Commissioners

Casey Venema, County Board Chair

Brett Skyles
County Administrator

Local 580, AFSCME, AFL-CIO

Betsy Whirley, Local 580 President

Leann Stoll, Union Staff Representative

APPENDIX A – PAY PLAN

APPENDIX A										
01/01/2025 580 ANNUAL PAY PLAN				9.00%	on 2024 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$19.96	$20.67	$21.35	$22.08	$22.86	$23.65	$24.55	$25.51	$26.44	GRADE 1
GRADE 2	$20.43	$21.11	$21.84	$22.62	$23.38	$24.19	$25.10	$26.08	$27.08	GRADE 2
GRADE 3	$20.97	$21.67	$22.43	$23.21	$24.01	$24.86	$25.81	$26.80	$27.81	GRADE 3
GRADE 4	$21.65	$22.41	$23.16	$23.99	$24.84	$25.70	$26.69	$27.72	$28.73	GRADE 4
GRADE 5	$22.38	$23.15	$23.94	$24.79	$25.66	$26.60	$27.58	$28.66	$29.74	GRADE 5
GRADE 6	$23.15	$23.96	$24.79	$25.66	$26.60	$27.52	$28.59	$29.66	$30.80	GRADE 6
GRADE 7	$24.19	$25.05	$25.93	$26.86	$27.82	$28.82	$29.90	$31.04	$32.25	GRADE 7
GRADE 8	$25.48	$26.35	$27.28	$28.26	$29.27	$30.33	$31.48	$32.71	$33.98	GRADE 8
GRADE 9	$26.94	$27.87	$28.85	$29.88	$30.93	$32.08	$33.29	$34.60	$35.95	GRADE 9
GRADE 10	$28.61	$29.63	$30.73	$31.81	$32.96	$34.15	$35.45	$36.84	$38.27	GRADE 10
GRADE 11	$30.47	$31.59	$32.71	$33.90	$35.12	$36.43	$37.84	$39.29	$40.83	GRADE 11
GRADE 12	$32.69	$33.88	$35.10	$36.41	$37.74	$39.13	$40.62	$42.23	$43.85	GRADE 12
GRADE 13	$35.27	$36.52	$37.88	$39.27	$40.71	$42.23	$43.89	$45.57	$47.37	GRADE 13
GRADE 14	$38.07	$39.47	$40.94	$42.44	$44.04	$45.66	$47.45	$49.31	$51.23	GRADE 14
GRADE 15	$41.29	$42.85	$44.41	$46.09	$47.81	$49.60	$51.55	$53.56	$54.27	GRADE 15
GRADE 16	$45.13	$46.79	$48.57	$50.38	$52.31	$54.27	$56.39	$58.60	$60.89	GRADE 16
GRADE 17	$49.40	$51.23	$53.17	$55.20	$57.26	$59.44	$61.76	$64.17	$66.71	GRADE 17
GRADE 18	$54.06	$56.10	$58.25	$60.43	$62.74	$65.09	$67.68	$70.34	$73.11	GRADE 18
	IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A										
01/01/2025 580 ANNUAL PAY PLAN				9.00%	on 2024 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$41,516.80	$42,993.60	$44,408.00	$45,926.40	$47,548.80	$49,192.00	$51,064.00	$53,060.80	$54,995.20	GRADE 1
GRADE 2	$42,494.40	$43,908.80	$45,427.20	$47,049.60	$48,630.40	$50,315.20	$52,208.00	$54,246.40	$56,326.40	GRADE 2
GRADE 3	$43,617.60	$45,073.60	$46,654.40	$48,276.80	$49,940.80	$51,708.80	$53,684.80	$55,744.00	$57,844.80	GRADE 3
GRADE 4	$45,032.00	$46,612.80	$48,172.80	$49,899.20	$51,667.20	$53,456.00	$55,515.20	$57,657.60	$59,758.40	GRADE 4
GRADE 5	$46,550.40	$48,152.00	$49,795.20	$51,563.20	$53,372.80	$55,328.00	$57,366.40	$59,612.80	$61,859.20	GRADE 5
GRADE 6	$48,152.00	$49,836.80	$51,563.20	$53,372.80	$55,328.00	$57,241.60	$59,467.20	$61,692.80	$64,064.00	GRADE 6
GRADE 7	$50,315.20	$52,104.00	$53,934.40	$55,868.80	$57,865.60	$59,945.60	$62,192.00	$64,563.20	$67,080.00	GRADE 7
GRADE 8	$52,998.40	$54,808.00	$56,742.40	$58,780.80	$60,881.60	$63,086.40	$65,478.40	$68,036.80	$70,678.40	GRADE 8
GRADE 9	$56,035.20	$57,969.60	$60,008.00	$62,150.40	$64,334.40	$66,726.40	$69,243.20	$71,968.00	$74,776.00	GRADE 9
GRADE 10	$59,508.80	$61,630.40	$63,918.40	$66,164.80	$68,556.80	$71,032.00	$73,736.00	$76,627.20	$79,601.60	GRADE 10
GRADE 11	$63,377.60	$65,707.20	$68,036.80	$70,512.00	$73,049.60	$75,774.40	$78,707.20	$81,723.20	$84,926.40	GRADE 11
GRADE 12	$67,995.20	$70,470.40	$73,008.00	$75,732.80	$78,499.20	$81,390.40	$84,489.60	$87,838.40	$91,208.00	GRADE 12
GRADE 13	$73,361.60	$75,961.60	$78,790.40	$81,681.60	$84,676.80	$87,838.40	$91,291.20	$94,785.60	$98,529.60	GRADE 13
GRADE 14	$79,185.60	$82,097.60	$85,155.20	$88,275.20	$91,603.20	$94,972.80	$98,696.00	$102,564.80	$106,558.40	GRADE 14
GRADE 15	$85,883.20	$89,128.00	$92,372.80	$95,867.20	$99,444.80	$103,168.00	$107,224.00	$111,404.80	$112,881.60	GRADE 15
GRADE 16	$93,870.40	$97,323.20	$101,025.60	$104,790.40	$108,804.80	$112,881.60	$117,291.20	$121,888.00	$126,651.20	GRADE 16
GRADE 17	$102,752.00	$106,558.40	$110,593.60	$114,816.00	$119,100.80	$123,635.20	$128,460.80	$133,473.60	$138,756.80	GRADE 17
GRADE 18	$112,444.80	$116,688.00	$121,160.00	$125,694.40	$130,499.20	$135,387.20	$140,774.40	$146,307.20	$152,068.80	GRADE 18
	IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A										
01/01/2026 580 ANNUAL PAY PLAN			3.50%	on 2025 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$21.39	$22.10	$22.85	$23.66	$24.48	$25.41	$26.40	$27.37	$28.33	GRADE 1
GRADE 2	$21.85	$22.60	$23.41	$24.20	$25.04	$25.98	$26.99	$28.03	$29.01	GRADE 2
GRADE 3	$22.43	$23.22	$24.02	$24.85	$25.73	$26.71	$27.74	$28.78	$29.79	GRADE 3
GRADE 4	$23.19	$23.97	$24.83	$25.71	$26.60	$27.62	$28.69	$29.74	$30.78	GRADE 4
GRADE 5	$23.96	$24.78	$25.66	$26.56	$27.53	$28.55	$29.66	$30.78	$31.86	GRADE 5
GRADE 6	$24.80	$25.66	$26.56	$27.53	$28.48	$29.59	$30.70	$31.88	$33.00	GRADE 6
GRADE 7	$25.93	$26.84	$27.80	$28.79	$29.83	$30.95	$32.13	$33.38	$34.55	GRADE 7
GRADE 8	$27.27	$28.23	$29.25	$30.29	$31.39	$32.58	$33.85	$35.17	$36.40	GRADE 8
GRADE 9	$28.85	$29.86	$30.93	$32.01	$33.20	$34.46	$35.81	$37.21	$38.51	GRADE 9
GRADE 10	$30.67	$31.81	$32.92	$34.11	$35.35	$36.69	$38.13	$39.61	$41.00	GRADE 10
GRADE 11	$32.70	$33.85	$35.09	$36.35	$37.71	$39.16	$40.67	$42.26	$43.74	GRADE 11
GRADE 12	$35.07	$36.33	$37.68	$39.06	$40.50	$42.04	$43.71	$45.38	$46.97	GRADE 12
GRADE 13	$37.80	$39.21	$40.64	$42.13	$43.71	$45.43	$47.16	$49.03	$50.75	GRADE 13
GRADE 14	$40.85	$42.37	$43.93	$45.58	$47.26	$49.11	$51.04	$53.02	$54.88	GRADE 14
GRADE 15	$44.35	$45.96	$47.70	$49.48	$51.34	$53.35	$55.43	$56.17	$58.14	GRADE 15
GRADE 16	$48.43	$50.27	$52.14	$54.14	$56.17	$58.36	$60.65	$63.02	$65.23	GRADE 16
GRADE 17	$53.02	$55.03	$57.13	$59.26	$61.52	$63.92	$66.42	$69.04	$71.46	GRADE 17
GRADE 18	$58.06	$60.29	$62.55	$64.94	$67.37	$70.05	$72.80	$75.67	$78.32	GRADE 18

APPENDIX A										
01/01/2026 580 ANNUAL PAY PLAN				3.50%	on 2025 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$44,491.20	$45,968.00	$47,528.00	$49,212.80	$50,918.40	$52,852.80	$54,912.00	$56,929.60	$58,926.40	GRADE 1
GRADE 2	$45,448.00	$47,008.00	$48,692.80	$50,336.00	$52,083.20	$54,038.40	$56,139.20	$58,302.40	$60,340.80	GRADE 2
GRADE 3	$46,654.40	$48,297.60	$49,961.60	$51,688.00	$53,518.40	$55,556.80	$57,699.20	$59,862.40	$61,963.20	GRADE 3
GRADE 4	$48,235.20	$49,857.60	$51,646.40	$53,476.80	$55,328.00	$57,449.60	$59,675.20	$61,859.20	$64,022.40	GRADE 4
GRADE 5	$49,836.80	$51,542.40	$53,372.80	$55,244.80	$57,262.40	$59,384.00	$61,692.80	$64,022.40	$66,268.80	GRADE 5
GRADE 6	$51,584.00	$53,372.80	$55,244.80	$57,262.40	$59,238.40	$61,547.20	$63,856.00	$66,310.40	$68,640.00	GRADE 6
GRADE 7	$53,934.40	$55,827.20	$57,824.00	$59,883.20	$62,046.40	$64,376.00	$66,830.40	$69,430.40	$71,864.00	GRADE 7
GRADE 8	$56,721.60	$58,718.40	$60,840.00	$63,003.20	$65,291.20	$67,766.40	$70,408.00	$73,153.60	$75,712.00	GRADE 8
GRADE 9	$60,008.00	$62,108.80	$64,334.40	$66,580.80	$69,056.00	$71,676.80	$74,484.80	$77,396.80	$80,100.80	GRADE 9
GRADE 10	$63,793.60	$66,164.80	$68,473.60	$70,948.80	$73,528.00	$76,315.20	$79,310.40	$82,388.80	$85,280.00	GRADE 10
GRADE 11	$68,016.00	$70,408.00	$72,987.20	$75,608.00	$78,436.80	$81,452.80	$84,593.60	$87,900.80	$90,979.20	GRADE 11
GRADE 12	$72,945.60	$75,566.40	$78,374.40	$81,244.80	$84,240.00	$87,443.20	$90,916.80	$94,390.40	$97,697.60	GRADE 12
GRADE 13	$78,624.00	$81,556.80	$84,531.20	$87,630.40	$90,916.80	$94,494.40	$98,092.80	$101,982.40	$105,560.00	GRADE 13
GRADE 14	$84,968.00	$88,129.60	$91,374.40	$94,806.40	$98,300.80	$102,148.80	$106,163.20	$110,281.60	$114,150.40	GRADE 14
GRADE 15	$92,248.00	$95,596.80	$99,216.00	$102,918.40	$106,787.20	$110,968.00	$115,294.40	$116,833.60	$120,931.20	GRADE 15
GRADE 16	$100,734.40	$104,561.60	$108,451.20	$112,611.20	$116,833.60	$121,388.80	$126,152.00	$131,081.60	$135,678.40	GRADE 16
GRADE 17	$110,281.60	$114,462.40	$118,830.40	$123,260.80	$127,961.60	$132,953.60	$138,153.60	$143,603.20	$148,636.80	GRADE 17
GRADE 18	$120,764.80	$125,403.20	$130,104.00	$135,075.20	$140,129.60	$145,704.00	$151,424.00	$157,393.60	$162,905.60	GRADE 18

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

APPENDIX A										
01/01/2027 580 ANNUAL PAY PLAN			3.50%	on 2026 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.87	$23.65	$24.49	$25.34	$26.30	$27.32	$28.33	$29.32	$30.35	GRADE 1
GRADE 2	$23.39	$24.23	$25.05	$25.92	$26.89	$27.93	$29.01	$30.03	$31.08	GRADE 2
GRADE 3	$24.03	$24.86	$25.72	$26.63	$27.64	$28.71	$29.79	$30.83	$31.91	GRADE 3
GRADE 4	$24.81	$25.70	$26.61	$27.53	$28.59	$29.69	$30.78	$31.86	$32.98	GRADE 4
GRADE 5	$25.65	$26.56	$27.49	$28.49	$29.55	$30.70	$31.86	$32.98	$34.13	GRADE 5
GRADE 6	$26.56	$27.49	$28.49	$29.48	$30.63	$31.77	$33.00	$34.16	$35.36	GRADE 6
GRADE 7	$27.78	$28.77	$29.80	$30.87	$32.03	$33.25	$34.55	$35.76	$37.01	GRADE 7
GRADE 8	$29.22	$30.27	$31.35	$32.49	$33.72	$35.03	$36.40	$37.67	$38.99	GRADE 8
GRADE 9	$30.91	$32.01	$33.13	$34.36	$35.67	$37.06	$38.51	$39.86	$41.26	GRADE 9
GRADE 10	$32.92	$34.07	$35.30	$36.59	$37.97	$39.46	$41.00	$42.44	$43.93	GRADE 10
GRADE 11	$35.03	$36.32	$37.62	$39.03	$40.53	$42.09	$43.74	$45.27	$46.85	GRADE 11
GRADE 12	$37.60	$39.00	$40.43	$41.92	$43.51	$45.24	$46.97	$48.61	$50.31	GRADE 12
GRADE 13	$40.58	$42.06	$43.60	$45.24	$47.02	$48.81	$50.75	$52.53	$54.37	GRADE 13
GRADE 14	$43.85	$45.47	$47.18	$48.91	$50.83	$52.83	$54.88	$56.80	$58.79	GRADE 14
GRADE 15	$47.57	$49.37	$51.21	$53.14	$55.22	$57.37	$58.14	$60.17	$62.28	GRADE 15
GRADE 16	$52.03	$53.96	$56.03	$58.14	$60.40	$62.77	$65.23	$67.51	$69.87	GRADE 16
GRADE 17	$56.96	$59.13	$61.33	$63.67	$66.16	$68.74	$71.46	$73.96	$76.55	GRADE 17
GRADE 18	$62.40	$64.74	$67.21	$69.73	$72.50	$75.35	$78.32	$81.06	$83.90	GRADE 18

APPENDIX A										
01/01/2027 580 ANNUAL PAY PLAN				3.50%	on 2026 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$47,569.60	$49,192.00	$50,939.20	$52,707.20	$54,704.00	$56,825.60	$58,926.40	$60,985.60	$63,128.00	GRADE 1
GRADE 2	$48,651.20	$50,398.40	$52,104.00	$53,913.60	$55,931.20	$58,094.40	$60,340.80	$62,462.40	$64,646.40	GRADE 2
GRADE 3	$49,982.40	$51,708.80	$53,497.60	$55,390.40	$57,491.20	$59,716.80	$61,963.20	$64,126.40	$66,372.80	GRADE 3
GRADE 4	$51,604.80	$53,456.00	$55,348.80	$57,262.40	$59,467.20	$61,755.20	$64,022.40	$66,268.80	$68,598.40	GRADE 4
GRADE 5	$53,352.00	$55,244.80	$57,179.20	$59,259.20	$61,464.00	$63,856.00	$66,268.80	$68,598.40	$70,990.40	GRADE 5
GRADE 6	$55,244.80	$57,179.20	$59,259.20	$61,318.40	$63,710.40	$66,081.60	$68,640.00	$71,052.80	$73,548.80	GRADE 6
GRADE 7	$57,782.40	$59,841.60	$61,984.00	$64,209.60	$66,622.40	$69,160.00	$71,864.00	$74,380.80	$76,980.80	GRADE 7
GRADE 8	$60,777.60	$62,961.60	$65,208.00	$67,579.20	$70,137.60	$72,862.40	$75,712.00	$78,353.60	$81,099.20	GRADE 8
GRADE 9	$64,292.80	$66,580.80	$68,910.40	$71,468.80	$74,193.60	$77,084.80	$80,100.80	$82,908.80	$85,820.80	GRADE 9
GRADE 10	$68,473.60	$70,865.60	$73,424.00	$76,107.20	$78,977.60	$82,076.80	$85,280.00	$88,275.20	$91,374.40	GRADE 10
GRADE 11	$72,862.40	$75,545.60	$78,249.60	$81,182.40	$84,302.40	$87,547.20	$90,979.20	$94,161.60	$97,448.00	GRADE 11
GRADE 12	$78,208.00	$81,120.00	$84,094.40	$87,193.60	$90,500.80	$94,099.20	$97,697.60	$101,108.80	$104,644.80	GRADE 12
GRADE 13	$84,406.40	$87,484.80	$90,688.00	$94,099.20	$97,801.60	$101,524.80	$105,560.00	$109,262.40	$113,089.60	GRADE 13
GRADE 14	$91,208.00	$94,577.60	$98,134.40	$101,732.80	$105,726.40	$109,886.40	$114,150.40	$118,144.00	$122,283.20	GRADE 14
GRADE 15	$98,945.60	$102,689.60	$106,516.80	$110,531.20	$114,857.60	$119,329.60	$120,931.20	$125,153.60	$129,542.40	GRADE 15
GRADE 16	$108,222.40	$112,236.80	$116,542.40	$120,931.20	$125,632.00	$130,561.60	$135,678.40	$140,420.80	$145,329.60	GRADE 16
GRADE 17	$118,476.80	$122,990.40	$127,566.40	$132,433.60	$137,612.80	$142,979.20	$148,636.80	$153,836.80	$159,224.00	GRADE 17
GRADE 18	$129,792.00	$134,659.20	$139,796.80	$145,038.40	$150,800.00	$156,728.00	$162,905.60	$168,604.80	$174,512.00	GRADE 18

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

APPENDIX B – RETIREES

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-356

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
2025-2027 Collective Bargaining Agreement – AFSCME Local 639 Emergency Communications Unit

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for AFSCME Local 639 Emergency Communications Unit

BACKGROUND:
The labor management committee has been negotiating the 2025-2027 collective bargaining agreement with AFSCME Local 639. This collective bargaining agreement has been voted on and approved by the AFSCME Local 639 Emergency Communications Unit and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025-2027 Collective Bargaining Agreement AFSCME Local 639 Draft

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

COLLECTIVE BARGAINING AGREEMENT BETWEEN

Itasca County
Minnesota

and

Council 65
AFSCME
Minnesota, South Dakota, North Dakota

REPRESENTING:

EMPLOYEES OF LOCAL UNION # 639

January 1, 2025-December 31, 2027

Table of Contents

ARTICLE 1. PREAMBLE AND PURPOSE OF AGREEMENT 1
ARTICLE 2. RECOGNITION 1
ARTICLE 3. UNION SECURITY 2
ARTICLE 4. EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY 3
ARTICLE 5. INDIVIDUAL RIGHTS 4
ARTICLE 6. WORK STOPPAGE LIMITATIONS 5
ARTICLE 7. GRIEVANCE PROCEDURE 5
ARTICLE 8. HOURS OF WORK - PREMIUM PAY 7
ARTICLE 9. HOLIDAY PROVISIONS 9
ARTICLE 10. SHIFT DIFFERENTIAL 10
ARTICLE 11. FIELD TRAINING OFFICER PAY 10
ARTICLE 12. VACATIONS 11
ARTICLE 13. SICK LEAVE 12
ARTICLE 14. LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS 13
ARTICLE 15. SENIORITY 14
ARTICLE 16. CLOTHING ALLOWANCE 16
ARTICLE 17. ELECTION DAYS 16
ARTICLE 18. MILITARY RESERVE TRAINING 16
ARTICLE 19. PAY PLAN 17
ARTICLE 20. GROUP INSURANCE PROGRAM 18
ARTICLE 21. ADMINISTRATIVE REQUIREMENTS 24
ARTICLE 22. LEAVES OF ABSENCE 25
ARTICLE 23. DRUG AND ALCOHOL TESTING 26
ARTICLE 24. TRAINING TIME 26
ARTICLE 25. MILITARY LEAVE POOL 26
ARTICLE 26. SEPARABILITY 28
ARTICLE 27. GENERAL PROVISIONS 29
ARTICLE 28. TERM OF AGREEMENT 29
ADDENDUM A – PAY PLANS 30

AGREEMENT

This agreement dated the first day of January 2025, entered into between the County of Itasca, hereinafter referred to as the Employer, and Local Union No. 639 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE 1. PREAMBLE AND PURPOSE OF AGREEMENT

Section 1. This memorandum of understanding, hereinafter referred to as the Agreement, is entered into between the County of Itasca, hereinafter called the Employer, and Local No. 639, American Federation of State, County and Municipal Employees, hereinafter called the Union. The intent and purpose of this Agreement is to:

1.1 Express, in written form, the complete Agreement between the parties on hours, wages, and all other conditions of employment.

1.2 Establish orderly procedures for the resolution of disputes.

1.3 Specify the full and complete understanding of the parties.

1.4 Maintain and improve greater individual productivity and quality of services.

1.5 Insure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. The parties recognize that this Agreement is not intended to modify any of the authority vested in the Itasca County Sheriff or the Itasca County Board of Commissioners.

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for a unit composed of all employees in the Sheriff's Department that are Emergency Communications Specialists, and Emergency Management Coordinator.

Section 2. The Union recognizes the labor relations representative designated by the Employer as the exclusive representative of the Employer and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the Union and the Employer shall be binding

upon the Employer unless the witnessed signature of the Employer's designated labor relations representative is affixed thereon.

Section 3. The Employer agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions set forth in this Agreement, except through certified representatives as designated in Article 3, Section 5.

ARTICLE 3. UNION SECURITY

Section 1. In recognition of the Union as the exclusive representative:

1.1 The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence in a timely fashion of receipt of dues authorization card after initial employment with the County, and

1.2 The Employer shall remit such deductions to AFSCME Council 65 with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

1.3 The Union shall provide the formula to recalculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in an electronic Excel format.

Section 2. Fair Share. The Union may collect a Fair Share Fee from bargaining unit members who choose not to become members of the Union. Any Fair Share Fee collected by the Union shall be accomplished in accordance with Minn. Stat. Sect. 179A.06, Subd. 3.

Section 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.

Section 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; and whenever any words are used in the plural, they shall also be construed to include the singular.

Section 5. The Union may designate certain employees from within the bargaining unit to act as stewards and shall, within 5 days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) upon execution of this Agreement.

5.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section subject to the following stipulation:

5.1.1 The Employer agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with approval of the Employer and they shall notify the Employer upon resumption of their work. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer and negotiation sessions with Employer relating to subsequent contracts.

5.2 Non-Employee business representatives of the Union, previously certified to the Employer as provided herein, may, with approval of the Employer, come on the premises of the Employer for purpose of negotiations or investigating and presenting grievances. The Union may use the Employer's premises or facilities for Union business with prior approval of the Employer.

5.3 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union election, Union election returns, Union appointments to office, and Union recreational or social affairs and other items specifically approved by the Employer.

ARTICLE 4. EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY

Section 1. The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to transfer personnel for just cause; to contract with vendors or others for goods and/or services so long as the act is performed in good faith, it represents a reasonable business decision and it does not subvert the agreement between the parties; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act (PELRA) of 1971.

Section 2. The Employer shall have the right to designate responsibility for employer functions required under this Agreement pursuant to applicable statutory provision and to designate representatives authorized to act on its behalf with respect to matters arising under this Agreement.

Section 3. Specifically, the County Board responsibility as Employer shall be limited to matters relating to maintenance of appropriate pay rates and payment thereof, specific fringe benefit authorizations in the area of insurance, vacation allowance, sick leave allowance, severance pay, holidays, and related economic computations. For all other matters covered in the Agreement, the Sheriff shall be considered the Employer.

Section 4. In the event that it is unclear as to the appropriate Employer authority, an employee or the Union may request that a determination be made as to the appropriate Employer for purposes of the particular dispute involved.

Such requests shall be submitted to the County Sheriff with a copy to the County Board or its designated representative. On receipt of such request, the County Board or its designated representative shall make a determination based on the facts of the issue as to the appropriate Employer and such determination shall be final. In the event that the County Board or its designated representative is determined to be the appropriate Employer for purposes of the matter at issue, then a grievance brought pursuant to Article 7 shall be processed through the employee's immediate supervisor who shall request that the County Human Resources Director sit in on the discussion of the grievance. In any case, not otherwise determined by the County Board or its designated representative, the Employer shall be deemed to be the Sheriff.

Section 5. Sections 3 and 4, above, are statements of policy and are not subject to the grievance procedure of this contract.

ARTICLE 5. INDIVIDUAL RIGHTS

Section 1. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion. The Union shall, upon request of the Employer, give evidence to the Employer that the membership in the Union constitutes a majority of employees in the unit as described in the Articles herein titled "Recognition" and "Pay Plan".

Section 2. In accordance with applicable law, the Employer and the Union agree to apply the provisions of this Agreement equally to all employees, without discrimination as to any protected class as defined in federal, state statute or rule.

ARTICLE 6. WORK STOPPAGE LIMITATIONS

Section 1. In recognition of the provisions included in this Agreement for a grievance procedure providing for arbitration to be used for resolution of disputes, the Union agrees that neither the Union, its officers or agent, nor any of the employees covered by this Agreement will engage in work stoppage. Any or all employees who violate the provisions of the Article will be subject to discharge or other discipline as appropriate under applicable Civil Service Rules and/or County policies.

ARTICLE 7. 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 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

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

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

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party

desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 8. HOURS OF WORK- PREMIUM PAY

Section 1. General

1.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay.

1.2 Employees assigned to a higher job class shall receive the higher rate of pay on a temporary or regular basis.

1.3 The Employer agrees that split shift work will not be scheduled for the employees covered by this Agreement except in case of emergency and in that event only for the time involved in the emergency.

1.4 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications. For purposes of this Article, classifications are defined as follows:

1. Emergency Communications Specialist
2. Emergency Management Coordinator

Section 2. Normal Workday and Week

2.1 The normal workday and work week for Emergency Communications Specialist employees shall consist of 12 hours per day and 80 hours per pay period, based on a consistent scheduling procedure.

2.2 The normal work period for Emergency Communications Specialists not assigned to a rotating shiftwork schedule shall consist of 80 hours per pay period based on a consistent scheduling procedure.

Section 3. Overtime

3.1 Overtime available shall first be offered to available, full-time employees by classification in which the overtime occurs.

3.2 Emergency Communications Specialists required to work in excess of their regularly scheduled shift or more than 80 hours per pay period shall be compensated for all such hours at 1½ times the employee's regular hourly rate of pay.

3.3 Assignment of overtime shall be at the discretion of the Employer and shall be divided as equally as practicable among all employees within their respective classifications.

3.4 All employees who work overtime shall have the option to be paid at the rate of 1½ times their regular hourly rate of pay for all overtime hours worked or take compensatory time off at the rate of 1 ½ hours off for each hour of overtime worked. Compensatory time off may be banked to a maximum of 84 hours. All compensatory time off must be approved by the employee's immediate supervisor. 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.

3.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 4. Call Outs

4.1 All employees when called out for non-scheduled work, shall be compensated at 1½ time rate per hour with a minimum of 2 hours compensation for each call out. In addition, all employees shall be compensated at 1½ time rate per hour for time put in for purposes of official business which occurs in hours other than their regular schedule. For purposes such as these, there shall be a minimum compensation of 2 hours at the 1½ time rate.

Section 5. Court Time

5.1 For any employee who is required to appear in court as part of his/her duty assignment at times other than their regular duty time, it is agreed that a minimum of 2 hours credit computed at overtime rates shall be earned and paid. Court time in excess of 2 hours at times other than regular duty time shall be paid also at a 1½ time rate. Employees required to place charges and sign complaints against persons arrested shall be reimbursed at a 1½ time rate for this time put in at times other than his/her regular duty time.

Section 6. Scheduling Procedures

6.1 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications.

Management agrees to follow the seniority for filling shifts for vacation and sick time call outs. Management will call in order of seniority and if no answer and not call back after 15 minutes, Management will consider this as a refusal and move down the list until filled. If the list has been exhausted, then a floater may be used to fill the vacancy. If the call out is less than two hours from the start of the shift, then Management reserves the right to assign as needed.

ARTICLE 9. HOLIDAY PROVISIONS

Section 1. All employees of the bargaining unit shall receive the following paid holidays provided said employees perform work or are on vacation in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled workday prior to and on their first scheduled workday following the holiday unless they have failed to work because of sickness or because of death in the immediate family or because of similar cause:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Indigenous People’s Day
9. Veterans Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve Day
13. Christmas Day
14. One Floating Holiday
15. Martin Luther King Day

Section 2. Provided when the following holidays fall on Sunday, the following day shall be a holiday. Provided when the following holidays fall on Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
June 19th - Juneteenth
July 4 - Independence Day
November 11 - Veterans 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.

Section 3. Whenever an employee is required to work on any holiday, they shall receive 1 ½ times the regular rate of pay for all such hours worked, in addition to their regular salary.

Shift work employees are entitled to holiday pay for shifts worked on the actual holiday.

Section 4. When a paid holiday falls on a scheduled day off or during the employee's vacation period, the employee shall receive 8 hours of holiday pay. For shift work employees, 1½ time holiday pay shall be payable on the day the shift commences on the day the holiday actually occurs.

Section 5. Initial employment probationary status employees cannot take floating holiday until the one-year probationary period has been successfully completed at which time the floating holiday is earned for the year in which the probationary period was completed. Floating holidays do not carry over. In the event of an employee with a hire date occurring in the timeframe of the last payroll of the year being run and the employee successfully completing the 1-year probation, the employee will be given a one-month extension from date of hire to take the floating holiday earned the first year. Thereafter, the employee must take floating holidays prior to the last payroll of the year being run or will lose the floating holiday.

ARTICLE 10. SHIFT DIFFERENTIAL

Section 1. Effective the first full pay period following the fully executed collective bargaining agreement, all employees shall be paid shift differential in the amount of $2.00 per hour for hours worked between 6PM and 6 AM. This shall apply also to all callouts under the same time frame.

ARTICLE 11. FIELD TRAINING OFFICER PAY

Section 1. Effective the first full pay period following the fully executed collective bargaining agreement, an Emergency Communications Specialist who is assigned Field

Training Officer duties shall be compensated at the rate of $2.00 per hour for all hours performing Field Officer Training duties for up to 12 weeks. Field Training-Officer Pay may be extended beyond 12 weeks only when approved by supervisor.

ARTICLE 12. VACATIONS

Section 1. All full-time employees shall earn vacation time and shall be paid vacation leave benefits at their current pay rate.

Section 2. Vacation benefits shall accrue each pay period in accordance with the following schedule and in which pay period the employee has worked or been on earned leave at least 50% of the time:

Vacation accrual shall be as follows:

Completed Months Of Service:	Rate of Accumulation of Vacation Hours Per Pay Period:
0-59 months	3.077 hrs
60-119 months	4.616 hrs
120-179 months	6.154 hrs
180+ months	7.693 hrs

Effective the first full pay period following the fully executed collective bargaining agreement, newly hired employees will be limited to using a maximum of 40 hours of accrued compensatory and vacation time during their first year of employment.

Section 3. The Employer agrees to post vacation schedule request lists and the first choice of vacation scheduling shall be given on a seniority basis within each division of the department. Where a system of second choice of time is required, such choice shall also be based on the seniority system within each division. The Employer has the right to limit the number of personnel in each division and in each grade who can be on vacation at any given time as necessary to maintain adequate personnel complement for the division.

Section 4. No employee shall exceed 248 hours of vacation accumulation after December 31 (including bonus vacation). In the event an employee has an accumulation of 248 hours prior to December 31, the employee shall have all hours in excess of 248 converted to a contribution to their post-retirement health care savings plan (HCSP). This contribution may not exceed 50 hours and all additional hours shall be lost.

Section 5. All regular Emergency Communications Specialists and Emergency Management Coordinator who have accumulated 600 hours of sick leave shall be granted a bonus vacation and sick leave as set forth in Article 13, Sick leave.

ARTICLE 13. SICK LEAVE

Section 1. All full-time Emergency Communications Specialists and Emergency Management Coordinator, shall earn sick leave at the rate of 3.693 hours per pay period accumulated to an annual maximum of 1,000 working hours in which pay period the employee has worked or has been on earned leave at least 50% of the time.

Section 2. 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.

Sick leave usage shall be subject to approval and verification by the Employer, and the employee may be required to furnish a report from a recognized physician or mental health authority satisfactory to the Employer attesting to the necessity of the leave and such other information as the Employer deems necessary to establish the employee's fitness for employment.

Section 3. Sick leave benefits shall be paid at the employee's current rate of pay.

Section 4. Bonus Vacation. All Emergency Communications Specialists and Emergency Management Coordinator shall earn 1.847 hours bonus vacation for any pay period in which the employee has not used sick leave, providing the beginning balance of sick leave is 600 hours or more.

Section 5. Bereavement Leave. Regular employees shall be allowed up to 3 shifts off with pay based on normal hours of shift assignment in case of death in the immediate family. Immediate family shall mean Domestic partner or Guardian, a brother, sister, son, daughter, father, mother, grandchild, grandparent or spouse of either the employee or the employee's spouse. 2 additional shifts maybe 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. Each instance of bereavement time must be used

within 365 days of a passing and bereavement may be split if burial is happening at a later date.

Section 6. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall receive as severance pay 75% of the employee's accumulated but unused sick leave from first day of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits, and shall be paid, at the employee's option, in 1 lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall apply the 25% balance of unused sick leave to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Any payments made upon termination due to death will be paid in accordance with State and Federal Regulations. In the event of an active employee's death, 100% of his/her accrued sick leave shall be paid out to the surviving spouse or to the estate of the employee who has passed away.

An employee will not receive severance pay if:

6.1 The employee has less than 5 years of continuous service with Itasca County; or

6.2 The employee is terminated by the Employer for cause.

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.

ARTICLE 14. LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

Section 1. The parties recognize that employees working in the Sheriffs Office and covered by this Agreement face a high potential for injury due to the nature of their employment. Such employee who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury while in performance of assigned duties shall be compensated in an amount equal to the difference between the employee's regular net rate of pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to 240 times the employee's regular hourly rate of pay per disabling injury. To be eligible for

Worker's Compensation pursuant to this Section, the disabling injury must have been incurred while performing services for the County.

ARTICLE 15. SENIORITY

Section 1.

1.1 The Employer shall maintain seniority lists as of the effective date of this Agreement structured by each work classification to include and rank, in order of highest to lowest seniority, all regular full-time employees in the bargaining unit and will provide said list to the Union upon request.

Seniority standing shall be granted to all employees who have completed the required probationary period (12 months) and have attained regular full-time status with the department. The initial probationary period shall commence on the first day of employment with the department. Upon successful completion of the initial probationary period, seniority and anniversary date of each employee attaining regular full-time status shall revert back to the first day of employment. Seniority accrues from date of hire. Seniority freezes at date of leave of absence and unfreezes as of first day back to employment regardless if returned to work full or part time.

Any employee who is awarded a posting for another bargaining unit position in a different classification or pay grade, shall be subject to a trial period during which the Employer shall assess the employee's performance, abilities and competencies, and shall provide quarterly written assessments. If, within the first 6 months in the new position, the employee desires to return to their previous position, written notification to the Sheriff and the Union president shall be required, and the employee shall be re-assigned within 30 calendar days of the notice, if a position is open at that time. If no vacancy is available, the Sheriff shall ask the employee if they wish to return when the next available slot opens up in the employee's previous job classification and shall return the employee without the formal posting if the employee indicates a desire to return. If the Employer determines that the employee is not meeting standards of expectations, written notice shall also be provided of the re-assignment back to their previous position, and this action shall not be considered a reprimand, or a grievable action. The trial period for a transfer or promotion shall be 12 months.

An employee who is transferred or promoted to a position outside this bargaining unit shall maintain, but shall not accrue, additional classification seniority in classification(s) held by the employee within this bargaining unit,

so long as the employee continued to be employed by Itasca County Sheriff's office.

1.2 There shall be three types of seniority established by the Agreement; they are:

1.21 Service Seniority, which shall be the total length of continuous service with the County as a regular employee. Regular employee is a member of the exclusively recognized bargaining unit as defined in the Article entitled "Recognition" who has completed the initial probationary period.

1.22 Department Seniority, which shall be the total length of service within the Sheriff's Department.

1.23 Classification Seniority which shall be the total length of service within a work classification.

1.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.

1.4 Regular part-time employees will accumulate seniority according to the hours actually worked.

Section 2.

Seniority shall determine the order of:

2.1 Layoff, which shall be by classification in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any other employee in any equal or lower ranked classification with less department seniority, provided that the employee who is exercising bumping rights shall be qualified to perform the duties of the classification into which he/she is bumping. Employees who have maintained classification seniority within this bargaining unit may exercise their seniority to bump back into a classification within this bargaining unit in the event of layoff from a position outside this unit. Employees shall be given a 14-day notice prior to being laid off. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Sheriff to the specific position into which the employee intends to bump.

2.2 Recall from lay-off, which shall be by classification within a department, in inverse order of layoff, provided, that, if an employee does not return to work within two weeks of recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for 2 years, at which time all rights to recall shall terminate.

2.3 Emergency, provisional, and limited term employees in the same classification shall precede regular employees in layoff. No new employees shall be hired in a work classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

Section 3. Within Grade Transfers - Posting of Vacancies - Prior to appointing any persons from outside the bargaining unit, all vacancies shall be posted for a minimum of 7 calendar days. Employees currently serving in the same job classification as the vacancy will submit in writing a request to the Sheriff to be appointed to the vacant position.

When training, work record, job performance and experience are equal, seniority shall prevail as the final determining factor in awarding the position.

ARTICLE 16. CLOTHING ALLOWANCE

Section 1. The Employer shall supply all clothing necessary in the execution of his/her duties to include uniform pants, shirt, tie, jacket and any additional uniform clothing necessary to carrying out the employee's duties.

ARTICLE 17. ELECTION DAYS

Section 1. Time off for voting will be as per MS 204C.04 or as amended.

ARTICLE 18. MILITARY RESERVE TRAINING

Section 1. In accordance with state and federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at the employee's current base pay rate for the period of the active duty required for such training, not to exceed 15 calendar days.

ARTICLE 19. PAY PLAN

Section 1. The pay rates set forth on the attached schedules entitled Sheriff's Department Pay Plan are made a part of this Agreement, and shall apply for the duration of this Agreement, with effective dates as indicated on Addendum A, except as otherwise indicated in this Article. Employees in this bargaining unit shall effective 1/1/25 be moved to the uniform pay schedule (580-1626).

Employees in this bargaining unit shall receive the following:

-Effective 01/01/2025 a 9.00% increase;
-Effective 01/01/2026 a 3.5% increase and a drop step of 3.5%
-Effective 01/01/2027 a 3.5% increase and a drop step of 3.5%.

Definition of Drop Step: For the years 2026 and 2027: Drop existing first step and add new top step for each classification in the bargaining unit. All employees shall drop back one step and advance back forward on their hire date anniversary.

Section 2. Compensation complies with the Itasca County Classification and Compensation Policy Section B(1); see Addendum A (Pay Plan).

Section 3. New employees who are considered so qualified by education or previous work experience may, with the recommendation of the department head and approval by the County Administrator, be started in a step higher than the first step of the pay grade, but no higher than step three.

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

The definition of an anniversary date shall be the first day of employment for any employee who has worked 12 months of continuous employment.

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 shall be paid at the step in the lower class which is equal to or next higher than the employee's current pay.

Section 4. The Employer agrees to comply with a cost-of-living increase on the basis of $.02 per hour for each point of cost-of-living increase on all items of all cities on a quarterly basis (CPI-W). The increase shall be computed with respect to the Consumer Price Index as of January 1, 1975. The first effective date of any such increase shall be January 1, 1986. Such increase in cost of living shall be automatically implemented and enrolled in the employee's base rate.

Cost-of-living shall be frozen for the contract years 2025, 2026, 2027.

This clause will not be effective for the duration of this contract. Thereafter the clause will be automatically reinstated. The first cost of living adjustment will be applied using the same quarterly months and corresponding then current CPI figures for any adjustments as in the past.

ARTICLE 20. GROUP INSURANCE PROGRAM

SECTION 1. Eligibility.

1.1 ACTIVE EMPLOYEES: All regular county employees shall be eligible for hospital/medical insurance benefits from the first date of employment, provided all necessary application forms have been completed. Employees shall be eligible for County paid life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed. They shall be eligible for dental insurance on the first day of the month following the date of employment, provided all necessary application forms have been completed. Authorized sick leave, vacation time, compensatory time, any other paid time shall be counted as working time for such eligibility for dental insurance. Also, authorized sick leave, vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

Employees in regular positions, who have opted not to be covered by hospital/medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are eligible due to a qualified life event.

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

Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

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

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

1.2 TOTAL DISABILITY: All regular employees who qualify for a total disability pension under the eligibility stipulations set by the Minnesota Public Employees Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his/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.

1.3 RETIRED EMPLOYEE: Definition: "retiree" or "to retire" means leaving Itasca County employment at a time when the employee has at least 10 years of service in Itasca County employment and will be eligible for a PERA retirement annuity upon leaving the service of Itasca County. The 10-year requirement will not apply to individuals employed by the County prior to March 1, 2025.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled or retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits.

SECTION B. Coverage.

1.1 GROUP LIFE INSURANCE:

ACTIVE EMPLOYEES: The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

1.2 GROUP HOSPITAL AND MEDICAL INSURANCE:

A. ACTIVE EMPLOYEES:

I. Plan Options: The High Deductible Plan (Option 1) $2,100/$4,200 in 2025 or High Deductible Plan (Option 2) $4,125/$8,250 in 2025, both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), shall be the hospital- medical insurance coverage for all eligible employees under this bargaining agreement. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

II. Premium Contributions: The premium participation for said plans shall be 80% by the Employer and 20% by the employee. The 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.

III. Deductible Contributions: The Employer will pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Employee will be responsible for 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan. 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 pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid- year. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employee's who are enrolled in the health insurance plan for the year.

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

1.3 GROUP DENTAL INSURANCE ACTIVE EMPLOYEES:

I. Plan Option: The Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent with maximum annual benefit of $1,500 per person. For new hired or rehired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or rehire date.

II. Premium Contributions: The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall be responsible for 20% of the dependents' cost of said insurance.

III. FLEXIBLE SPENDING ACCOUNT:
The County may provide flexible spending account programs. Employees may elect to participate.

B.: RETIRED EMPLOYEES:

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

II. Hospital and Medical Insurance - Retired Employees. Health insurance medical coverage provided for retirees shall be the Itasca County High Deductible Plan (Option 1) $2,100/$4,200 in 2025 or High Deductible Plan (Option 2) $4,125/$8,250 in 2025 both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), or its equivalent.

(Note: The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles. As a result, 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.)

1. Uncapped Retirees: For employees hired prior to 1/1/1998, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year.

   When an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance premiums takes a position in a different AFSCME bargaining unit, the employee will continue as a NOT capped employee in the new AFSCME bargaining unit.

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

2. Capped Retirees: For employees hired after 1/1/1998 the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

   Local 639: The maximum County payment for retirement group insurance premiums shall not exceed $10,000.

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

1.6 INSURANCE ADVISORY COMMITTEE

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

AFSCME Local 639	2 representatives
AFSCME Local 1626	2 representatives

AFSCME Local 1452	2 representatives
AFSCME Local 580	2 representatives
Itasca County Non-Contract Employees	1 representative
Itasca County. Elected Officials/Dept. Heads.	1 representative
Itasca County Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca County Confidential Employees' Assoc.	1 representative
Itasca County Managers Assoc.	1 representative
Itasca County Health and Human Services Supv. Assoc.	1 representative

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

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

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

Section 9 - Post Health Care Savings Plan

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

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

9.2 Effective the first payroll following the execution of this collective bargaining agreement, the employer shall contribute the equivalent of 1.25% of all wages into the Post Health Care Savings Plan each pay period after 1 year of employment effective on the employee's anniversary date of hire, or the next pay period.

ARTICLE 21. ADMINISTRATIVE REQUIREMENTS

Section 1. Pay Periods and Pay Dates. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday.

The pay period shall be a period of two consecutive weeks commencing at 12:01 a.m. Sunday of the first day of such period and ending at 11:59 p.m. on Saturday of said 2 week period.

Section 2. Changes in employment status of regular employees shall be processed submitted to Human Resources in writing by the department head not less than 10 regular working days before the end of the pay period for which such changes become effective; otherwise, reflection of such changes in employment status will be delayed until the next ensuing pay period.

Section 3. 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 county auditor by the employee concerned not later than 10 days before the end of the pay period for which such deduction or change is effective.

Section 4. Jury Duty. Whenever any 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 be paid to 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.

ARTICLE 22. LEAVES OF ABSENCE

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

Section B. 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.

Section C. 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.

Section D. Extended Leave: After an employee has used all accumulated earned leave and any available FMLA protected leave on a consecutive basis, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed six months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time

will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

Section E. Personal Leave of Absence:

1. A leave of absence without pay may be granted by the department head for a period not to exceed 10 days in each calendar year.
2. A leave of absence in excess of 10 working days may be granted by the County Administrator.
3. No leaves of absence shall be granted for an employee to engage in other employment.

ARTICLE 23. DRUG AND ALCOHOL TESTING

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 24. TRAINING TIME

Attendance at department-mandated training shall be paid time. For employees holding a full-time or part-time peace officer license required for their position, up to 24 hours per year of attendance at state-mandated training necessary to maintain the employee's license certification shall be paid time. The schedule of training attendance shall be subject to the sheriff's approval. Paid training time shall count as hours worked for purposes of computing overtime eligibility under Article 8.

ARTICLE 25. MILITARY LEAVE POOL

Local 639 employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Local 639 Military Leave Pool with usage limited to Local 639 members.
Itasca County may pay to each employee who is an eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active-duty military salary and the salary the member would be paid as an active County employee, including any adjustments the employee would have received if not on leave of absence.

Payment may be made only to a person whose basic active-duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be

based on the employee's regular work week.[1] Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

Payment under this Policy must not exceed beyond four years from the date the employee was ordered to active service, plus any additional time the employee may be legally required to serve OR until the MLP is depleted-whichever occurs first.[2]

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

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to Payroll and shall be recorded on the Local 639 Employee's Military Leave Donation form during each year in January or during the occurring month of donation. To submit donated contribution, complete the payroll form.[3]

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.[4]

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 balances[5] must submit

---

[1] No reimbursement beyond the normal work week, i.e. employee normally works 42.75 hours/week, reimbursement will be based on 42.75 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] Payroll will create the necessary forms.

[4] Presumes the MLP is available for future military leaves even after Operating 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?

written request with documentation of current military salary to Courthouse or Human Services Payroll.[6]

Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits.[7]

Employees on military leave with orders to serve military time in the local area (within Itasca County geographical boundaries) must fulfill 40 hours working for the military and/or the County in order to be eligible to draw from the MLP.[8]

Employees on military leave with orders to serve military time outside of the local area (outside of Itasca County geographical boundaries) must serve 40 hours working for the military in order to be eligible to draw from the MLP.

ARTICLE 26. SEPARABILITY

Section 1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of the Agreement are separable, and, if any phrase, clauses, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

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

---

[5] This presumes the Board wants to mandate the use of vacation and comp time before giving Military Leave Pool donations.

[6] Does 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

[7] 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."

[8] Language addresses those who may be on local duty with time available to work.

ARTICLE 27. GENERAL PROVISIONS

Section 1. Employees will be covered and eligible for Earned Sick and Safe Time as outlined in the County's Earned Sick and Safe Time Policy, established in accordance with MN State Statute 181.

Section 2. The parties agree that the weather event provision in the statutory Earned Sick and Safe Time (ESST) Leave law outlined in Minnesota Statute Section 181.9447, subdivision 1, clause (4) is waived as to its application for all positions in the bargaining unit.

ARTICLE 28. TERM OF AGREEMENT

Except as otherwise provided, this Agreement shall be in full force and effect from January 1, 2025, to December 31, 2027, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least 60 days prior to December 31 that it desires to modify or terminate this Agreement. The present contract shall remain in force in the event settlement for the ensuing contract year has not been reached at the time this contract expires.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed this ___ day of _____, _____.

Dated this ___ day of _____, _____

Itasca County

By: _____
Brett Skyles, County Administrator

By: _____
Casey Venema, Board Chair

Dated this ___ day of _____, _____

American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Local No. 639

By: _____
Leann Stoll, Council Labor Representative

By: _____
Jeremy Hanson, Local 639 President

ADDENDUM A – PAY PLANS

APPENDIX A										
01/01/2025 639 ANNUAL PAY PLAN				9.00%	on 2024 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$19.96	$20.67	$21.35	$22.08	$22.86	$23.65	$24.55	$25.51	$26.44	GRADE 1
GRADE 2	$20.43	$21.11	$21.84	$22.62	$23.38	$24.19	$25.10	$26.08	$27.08	GRADE 2
GRADE 3	$20.97	$21.67	$22.43	$23.21	$24.01	$24.86	$25.81	$26.80	$27.81	GRADE 3
GRADE 4	$21.65	$22.41	$23.16	$23.99	$24.84	$25.70	$26.69	$27.72	$28.73	GRADE 4
GRADE 5	$22.38	$23.15	$23.94	$24.79	$25.66	$26.60	$27.58	$28.66	$29.74	GRADE 5
GRADE 6	$23.15	$23.96	$24.79	$25.66	$26.60	$27.52	$28.59	$29.66	$30.80	GRADE 6
GRADE 7	$24.19	$25.05	$25.93	$26.86	$27.82	$28.82	$29.90	$31.04	$32.25	GRADE 7
GRADE 8	$25.48	$26.35	$27.28	$28.26	$29.27	$30.33	$31.48	$32.71	$33.98	GRADE 8
GRADE 9	$26.94	$27.87	$28.85	$29.88	$30.93	$32.08	$33.29	$34.60	$35.95	GRADE 9
GRADE 10	$28.61	$29.63	$30.73	$31.81	$32.96	$34.15	$35.45	$36.84	$38.27	GRADE 10
GRADE 11	$30.47	$31.59	$32.71	$33.90	$35.12	$36.43	$37.84	$39.29	$40.83	GRADE 11
GRADE 12	$32.69	$33.88	$35.10	$36.41	$37.74	$39.13	$40.62	$42.23	$43.85	GRADE 12
GRADE 13	$35.27	$36.52	$37.88	$39.27	$40.71	$42.23	$43.89	$45.57	$47.37	GRADE 13
GRADE 14	$38.07	$39.47	$40.94	$42.44	$44.04	$45.66	$47.45	$49.31	$51.23	GRADE 14
GRADE 15	$41.29	$42.85	$44.41	$46.09	$47.81	$49.60	$51.55	$53.56	$54.27	GRADE 15
GRADE 16	$45.13	$46.79	$48.57	$50.38	$52.31	$54.27	$56.39	$58.60	$60.89	GRADE 16
GRADE 17	$49.40	$51.23	$53.17	$55.20	$57.26	$59.44	$61.76	$64.17	$66.71	GRADE 17
GRADE 18	$54.06	$56.10	$58.25	$60.43	$62.74	$65.09	$67.68	$70.34	$73.11	GRADE 18
	IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A										
01/01/2025 639 ANNUAL PAY PLAN				9.00%	on 2024 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$41,516.80	$42,993.60	$44,408.00	$45,926.40	$47,548.80	$49,192.00	$51,064.00	$53,060.80	$54,995.20	GRADE 1
GRADE 2	$42,494.40	$43,908.80	$45,427.20	$47,049.60	$48,630.40	$50,315.20	$52,208.00	$54,246.40	$56,326.40	GRADE 2
GRADE 3	$43,617.60	$45,073.60	$46,654.40	$48,276.80	$49,940.80	$51,708.80	$53,684.80	$55,744.00	$57,844.80	GRADE 3
GRADE 4	$45,032.00	$46,612.80	$48,172.80	$49,899.20	$51,667.20	$53,456.00	$55,515.20	$57,657.60	$59,758.40	GRADE 4
GRADE 5	$46,550.40	$48,152.00	$49,795.20	$51,563.20	$53,372.80	$55,328.00	$57,366.40	$59,612.80	$61,859.20	GRADE 5
GRADE 6	$48,152.00	$49,836.80	$51,563.20	$53,372.80	$55,328.00	$57,241.60	$59,467.20	$61,692.80	$64,064.00	GRADE 6
GRADE 7	$50,315.20	$52,104.00	$53,934.40	$55,868.80	$57,865.60	$59,945.60	$62,192.00	$64,563.20	$67,080.00	GRADE 7
GRADE 8	$52,998.40	$54,808.00	$56,742.40	$58,780.80	$60,881.60	$63,086.40	$65,478.40	$68,036.80	$70,678.40	GRADE 8
GRADE 9	$56,035.20	$57,969.60	$60,008.00	$62,150.40	$64,334.40	$66,726.40	$69,243.20	$71,968.00	$74,776.00	GRADE 9
GRADE 10	$59,508.80	$61,630.40	$63,918.40	$66,164.80	$68,556.80	$71,032.00	$73,736.00	$76,627.20	$79,601.60	GRADE 10
GRADE 11	$63,377.60	$65,707.20	$68,036.80	$70,512.00	$73,049.60	$75,774.40	$78,707.20	$81,723.20	$84,926.40	GRADE 11
GRADE 12	$67,995.20	$70,470.40	$73,008.00	$75,732.80	$78,499.20	$81,390.40	$84,489.60	$87,838.40	$91,208.00	GRADE 12
GRADE 13	$73,361.60	$75,961.60	$78,790.40	$81,681.60	$84,676.80	$87,838.40	$91,291.20	$94,785.60	$98,529.60	GRADE 13
GRADE 14	$79,185.60	$82,097.60	$85,155.20	$88,275.20	$91,603.20	$94,972.80	$98,696.00	$102,564.80	$106,558.40	GRADE 14
GRADE 15	$85,883.20	$89,128.00	$92,372.80	$95,867.20	$99,444.80	$103,168.00	$107,224.00	$111,404.80	$112,881.60	GRADE 15
GRADE 16	$93,870.40	$97,323.20	$101,025.60	$104,790.40	$108,804.80	$112,881.60	$117,291.20	$121,888.00	$126,651.20	GRADE 16
GRADE 17	$102,752.00	$106,558.40	$110,593.60	$114,816.00	$119,100.80	$123,635.20	$128,460.80	$133,473.60	$138,756.80	GRADE 17
GRADE 18	$112,444.80	$116,688.00	$121,160.00	$125,694.40	$130,499.20	$135,387.20	$140,774.40	$146,307.20	$152,068.80	GRADE 18
	IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.									

APPENDIX A										
01/01/2026 639 ANNUAL PAY PLAN			3.50%	on 2025 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$21.39	$22.10	$22.85	$23.66	$24.48	$25.41	$26.40	$27.37	$28.33	GRADE 1
GRADE 2	$21.85	$22.60	$23.41	$24.20	$25.04	$25.98	$26.99	$28.03	$29.01	GRADE 2
GRADE 3	$22.43	$23.22	$24.02	$24.85	$25.73	$26.71	$27.74	$28.78	$29.79	GRADE 3
GRADE 4	$23.19	$23.97	$24.83	$25.71	$26.60	$27.62	$28.69	$29.74	$30.78	GRADE 4
GRADE 5	$23.96	$24.78	$25.66	$26.56	$27.53	$28.55	$29.66	$30.78	$31.86	GRADE 5
GRADE 6	$24.80	$25.66	$26.56	$27.53	$28.48	$29.59	$30.70	$31.88	$33.00	GRADE 6
GRADE 7	$25.93	$26.84	$27.80	$28.79	$29.83	$30.95	$32.13	$33.38	$34.55	GRADE 7
GRADE 8	$27.27	$28.23	$29.25	$30.29	$31.39	$32.58	$33.85	$35.17	$36.40	GRADE 8
GRADE 9	$28.85	$29.86	$30.93	$32.01	$33.20	$34.46	$35.81	$37.21	$38.51	GRADE 9
GRADE 10	$30.67	$31.81	$32.92	$34.11	$35.35	$36.69	$38.13	$39.61	$41.00	GRADE 10
GRADE 11	$32.70	$33.85	$35.09	$36.35	$37.71	$39.16	$40.67	$42.26	$43.74	GRADE 11
GRADE 12	$35.07	$36.33	$37.68	$39.06	$40.50	$42.04	$43.71	$45.38	$46.97	GRADE 12
GRADE 13	$37.80	$39.21	$40.64	$42.13	$43.71	$45.43	$47.16	$49.03	$50.75	GRADE 13
GRADE 14	$40.85	$42.37	$43.93	$45.58	$47.26	$49.11	$51.04	$53.02	$54.88	GRADE 14
GRADE 15	$44.35	$45.96	$47.70	$49.48	$51.34	$53.35	$55.43	$56.17	$58.14	GRADE 15
GRADE 16	$48.43	$50.27	$52.14	$54.14	$56.17	$58.36	$60.65	$63.02	$65.23	GRADE 16
GRADE 17	$53.02	$55.03	$57.13	$59.26	$61.52	$63.92	$66.42	$69.04	$71.46	GRADE 17
GRADE 18	$58.06	$60.29	$62.55	$64.94	$67.37	$70.05	$72.80	$75.67	$78.32	GRADE 18

APPENDIX A										
01/01/2026 639 ANNUAL PAY PLAN				3.50%	on 2025 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$44,491.20	$45,968.00	$47,528.00	$49,212.80	$50,918.40	$52,852.80	$54,912.00	$56,929.60	$58,926.40	GRADE 1
GRADE 2	$45,448.00	$47,008.00	$48,692.80	$50,336.00	$52,083.20	$54,038.40	$56,139.20	$58,302.40	$60,340.80	GRADE 2
GRADE 3	$46,654.40	$48,297.60	$49,961.60	$51,688.00	$53,518.40	$55,556.80	$57,699.20	$59,862.40	$61,963.20	GRADE 3
GRADE 4	$48,235.20	$49,857.60	$51,646.40	$53,476.80	$55,328.00	$57,449.60	$59,675.20	$61,859.20	$64,022.40	GRADE 4
GRADE 5	$49,836.80	$51,542.40	$53,372.80	$55,244.80	$57,262.40	$59,384.00	$61,692.80	$64,022.40	$66,268.80	GRADE 5
GRADE 6	$51,584.00	$53,372.80	$55,244.80	$57,262.40	$59,238.40	$61,547.20	$63,856.00	$66,310.40	$68,640.00	GRADE 6
GRADE 7	$53,934.40	$55,827.20	$57,824.00	$59,883.20	$62,046.40	$64,376.00	$66,830.40	$69,430.40	$71,864.00	GRADE 7
GRADE 8	$56,721.60	$58,718.40	$60,840.00	$63,003.20	$65,291.20	$67,766.40	$70,408.00	$73,153.60	$75,712.00	GRADE 8
GRADE 9	$60,008.00	$62,108.80	$64,334.40	$66,580.80	$69,056.00	$71,676.80	$74,484.80	$77,396.80	$80,100.80	GRADE 9
GRADE 10	$63,793.60	$66,164.80	$68,473.60	$70,948.80	$73,528.00	$76,315.20	$79,310.40	$82,388.80	$85,280.00	GRADE 10
GRADE 11	$68,016.00	$70,408.00	$72,987.20	$75,608.00	$78,436.80	$81,452.80	$84,593.60	$87,900.80	$90,979.20	GRADE 11
GRADE 12	$72,945.60	$75,566.40	$78,374.40	$81,244.80	$84,240.00	$87,443.20	$90,916.80	$94,390.40	$97,697.60	GRADE 12
GRADE 13	$78,624.00	$81,556.80	$84,531.20	$87,630.40	$90,916.80	$94,494.40	$98,092.80	$101,982.40	$105,560.00	GRADE 13
GRADE 14	$84,968.00	$88,129.60	$91,374.40	$94,806.40	$98,300.80	$102,148.80	$106,163.20	$110,281.60	$114,150.40	GRADE 14
GRADE 15	$92,248.00	$95,596.80	$99,216.00	$102,918.40	$106,787.20	$110,968.00	$115,294.40	$116,833.60	$120,931.20	GRADE 15
GRADE 16	$100,734.40	$104,561.60	$108,451.20	$112,611.20	$116,833.60	$121,388.80	$126,152.00	$131,081.60	$135,678.40	GRADE 16
GRADE 17	$110,281.60	$114,462.40	$118,830.40	$123,260.80	$127,961.60	$132,953.60	$138,153.60	$143,603.20	$148,636.80	GRADE 17
GRADE 18	$120,764.80	$125,403.20	$130,104.00	$135,075.20	$140,129.60	$145,704.00	$151,424.00	$157,393.60	$162,905.60	GRADE 18

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

APPENDIX A										
01/01/2027 639 ANNUAL PAY PLAN			3.50%	on 2026 base						
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.87	$23.65	$24.49	$25.34	$26.30	$27.32	$28.33	$29.32	$30.35	GRADE 1
GRADE 2	$23.39	$24.23	$25.05	$25.92	$26.89	$27.93	$29.01	$30.03	$31.08	GRADE 2
GRADE 3	$24.03	$24.86	$25.72	$26.63	$27.64	$28.71	$29.79	$30.83	$31.91	GRADE 3
GRADE 4	$24.81	$25.70	$26.61	$27.53	$28.59	$29.69	$30.78	$31.86	$32.98	GRADE 4
GRADE 5	$25.65	$26.56	$27.49	$28.49	$29.55	$30.70	$31.86	$32.98	$34.13	GRADE 5
GRADE 6	$26.56	$27.49	$28.49	$29.48	$30.63	$31.77	$33.00	$34.16	$35.36	GRADE 6
GRADE 7	$27.78	$28.77	$29.80	$30.87	$32.03	$33.25	$34.55	$35.76	$37.01	GRADE 7
GRADE 8	$29.22	$30.27	$31.35	$32.49	$33.72	$35.03	$36.40	$37.67	$38.99	GRADE 8
GRADE 9	$30.91	$32.01	$33.13	$34.36	$35.67	$37.06	$38.51	$39.86	$41.26	GRADE 9
GRADE 10	$32.92	$34.07	$35.30	$36.59	$37.97	$39.46	$41.00	$42.44	$43.93	GRADE 10
GRADE 11	$35.03	$36.32	$37.62	$39.03	$40.53	$42.09	$43.74	$45.27	$46.85	GRADE 11
GRADE 12	$37.60	$39.00	$40.43	$41.92	$43.51	$45.24	$46.97	$48.61	$50.31	GRADE 12
GRADE 13	$40.58	$42.06	$43.60	$45.24	$47.02	$48.81	$50.75	$52.53	$54.37	GRADE 13
GRADE 14	$43.85	$45.47	$47.18	$48.91	$50.83	$52.83	$54.88	$56.80	$58.79	GRADE 14
GRADE 15	$47.57	$49.37	$51.21	$53.14	$55.22	$57.37	$58.14	$60.17	$62.28	GRADE 15
GRADE 16	$52.03	$53.96	$56.03	$58.14	$60.40	$62.77	$65.23	$67.51	$69.87	GRADE 16
GRADE 17	$56.96	$59.13	$61.33	$63.67	$66.16	$68.74	$71.46	$73.96	$76.55	GRADE 17
GRADE 18	$62.40	$64.74	$67.21	$69.73	$72.50	$75.35	$78.32	$81.06	$83.90	GRADE 18

APPENDIX A										
01/01/2027 639 ANNUAL PAY PLAN				3.50%	on 2026 base					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$47,569.60	$49,192.00	$50,939.20	$52,707.20	$54,704.00	$56,825.60	$58,926.40	$60,985.60	$63,128.00	GRADE 1
GRADE 2	$48,651.20	$50,398.40	$52,104.00	$53,913.60	$55,931.20	$58,094.40	$60,340.80	$62,462.40	$64,646.40	GRADE 2
GRADE 3	$49,982.40	$51,708.80	$53,497.60	$55,390.40	$57,491.20	$59,716.80	$61,963.20	$64,126.40	$66,372.80	GRADE 3
GRADE 4	$51,604.80	$53,456.00	$55,348.80	$57,262.40	$59,467.20	$61,755.20	$64,022.40	$66,268.80	$68,598.40	GRADE 4
GRADE 5	$53,352.00	$55,244.80	$57,179.20	$59,259.20	$61,464.00	$63,856.00	$66,268.80	$68,598.40	$70,990.40	GRADE 5
GRADE 6	$55,244.80	$57,179.20	$59,259.20	$61,318.40	$63,710.40	$66,081.60	$68,640.00	$71,052.80	$73,548.80	GRADE 6
GRADE 7	$57,782.40	$59,841.60	$61,984.00	$64,209.60	$66,622.40	$69,160.00	$71,864.00	$74,380.80	$76,980.80	GRADE 7
GRADE 8	$60,777.60	$62,961.60	$65,208.00	$67,579.20	$70,137.60	$72,862.40	$75,712.00	$78,353.60	$81,099.20	GRADE 8
GRADE 9	$64,292.80	$66,580.80	$68,910.40	$71,468.80	$74,193.60	$77,084.80	$80,100.80	$82,908.80	$85,820.80	GRADE 9
GRADE 10	$68,473.60	$70,865.60	$73,424.00	$76,107.20	$78,977.60	$82,076.80	$85,280.00	$88,275.20	$91,374.40	GRADE 10
GRADE 11	$72,862.40	$75,545.60	$78,249.60	$81,182.40	$84,302.40	$87,547.20	$90,979.20	$94,161.60	$97,448.00	GRADE 11
GRADE 12	$78,208.00	$81,120.00	$84,094.40	$87,193.60	$90,500.80	$94,099.20	$97,697.60	$101,108.80	$104,644.80	GRADE 12
GRADE 13	$84,406.40	$87,484.80	$90,688.00	$94,099.20	$97,801.60	$101,524.80	$105,560.00	$109,262.40	$113,089.60	GRADE 13
GRADE 14	$91,208.00	$94,577.60	$98,134.40	$101,732.80	$105,726.40	$109,886.40	$114,150.40	$118,144.00	$122,283.20	GRADE 14
GRADE 15	$98,945.60	$102,689.60	$106,516.80	$110,531.20	$114,857.60	$119,329.60	$120,931.20	$125,153.60	$129,542.40	GRADE 15
GRADE 16	$108,222.40	$112,236.80	$116,542.40	$120,931.20	$125,632.00	$130,561.60	$135,678.40	$140,420.80	$145,329.60	GRADE 16
GRADE 17	$118,476.80	$122,990.40	$127,566.40	$132,433.60	$137,612.80	$142,979.20	$148,636.80	$153,836.80	$159,224.00	GRADE 17
GRADE 18	$129,792.00	$134,659.20	$139,796.80	$145,038.40	$150,800.00	$156,728.00	$162,905.60	$168,604.80	$174,512.00	GRADE 18

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-344

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Offer of Employment for Facility Manager Position

BOARD ACTION REQUESTED:
Authorize offer of employment for the Facilities Manager position to Anthony Palkki at Grade 13, Step 5.

BACKGROUND:
Per Teamsters Local 320 - Supervisors Labor Contract, Section 14.1B., the County Board, as the hiring authority, may approve department head positions be placed at any step with the applicable pay grade. Based on preliminary negotiations with the applicant for this position, the County Administrator is requesting approval to offer up to Grade 13, Step 9, to the selected applicant for this position based on applicant's education and experience.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-349

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Mandy Windorski, Brett Skyles

AGENDA ITEM:
Reallocation

BOARD ACTION REQUESTED:
Approve the reallocation of one (1) Grade 7 Human Resources Assistant position to one (1) Grade 8 HRIS (Human Resources Information System) Assistant position in the Human Resources Department.

BACKGROUND:
We would like to reallocate one of our current HR Assistant positions to an HRIS (Human Resources Information Systems) Assistant. Due to the significant time, knowledge, and specialized expertise required to effectively manage and optimize our HRIS (UKG), this adjustment will allow us to better utilize the system's capabilities to streamline processes and enhance workflow efficiency. Following a thorough evaluation, the HRIS Assistant position has been classified one grade higher than the HR Assistant position. I believe this change will not only strengthen the operations of the HR Department but also provide long-term benefits to the county by improving efficiency, reducing administrative burden, and ultimately saving both time and resources. The reallocation from a Grade 7 to a Grade 8 will add approximately $2,300.00 -$3,200.00 to the budget dependent on step.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. HRIS Assistant JDA

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

No Screen

ITASCA COUNTY
JOB DESCRIPTION

(This job description is not intended to be an all-encompassing list of responsibilities, skills, efforts or working conditions, nor does it limit the assignment of related duties to this classification.)

Job Title: **HRIS Assistant**

Department: Human Resources
Classification: Grade 8 (ICCEA)
FLSA Status: Non-exempt
Position Description: (OS/AS) The HRIS Assistant provides clerical, administrative, and technical support to ensure effective administration of HR functions, including data management, records maintenance, benefit administration, HRIS system updates, and reporting. The HRIS Assistant will assist in managing employee data, troubleshooting system issues, and supporting HR teams in the effective use of HRIS systems to ensure data integrity and smooth operations.

Key Responsibilities:

- **HRIS Maintenance**: Assist in maintaining and updating the HRIS system, ensuring that employee information is accurate and up-to-date.
- **Data Entry**: Input and update employee data, including personal details, job information, payroll, benefits, and attendance records.
- **Report Generation**: Assist in the preparation of HR reports, including employee demographics, compensation, turnover, and other HR metrics.
- **System Troubleshooting**: Provide first-level support for HRIS-related issues and work with the IT department or HRIS vendor to resolve technical problems.
- **Training & Support**: Provide basic training to HR team members on how to use the HRIS software effectively.
- **Compliance**: Help ensure HRIS data is compliant with legal requirements and company policies.
- **Data Integrity**: Assist with audits and data quality checks to ensure the accuracy of information within the HRIS.
- **Record Management**: Help maintain employee records and documents in accordance with company policies and legal requirements.
- **Process Improvement**: Assist with the development and implementation of system updates or improvements to enhance HRIS efficiency and functionality.

Direct Supervisor: Direct – Human Resources Director

Indirect Supervisor: Lead Worker – Human Resources Specialist

Total # positions that report directly to this job: 0

Total # positions that report indirectly to this job: 0

Machines or equipment used regularly in this job: Computer, printer, multi-function copy machine (copy, email, fax, scan), calculator; telephone; postage machine, vehicle

Job Title: HRIS Assistant **Date:** 3/26/2025

Job qualifications include education, experience, license, certificates, etc.:

Minimum Qualifications (Pass/Fail):

- Associate's degree in human resources, Information Systems, Business Administration, or a related field.
  OR
  Equivalent combination of education and relevant work experience (must attach transcript or proof of education).
- 1-2 years of administrative support experience, preferably in Human Resources or working with HRIS systems.
- 1-year work experience sufficient to gain proficiency in Microsoft 365 Office Suite (creating, modifying and printing worksheets; create and copy simple formulas and functions (build cell formula for calculation) moving, copying, pasting, and sorting data; saving; using proofing tools to correct spelling and grammar).
- 1 year of work experience with HRIS software (e.g., UKG/Kronos, NeoGov)

Knowledge, Skills & Abilities:

Knowledge of: HRIS software, office procedures, human resources and benefits administration, data management, State and Federal laws related to human resources and records management, customer service techniques, HIPAA, and data practices.

Skills: Excellent written and verbal communication skills, exceptional customer service, organizational skills, detail-oriented with complex problem-solving skills, initiative, and follow-through.

Abilities: Ability to organize work effectively, handle a wide variety of duties, work independently, make informed decisions, prioritize workloads, multi-task, maintain confidentiality, and meet multiple deadlines. Provide quality customer service to employees and the public.

Preference for:

- Experience with administration of HRIS Software System beyond the minimum requirement.
- Experience recruiting on social media platforms.
- Work experience supporting administration of employee benefits and leaves of absence (including FMLA).
- Work experience in Government / Public sector HR
- Knowledge of Minnesota Data Practice laws.

Duties and Responsibilities

Percentage of Time (100%): Time spent performing the duty and responsibility
Essential Function (E): The basic job duties that an employee must be able to perform, with or without reasonable accommodations. If the position exists to perform that duty, it is an essential function.
Non-essential Function (NE): Marginal duties that have limited or no consequences should the duties not be performed by the particular position.

Job Title: HRIS Assistant **Date:** 3/26/2025

%	E or NE	Duties and Responsibilities
30%	E	***HRIS Administration*** • • Assist in updating and maintaining the HRIS system, ensuring accurate data entry for new hires, terminations, pay changes, and employee records. • • Conduct system audits and work with HR team to troubleshoot any HRIS-related issues. • • Provide data entry support for employee leave management and benefit administration. • • Assist in gathering and preparing reports from the HRIS for decision-making purposes.
25%		***HRIS Reporting and Analysis*** • Generate and compile HR reports, assisting HR management in tracking employee metrics. • Help in preparing various reports as needed for compliance, audits, and special projects. • Assist with research and benchmarking to improve HRIS system functionality.
20%	E	***Data and Records Management*** • • Collect, track, and maintain employee data in HRIS, spreadsheets, and databases. • • Assist in analyzing data to prepare reports for HR metrics, organizational charts, and employee data requests. • • Respond to public data requests and surveys, ensuring compliance with regulations and maintaining confidentiality.
15%	E	***Administrative Support*** • Provide clerical and administrative support to the HR department, including file management, form creation, and document updates. • Assist in onboarding and offboarding processes, preparing necessary documentation and system updates. • Prepare and distribute materials for HR-related meetings and trainings.
10%	E	• Assist with special projects as assigned • Back-up in the absence of the Human Resources Specialist • Perform other duties as delegated
	E	Regular attendance on the job.
	NE	Perform other duties as delegated.

Job Title: HRIS Assistant **Date:** 3/26/2025

Annual Budget Data:
Identify the average annual dollar amount this job impacts:

Capital budget:
$0 Description:

Operating budget:
$0 Description:

Payroll budget:
$0 Description:

Other Financial Measures (i.e. transfer payments, collections, reimbursements):
$ Description:

Working Conditions:
Critical Demand: Definitions of the Critical Demand are below.

Frequency Key (Total cumulative amount of time during a day completing the job function. *i.e. bending to open a file drawer can take only seconds of time so the total cumulative during a day may amount to R or possibly O):*

(N) Never	NA
(R) Rarely	1-5% of the day = < ½ hr.
(O) Occasionally	6-33% of the day = ½ hr. to 2 hrs.
(F) Frequently	34-66% of the day = 2–5 hrs.
(C) Continuously	67%+ of the day = > 5 hrs.

Description: List the job function(s) that describes the work being performed in the Critical Demand.
i.e. Lift Low-Level under 10 lbs. – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – lifting file folders.
i.e. Lift Mid-Range 25 – 50 lbs. – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – box of paper from cart to countertop.

Critical Demand		Frequency	Description
Lift			
Low-level			
	Under 10 lbs.	R	Files, manuals, 3-ring binders; boxes; office functions to perform the essential job duties
	10-25 lbs.	R	Files, manuals, 3-ring binders; boxes; office functions to perform the essential job duties
	26-50 lbs.	N	
	50+ lbs.	N	
Mid-Range			
	Under 10 lbs.	R	Files, manuals, 3-ring binders; boxes; office functions to perform the essential job duties

Job Title: HRIS Assistant **Date:** 3/26/2025

Critical Demand		Frequency	Description
	10-25 lbs.	R	Files, manuals, 3-ring binders; boxes; office functions to perform the essential job duties
	26-50 lbs.	N	
	50+ lbs.	N	
Overhead			
	Under 10 lbs.	R	Files, manuals, 3-ring binders; boxes; office functions to perform the essential job duties
	10-25 lbs.	R	Files, manuals, 3-ring binders; boxes; office functions to perform the essential job duties
	26-50 lbs.	N	
	50+ lbs.	N	
Positional			
	Under 10 lbs.	N	
	10-25 lbs.	N	
	26-50 lbs.	N	
	50+ lbs.	N	
Carry	Under 10 lbs.	R	Files, manuals, 3-ring binders; boxes; office functions to perform the essential job duties
	10-25 lbs.	R	Files, manuals, 3-ring binders; boxes; office functions to perform the essential job duties
	26-50 lbs.	N	
	50+ lbs.	N	
Push / Pull	Under 10 lbs.	R	Cart with files, manuals, 3-ring binders; boxes; office functions to perform the essential job duties.
	10-25 lbs.	R	Cart with files, manuals, 3-ring binders; boxes
	26-50 lbs.	N	
	50+ lbs.	N	
Reach		R	Placing files, manuals, 3-ring binders to the floor, lower or upper unit shelving/cabinets.
Forward Bend Standing		R	Placing files, manuals, 3-ring binders to the floor or lower unit shelving
Forward Bend Sitting		R	Placing files, manuals, 3-ring binders to the floor or lower unit shelving
Rotation		R	Talking with someone while holding files, manuals, 3-ring binders
Standing		R	Presenting information to a group

Job Title: HRIS Assistant **Date:** 3/26/2025

Critical Demand	Frequency	Description
Standing Work	R	Copy room project, filing, reviewing/reading manuals, 3-ring binders
Sitting	C	
Squatting	R	Files placing in a low level file cabinet or on the floor
Low Work		
Crouch	N	
Kneel – ½ Kneel	N	
Crawl	N	
Balance	N	
Walking	R	Throughout County facilities
Stair Climb	R	Throughout County facilities
Ladder Climb	R	Step stool/ladder for reaching higher cupboards
Climb		
Use of Hands:		
Grip	F	Writing, mouse
Pinch	F	paperwork
Finger	F	Typing, data entry, mouse
Handle	F	paperwork
Driving	R	To other County facilities, attend trainings
Sensory:		
Vision	C	To perform the essential job duties
Hearing	C	To perform the essential job duties
Talk/Speak	F	To perform the essential job duties
Taste/Smell	N	

Physical Environment: Using the Critical Demand definitions, place an "X" if the position has the Physical Environment described. If not, leave blank. List the job function(s) performed in the Physical Environment.

Job Title: HRIS Assistant **Date:** 3/26/2025

X	Critical Demand	List:
	Exposure to Weather	
	Extreme Heat (not weather related)	
	Extreme Cold (not weather related)	
	Extreme Wet/Humid (not weather related)	
	Extreme Noise	
	Vibration	
	Mechanical Hazards	
	Electrical Hazards	
	Burns	
	Confined Spaces	
	Explosives	
	Radiant Energy	
	Unprotected Heights	
	Atmospheric Conditions	
	Elevated Surfaces	
	Chemicals (Caustic or Toxic	
	Blood-borne Pathogen &/or Biomedical/Microorganisms	
	Slippery Surfaces	
	Moving Objects	
	Traffic	
	Other	

Place an "X" if the position has the working condition described. If not, leave blank.

X	Works Alone
X	Customer/Public Contact
	Clients with Behavioral Challenges
	Shift Work

	Extended Day
X	Indoors
	Outdoors

Mental Demands:

X	Frequent Contact with People
	Irregular Work Schedule
	Supervisory Skills
X	Detailed Work
X	Frequent Interruptions

X	Decision Making Skills
X	Concentration
X	Ability to Work Independently
X	Multiple Concurrent Tasks
X	Frequent Deadlines

Personal Protective Equipment:

	Hearing Protection

	Eye Protection

	Face Shield
	Steel toe shoes/boots
	Slip Resistant Footwear
	Gloves (heat, cold, sharp)
	Breathing Protection
	Bump Cap/Hard Hat

	Fall Protection
	Protective Overalls
	Company Uniform
	Street Clothes
	Other
List:	

Supervisor's signature and date:

Signature: Amanda Windorski Date: 3/26/2025

CRITICAL DEMANDS:

DEFINITIONS OF PHYSICAL, MOTOR, SENSORY DEMANDS AND ENVIRONMENTAL CONDITIONS:

MATERIAL HANDLING:

LOW LIFT: Manually lift/lower a load between floor and 36" while standing. Item is moved <3ft horizontally.

MID-RANGE LIFT: Manually lift/lower a load with the entire lift between 36" and 55" while standing. Item moved <3ft horizontally.

HIGH LIFT: Manually lift/lower a load beginning 36" or higher and exceeding 55" while standing. Item moved <3ft horizontally.

POSITIONAL LIFT: Lifting performed within the confines of a static position combined and occurring simultaneously (not sequentially) such that the nature of the combination functionally creates stressors that may not be understood if the items are identified separately. (Example: baggage handlers working in a kneeling position.)

CARRY: Transport a load over a distance of 3ft or more via walking and use of the upper extremities (includes lifting/lowering to achieve carry angle and appropriate walk mechanics).

PUSH: After making hand contact with the load, force is generated away from the body upon an object, so that the object generally moves away from the force in either a horizontal or vertical direction.

PULL: After making hand contact with the load, force is generated toward the body upon an object, so that the object generally moves toward the force in either a horizontal or vertical direction, not lifting or removing load from resting surface.

POSITIONAL ACTIVITIES:

REACH: Moving the arm(s) away from the body >15 degrees (related to neutral sitting) with <5# for Forward Reaching. Lateral Reaching involves motions beyond 30 degrees of horizontal abduction. Overhead reaching involves motions above 90 degrees of shoulder flexion.

FORWARD BEND – STANDING: In a standing position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

FORWARD BEND – SITTING: In a sitting position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

ROTATION: In a seated or standing position, rotating the trunk more than 15 degrees with a load of <5#.

STANDING: Maintaining an upright posture while weight bearing on both feet and working with loads <5#.

STANDING WORK: This may include performance of a variety of activities with the primary requirement of standing and/or short distance movement <10ft in the immediate work area.

SITTING: Maintaining a seated position with trunk flexion and rotation less than 15 degrees and loads <5#.

SQUATTING: Bending the hips and knees to lower the body. Load must be <5# and not sustained.

LOW WORK: Working low to the ground in positions such as crouch/kneel/1/2-kneel sitting on heels, where options vary and may change. May be accompanied by forward flexion due to the height of the work. May include forward bending, or be accompanied by reaching and rotating.

CROUCH: Assuming or working in a position low to the ground where both knees are fully flexed for more than 5 seconds with loads <5#. This assumes hip and knee flexion of 90 degrees or greater and may include forward flexion.

KNEEL – ½ KNEEL: Assuming or working in a position low to the ground where one or both knees are in contact with the ground.

This may include forward flexion, sitting on heels or working with loads <5#.

CRAWL: Moving across a surface on hands and knees. May include working from crawl position.

BALANCE: Adaptive postural control and stability, generally consistent with controlled activity performance. Activities involving high degree of balance requirements should be operationally defined.

AMBULATION AND CLIMBING:

WALKING: Walk/move on foot = 10ft or greater distance with load <5#.

STAIR CLIMB: Ascend or descend fixed or portable stairs.

LADDER CLIMB: Ascend or descend rungs on various types of ladders (stationary or portable) where help of the upper extremities is necessary.

CLIMB: Ascend or descend ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms.

HAND:

GRIP: Generating force >10# while grasping to move, hold, or stabilize an object within the span of the hand. (Not related to tasks that are parts of other critical demands. Example: Gripping a wrench while reaching would be considered separate physical demands, while gripping during a lift is captured in the performance of the lift and would not be listed as a separate physical demand.)

PINCH: Squeeze and generate force of >5# between fingers to move, hold or stabilize an object within the span of the fingers/thumb.

FINGER: Pick, pinch or otherwise working primarily with fingers rather than with the whole hand or arms as in handling.

HANDLE: Seize, hold, grasp, turn, or otherwise working with hand or hands. Moving and using the hands or fingers to perform fine motor activities, manipulation or handling of objects, and/or operation of controls.

SENSORY:

VISION:

COLOR VISION: Ability to identify and distinguish colors.

DEPTH PERCEPTION: Three dimensional vision. Ability to judge distances and relationships so as to see objects where and as they actually are.

FAR VISION: Clarity of vision at 20 ft or more.

NEAR VISION: Clarity of vision at 20 inches or less.

FIELD OF VISION: Observe an area that can be seen up and down or right to left while eyes are fixed on a given point (peripheral).

VISUAL ACCOMMODATION: Adjustment of lens of eye to bring an object into sharp focus. Especially important when doing near-point work at varying distances from eye.

HEAR: perceive the nature of sounds.

TALK/SPEAK: Express or exchange ideas by means of the spoken word.

TASTE/SMELL: Distinguish, with a degree of accuracy, differences or similarities in intensity or quality of flavors and/or odors, or recognize particular flavors and/or odors, using tongue and/or nose.

ENVIRONMENTAL CONDITIONS:

EXPOSURE TO WEATHER: Hot, cold, wet, humid, or windy conditions, caused by the weather, which results in marked bodily discomfort.

EXTREME HEAT: Non-weather related temperatures that are sufficiently high to cause marked bodily discomfort.

EXTREME COLD: Non-weather related temperatures that are sufficiently low to cause marked bodily discomfort.

WET AND/OR HUMID: Contact with water or other liquids; or exposure to non-weather related conditions where humidity is sufficiently high to cause marked bodily discomfort.

EXTREME NOISE: Constant or intermittent sounds of a pitch or level sufficient to cause a worker to have difficulty hearing the voice of a person three or four feet away unless voice is raised above normal conversational level.

VIBRATION: Shaking objects or surfaces that cause a strain on the body or extremities.

MECHANICAL HAZARDS: Danger to fingers or limbs due to feeding or operating either portable or stationary power driven equipment.

ELECTRICAL HAZARDS: Exposure to electric wires, transformers, or uninsulated electrical parts.

BURNS: Potential of burns from hot material, fire, or chemical agents (identify which factor is present).

CONFINED SPACES: Areas where dangerous air contamination or oxygen deficiencies may exist or develop; or, where an emergency removal of a suddenly disabled employee is difficult due to the location or size of the opening the worker entered through.

EXPLOSIVES: Materials which undergo rapid chemical or nuclear reaction with the production of noise, heat, and violent expansion of gases.

RADIANT ENERGY: Exposure to radiant energy such as x-rays, radioactive material, ultraviolet, or infrared rays.

UNPROTECTED HEIGHTS: Exposure to working in high, exposed places.

ATMOSPHERIC CONDITIONS: Exposure to conditions that affect the respiratory system or the skin, such as fumes, noxious odors, dusts, mists, gases, and poor ventilation (identify which factor is present).

ELEVATED SURFACES: Work occurs in places elevated above the ground such as catwalks, scaffolds, ladders and roofs.

CHEMICALS (CAUSTIC OR TOXIC): Substances or compounds which may cause illness or injury.

BLOOD-BORNE PATHOGENS &/OR BIOMEDICAL/MICROORGANISMS: Pathogenic microorganisms that are present in human blood ad cause disease in humans. These pathogens include, but are not limited to Hepatitis B virus (HBV) and human immunodeficiency virus (HIV) &/or chicken pox, infections disease.

SLIPPERY SURFACES: Walking surface of work site is necessarily wet, muddy, greasy, oily, or highly polished surfaces which may cause employees to slip or lose footing.

MOVING OBJECTS: Moving equipment and objects in the immediate work area such as cranes, heavily laden carts, gurneys and forklifts.

TRAFFIC: Physical exposure to vehicular traffic.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-350

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
Mail Ballot and Absentee Election Judges

BOARD ACTION REQUESTED:
Approve Mail Ballot and Absentee Ballot election judges for the April 15th, 2025 Special Primary Election and April 29th, 2025 Special General Election as follows: Doug Braff, Ruth Ann Connolly, Jeff Frazier, Ann Hauser, Marge Sutherland, Dwight Kessler, Sheila Hunter, Emily Christensen, Kathy Krook, Gwen Rutherford, Amy Savela, Gail Guck, Melissa Skoglund, Tony Fremont, Hollie Hornstra, Jenna Madoll, Michelle Jensen, Kristina Loch, Michael Loidolt, Carolyn Randall and trained alternates as needed.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-348

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 March 13, 2025 HHS Advisory Committee Meeting.

BACKGROUND:
Informational

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ICHHSAC Meeting Minutes 03-13-2025

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, March 13, 2025
Virtual Teams Meeting / Itasca Resource Center / Room 120

Members Present:	**Lester Kachinske**	**Dave Holmbeck**
	Kevin Glass	**Lloyd Adams**
	Sarah Anderson	**Amy Yost**
	Trinnitie Hyovalti	
	Paul Lussenhop	
Members Absent:	**Brandi Worrath**	**Chris Jenkins**
	Roxan Hawkins	**Cheryl Lemler -- E**
	Angie Baratto -- E	**Daniel Miesle -- E**
Others Present:	**Eric Villeneuve**	
	Brenda Oberg	

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

Approval of January 9, 2025, Minutes:
A motion was made by Sarah Anderson and seconded by Lloyd Adams to approve January 9, 2025, minutes. Motion carried.

Additions/Corrections to Agenda:
There were no additions or corrections to the agenda.

Eric Villeneuve, Director:

Public Health Update: Naesa Myers, Public Health Supervisor, provided an update on Public Health.

- Opioid Settlement Funds- HHS continues to disperse funds to Community recipients. We will have an update at the County Board meeting on 4/8.
- New Staff – We have 2 new staff that started on 3/10, with a couple more to hire so are busy onboarding.
- Innovative Funds – Public Health received word from MDH that we will be receiving funds from a grant that Naesa applied for expanding our disease prevention and control work. More details once MDH finalizes things and Naesa will bring it before the board for approval. Our Community Health Board (CHB) also applied for these innovative funds to help with our data infrastructure and were approved. More details will be shared after final approval and rollout of these grants.

- AmeriCorps Member hired by Itasca County (paid for through AmeriCorps program) and Naesa is having her work with Erika-Public Health Planner for the CHB to help finish our Community Health Assessment and implementation of the Community Health Improvement Plan that is required to be completed every 5 years

IMCare Update:
Sarah Anderson stated they are watching potential cuts in the Governor's budget as there are a couple that would be detrimental for members. The first being cutting out chiropractic benefits for adults and the second is a pharmacy carveout. This would make IMCare members receive fee-for-service instead of IMCare. Currently IMCare handles after-hours case management with our nurses to make sure members are getting what they need as far as services and medications and that would not happen if they were fee-for-service.

The CARMA (County Administered Rural Medical Assistance) bill has been jacketed and is set to be introduced into the legislature both on the house and senate side, next week or the week after. The table below indicates the authors that have signed off on this bill:

House	**Senate**
Jeff Backer (GOP)	John Hoffman (DFL)
Peter Fischer (DFL)	Paul Utke (GOP)
Bernie Perryman (GOP)	Jim Abeler (GOP)
Stephen Elkins (DFL)	Alice Mann (DFL)
Danny Nadeau (GOP)	Robert Kupec (DFL)
Aaron Repinski (GOP)	
Natalie Zeleznikar (GOP)	
John Huot (DFL)	
Mary Franson (GOP)	

Legislative Update:
Eric stated a couple items being watched in the Governor's budget for Health and Human Services (HHS), is the Governor proposed a 5% cost shift for the Developmental Disability (DD) waiver costs. Currently the state pays 100% of the waiver, which is about $30 million in Itasca County so a 5% cost share would be approximately $1.5 million that the County would have to pick up. Another cost shift proposed was pertaining to clients in the MN Sex Offender Program, currently the county pays 10% if clients were placed before 2011 or 25% if they were placed after 2011, and a 40% cost shift was proposed. This could potentially be a $500 million cost shift to the county. HHS opposes these cost shifts and will continue to watch them.

Eric also reviewed the Minnesota Association of County Social Service Administrators (MACSSA) handouts, the big news of the week was the release of the state's February economic forecast. The projected surplus for the current 2026-27 biennium is $456 million -- $160 million less than previous estimates. In the FY 2028-29 biennium, the state is anticipated to experience a deficit of $5.995 billion, which is $852 million more than projected in the November 2024 forecast. This forecast does not include conjecture on other federal-level executive or legislative action. Republicans are enjoying their last weeks in control of the Minnesota House, which will likely end late next week when the 134th member of the House is seated. Effects from tariffs might hit sooner than expected. Department of Commerce Commissioner Grace Arnold warned that Minnesota is one of a handful of states heavily reliant on Canada for energy, which will now be hit with a 10 percent tax. Work continues to elevate the need to resource and support statewide implementation of the Minnesota African American Family Preservation and Child Welfare Disproportionality Act (MAAFPCWDA). We've had several promising conversations in recent weeks and are hopeful that we'll see legislation introduced this year that begins to address the investments needed to support successful statewide implementation. Working groups for three of MACSSA's policy priorities have been set up. These priorities include developing a bill that addresses adequate county staffing and training resources for African American Family Preservation and Child Welfare Disproportionality Act (MAAFPCWDA) implementation, awaiting official bill jackets for our Does Not Meet Medical Criteria bill and should see additional proposals coming forward from the Priority Admissions task force in the next week, modernization bill was introduced in the House and Senate and are working to secure a hearing on the bill in both chambers as soon as possible, and lastly, awaiting jackets for the MnCHOICES reassessment bill from the Revisor. Matt Freeman will be requesting tentative agreement from DHS on the MnCHOICES work group draft of language related to verbal attestations and over flexibilities in reassessments.

HHSAC Subcommittee Reports:

AMHAC: Trinnitie Hyovalti provided an update from the Local Advisory Council. This was the first month they met along with the Community Resource Meeting and had good attendance of both consumers and vendors. Upcoming speakers will be Grace House, Justice North – an attorney service, gender justice, and Craig w/Itasca County is arranging a scam prevention speaker.

ICCOA: Lloyd provided an update on Committee on Aging, discussion topic at the last meeting was downsizing. The Committee on Aging works with the Sheriff's Dept and will be hosting the statewide TRIAD conference this year in Grand Rapids. AARP Tax Aide program is busy again this year, meeting Monday, Wednesday, and Fridays from 12-5 with clients and completing between 14-16 interviews. To date, they have completed 250 tax

returns. There is a new rule this year in which your renter's rebate will now be issued with your normal taxes instead of late August/September. The AARP Tax Aide program can always use more volunteers, if interested, reach out to Lloyd.

Provider Updates:

Northland Counseling – No updated provided.

Elder Circle – Amy Yost was present at today's meeting and provided the following updates from Elder Circle.

- Guardianship Manager, Dave Ewens retired. Amy Retzlaff has assumed the role.
- Walk with Ease – finished first session. All participants returning for next session.
- Federal funding – amended grants to comply with Executive Orders
- Volunteer recruitment – especially for our medical transportation program
  Rides Provided:
  - Feb 278
  - Mar 248

If anyone is interested in posting Elder Circle flyers at your location, they are attached to these minutes and feel free to post.

First Call for Help – No update provided.

Probation – Kevin Glass, Probation Director, stated they hope to be fully staffed as of next month. The 60/35 Reasonable Retirement bill has been jacketed and presented and continuing to work on with legislature.

Other:
Eric stated the county election for District 4 is coming up on April 8th, make sure you go out and vote – the two candidates are Larry Hopkins and Pat Medure. There was a candidate forum on ICTV.

The County is continuing to work on the Nashwauk Ambulance PSA. They have asked the county to form a Subordinate Service District, which would tax people in the district to pay for ambulance services. The County has agreed and will be going out for bids.

Adjournment:
There being no further business to come before the Advisory Committee, a motion was made by Trinnite Hyvolati seconded by Lloyd Adams to adjourn the meeting at 1:15 pm. Motion passed.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-351

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Amendment #1- Bonding Agreement for S.A.P. 031-670-010 - CSAH 70 Bridge Replacement over Trout Creek

BOARD ACTION REQUESTED:
Authorize entering into the Amendment to MnDOT Agreement No. 1056219 for bridge bond funding for SAP 031-670-010 and provide the required signatures.

BACKGROUND:
RBA-2025-219 was previously completed to enter into MnDOT Agreement No. 1056219. However, there was a funding error in that agreement from the State. The County is still receiving the same amount of bridge bonding, but using more State Aid than the agreement showed. The original agreement is attached for reference.

There is no need for a revised resolution.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 031-670-010LBRPAmend
2. 031-670-010LBRPAgree-FINAL

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

DEPARTMENT OF TRANSPORTATION

MnDOT Contract #: 1056219
SAP No.: **031-670-010**

AMENDMENT # 1 TO MnDOT MnDOT LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANT AGREEMENT No. 1056219

Agreement Start Date:	02/014/2025	Original Agreement Amount:	$303,496.01
Orig. Agreement Exp. Date:	12/31/2028	Prev. Amendment(s) Total:	NA
Amended Exp. Date	12/31/2028	Current Amendment Amount:	NA
		Current Agreement Total	$303,496.01

Project Identification :	Local Bridge Replacement Program – replacing of bridge # 7110		
State Project (SP):	SAP 031-670-010	Trunk Highway #:	NA
Federal Project #	NA		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and the Itasca County ("Grantee").

Recitals

1. The State has an Agreement with the Grantee identified as MnDOT Contract No. 1056219 ("Original Agreement") for SAP 031-670-010.
2. Due to a math error in the original Local Match amount (the Local Match amount should be $1,242,811.53), the State and the Grantee are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment deleted agreement terms will be ~~struck out~~ and the added agreement terms will be underlined.

REVISION 1. Article 4 is amended as follows:

Name of Project (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 031-670-010 Trout Creek Bridge Replacement Old number – 7110, New Number - 31582	$303,496.01	$1,242,811.53	December 31, 2028

REVISION 2. Article 4 is amended as follows:

The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

~~Exhibit A~~	~~Completed Sources and Uses of Funds Schedule~~
Exhibit A-1	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

REVISION 3. Exhibit F Article IV**,** Section 4.01 **The Advances** (second paragraph) is amended as follows:

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as ~~Exhibits A~~ **Exhibit A-1**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

REVISION 4. Exhibit F Article V**,** Section 5.14 **Sources and Uses of Funds** is amended as follows:

The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as ~~Exhibit A~~ **Exhibit A-1** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

REVISION 5. Exhibit F Article V, Section 5.25 **Telecommunications Certification** is amended as follows:

If federal funds are included in ~~Exhibit A~~ **Exhibit A-1** , by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

REVISION 6. Exhibit F Section 5.26 **Title VI/Non-discrimination Assurances** is amended as follows:

Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in ~~Exhibit A~~ **Exhibit A-1**, Public Entity will ensure the appendices and solicitation language

within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout thereview process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

The terms of the Original Agreement are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

GRANTEE (Itasca County)

The Grantee certifies that the appropriate person(s) have executed the agreement on behalf of the Grantee as required by applicable articles, by laws, resolutions, or ordinances.

By: _____

Title: Itasca County Board Chair

Date: _____

By: _____

Title: Itasca County Engineer

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

Title: State Aid Programs Manager

Date _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

MnDOT Contract #: 1056219

EXHIBIT A-1

SOURCES AND USES OF FUNDS SCHEDULE
SAP 031-670-010

SOURCES OF FUNDS			**USES OF FUNDS**	
Entity Supplying Funds	**Amount**		**Expenses**	**Amount**
State Funds:			**Items Paid for with LBRP Grant Funds:**	
2023 LRIP Funds Grant (SAAS Acct 377)	$303,496.01		Bridge Construction	$303,496.01
				$
Other:				
Subtotal	$303,496.01		Subtotal	$303,496.01
Public Entity Funds:			**Items paid for with Non-LBRP Grant Funds:**	
Matching Funds				
CSAH Funds	$1,242,811.53		Old Bridge Removal & Approach Grading	$1,242,811.53
Other:				
Subtotal	$1,242,811.53		Subtotal	$1,242,811.53
TOTAL FUNDS	$1,546,307.54	=	**TOTAL PROJECT COSTS**	**$** 1,546,307.54

LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)

GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

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

   Contact: Karin Grandia

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 031-670-010 Trout Creek Bridge Replacement Old number - 7110 New Number - 31582	$303,496.01	$939,315.52	December 31, 2028

3. Total Amount of LBRP Grant for all projects under this Agreement: $303,496.01

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Schedule, Workforce Certificate, and Equal Pay Certificate
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)
The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Casey Venema
Casey Venema

Title: Itasca County Board Chair

Date: 2-11-25

By: Karin Grandia
Karin Grandia

Title: Itasca County Engineer

Date: 2-11-25

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS			USES OF FUNDS	
Entity Supplying Funds	**Amount**		**Expenses**	**Amount**
State Funds:			**Items Paid for with LBRP Grant Funds:**	
2023 LBRP Funds Grant SAAS Acct 377	$ 303,496.01		Bridge Construction	$303,496.01
				$
Other:				$
	$			$
	$			$
Subtotal	$303,496.01		Subtotal	$303,496.01
Public Entity Funds:			**Items paid for with Non-LBRP Grant Funds:**	
Matching Funds				
CSAH Funds	$939,315.52		Old Bridge Removal & Approach Grading	$939,315.52
				$
				$
	$			$
	$			
Subtotal	$939,315.52		Subtotal	$939,315.52
TOTAL FUNDS	$1,242,811.53	=	**TOTAL PROJECT COSTS**	$1,242,811.53

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date - December 12, 2024
Construction Start Date – June 2, 2025
Construction Substantial Complete Date – June 30, 2026
Contract Final Completion Date – December 31, 2028

INSERT APPARENT LOW BIDDER WORKFORCE CERTIFICATE BID FORM

AND APPARENT LOW BIDDER EQUAL PAY CERTIFICATE BID FORM

TO THE

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

"I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1969, and (check one of the two below, as applicable):

☐ Have a certificate of compliance issued by the Department of Human Rights.

☐ Have applied for a certificate of compliance to the Commissioner of Human Rights, which is pending

Christine A — Exempt

Signature of Bidder — N/A

POSITION President

NAME OF FIRM S+R Reinforcing, Inc

DATE 11/12 2024

This form may be used to furnish proof of necessary compliance with Minnesota Statues, Section 363, implementing the rules and regulations of the Minnesota Department of Human Rights, Room 60, State Office Building, St. Paul Minnesota, Telephone 1-612-296-5663

PLEASE ACKNOWLEDGE THIS DOCUMENT ELECTRONICALLY WHEN BIDDING. A PAPER COPY OF THIS DOCUMENT WILL BE REQUIRED TO BE COMPLETED FOR THE CONTRACT PACKAGE IF YOU ARE THE CONTRACTOR AWARDED THIS PROJECT.

MnDOT Agreement No. 1056219
SP or SAP No. 031-670-010

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Itasca, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated 2-11, 2025; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: 2-11, 2025

Itasca County
a political subdivision of the State of Minnesota

By: Casey Venema
Name: Casey Venema
Title: Itasca County Board Chair

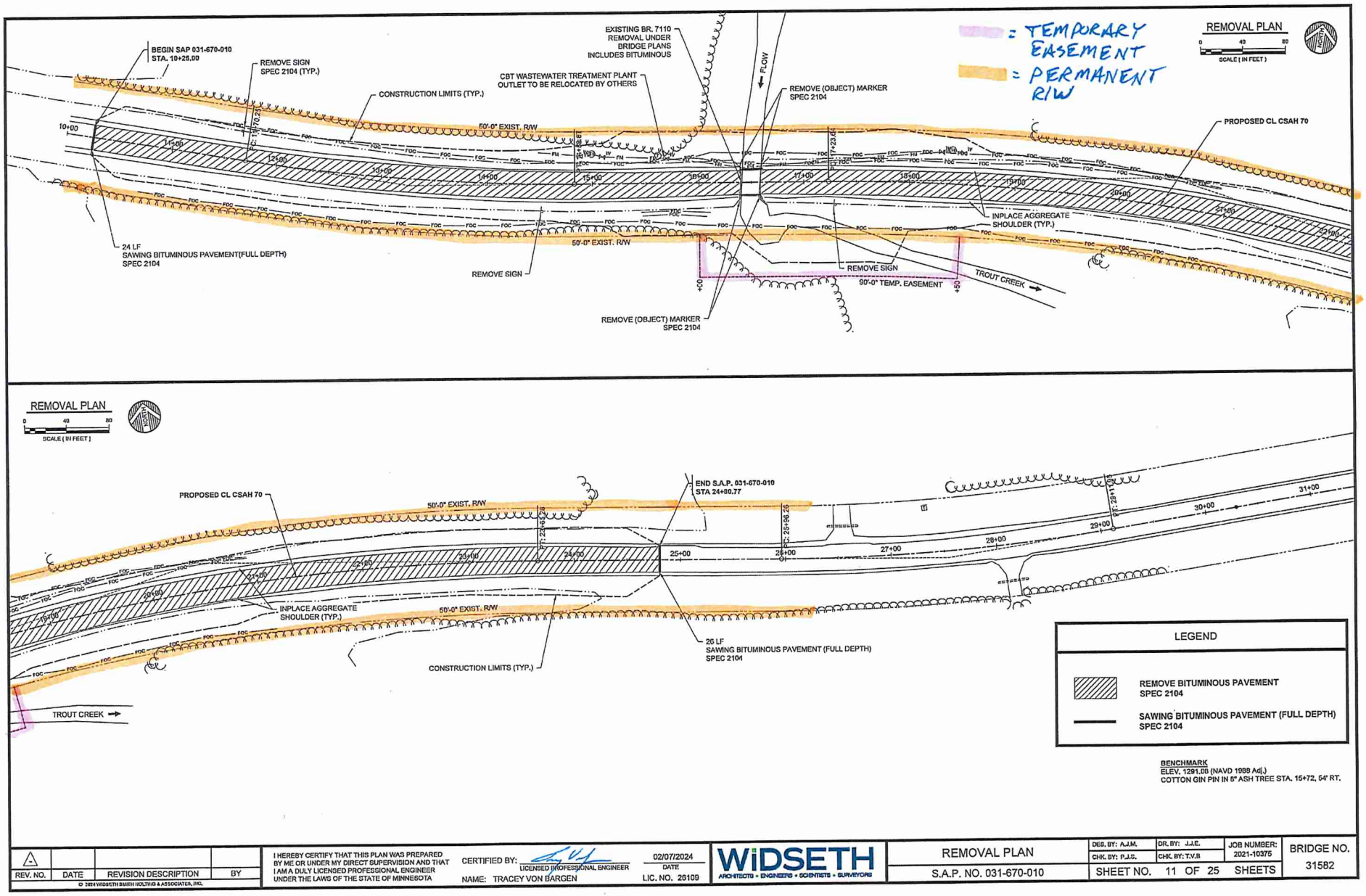
By: Karin Grandia
Name: Karin Grandia
Title: Itasca County Engineer

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

See attached project maps for graphic description of project right of way shown in yellow.



REV. NO.	DATE	REVISION DESCRIPTION	BY

© 2024 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

CERTIFIED BY: _____ LICENSED PROFESSIONAL ENGINEER — 02/07/2024 DATE

NAME: TRACEY VON BARGEN — LIC. NO. 26109

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

REMOVAL PLAN

S.A.P. NO. 031-670-010

DES. BY: A.J.M.	DR. BY: J.J.E.	JOB NUMBER: 2021-10375	BRIDGE NO. 31582
CHK. BY: P.J.S.	CHK. BY: T.V.B		
SHEET NO. 11 OF 25 SHEETS			

J:\Itasca County- Grand Rapids, MN-36259\2021-10375\C-ADD\CIVIL\PP\ROACHES\C-DP-2021-10375-REMOVALS.dwg Plotted by:Clay Mesman 2/7/2024 7:43:01 AM

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

MnDOT 30809(6/2020)

DEPARTMENT OF TRANSPORTATION

APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification

Project Number	031-670-009	Old Bridge Number	7109
New Bridge No.	31581	Over	Swan River
County of	Itasca	Road or Street No.	CSAH 70
Township of	Trout Lake	Road or Street Name	
Municipality of		Proposed Const Year	2025

Does the municipality have a population of 5,000 or less? ■ Yes ☐ No

Eligibility

Local Bridge Planning Index (LPI) 39

NBI Appraisal Ratings: Deck Geometry 5 Approach Roadway 8 Waterway Adequacy 8

Date of Council/Board action prioritizing this bridge March 28, 2023

Is this a road-in-lieu of bridge project? ☐ Yes ■ No

Prioritization

How many people are affected by this deficiency? _____ What is the ADT on this bridge? 690

Describe the economic importance of replacing this bridge.

Replacing this deficient structure will ensure continued reliable operation of Itasca County's transportation system and provide for safe and efficient movement of goods and services through Itasca County.

Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ■ No

(Attach additional sheets for explanation if necessary)

Is the township net tax capacity less than $300,000? ☐ Yes ■ No

Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ■ No

National Register of Historic Places link here: http://www.nps.gov/history/nr/research/

Cost Estimate

	Eligible Amount	Ineligible Amount
Structure Costs	$567,115.00	$0
Approach Costs	$0	$257,253.50
Engineering Costs	$	$50,000.00
Total Costs	$567,115.00	$307,253.50
Total Project Cost	$ 874,368.50	

Karen Grandea
County/City Engineer

12-14-23
Date

DSAE

DISTRICT STATE AID ENGINEER RECOMMENDATION

Replace X Defer _____

Derek Fredrickson
Digitally signed by Derek Fredrickson
Date: 2024.01.10 15:52:44 -06'00'

District State Aid Engineer Signature Date

Approval

STATE AID USE ONLY

Federal-Aid	$ 659,494.80
State-Aid	$ 51,450.70
Local/Other	$
Town Bridge	$
Unallocated Town Bridge	$
State Bridge Funds	$ 113,423.00
Total	$ 824,368.50

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 4, 2025

RESOLUTION 2025-4

RESOLUTION

For Agreement to State Transportation Fund

Local Bridge Replacement Program

Grant Terms and Conditions

SAP 031-670-010

February 4, 2025

WHEREAS, Itasca County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 31582; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $303,496.01 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Itasca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on February 4, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

EXHIBIT F
GENERAL TERMS AND CONDITIONS FOR
LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

Article I
DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LBRP Grant" - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LBRP" - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LBRP Grant" - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

"Public Entity" - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

Article II
GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public **Ownership,** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually

determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public **Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.

B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification **of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LBRP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT' s obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess **Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property**. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV
DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is

expressed by way of the following two formulas:

Formula #1:
Cumulative Advances $\leq$ (Program Grant) × (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:
Cumulative Advances $\leq$ (Program Grant) × (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.

B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V
MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the

condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the

provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at:
Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at:
Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks**. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-352

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Kory Cease, Karin Grandia

AGENDA ITEM:
Notice and Terms of Sale for Old County Balsam Garage

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Direct County Fee Owned Land Sale.

BACKGROUND:
The Land Department is requesting that the County Board set the values and terms of sale per the attached Notice and Terms for Direct County Land Sale. The Itasca County Board has requested that the previous Balsam County Garage property be put up for public auction. Proceeds from the sale shall be deposited to the Transportation Department for replacement of the salt shed and cold storage buildings.

COUNTY ATTORNEY REVIEW: Yes and/or pending

SUPPORTING DOCUMENTATION:
1. NOTICE AND TERMS DIRECT COUNTY LAND SALE 2025

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, April 1, 2025

RESOLUTION 2025-9

RE: NOTICE AND TERMS OF DIRECT ITASCA COUNTY FEE-OWNED LAND SALE

WHEREAS, the County Board has approved sale of direct county fee-owned lands and said lands have been filed with the County Auditor and duly approved by the County Land Commissioner, and

WHEREAS, the County Board is designated with authority to provide for the sale of such direct county fee-owned lands on terms included in the Notice of Sale, now

NOW THEREFORE BE IT RESOLVED, that the Notice and Terms of Direct Itasca County Fee-Owned Land Sale be given by publication in the official newspaper of the County as provided by law, that Itasca County offer such parcels of land for sale in said Notice of Sale and that such sale shall commence at 10:00 A.M. on May, 1, 2025, and conclude at 10:00 A.M. May 15, 2025, through Public Surplus website www.publicsurplus.com

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on April 1, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

NOTICE OF DIRECT ITASCA COUNTY FEE OWNED LAND SALE
May 1, 2025, 10:00 A.M. – May 15, 2025, 10:00 A.M.

NOTICE IS HEREBY GIVEN, for sale to the highest bidder, the following described parcels of land, which have been appraised as provided by law. Said sale will be governed as to the terms by resolution of the County Board authorizing the same and **shall commence at 10:00 A.M. on May 1, 2025 and conclude at 10:00 A.M. on May 15, 2025** through Public Surplus website www.PublicSurplus.com

KORY CEASE, Itasca Co. Land Commissioner AUSTIN ROHLING, Itasca Co. Auditor/Treasurer

The auction results will be posted on the county's real estate website. https://www.co.itasca.mn.us/304/Real-Estate

RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING THE TERMS OF SALE

WHEREAS, the County Board has approved sale of direct county fee owned lands and said lands have been filed with the County Auditor and duly approved by the County Land Commissioner, and

WHEREAS, the County Board is designated with authority to provide for the sale of such direct county fee owned lands on terms included in the Notice of Sale, now

THEREFORE, BE IT RESOLVED, that the Notice of Direct Itasca County Fee Owned Land Sale be given by publication in the official newspaper of the County as provided by law, that Itasca County offer such parcels of land for sale in said Notice of Sale and that such sale shall commence at 10:00 A.M. on May 1, 2025 and conclude at 10:00 A.M. May 15, 2025 through Public Surplus website www.publicsurplus.com

TERMS OF SALE

The County Board is designated to provide terms for the sale of such land and such parcels shall be sold on the following terms, to wit: All tracts will be sold by on-line auction to the highest bidder at not less than the appraised tract value listed.

The full amount of the parcel is due within 30 days. No timber or earthen materials shall be removed, cut or damaged until the entire purchase price for the parcel is paid in full.

All bidders must register with Public Surplus, before the beginning of the land sale. No bidder can act in any capacity on behalf of a non-eligible bidder for the purpose of purchasing direct county land from Itasca County.

Itasca County may suspend participation in any or all future land sales of bidders who violate the terms of sale.

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, improvements, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235 and any associated liabilities. No representation is made as to the condition of the structure, its fixtures or contents, or their suitability for any particular use.

All parcels of land sold hereunder shall be subject to zoning ordinances, existing easements, existing railway and highway easements, power and pipeline easements and leases, if any.

All lands whether zoned or not zoned, which do not abut a legalized highway, are subject to any and all existing restrictions empowered by statute relating to the expenditure of public lands.

The County Board or Land Commissioner may, in the interest of the county, withdraw any parcel of land on the list from sale, and/or reject any or all bids at their sole discretion.

Pursuant to conditions set forth in Minnesota Statute 373.01 (f), the county may employ a broker to sell real estate or personal property that remains unsold after advertising for and consideration of bids or proposals on the property.

The County Board or Land Commissioner may order a reappraisal or withdraw said lands from sale.

Pursuant to Minn. Stat. 373.01 (h), in no case shall lands be disposed of without there being reserved to the county all iron ore and other valuable minerals in and upon the lands, with right to explore for, mine and remove the iron ore and other valuable minerals, nor shall the minerals and mineral rights be disposed of, either before or after disposition of the surface

rights, otherwise than by mining lease, in similar general form to that provide by section 93.20 for mining leases affected state lands.

All deeds shall be recorded with the County Recorder prior to issuing the deed to the purchaser. The purchaser must pay the $25.00 deed application fee and the $46.00 recording fee. In the event of Torrens Property there may be additional recording fees.

A deed tax of $1.65 for the first $3,000.00 of the purchase price plus $1.65 for each additional $500.00 or fraction thereof shall be paid by the purchaser to the County Auditor/Treasurer.

Purchasers are required to pay a fee of $50.00 for recording the well certificate where applicable, prior to the Auditor/Treasurer delivering the deed to the purchaser.

Except for land in platted subdivisions and lands conveyed for correcting legal descriptions, all deeds requested after August 1, 1991, will contain the following statement: This property is not eligible for enrollment in a state funded program providing compensation for conservation of marginal land and wetlands.

ALL SALES ARE FINAL. A winning bid constitutes a legal binding contract. In cases of default, Itasca County will retain the bid deposit based on bid amount and may offer parcel(s) to the next highest bidder. Itasca County may suspend participation of defaulting bidders in any or all future land sales. If the buyer fails in performance of their obligations, Itasca County may exercise such rights and pursue such remedies as are provided by law. By submitting a bid, a bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of online sales, and agrees to pay for, if the bid is accepted, by the dates and times specified.

Itasca County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders who require special accommodation to participate in this sale should inform the Real Estate Office as soon as possible and more than three working days before the sale. You may write to the return address shown on this notice or call telephone no. 218-327-2855 or TDD no. 218-327-2806 or 218-327-2847.
Questions regarding the sale should be directed to the Itasca County Land Department, Real Estate Office, 1177 LaPrairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855). Land sale information is also available on-line at www.co.itasca.mn.us/304/Real-Estate

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-342

DEPARTMENT: Human Resources
TIME REQUESTED: 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Fringe Benefits for County Assessor

BOARD ACTION REQUESTED:
Approve the Fringe Benefits for County Assessor and set the salary at Grade 15, Step 2 ($92,872.00).

Following approval the Oath of Office will be administered.

BACKGROUND:
Mr. Hillback has been serving as Interim County Assessor since October 4, 2024. The County Board took action to appoint Mr. Hilback as County Assessor at their meeting on March 4, 2025, for the remainder of the vacant, unexpired term ending December 31, 2028, pending approval by the Department of Revenue pursuant to M.S. 273.061, subd. 1. The requested action completes the appointment.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MN Statute 273.061
2. Hilback - County Assessor Fringe Benefits 2025

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

273.061 ESTABLISHMENT OF OFFICE FOR EACH COUNTY.

Subdivision 1. **Office created; appointment, qualifications.** Every county in this state shall have a county assessor. The county assessor shall be appointed by the board of county commissioners. The assessor shall be selected and appointed because of knowledge and training in the field of property taxation and appointment shall be approved by the commissioner of revenue before the same shall become effective. Upon receipt by the county commissioners of the commissioner of revenue's refusal to approve an appointment, the term of the appointee shall terminate at the end of that day.

The commissioner of revenue may grant approval on a probationary basis for a period of two years. The commissioner must base the decision to impose a probationary period on objective and consistent criteria. At the end of the two-year probationary period, the commissioner may either refuse to approve the person's appointment for the remainder of the person's four-year term, approve the person's appointment but only for another two-year probationary period, or unconditionally approve the person's appointment for the remainder of the four-year term for which the person was originally appointed by the county board. The criteria shall not be considered rules and are not subject to the Administrative Procedure Act.

Notwithstanding any law to the contrary, a county assessor must have senior accreditation from the state Board of Assessors by January 1, 1992, or within two years of the assessor's first appointment under this section, whichever is later.

Subd. 1a. **Compatible offices.** A person appointed as the county assessor also may serve as the county auditor, county treasurer, or county auditor-treasurer if those offices are appointive, provided that the person in the combined appointed office must not serve on the county board of appeal and equalization under section 274.13. In a county in which the functions of the county assessor are combined with those of the county auditor or county auditor-treasurer, the county board may not delegate any authority, power, or responsibility under section 375.192, subdivision 4.

Subd. 1b. **Compatible offices in counties changing to appointed auditor.** In a county in which the office of auditor, treasurer, or auditor-treasurer is an elective position, a person appointed as the county assessor also may serve as the county auditor, county treasurer, or county auditor-treasurer if a proposal to make the affected office appointive has been approved as required by other law and will be effective within five years.

Subd. 1c. **Incompatible offices.** The person appointed as the county assessor must not also be the county attorney, a county board member, an elected county auditor, an elected county treasurer, an elected county auditor-treasurer, a town board supervisor for a town in the same county, or a city mayor or council member for a city in the same county. The person appointed as the city assessor must not also be a city council member or mayor for the same city. A person appointed as the town assessor must not also be a town board supervisor for the same town. Except as provided in subdivision 1b, an assessor who accepts a position that is incompatible with the office of assessor is deemed to have resigned from the assessor position.

Subd. 2. **Term; vacancy.** (a) The terms of county assessors appointed under this section shall be four years. A new term shall begin on January 1 of every fourth year after 1973. When any vacancy in the office occurs, the board of county commissioners, within 90 days thereafter, shall fill the same by appointment for the remainder of the term, following the procedure prescribed in subdivision 1. The term of the county assessor may be terminated by the board of county commissioners at any time, on charges of malfeasance, misfeasance, or nonfeasance by the commissioner of revenue. If the board of county commissioners does not intend to reappoint a county assessor who has been certified by the state Board of Assessors, the board shall present written notice to the county assessor not later than 90 days prior to the termination of the

assessor's term, that it does not intend to reappoint the assessor. If written notice is not timely made, the county assessor will automatically be reappointed by the board of county commissioners.

(b) In the event of a vacancy in the office of county assessor, through death, resignation or other reasons, the deputy (or chief deputy, if more than one) shall perform the functions of the office. If there is no deputy, the county auditor shall designate a person to perform the duties of the office until an appointment is made as provided in clause (a). Such person shall perform the duties of the office for a period not exceeding 90 days during which the county board must appoint a county assessor. Such 90-day period may, however, be extended by written approval of the commissioner of revenue.

(c) In the case of the first appointment under paragraph (a) of a county assessor who is accredited but who does not have senior accreditation, an approval of the appointment by the commissioner shall be provisional, provided that a county assessor appointed to a provisional term under this paragraph must reapply to the commissioner at the end of the provisional term. A provisional term may not exceed two years. The commissioner shall not approve the appointment for the remainder of the four-year term unless the assessor has obtained senior accreditation.

Subd. 3. **Oath.** Every county assessor, before entering upon duties, shall take and subscribe the oath required of public officials.

Subd. 4. **Assistants.** With the approval of the board of county commissioners, the county assessor may employ one or more assistants and sufficient clerical help to perform the duties of the assessor's office.

Subd. 5. **Offices; supplies.** The board of county commissioners shall provide suitable office space and equipment at the county seat for the county assessor, assistants and clerical help, and shall furnish such books, maps, stationery, postage and supplies as may be necessary for the discharge of the duties of the office.

Subd. 6. **Salaries; expenses.** The salaries of the county assessor and assistants and clerical help, shall be fixed by the board of county commissioners and shall be payable out of the general revenue fund of the county.

In addition to their salaries, the county assessor and assistants shall be allowed their expenses for reasonable and necessary travel in the performance of their duties, including necessary travel, lodging and meal expense incurred by them while attending meetings of instructions or official hearings called by the commissioner of revenue. These expenses shall be payable out of the general revenue fund of the county, and shall be allowed on the same basis as such expenses are allowed to other county officers.

Subd. 7. **Division of duties between local and county assessor.** The duty of the duly appointed local assessor shall be to view and appraise the value of all property as provided by law, but all the book work shall be done by the county assessor, or the assessor's assistants, and the value of all property subject to assessment and taxation shall be determined by the county assessor, except as otherwise hereinafter provided. If directed by the county assessor, the local assessor must perform the duties enumerated in subdivision 8, clause (16), and must enter construction and valuation data into the records in the manner prescribed by the county assessor.

Subd. 8. **Powers and duties.** The county assessor shall have the following powers and duties:

(1) To call upon and confer with the township and city assessors in the county, and advise and give them the necessary instructions and directions as to their duties under the laws of this state, to the end that a uniform assessment of all real property in the county will be attained.

(2) To assist and instruct the local assessors in the preparation and proper use of land maps and record cards, in the property classification of real and personal property, and in the determination of proper standards of value.

(3) To keep the local assessors in the county advised of all changes in assessment laws and all instructions which the assessor receives from the commissioner of revenue relating to their duties.

(4) To have authority to require the attendance of groups of local assessors at sectional meetings called by the assessor for the purpose of giving them further assistance and instruction as to their duties.

(5) To immediately commence the preparation of a large scale topographical land map of the county, in such form as may be prescribed by the commissioner of revenue, showing thereon the location of all railroads, highways and roads, bridges, rivers and lakes, swamp areas, wooded tracts, stony ridges and other features which might affect the value of the land. Appropriate symbols shall be used to indicate the best, the fair, and the poor land of the county. For use in connection with the topographical land map, the assessor shall prepare and keep available in the assessor's office tables showing fair average minimum and maximum market values per acre of cultivated, meadow, pasture, cutover, timber and waste lands of each township. The assessor shall keep the map and tables available in the office for the guidance of town assessors, boards of review, and the county board of equalization.

(6) To also prepare and keep available in the office for the guidance of town assessors, boards of review and the county board of equalization, a land valuation map of the county, in such form as may be prescribed by the commissioner of revenue. This map, which shall include the bordering tier of townships of each county adjoining, shall show the average market value per acre, both with and without improvements, as finally equalized in the last assessment of real estate, of all land in each town or unorganized township which lies outside the corporate limits of cities.

(7) To regularly examine all conveyances of land outside the corporate limits of cities of the first and second class, filed with the county recorder of the county, and keep a file, by descriptions, of the considerations shown thereon. From the information obtained by comparing the considerations shown with the market values assessed, the assessor shall make recommendations to the county board of equalization of necessary changes in individual assessments or aggregate valuations.

(8) To become familiar with the values of the different items of personal property so as to be in a position when called upon to advise the boards of review and the county board of equalization concerning property, market values thereof.

(9) While the county board of equalization is in session, to give it every possible assistance to enable it to perform its duties. The assessor shall furnish the board with all necessary charts, tables, comparisons, and data which it requires in its deliberations, and shall make whatever investigations the board may desire.

(10) At the request of either the board of county commissioners or the commissioner of revenue, to investigate applications for reductions of valuation and abatements and settlements of taxes, examine the real or personal property involved, and submit written reports and recommendations with respect to the applications, in such form as may be prescribed by the board of county commissioners and commissioner of revenue.

(11) To make diligent search each year for real and personal property which has been omitted from assessment in the county, and report all such omissions to the county auditor.

(12) To regularly confer with county assessors in all adjacent counties about the assessment of property in order to uniformly assess and equalize the value of similar properties and classes of property located in

adjacent counties. The conference shall emphasize the assessment of agricultural and commercial and industrial property or other properties that may have an inadequate number of sales in a single county.

(13) To render such other services pertaining to the assessment of real and personal property in the county as are not inconsistent with the duties set forth in this section, and as may be required by the board of county commissioners or by the commissioner of revenue.

(14) To maintain a record, in conjunction with other county offices, of all transfers of property to assist in determining the proper classification of property, including but not limited to, transferring homestead property and name changes on homestead property.

(15) To determine if a homestead application is required due to the transfer of homestead property or an owner's name change on homestead property.

(16) To perform appraisals of property, review the original assessment and determine the accuracy of the original assessment, prepare an appraisal or appraisal report, and testify before any court or other body as an expert or otherwise on behalf of the assessor's jurisdiction with respect to properties in that jurisdiction.

Subd. 8a. **Additional powers and duties of the commissioner of revenue, county assessors and local assessors.** Notwithstanding any provision of law to the contrary, in order to promote a uniform assessment and review of assessments, the commissioner of revenue, county assessors and local assessors may exchange data on property which are classified under chapter 13 as public, nonpublic or private. The data for any property may include but is not limited to its sales, income, expenses, vacancies, rentable or usable areas, anticipated income and expenses, projected vacancies, lease information, and private multiple listing service data. Data exchanged under this provision that is classified as nonpublic or private data shall retain its classification.

Subd. 9. **Additional general duties.** Additional duties of the county assessor are as follows:

(1) to make all assessments, based upon the appraised values reported by the local assessors or assistants and the county assessor's own knowledge of the value of the property assessed;

(2) to personally view and determine the value of any property that because of its type or character may be difficult for the local assessor to appraise;

(3) to make all changes ordered by the local boards of review, relative to the net tax capacity of the property of any individual, firm or corporation after notice has been given and hearings held as provided by law;

(4) to enter all assessments in the assessment books, furnished by the county auditor, with each book and the tabular statements for each book in correct balance;

(5) to prepare all assessment cards, charts, maps and any other forms prescribed by the commissioner of revenue;

(6) to attend the meeting of the county board of equalization; to investigate and report on any assessment ordered by said board; to enter all changes made by said board in the assessment books and prepare information reported to the commissioner under section 270C.85, subdivision 2, clause (4); to enter all changes made by the State Board of Equalization in the assessment books; to deduct all exemptions authorized by law from each assessment and certify to the county auditor the taxable value of each parcel of land, as described and listed in the assessment books by the county auditor, and the taxable value of the personal property of each person, firm, or corporation assessed;

(7) to investigate and make recommendations relative to all applications for the abatement of taxes or applications for the reduction of the net tax capacity of any property; and

(8) to perform all other duties relating to the assessment of property for the purpose of taxation which may be required by the commissioner of revenue.

Subd. 10. **Assessor in unorganized territory.** In counties having unorganized territory divided into one or more assessment districts, the board of county commissioners may appoint the county assessor for all such districts. In such case the assessor shall receive no compensation for performing the duties of assessor. The assessor shall, however, be allowed expenses for reasonable and necessary travel in the performance of duties. Such expenses shall be payable out of the general revenue fund of the county.

Subd. 11. MS 1980 [Repealed, 1Sp1981 c 4 art 1 s 189]

History: *Ex1967 c 32 art 8 s 1; 1969 c 9 s 68,69; 1969 c 498 s 1; 1971 c 434 s 4,5; 1973 c 123 art 5 s 7; 1973 c 582 s 3; 1974 c 18 s 1; 1974 c 567 s 1; 1975 c 301 s 3; 1975 c 339 s 8; 1975 c 437 art 1 s 32; 1976 c 181 s 2; 1977 c 434 s 10; 1979 c 50 s 30; 1980 c 423 s 5; 1984 c 593 s 13; 1986 c 444; 1987 c 268 art 7 s 28-30; 1988 c 719 art 5 s 84; art 7 s 6,7; 1989 c 277 art 2 s 17,18; 1989 c 329 art 13 s 20; 1Sp1989 c 1 art 3 s 6; 1993 c 375 art 3 s 12; art 5 s 7; art 11 s 2; 1994 c 587 art 5 s 2; 1Sp2001 c 5 art 7 s 14,15; 2003 c 127 art 5 s 12-14; 2009 c 86 art 1 s 51; 2010 c 354 s 3,4; 2013 c 143 art 4 s 15; 2014 c 308 art 9 s 25; 1Sp2017 c 1 art 15 s 14; 1Sp2019 c 6 art 18 s 5*

FRINGE BENEFITS--COUNTY ASSESSOR

The following fringe benefits for the County Assessor is effective March 4, 2025, until declared otherwise by the Itasca County Board.

William Hilback will serve a six-month probationary period and upon the successful completion and performance review of the six months, a step increase will be granted. Annual step increases on the anniversary date of the appointment will also be based on satisfactory performance.

HOLIDAYS - The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day	Labor Day	3 Floating Holidays
President's Day	Martin Luther King Day	
Thanksgiving Day	Veteran's Day	
Day after Thanksgiving	Independence Day	
Memorial Day	Christmas Eve Day	
Christmas Day	Juneteenth	

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Service	Accrual
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

For purposes of vacation accrual, William's service credit date shall be **September 10, 2012.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave, beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked. For the purposes of sick leave accrual, William Hilback's service credit date is **September 10, 2012**.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours 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

.

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

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

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

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

For the High Deductible Plan Options 1 & 2 the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the 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 and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

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 Fringe Benefits – County Assessor document.

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 Appointment, 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 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 Health

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost

shall come from the retiree 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 and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

For appointed officials newly hired to Itasca County after 01/01/2000, the maximum County payment for retirement group insurance premiums and deductibles shall not exceed $10,000.

LIFE INSURANCE

ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is $1500.00 per person. In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present dental insurance shall be provided.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein 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

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 are defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, 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.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. (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.

An employee will not receive severance pay if he/she has less than five years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

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.

Any payment made upon termination due to death or disability retirement 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

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

Fringe Benefits--County Assessor

WORK HOURS –
Appointed positions are considered full-time and require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Dates: 10/11/2016; 10/24/2017; 06/12/2018; 12/18/2018; 6/23/2020; 8/23/22

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-139

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

04/01/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-314

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Itasca County Delegation

AGENDA ITEM:
Legislative Conference Call

BOARD ACTION REQUESTED:
Hold a Legislative Conference Call with Itasca County Delegation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025 Legislative Priorities FINAL

04/01/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848

Itasca County
2025 Legislative Priorities
FINAL

- Canisteo Mine Pit Continued O & M Costs
- Hwy 169 – Support efforts for double lane completion
- Increase PILT Reimbursement, Emphasis on Lakeshore Property PILT
- Appropriate reimbursement on ICWA funding based on costs and utilization
- EMS Funding
- Lift Nuclear Moratorium/Energy Transition – Include Biomass as Carbon Neutral
- New Business Economic Development/Investment – Recent Leg Impacts
- Recreation Enforcement State Funding Process
- Tax Forfeiture and Funding

For Legislative Discussion:

Wolf Management and Economic Impact

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-69

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of April 2, 2025, in the amount of $359,306.21.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-347

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Nashwauk Ambulance Subordinate Service District Bids

BOARD ACTION REQUESTED:
Authorize going out for bids for the Nashwauk Ambulance Subordinate Service District.

BACKGROUND:
The City of Nashwauk desires to discontinue providing basic life support ambulance services under State of Minnesota license certificate #0172 effective December 31, 2025. The County has established the Nashwauk Ambulance Subordinate Service District pursuant to Resolution 2025-8 adopted February 25, 2025.

The bids will be brought back before the County Board for Final Approval on May 20, 2025.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. RFB- Nashwauk Ambulance Subordinate Service District Bid Packet April 2025
2. 02-25-2025 Resolution 2025-8

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

Request for Bid, Itasca County MN

1. BID INTENT

Itasca County, Minnesota (County) intends to contract with a single entity (Contractor) for professional services to provide ambulance service to the Nashwauk Ambulance Subordinate Service District (NASSD) based upon responses to this request for bids (RFB).

2. COUNTY AUTHORITY TO CONTRACT

The County is a political subdivision of the State of Minnesota with authority to provide ambulance service pursuant to Minnesota Statutes 471.476 and to finance County services delivered to a portion thereof through establishment of a subordinate service district pursuant to Minnesota Statutes Chapter 375B. The County is authorized to purchase professional services by issuance of an RFB by Minnesota Statues 471.345.

3. BACKGROUND

The City of Nashwauk desires to discontinue providing basic life support ambulance service under State of Minnesota license certificate # 0172 effective December 31, 2025. The County has established the NASSD pursuant to Resolution 2025-8 adopted February 25, 2025 (Attachment #1).

4. PRIMARY SERVICE AREA

The Nashwauk Ambulance Primary Service Area (PSA) as presently defined by the State of Minnesota Office of Emergency Medical Services (formerly Minnesota Emergency Medical Services Regulatory Board) pursuant to Minnesota Statutes Chapter 144E is as follows:

All of the following Townships: In Itasca County, T54NR22W, T54NR23W – sections 1 through 3, 11 through 14, and 24; T55NR22W, T55NR23W – sections 1 through 17, 21 through 28, 34 through 36; T56NR22W, T56NR23W, T56NR24W – sections 1 through 4, 9 through 16, 23 through 26, 36, the NE ¾ of 22; T57NR22W, T57NR23W, T57NR24W – sections 1 through 4, 9 through 16, 21 through 28, 33 through 36; T58NR22W, T58NR23W, T58NR24W – sections 1 through 8, 20 through 28, 33 through 36; T59NR22W – sections 2 through 36; T59NR23W, T59NR24W – sections 12, 13, 24, 25, 31 through 36; T60NR22W – sections 3 through 10, 14 through 23, 26 through 35; T60NR23W, T61NR22W, T61NR23W – sections 10 through 15, 22 through 27, 34 through 36, the S ½ of 1 and 2, the E ½ of 9, 16, 21, 28, and 33. (Attachments #2 and 2A).

The County reserves the right to amend the PSA during the initial term of the contract or any extensions thereof upon the mutual consent of the County, Contractor, the jurisdiction presently served, and the Minnesota Office of Emergency Medical Services.

5. OTHER GENERAL INFORMATION

No hospitals or nursing homes are licensed in the NASSD. Enhanced 911 dispatch communication services are provided to the NASSD by the Itasca County Sheriff's Office through land lines, pagers, and radio (assigned statewide frequency 000155.5575). The present City Administrator/Clerk/Treasurer for the City of Nashwauk is April Kurtock.

6. ASSETS AVAILABLE TO THE CONTRACTOR

The City of Nashwauk will allow the successful bidder the following usage within the Nashwauk Public Safety Building: one vehicle bay, upstairs office, living quarters, EMS specific storage cabinets, and access to generally shared areas within the building. Use of these areas will be at no charge for one year. After one year of use, the City may consider charging a negotiated fee. A second vehicle bay may be utilized for a negotiated fee pursuant to action of March 11, 2025 by the Nashwauk City Council (Attachment #3).

7. HISTORICAL DATA TO BE OBTAINED BY THE CONTRACTOR

The City of Nashwauk has been requested by the NASSD to provide historical data and other information on the existing ambulance service in the format labeled as Attachment #4. The NASSD makes no representations as to the availability, timeliness, or accuracy of information provided. The Contractor shall be responsible to use its own judgment in relying on information provided by others and is expected to independently verify the same. Please note that Itasca County had a contract for $60,000 to provide ambulance services with the City of Nashwauk up until 2024, and $75,000 in 2025. This contract will no longer exist once the NASSD is established. Therefore, please factor that loss of revenue into your calculations.

8. TERM OF CONTRACT, ASSIGNABILITY & TERMINATION WITH CAUSE

The initial term of the contract will be three years with up to three two-year extensions upon mutual agreement of the County and Contractor. The contract is not assignable by the Contractor to others. The contract may be terminated by either party after notice of failure to remedy a material breach.

9. INDEMNIFICATION & INSURANCE

The Contractor will be required to maintain the following insurance coverage throughout the term of the contract and provide the County with evidence of such coverage:

Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;

By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the

Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

By reason of any injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.

Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a liability insurance policy in the amount of $1,500,000.00 for total injuries or damages arising from any one incident and $3,000,000.00 general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: $500,000.00 each Accident, Bodily Injury by Disease: $500,000.00 each employee, Bodily Injury by Disease: $500,000.00 policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of $1,500,000.00 for bodily injury and property damage covering owned, non-owned and hired automobiles. County of Itasca must be named additional insured throughout the duration of this agreement and the contractor shall provide a copy of the insurance certificate to the agency.

The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statues, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

10. PERFORMANCE BASED RELATIONSHIP

This RFB is intended to result in a contract that commits the County and Contractor to mutually developed performance standards. Essential areas that will be documented and routinely reported to the county board include:

A. Response times.
B. Quality control programs for staff, facilities, and equipment.
C. Compliance with all related licensure, certifications, and medical protocols.
D. Accurate and timely reporting of required information.
E. Customer and community satisfaction with the services provided.
F. Cost effectiveness.

11. OBLIGATION TO CONTRACT

The County reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this RFB if it is in the best interests of the County to do so. Upon award of the bid by the County Board, the bidder shall enter into a written contract with the County of Itasca County, to provide ambulance service to the Nashwauk Ambulance Subordinate Service District (NASSD).

12. RFP IMPLEMENTATION TIMETABLE

Released to all area ambulance providers	April 02, 2025
Deadline for clarification requests	April 30, 2025
Responses due	May 14, 2025
Evaluation team recommendation	May 15, 2025
Itasca County Board Approval & Contractor selected	May 20, 2025
Contract Executed by	June 17, 2025
Service initiated	Jan 01, 2026

13. RESPONSE INSTRUCTIONS

One original response to this RFB shall be submitted on or before 3:30 PM May 14, 2025. Any responses received after the deadline will not be opened. No Bid may be withdrawn for a period of thirty-five days after the scheduled deadline. Responses shall be submitted in a sealed container. The outside of the container shall be labeled NASSD RFB Response and shall be delivered to:

Itasca County Health and Human Services
Attn: Nashwauk Ambulance PSA Subordinate Service District
1209 SE 2nd Avenue
Grand Rapids, MN 55744

14. BID OPENING, EVALUATION TEAM, CONTRACTOR ATTENDANCE

An RFB evaluation team will meet at the Itasca County Health & Human Services, Itasca Resource Center, Room 157 at 9:00 AM on May 15, 2025. Responses will be publicly opened at that time and the team will discuss a process for submitting a recommendation to the County Board of Commissioners by May 20, 2025. Contractors responding to the RFB may attend the bid opening to respond to any questions the evaluation team may have.

15. CONTRACTOR SELECTION

The Contractor selection will be considered by the Itasca County Board of Commissioners at a regular meeting held at the Itasca County Courthouse, Boardroom, beginning at 2:30 PM on May 20, 2025. Contractors responding to the RFB are required to attend to respond to any questions from the Board or the public.

16. BID FORMAT AND CONTENT

Contractors shall make their bids brief and concise, yet with sufficient detail to allow for a thorough evaluation. Each bid shall include as a minimum this sequence and format:

A. Introduction
   Express your commitment to enter into a contract consistent with your response to this RFB.

B. Qualifications
A brief description of the firm's background, recent experience with similar projects, and the principal individual responsible for managing the proposed relationship.

C. Work Plan
Describe the level and methods of providing ambulance service to the NASSD including a staffing plan to ensure one crew is available at all times in the NASSD.

D. Nashwauk Public Safety Building Space Available to Contractor
Explain your proposed use of the one vehicle bay within the Nashwauk Public Safety Building from the City of Nashwauk (Refer to Attachment #3 for defined available space).

E. Schedule
Include a proposed implementation schedule indicating major benchmarks necessary for implementing service by the Contractor on or before January 1, 2026.

F. Fees for Service
Indicate a fee for service schedule and the party responsible for collections.

G. Costs
Submit a lump sum cost proposal for each contract year of service, this should include proposed expenditures, revenue, profit margin, and net cost for each year.

H. References
List former clients for whom similar or comparable services have been performed. Include the name, mailing address, and telephone number of the appropriate contact person.

I. Proprietary Information
Any information provided in a RFB response is public information unless clearly identified as trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37.

Any inquiries regarding this RFB may be directed to:

Eric Villeneuve, Itasca County Health and Human Services Director
1209 SE 2nd Avenue, Grand Rapids, MN 55744
Phone: 218-327-6117 Facsimile: 218-327-5532 TDD: 711 or 1-800-627-3529
E-Mail: eric.villeneuve@co.itasca.mn.us

Any questions relating to Nashwauk Ambulance Service, finances, ambulance run data, or the Primary Service Area (PSA) may be directed to:

April Kurtock, City Administrator/Clerk/Treasurer
301 Central Avenue, Nashwauk, MN 55769
Phone: 218-885-1210 Facsimile: 218-885-1305
E-Mail: akurtock@nashwaukmn.gov

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 25, 2025

RESOLUTION 2025-8

RE: Establishing a County Subordinate Service District for the Nashwauk Ambulance Primary Service Area

WHEREAS, The City of Nashwauk desires to discontinue providing existing ambulance service to the Nashwauk Ambulance Primary Service Area (PSA) as presently defined by the Office of Emergency Medical Services pursuant to MS Chapter 144E, and

WHEREAS, Ambulance service licensed under chapter 144E may be financed by a County Subordinate Service District pursuant to MS 375B.09, and

WHEREAS, The Nashwauk Ambulance Primary Service Area (PSA) covers areas within Itasca County,

NOW THEREFORE BE IT RESOLVED,

1. That the Itasca County Board hereby establishes a County Subordinate Service District for the Nashwauk Ambulance Primary Services Area as follows:
    a. General description of territory to be included in the district – Nashwauk Ambulance Primary Service Area (PSA) as defined by the Office of Emergency Medical Services.
    b. Type of service – emergency medical services, including ambulance as defined by MS Chapter 144E after December 31, 2025.
    c. Statement by which the services will be financed - property tax levy, or service charge, or combination thereof within the Nashwauk Ambulance PSA.
    d. Designation of agency or officer who will be responsible for supervision – the Itasca County Board of Commissioners.

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on February 25, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

Minnesota Emergency Medical Services Regulatory Board (EMSRB)

PRIMARY SERVICE AREA

Ambulance Service: NASHWAUK AMBULANCE SERVICE, NASHWAUK

EMS#: 0172

Region: Northeast

Service Level: Basic

The Primary Service area is within the following County or Counties: Itasca

Townships:

In Itasca Co.;

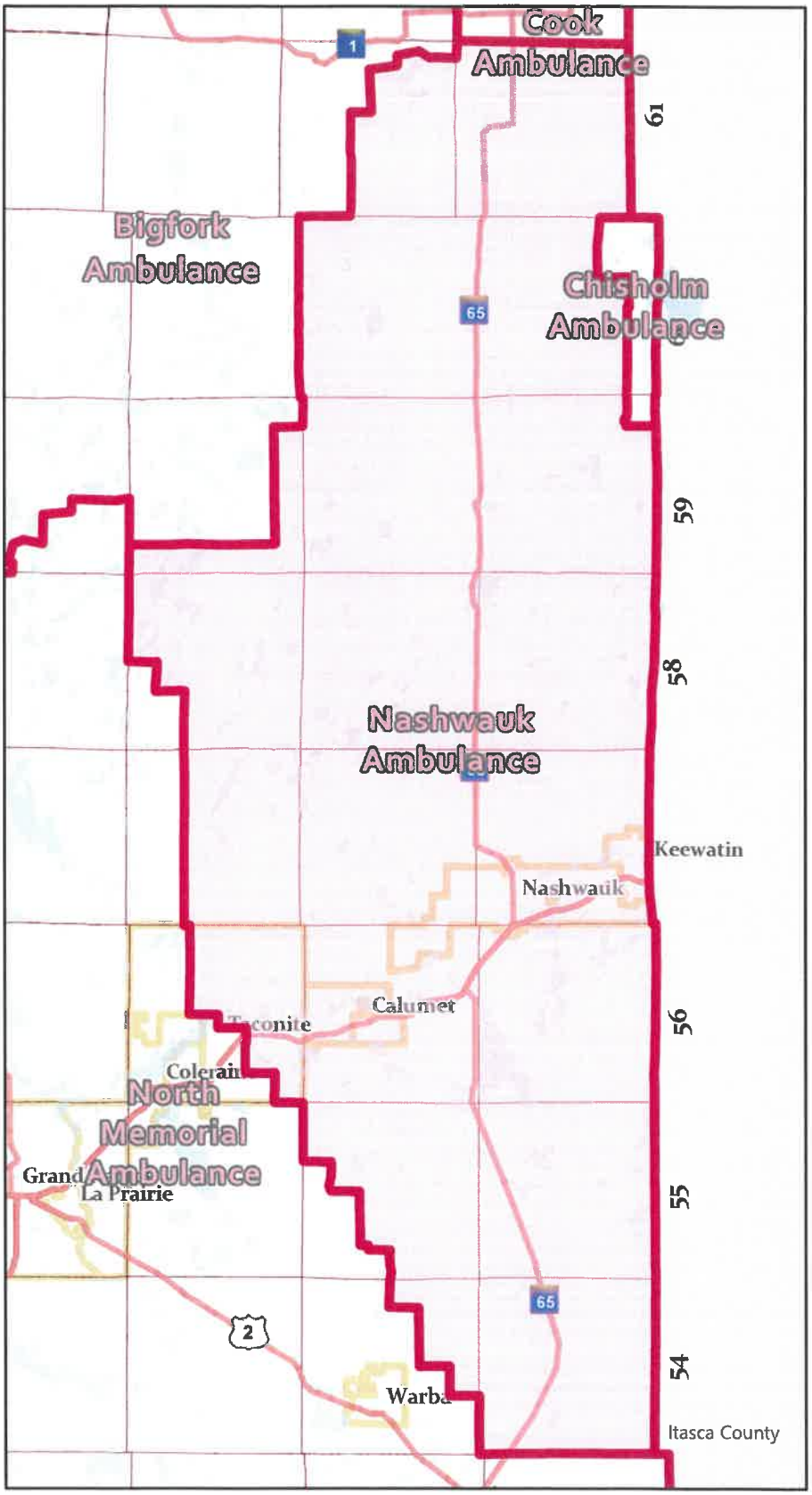
T54NR22W
T54NR23W - sections 1 through 3, 11 through 14, 24
T55NR22W
T55NR23W - sections 1 through 17, 21 through 28, 34 through 36
T56NR22W
T56NR23W
T56NR24W - sections 1 through 4, 9 through 16, 23 through 26, 36, the NE ¾ of 22
T57NR22W
T57NR23W
T57NR24W - sections 1 through 4, 9 through 16, 21 through 28, 33 through 36
T58NR22W
T58NR23W
T58NR24W - sections 1 through 18, 20 through 28, 33 through 36
T59NR22W - sections 2 through 36
T59NR23W
T59NR24W - sections 12, 13, 24, 25, 31 through 36
T60NR22W - sections 3 through 10, 14 through 23, 26 through 35
T60NR23W
T61NR22W
T61NR23W - sections 10 through 15, 22 through 27, 34 through 36, the S ½ of 1 and 2, the E ½ of 9, 16, 21, 28 and 33

This primary service area is the legal primary service area designated by the EMSRB. Any proposed changes must be reported to the EMSRB for prior approval.

Revised: September, 1997

Nashwauk Ambulance Service Area

Attachment #2



Itasca Geographic Information System
"decision support through automation"

This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

N
W E
S

0 2.5 5 10 15 Miles

COPYRIGHT - ITASCA COUNTY
ALL RIGHTS RESERVED

No reproduction of this map is allowed by any method or in any form without written permission.

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

EXTRACT OF MINUTES OF A MEETING OF THE NASHWAUK CITY COUNCIL

Pursuant to due call and notice thereof, a meeting of the Nashwauk City Council duly called and held at Nashwauk City Hall on Tuesday, March 11, 2025, at 5:30 p.m.

The following members were present: Councilor David Bruns, Councilor Tom Martire, Councilor Sheila Jensen, Councilor Terry Sullivan, Mayor Greg Heyblom,

and the following members were absent: None.

MOTION: Councilor Bruns made the motion to "Allow the successful applicant of the Itasca County RFP the following usage within the Nashwauk Public Safety Building: one vehicle bay, upstairs office, living quarters, EMS specific storage cabinets, and access to generally shared areas within the building. Use of these areas will be at no charge for one year. After one year of use, the City may consider charging a negotiated fee. A second vehicle bay may be utilized for a negotiated fee. The successful RFP applicant will provide all of their own computer equipment. All computer systems accessing the City's network must be regularly updated and maintained; no changes or additions to the network will be allowed without City approval."

SECOND: Councilor Jensen

RESULT: The motion was carried.

Ayes:	Councilor David Bruns, Councilor Tom Martire, Councilor Sheila Jensen, Councilor Terry Sullivan, Mayor Greg Heyblom.
Nays:	None.
Absent:	None.

CITY OF NASHWAUK

Budget: Ambulance Funds--EXPENDITURES

2024 YTD Amt	2024 Budget	2025 Budget	UnderLine	Account Descr		2024 % of Budget Remain
650 Nashwauk Ambulance						
48000 Nashwauk Ambulance						
$394,352.16	$452,326.00	$490,650.00		E 650-48000-100	Wages and Salaries	12.82%
$29,215.80	$33,924.00	$36,798.79		E 650-48000-126	Employer PERA Ambulance	13.88%
$261.60	$0.00	$705.60		E 650-48000-131	Employer Paid Life/LTD/EA	0.00%
$17,426.65	$12,000.00	$15,000.00		E 650-48000-150	2020 150 Ambulance	-45.22%
$8,295.92	$3,000.00	$9,000.00		E 650-48000-151	2012 151 Ambulance	-176.53%
$24,449.75	$28,044.00	$30,420.00		E 650-48000-165	Employer Social Security	12.82%
$5,718.23	$6,558.00	$7,114.00		E 650-48000-169	Employer Medicare	12.81%
$1,520.46	$500.00	$1,600.00		E 650-48000-200	Office Supplies	-204.09%
$32,764.46	$15,000.00	$33,000.00		E 650-48000-210	Operating Supplies	-118.43%
$941.12	$2,000.00	$2,000.00		E 650-48000-215	Clothing purchases	52.94%
$26.00	$0.00	$0.00		E 650-48000-216	Clothing Allowance - Foy	0.00%
$5,035.77	$2,000.00	$5,000.00		E 650-48000-220	Repair/Maint Supply	-151.79%
$790.52	$500.00	$800.00		E 650-48000-222	Postage	-58.10%
$4,122.50	$7,000.00	$5,000.00		E 650-48000-300	Professional Srvs	41.11%
$364.50	$1,500.00	$1,500.00		E 650-48000-305	Medical Fees	75.70%
$447.42	$200.00	$500.00		E 650-48000-306	Permits & License Fees	-123.71%
$18.00	$200.00	$200.00		E 650-48000-308	Unemployment	91.00%
$3,086.50	$4,000.00	$4,000.00		E 650-48000-310	Training	22.84%
$5,760.00	$3,000.00	$6,000.00		E 650-48000-320	Communications	-92.00%
$1,534.55	$1,000.00	$1,500.00		E 650-48000-321	Phone/Internet	-53.46%
$3,006.83	$2,000.00	$3,000.00		E 650-48000-325	Dues & Maintenance Plans	-50.34%
$2,047.15	$1,000.00	$2,000.00		E 650-48000-326	IT Services	-104.72%
$1,975.69	$2,000.00	$2,000.00		E 650-48000-334	Meetings, Mileage & Lodgin	1.22%
$0.00	$500.00	$0.00		E 650-48000-339	Other Testing	100.00%
$399.90	$0.00	$500.00		E 650-48000-340	Advertising	0.00%
$22,500.10	$25,000.00	$25,000.00		E 650-48000-360	Insurance	10.00%
$182.50	$200.00	$200.00		E 650-48000-361	Bank Charges	8.75%
$2,157.26	$4,000.00	$3,000.00		E 650-48000-380	Utility Services Electric	46.07%
$215.15	$0.00	$1,000.00		E 650-48000-383	Gas Utilities	0.00%
$2,167.19	$1,000.00	$2,200.00		E 650-48000-410	Lease & Rental	-116.72%
$0.00	$10,000.00	$0.00		E 650-48000-430	Miscellaneous	100.00%
$10,200.00	$15,000.00	$12,000.00		E 650-48000-470	Intercepts	32.00%
$3,890.00	$19,000.00	$6,000.00		E 650-48000-490	Billing Fee Ambulance	79.53%
$0.00	$0.00	$0.00		E 650-48000-720	Operating Transfers	0.00%
$1,015.49	$1,500.00	$1,000.00		E 650-48000-810	Refunds & Reimbursement	32.30%
$0.00	$0.00	$0.00		E 650-48000-900	DEPRECIATION	0.00%
$585,889.17	$653,952.00	$708,688.39				
49360 Transfers						
$0.00	$0.00	$0.00		E 650-49360-720	Operating Transfers	0.00%
$0.00	$0.00	$0.00				
$585,889.17	$653,952.00	$708,688.39				

2024 YTD Amt	2024 Budget	2025 Budget	UnderLine	Account	Descr	2024 % of Budget Remain
660 AMBULANCE TRANSFERS						
48660 AMBULANCE TRANSFER						
$24,087.98	$100,800.00	$32,585.00		E 660-48660-100	Wages and Salaries	76.10%
$1,786.95	$7,560.00	$2,443.00		E 660-48660-126	Employer PERA Ambulance	76.36%
$11,652.88	$0.00	$0.00		E 660-48660-152	Transfer 152 Ambulance	0.00%
$1,493.39	$6,249.00	$2,020.00		E 660-48660-165	Employer Social Security	76.10%
$349.23	$1,461.00	$472.00		E 660-48660-169	Employer Medicare	76.10%
$1,520.47	$0.00	$1,500.00		E 660-48660-200	Office Supplies	0.00%
$8,516.52	$15,000.00	$9,000.00		E 660-48660-210	Operating Supplies	43.22%
$941.11	$1,500.00	$1,000.00		E 660-48660-215	Clothing purchases	37.26%
$26.00	$0.00	$500.00		E 660-48660-216	Clothing Allowance - Foy	0.00%
$5,035.79	$220.00	$5,000.00		E 660-48660-220	Repair/Maint Supply	-2189.00%
$786.13	$500.00	$800.00		E 660-48660-222	Postage	-57.23%
$3,437.50	$6,000.00	$3,500.00		E 660-48660-300	Professional Srvs	42.71%
$364.50	$600.00	$600.00		E 660-48660-305	Medical Fees	39.25%
$0.00	$200.00	$200.00		E 660-48660-308	Unemployment	100.00%
$3,086.50	$0.00	$3,000.00		E 660-48660-310	Training	0.00%
$5,760.00	$1,440.00	$6,000.00		E 660-48660-320	Communications	-300.00%
$1,382.41	$2,000.00	$1,500.00		E 660-48660-321	Phone/Internet	30.88%
$3,006.84	$2,000.00	$3,000.00		E 660-48660-325	Dues & Maintenance Plans	-50.34%
$2,047.19	$1,000.00	$2,000.00		E 660-48660-326	IT Services	-104.72%
$1,447.70	$2,000.00	$1,500.00		E 660-48660-334	Meetings, Mileage & Lodgin	27.62%
$1,436.20	$3,000.00	$2,000.00		E 660-48660-335	Amb Transfer Meals	52.13%
$399.91	$20.00	$400.00		E 660-48660-340	Advertising	-1899.55%
$17,712.00	$25,000.00	$18,000.00		E 660-48660-360	Insurance	29.15%
$132.50	$150.00	$150.00		E 660-48660-361	Bank Charges	11.67%
$2,315.21	$4,000.00	$3,000.00		E 660-48660-380	Utility Services Electric	42.12%
$2.16	$0.00	$1,000.00		E 660-48660-383	Gas Utilities	0.00%
$2,167.22	$300.00	$2,200.00		E 660-48660-410	Lease & Rental	-622.41%
$894.00	$3,000.00	$1,200.00		E 660-48660-490	Billing Fee Ambulance	70.20%
$0.00	$0.00	$0.00		E 660-48660-900	DEPRECIATION	0.00%
$101,788.29	$184,000.00	$104,570.00				
49360 Transfers						
$0.00	$0.00	$0.00		E 660-49360-720	Operating Transfers	0.00%
$0.00	$0.00	$0.00				
$101,788.29	$184,000.00	$104,570.00				

CITY OF NASHWAUK
Budget: Ambulance Funds--REVENUE

2024 YTD Amt	2024 Budget	2025 Budget	UnderLine	Account Descr		2024 % of Budget Remain
650 Nashwauk Ambulance						
48000 Nashwauk Ambulance						
$482.27	$600.00	$500.00		R 650-48000-36231	Training & other Reimburs	19.62%
$60,000.00	$60,000.00	$75,000.00		R 650-48000-38001	Itasca County Amb Payme	0.00%
$553,453.71	$350,000.00	$400,000.00		R 650-48000-38002	Ambulance Billing Paymen	-58.13%
-$14,330.00	$0.00	$0.00		R 650-48000-38007	Medicare Payments Amb	0.00%
$250.00	$0.00	$0.00		R 650-48000-38008	Coroner Runs	0.00%
$900.00	$0.00	$0.00		R 650-48000-38009	Ambulance Grants	0.00%
$719.93	$2,000.00	$1,000.00		R 650-48000-38010	Miscellaneous Ambulance	64.00%
$9,044.20	$5,000.00	$9,000.00		R 650-48000-38011	Collections Ambulance	-80.88%
$179,998.65	$0.00	$0.00		R 650-48000-38016	Ambulance Aid	0.00%
$0.00	$0.00	$0.00		R 650-48000-39116	sales of assets	0.00%
$790,518.76	$417,600.00	$485,500.00				
$790,518.76	$417,600.00	$485,500.00				

2024 YTD Amt	2024 Budget	2025 Budget	UnderLine	Account Descr		2024 % of Budget Remain
660 AMBULANCE TRANSFERS						
48660 AMBULANCE TRANSFER						
$145.64	$0.00	$0.00		R 660-48660-36231	Training & other Reimburs	0.00%
$6,680.92	$0.00	$0.00		R 660-48660-36300	Insurance Claims or Refun	0.00%
$147.93	$100.00	$0.00		R 660-48660-38010	Miscellaneous Ambulance	-47.93%
$0.00	$175,000.00	$10,000.00		R 660-48660-38015	Ambulance Billing Pymts T	100.00%
$0.00	$0.00	$0.00		R 660-48660-39200	Interfund Operating Trans	0.00%
$6,974.49	$175,100.00	$10,000.00				
$6,974.49	$175,100.00	$10,000.00				

CITY OF NASHWAUK
RESOLUTION NO. 2025-04

RESOLUTION OF THE CITY OF NASHWAUK REQUESTING ITASCA COUNTY ACCEPT CONVEYANCE OF ITS AMBULANCE SERVICE EFFECTIVE JANUARY 1, 2026

WHEREAS, The City of Nashwauk ("City") is a statutory city organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the City of Nashwauk owns and operates an ambulance service; and

WHEREAS, The Nashwauk Ambulance Service has operated at a deficit for many years; and

WHEREAS, the City of Nashwauk has considered, pursued and implemented many ways to address the deficit; and

WHEREAS, the City of Nashwauk created an Ambulance Task Force, which consisted of all governmental agencies within the Nashwauk Ambulance Primary Service Area (PSA), to discuss funding options for the ambulance service; and

WHEREAS, Minnesota Statute Chapter 375B provides a means by which a county as a unit of general local government can effectively provide and finance various governmental services for its residents through a County Subordinate Service District; and

WHEREAS, at the May 29, 2024, Ambulance Task Force Meeting, all governmental agencies in attendance voiced support for the City of Nashwauk requesting that Itasca County implement a Subordinate Service District, which would require that Itasca County own and hold the license for the ambulance service; and

WHEREAS, establishing a Subordinate Service District requires time, planning, a public hearing, and implementing a property tax for taxpayers within the ambulance service PSA; and

WHEREAS, the soonest property tax could be generated through a subordinate service district for the benefit of the ambulance service is January 1, 2026; and

NOW, THEREFORE, The City Council of the City of Nashwauk hereby requests that Itasca County accept the conveyance of its ambulance service to own and operate it as the County sees fit

effective January 1, 2026; further, establishing a Subordinate Service District for the benefit of the ambulance service.

For adoption: Councilor Dave Bruns, Councilor Tom Martire, Councilor Sheila Jensen, Councilor Terry Sulilvan, Mayor Greg Heyblom.

Against Adoption: None.

Absent: None.

Passed and adopted this 28th day of January 2025.

City of Nashwauk

Greg Heyblom, Mayor

April Kurtock, City Admin/Clerk/Treasurer

CITY OF NASHWAUK, MINNESOTA

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
Year Ended December 31, 2023

	Business-type Activities - Enterprise Funds		
	Ambulance Enterprise Fund	Ambulance Transfers Enterprise Fund	[redacted]
OPERATING REVENUES			
Charges for services	$ 453,254	$ 76,193	
Franchise fees collected	-	-	
Grants and contributions	60,000	-	
Miscellaneous	4,213	1,468	
TOTAL OPERATING REVENUES	517,467	77,661	
OPERATING EXPENSES			
Electric power supply	-	-	
Personnel services	452,803	47,497	
Administrative overhead allocation	-	-	
Advertising	-	-	
Contracted services	23,862	5,819	
Supplies	50,042	24,775	
Utilities	4,917	5,267	
Billing agent fees	-	-	
Maintenance and repair	2,178	2,178	
Insurance claims and expenses	25,409	24,631	
Franchise fees	-	-	
Miscellaneous	18,524	5,721	
Depreciation	39,382	16,561	
TOTAL OPERATING EXPENSES	617,117	132,449	
OPERATING INCOME (LOSS)	(99,650)	(54,788)	
NONOPERATING REVENUES (EXPENSES)			
Interest income	-	-	
Interest expense	-	-	
Gain on sale of capital assets	10,132	-	
TOTAL NONOPERATING REVENUES (EXPENSES)	10,132	-	
NET INCOME (LOSS) BEFORE TRANSFERS, CAPITAL CONTRIBUTIONS, GRANTS AND EXTRAORDINARY ITEM	(89,518)	(54,788)	
Capital contributions	-	-	
Capital grant	-	-	
Transfers in	-	-	
Transfers out	-	-	
Extraordinary item - impairment loss	-	-	
CHANGE IN NET POSITION	(89,518)	(54,788)	
NET POSITION - JANUARY 1	357,503	115,167	
NET POSITION - DECEMBER 31	$ 267,985	$ 60,379	

The accompanying notes are an integral part of these financial statements.

CITY OF NASHWAUK, MINNESOTA

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
Year Ended December 31, 2022

	Business-type Activities - Enterprise Funds	
	Ambulance Enterprise Fund	Ambulance Transfers Enterprise Fund
OPERATING REVENUES		
Charges for services	$ 519,779	$ 122,472
Franchise fees collected	-	-
Grants and contributions	60,000	-
Miscellaneous	1,422	1,171
TOTAL OPERATING REVENUES	581,201	123,643
OPERATING EXPENSES		
Electric power supply	-	-
Personnel services	413,732	45,398
Administrative overhead allocation	-	-
Advertising	7	7
Contracted services	51,355	11,277
Supplies	44,519	37,746
Utilities	5,725	5,753
Billing agent fees	-	-
Maintenance and repair	292	175
Insurance claims and expenses	16,604	16,120
Franchise fees	-	-
Miscellaneous	36,092	9,563
Depreciation	46,039	16,560
TOTAL OPERATING EXPENSES	614,365	142,599
OPERATING INCOME (LOSS)	(33,164)	(18,956)
NONOPERATING REVENUES (EXPENSES)		
Interest income	-	-
Interest expense	-	-
TOTAL NONOPERATING REVENUES (EXPENSES)	-	-
NET INCOME (LOSS) BEFORE TRANSFERS, CAPITAL CONTRIBUTIONS AND GRANTS	(33,164)	(18,956)
Capital contributions	-	-
Capital grant	-	-
Transfers in	-	-
Transfers out	(38,298)	(27,000)
CHANGE IN NET POSITION	(71,462)	(45,956)
NET POSITION - JANUARY 1	428,965	161,123
NET POSITION - DECEMBER 31	$ 357,503	$ 115,167

The accompanying notes are an integral part of these financial statements.

CITY OF NASHWAUK, MINNESOTA

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
Year Ended December 31, 2021

	Business-type Activities - Enterprise Funds		
	Ambulance Enterprise Fund	Ambulance Transfers Enterprise Fund	
OPERATING REVENUES			
Charges for services	$ 334,009	$ 26,451	
Franchise fees collected	-	-	
Grants and contributions	60,000	-	
Miscellaneous	14,781	1,067	
TOTAL OPERATING REVENUES	408,790	27,518	
OPERATING EXPENSES			
Electric power supply	-	-	
Personnel services	242,824	17,756	
Administrative overhead allocation	-	-	
Advertising	45	10	
Contracted services	74,310	9,927	
Legal fees	4,666	-	
Supplies	43,637	30,765	
Utilities	7,520	4,665	
Billing agent fees	-	-	
Maintenance and repair	45	45	
Insurance claims and expenses	18,990	18,174	
Miscellaneous	17,674	7,774	
Depreciation	23,292	16,560	
TOTAL OPERATING EXPENSES	433,003	105,676	
OPERATING INCOME (LOSS)	(24,213)	(78,158)	
NONOPERATING REVENUES (EXPENSES)			
Interest income	-	-	
Interest expense	-	-	
Gain on sale of capital assets	-	-	
TOTAL NONOPERATING REVENUES (EXPENSES)	-	-	
NET INCOME (LOSS) BEFORE TRANSFERS, CAPITAL CONTRIBUTIONS AND GRANTS	(24,213)	(78,158)	
Capital contributions	-	-	
Capital grant	120,000	-	
Transfers in	-	-	
Transfers out	(27,058)	(127,000)	
CHANGE IN NET POSITION	68,729	(205,158)	
NET POSITION - JANUARY 1	360,236	366,281	
PRIOR PERIOD ADJUSTMENT	-	-	
NET POSITION - DECEMBER 31	$ 428,965	$ 161,123	

The accompanying notes are an integral part of these financial statements.

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 25, 2025

RESOLUTION 2025-8

RE: Establishing a County Subordinate Service District for the Nashwauk Ambulance Primary Service Area

WHEREAS, The City of Nashwauk desires to discontinue providing existing ambulance service to the Nashwauk Ambulance Primary Service Area (PSA) as presently defined by the Office of Emergency Medical Services pursuant to MS Chapter 144E, and

WHEREAS, Ambulance service licensed under chapter 144E may be financed by a County Subordinate Service District pursuant to MS 375B.09, and

WHEREAS, The Nashwauk Ambulance Primary Service Area (PSA) covers areas within Itasca County,

NOW THEREFORE BE IT RESOLVED,

1. That the Itasca County Board hereby establishes a County Subordinate Service District for the Nashwauk Ambulance Primary Services Area as follows:
    a. General description of territory to be included in the district – Nashwauk Ambulance Primary Service Area (PSA) as defined by the Office of Emergency Medical Services.
    b. Type of service – emergency medical services, including ambulance as defined by MS Chapter 144E after December 31, 2025.
    c. Statement by which the services will be financed - property tax levy, or service charge, or combination thereof within the Nashwauk Ambulance PSA.
    d. Designation of agency or officer who will be responsible for supervision – the Itasca County Board of Commissioners.

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on February 25, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-320

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Andy Nintzel

AGENDA ITEM:
M.N. Technology, LLC. Presentation

BOARD ACTION REQUESTED:
Receive M.N. Technology LLC. Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/01/2025

RESULT:	**PULLED FROM AGENDA**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-334

DEPARTMENT: Administrative Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Zach Golkowski, Kyle Larson, Mike Putney

AGENDA ITEM:
Northland Reliability Project Presentation

BOARD ACTION REQUESTED:
Receive presentation regarding the Northland Reliability Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

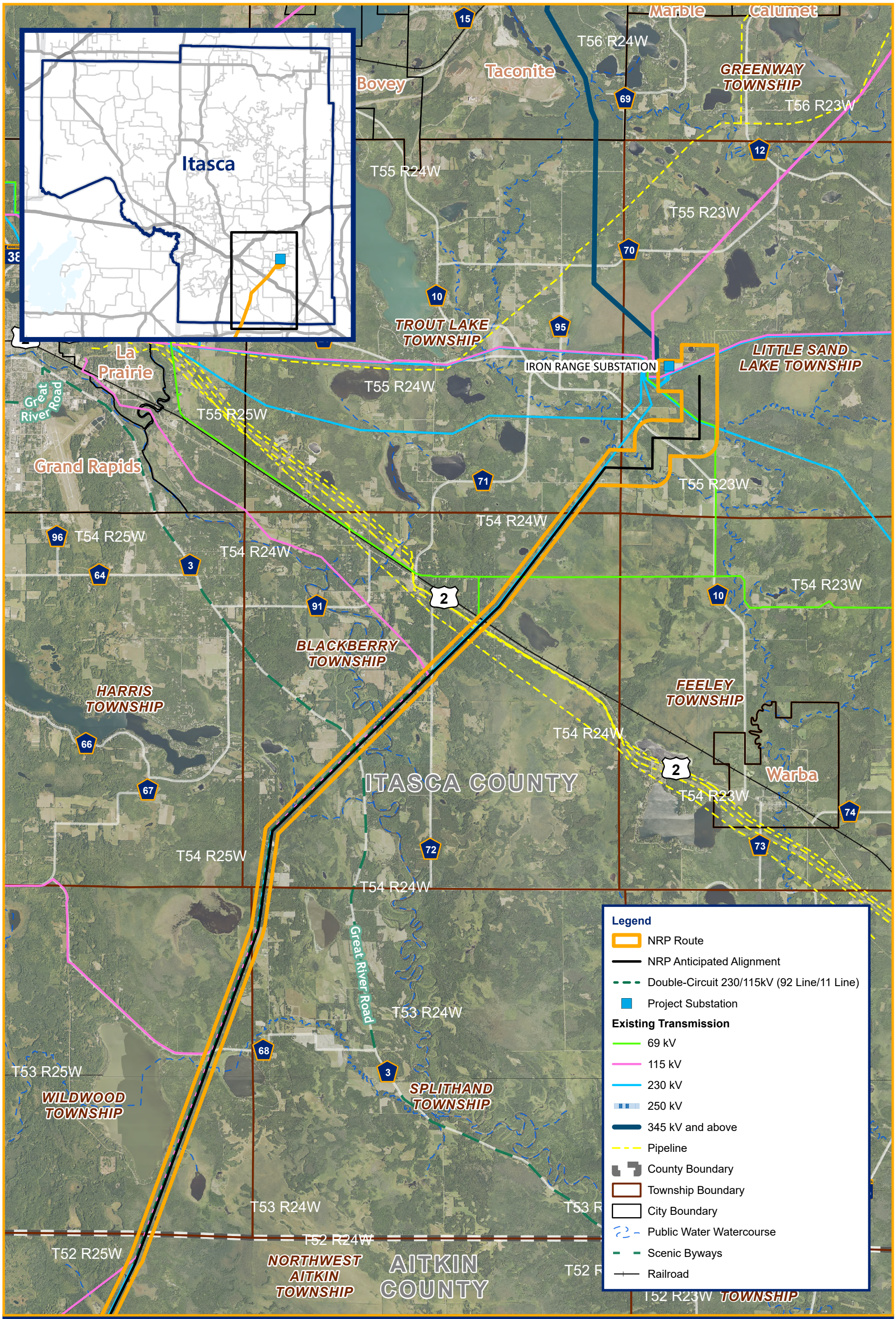
SUPPORTING DOCUMENTATION:
1. Northland Reliability Project Presentation Map
2. CountyBoardMtg_ItascaCo_Presentation_20250326 (1)

04/01/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Northland Reliability Project

GREAT RIVER ENERGY. | minnesota power



NRP Route (March 2025) in Itasca County

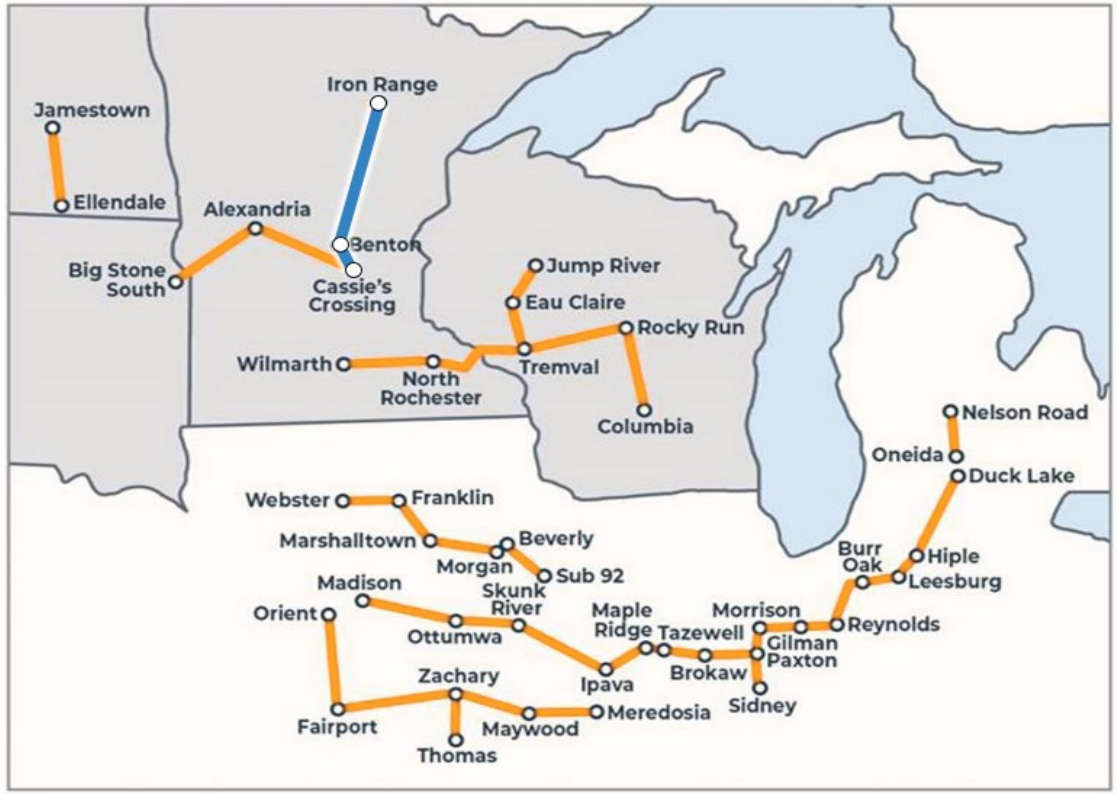
Northland Reliability Project

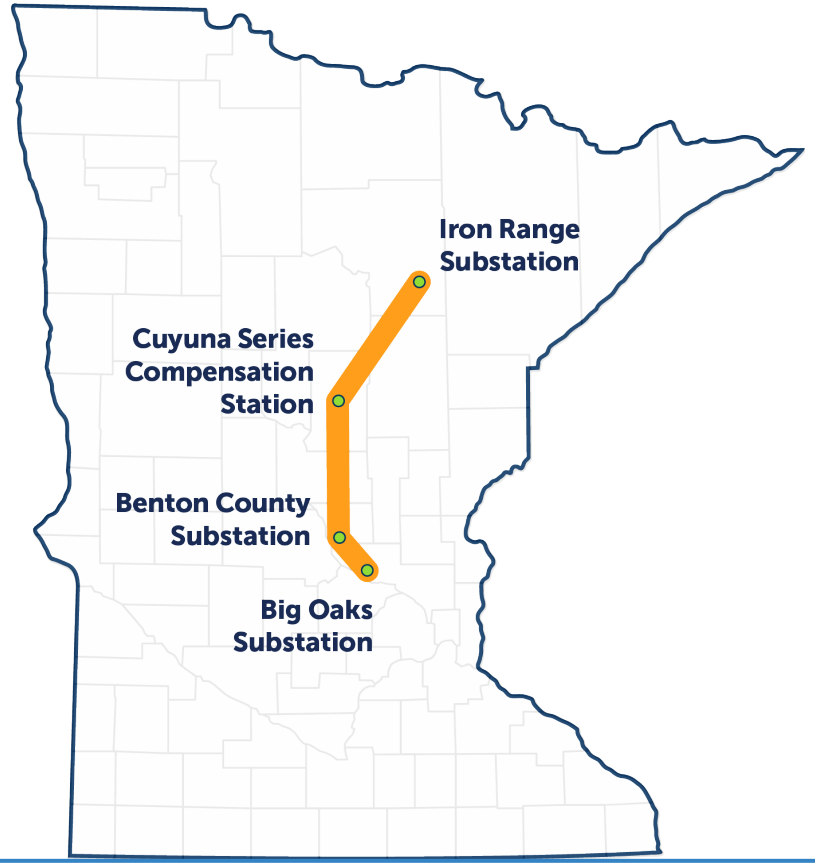
GREAT RIVER ENERGY | minnesota power

Project Updates

Itasca County, April 2025

MISO-approved project: part of a regional plan





- Double-circuit 345-kV line
- 90% co-located with existing HVTL
- 180 miles
- Expanded and new substations

PUC Approved Route

28 February 2025

- 90% following HVTL, increased from 85%
- Consolidates existing lines, reduces new right-of-way needed for NRP
- Expands around Swatara to avoid residences
- Crosses the Mississippi River primarily within existing right-of-way
- Rebuild existing transmission lines through Riverton, no longer on east side of Cuyuna Country State Rec Area
- Increases use of tax forfeit lands in new right-of way



PUC Approved Route – Itasca County

- Co-location of 92 and 11 Lines starting in Blackberry Township
- Co-location reduces amount of new right-of-way for about 11 miles



Three construction phases

- **Phase 1:** Segment 2 and Realignments (Oct. 2025 – 2026)
- **Phase 2:** Benton County Substation to Cuyuna Series Comp Station (2025 – 2027)
- **Phase 3:** Cuyuna Series Comp Station to Iron Range Substation (2027 – 2029)



Construction

SEGMENT 2
Landowner notices provided in advance of construction

Starting 2025 → **Continuing** into 2026

Pre-construction through restoration

1. Tree clearing
2. Structure staking, surveying and soil investigations
3. Foundation installation
4. Assemble and set structures
5. Wire installation
6. Cleanup and restoration

SEGMENT 1
Landowner notices provided in advance of construction

Starting 2026 → **Continuing** into 2030



On-going and upcoming construction milestones

- Engineering design for substations and transmission line
- State, federal, and local permitting efforts
- Field surveys in select areas in 2025
- Negotiate easements with landowners
- Benton County Substation tree clearing in spring 2025
- Segment 2 pre-construction activities in summer of 2025
- Segment 2 foundation construction begins fall 2025
- Segment 1 (Riverton Area) tree clearing begins winter 2025/2026

Field surveys

Landowner notices provided in advance of surveys

Started
October 2023

Continued
May – November 2024

Continuing
Into 2025

Types of surveys

- Biological
- Cultural resources
- Noxious weeds
- Wetlands
- Soil borings
- Land

Geo-tech soil boring surveys







Real estate process

Right-of-entry
2023 – 2024

Easements
2024 – 2026

Construction
2025 – 2030

Restoration
2027 – 2031

What landowners can expect

1

Landowners are contacted to begin right-of-way acquisition process.

2

An easement is presented to a landowner. An offer based on fair market value is presented.

3

We work closely with the landowner to resolve concerns and reach an agreement. An easement is recorded.

4

The utilities construct, operate and maintain the transmission line within the right-of-way.

Construction process

Right-of-entry
2023 – 2024

Easements
2024 – 2026

Construction
2025 – 2030

Restoration
2027 – 2031

What landowners can expect

We will do our best to minimize impacts during construction. However, the following temporary impacts will occur:

- Noise, dust and lights for nearby residents
- Equipment (such as pick-up trucks, tree-clearing machines, anchor-drilling trucks and wire-stringing vehicles), materials and construction crews located along the road and in project right-of-way
- Temporary lane and road closures
- Work during daylight hours with potential for some work to be completed outside normal working hours, which are 7 a.m. – 7 p.m.
- Removal of all trees and other tall vegetation within the easement area
- Erosion control measures installed to reduce impacts to streams and wetland areas

Continued project communications



Continue supporting our project email, information line and website



Land agent updates and notifications



Mail and email updates



Local leader project update presentations



Upcoming communication: Debut of the quarterly newsletter – both mailed and emailed

Northland Reliability Project

GREAT RIVER ENERGY | minnesota power

Connect with us!

northlandreliabilityproject.com

Send us an email at connect@northlandreliabilityproject.com

Call our hotline at 218-864-6059

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, April 1, 2025

REQUEST FOR BOARD ACTION: RBA-2025-358

DEPARTMENT: Administrative Services **TIME REQUESTED:** < 5 Minutes
PRESENTER:

AGENDA ITEM:
Letter in Opposition-Proposed cuts to Payment In Lieu of Taxes (PILT)

BOARD ACTION REQUESTED:
Approve sending letter in opposition of the proposed cuts to Payment In Lieu of Taxes (PILT) as proposed in the Governors Budget and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. PILT Letter of Opposition
2. PILT Letter of Opposition_SIGNED

RESULT:	**APPROVED (3 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848

March 31, 2025

Governor Tim Walz
Senator Bobby Champion, President of the Senate
Senator Erin Murphy, Senate Majority Leader
Senator Mark Johnson, Senate Minority Leader
Representative Lisa Demuth, Speaker of the House
Representative Melissa Hortman, Speaker Emerita

RE: State Payment in Lieu of Taxes (PILT)

The Itasca County Board of Commissioners would like to express their opposition to the proposed cuts to State Payment in Lieu of Taxes (PILT) as outlined in the "Changes to Governor's Original General Fund Recommendations." The impact of the outlined PILT reductions to Itasca County alone would be nearly $800,000, roughly equivalent to two levy points.

A decrease in PILT disproportionately impacts counties with large public land holdings, specifically in northern Minnesota. The public land base of northern Minnesota serves as a treasured landscape that supports recreation, tourism, and natural resources that benefit the entire state and all Minnesotans. Over 625,000 acres (37%) of Itasca County's land is held as State Natural Resource Land, which doesn't include an additional 15% of nontaxable Federal lands.

The proposed reductions to PILT will also have a much larger impact on the counties who are charged with providing essential services to these state lands, including road access, solid waste, law enforcement, search and rescue, and other vital services. PILT funding also helps reduce local property tax impacts, such reductions would be shifted to local property owners if essential services are to be continued. State PILT is crucial local government funding source that has helped northern counties who grapple with maintaining tax capacity when facing a predominance of state-held property within their counties.

Approximately 95% of State PILT land exist in just 20 counties in the northern one-third of Minnesota. In just the counties in the Arrowhead counties (St. Louis, Koochiching, Itasca, Lake County, Cook), the proposed reduction in PILT totals almost $5 million. Additionally, the current PILT funds received does not reflect the full value of these lands, specifically the lakeshore value, which is why counties are pursuing fair compensation for the value of these public land holdings.

In closing, we sincerely ask that you revisit this proposal to make drastic reductions to PILT funding and, at a minimum, find a solution that respects the disproportionate impacts to large public land holding counties such as Itasca County.

Sincerely,

Casey Venema
Chair, Itasca County Board of Commissioners

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848

March 31, 2025

Governor Tim Walz
Senator Bobby Champion, President of the Senate
Senator Erin Murphy, Senate Majority Leader
Senator Mark Johnson, Senate Minority Leader
Representative Lisa Demuth, Speaker of the House
Representative Melissa Hortman, Speaker Emerita

RE: State Payment in Lieu of Taxes (PILT)

The Itasca County Board of Commissioners would like to express their opposition to the proposed cuts to State Payment in Lieu of Taxes (PILT) as outlined in the "Changes to Governor's Original General Fund Recommendations." The impact of the outlined PILT reductions to Itasca County alone would be nearly $800,000, roughly equivalent to two levy points.

A decrease in PILT disproportionately impacts counties with large public land holdings, specifically in northern Minnesota. The public land base of northern Minnesota serves as a treasured landscape that supports recreation, tourism, and natural resources that benefit the entire state and all Minnesotans. Over 625,000 acres (37%) of Itasca County's land is held as State Natural Resource Land, which doesn't include an additional 15% of nontaxable Federal lands.

The proposed reductions to PILT will also have a much larger impact on the counties who are charged with providing essential services to these state lands, including road access, solid waste, law enforcement, search and rescue, and other vital services. PILT funding also helps reduce local property tax impacts, such reductions would be shifted to local property owners if essential services are to be continued. State PILT is crucial local government funding source that has helped northern counties who grapple with maintaining tax capacity when facing a predominance of state-held property within their counties.

Approximately 95% of State PILT land exist in just 20 counties in the northern one-third of Minnesota. In just the counties in the Arrowhead counties (St. Louis, Koochiching, Itasca, Lake County, Cook), the proposed reduction in PILT totals almost $5 million. Additionally, the current PILT funds received does not reflect the full value of these lands, specifically the lakeshore value, which is why counties are pursuing fair compensation for the value of these public land holdings.

In closing, we sincerely ask that you revisit this proposal to make drastic reductions to PILT funding and, at a minimum, find a solution that respects the disproportionate impacts to large public land holding counties such as Itasca County.

Sincerely,

Casey Venema
Chair, Itasca County Board of Commissioners