



# Board of County Commissioners Agenda Request

**9A**  
Agenda Item #

**Requested Meeting Date:** 9/28/2021

**Title of Item:** Ratify Teamsters Licensed Essential Unit Agreement 2021-2022

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>
<b>Submitted by:</b> Bobbie Danielson		<b>Department:</b> Human Resources
<b>Presenter (Name and Title):</b> Bobbie Danielson, HR Director		<b>Estimated Time Needed:</b> 2 minutes
<b>Summary of Issue:</b> <p>The Teamsters Licensed Essential unit voted to ratify the 2021-2022 Agreement. Copy attached. If signed Agreements are received by the union by the 9/28/2021 board meeting, we will request Board ratification.</p> <p>The agreement includes the pattern wage settlement for 2021 (one-half percent general adjustment, plus a step, not to exceed the scale max) and a 2% general adjustment, plus step, not to exceed the scale max for 2022. Conversion from vacation/sick to a PTO model is also included. Redlined copy attached showing all changes.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Motion to ratify the 2021-2022 Teamsters Licensed Essential Unit Agreement as presented.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ As budgeted. Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

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**A G R E E M E N T**

***By and Between***

**AITKIN COUNTY**

***and***

**TEAMSTERS GENERAL LOCAL UNION NO.  
346  
(LICENSED ESSENTIAL UNIT)**

**Duluth, Minnesota  
January 1, 2021 to December 31, 2022**

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**PREAMBLE**

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

**TERMS AND RELATIONS**

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

**CONDITIONS OF EMPLOYMENT**

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

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**ARTICLE 1.**

**Section 1. RECOGNITION**

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

**Section 2. REPRESENTATION**

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

**Section 3. CHECK OFF**

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

**Section 4. UNION SECURITY**

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

**Section 5. TIME OFF**

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

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**ARTICLE 2.**

**Section 1. VESTED RIGHT OF MANAGEMENT**

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

**ARTICLE 3.**

**Section 1. EMPLOYMENT STATUS**

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

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**ARTICLE 4.**

**Section 1. PROBATION**

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

**ARTICLE 5.**

Deleted: <#>During the first 90 days of the probationary period, the employee will not be entitled to any of the benefits provided by this Agreement, except Health Insurance which starts as per the plan specified in Article 20, and sick leave pursuant to Article 16. Upon satisfactory completion of the 90 day period, the employee shall be entitled to all of the benefits provided by this Agreement except paid holidays, computed from their starting date of employment. Employees will receive only those paid holidays that occur following the completion of a 90 day period.†

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**Section 1. SENIORITY**

- (A) The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment as a regular employee, provided, however, that no time prior to discharge or quit shall be included. The employee's seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement.
- (B) The policy of seniority shall prevail to regular employees and seasonal employees.
- (C) The seniority list shall be posted and kept up-to-date annually by the Employer. A copy of the list shall be made available to the Secretary of Local No. 346. Said seniority list shall contain the name and starting date of each employee. Seasonal and part time employees shall be carried on the bottom of the list in proper sequence and the list shall so state that they are seasonal or part time.
- (D) No seasonal employee, part-time employee, or temporary employee shall exceed in seniority a regular employee who fills a full-time position.
- (E) Seniority shall terminate if:
1. An employee quits.
  2. An employee is discharged for cause and is not reinstated.
  3. An employee is absent because of a layoff for a period exceeding one (1) year.
- (F) Any employee who is elected (or appointed mid-term and then elected during the upcoming term of office) to the position of Sheriff is entitled to a leave of absence without pay for up to 10 years, with right of reinstatement as provided in MN Statute 3.088. The 10 year leave of absence starts on the date they are elected (not appointed mid-term) to office. Their accrued PTO and severance pay (if eligible) will be paid out at the time they leave the position covered by this Agreement and are first sworn in as Sheriff (appointed mid-term or elected) so a balance is not carried on the books.

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(G) Any employee who is appointed to the position of Undersheriff is entitled to a leave of absence without pay for up to 10 years and their accrued PTO and personal leave will be carried forward with them to the supervisory unit.

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(H) In the event of a reduction in the work force or hours, the employee with the least seniority in the affected classification shall be laid off first. Employees on layoff status shall have the right to recall for a period of one (1) year from their date of layoff when a recall is initiated by the Employer. In the event of a recall employees will be recalled in the inverse order of layoff by classification. In the event of a layoff of a sergeant or investigator, the employee to be laid off may bump the least senior deputy, provided the employee to be laid off has previously held a deputy position in the bargaining unit and has more seniority than the least seniority deputy.

**ARTICLE 6.**

**Section 1. SCHOOLING**

All employees who are required to attend school shall be paid the straight time hourly rate for each day of attendance at school. It is further agreed that they shall be reimbursed for necessary and actual expenses in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts. Any function which requires mandatory attendance shall have the hours counted toward computing weekly overtime.

**ARTICLE 7.**

**Section 1. SAFETY EQUIPMENT**

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

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**Section 2. EXPENSES**

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

**Section 3. LOSS OR DAMAGE**

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

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**ARTICLE 8.**

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**Section 1. UNIFORMS**

The County agrees to supply to all regular full-time employees, three (3) winter and three (3) summer uniforms. Replacements will be furnished when needed.

**ARTICLE 9.**

**Section 1. MEDICAL EXAMINATIONS**

- (A) Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations not to exceed one in any one year, unless the employee has suffered serious injury or illness during the year. Employees shall receive their regular compensation and shall not be deducted pay for time spent during an examination required by the Employer.
  
- (B) If the employee disagrees with the results of the medical examination required by the Employer, the employee may be examined by a doctor chosen by the employee or the Union. The Employer shall not be required to pay for said examination. The employee and the Union shall provide the Employer with a copy of the second opinion.
  
- (C) If the opinions of the Employer's and the employee's or Union's physician differ, the Employer may require the employee to submit to a third examination by a physician at the Brainerd Medical Center, at the expense of the Employer. The opinion of the third physician shall be binding. Employees shall receive their regular compensation and shall not be deducted pay for time spent during this third examination.

**ARTICLE 10.**

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

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

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(D) If the needs of the service permit, all employees shall be allowed two (2) fifteen (15) minutes rest breaks in each eight (8) and ten (10) hour shift, at times determined by the work load.

**Section 2. COMP TIME**

(A) At the discretion of the Sheriff, employees shall be permitted to accrue compensatory time off hours in lieu of the overtime pay as set forth in Article 10 .

(B) Compensatory time shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked.

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(C) Use of compensatory time is subject to the prior approval of the Sheriff or the Sheriff's designee and the needs of the Sheriff's Office.

(D) It is agreed and understood that the use of compensatory time shall not result in overtime hours for any other employee of the Sheriff's Office.

(E) The maximum compensatory time accrual shall be fifty (50) hours.

(F) All accrued and unused compensatory time hours will be paid out at the end of each calendar year so as to not carry a balance forward into each subsequent year.

**Section 3. CALL-BACK PAY / CALL-OUT PAY**

If any employees are called back to work after completing the scheduled work day, or are called out for work during scheduled time off, they shall receive the minimum of two (2) hours pay at time and one-half (1-1/2).

**Section 4. RESCUE ORGANIZATIONS**

Rescue organizations under the control of the Sheriff (including the Aitkin County Volunteer Search & Rescue and similar organizations) may perform duties covered by this Agreement only in the case of an emergency, when a special skill or equipment is needed, or when all bargaining unit employees (except those on extended sick leave, workers compensation, PTO or temporary layoff) are engaged in work. An emergency is defined as a circumstance where additional persons are needed to seek to prevent death or serious bodily harm. "Rescue organizations under the control of the Sheriff" do not include search and rescue organizations from other jurisdictions, the civil air patrol, volunteer fire departments, or other similar rescue organizations, and said rescue organizations may be called at the discretion of the Sheriff. This section shall not be interpreted to prohibit the ATV Posse or similar organizations from providing crowd and traffic control at community events or assisting at the annual County fair.

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**Section 5. COURT TIME**

An employee who is scheduled to appear in court during the employee's scheduled off duty time shall receive a minimum of four (4) hours pay at the employee's regular base rate of pay, unless the court appearance is cancelled by 6:00 p.m. prior to the business day of the scheduled court appearance. This pay shall be used in computing overtime pay. An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimum.

**ARTICLE 11.**

**Section 1. PAY PERIOD**

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

**ARTICLE 12.**

**Section 1. PROMOTIONS**

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

1. Ability to perform related work.
2. Attitude.
3. Aptitude.
4. Versatility.
5. Efficiency.
6. Previous work record.
7. Attendance.

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

(B) All job vacancies or new positions shall be posted on the intranet for a period of five (5) weekdays (Monday through Friday) so that the interested employees may have an opportunity to apply. Such notice shall state the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the requirements shall be considered.

(C) The successful applicant shall have a ninety (90) calendar day trial period in which to demonstrate his or her ability to perform the job. During the trial period, either the employee

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or the County may request that the employee return to their previous position and rate of pay per the collective bargaining agreement without loss of seniority.

(D) The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out. If there is a dispute involving the provisions of this Article it shall be referred to the grievance procedure of this Agreement for resolution.

**ARTICLE 13.**

**Section 1. LEAVE OF ABSENCE**

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

**(B) Leave of Absence** - Any employee desiring a leave of absence from his or her employment shall secure written permission from the Sheriff. The maximum leave of absence shall be two (2) thirty (30) day periods and may be extended for like periods upon approval of the County Administrator. During the period of absence, the employee shall not engage in gainful employment without prior written approval of the County Administrator. Failure to comply with this provision shall result in the complete loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by the Employer. The employee will provide written notice to the Union of all leaves of absence approved pursuant to this paragraph.

**(C) Temporary Lay-Off** - A temporary lay-off is defined as a lay-off lasting not more than one (1) year. After such period, the employee shall be considered terminated.

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

**ARTICLE 14.**

**Section 1. HOLIDAYS**

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

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AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

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- |                        |   |
|------------------------|---|
| New Year's Day         | Labor Day   |
| Presidents Day         | Veteran's Day   |
| Martin Luther King Day | Thanksgiving Day  |
| Good Friday            | Friday after Thanksgiving Day                                       |
| Memorial Day           | Christmas Eve 4 hours if the day falls on a Monday through Thursday |
| Fourth of July         | Christmas Day   |

Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated holiday pay. Proration shall be based on full-time hours of 2,080 hours per year. Seasonal and temporary employees are not eligible for holiday pay.

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(B) When an employee is required to work on any of these holidays, they shall be paid at the rate of time and one-half (1-1/2) in addition to their regular holiday pay.

(C) For the purpose of overtime pay, holidays shall be celebrated on the day on which the holiday falls. When a paid holiday falls during an employee's vacation, he/she shall receive holiday pay for the holiday and will not be required to use PTO for the holiday.

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(D) Full-time employees may elect to use their accrued and unused PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a holiday.

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(E) The employer agrees to holidays counting towards the computation of overtime as illustrated in the first example below. Timesheets must be filled out properly with overtime being recorded only after 40 hours of actual work+PTO+holiday pay. No stacking of hours will be allowed.

Examples:

Employee works Sun, Wed, Thu, Fri. Holiday is on Monday. Timesheet should be filled out as such:

Sunday	10 Hours REG
Monday	8 Holiday Pay REG
Wednesday	10 Hours REG
Thursday	10 Hours REG
Friday	2 Hours REG + 8 Hours Overtime (employee worked 10 hours this day)

Note: Any overtime recorded did not occur until after 40 hours of actual work + holiday hours.

Employee works Sun, Mon, Tue, Wed. Holiday is on Monday. Timesheet should be filled out as such:

Sunday	10 Hours REG
Monday	8 Holiday Pay REG + 10 Hours at time-and-a-half pay (per Article 14, Section 1(B)).
Tuesday	10 Hours REG
Wednesday	10 Hours REG (Note: No time is recorded as OT on this day because the employee worked the holiday and has already received the time-and-a-half pay on the holiday in addition to their regular holiday pay in accordance with Article 14, Section 1(B).)

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**ARTICLE 15.**

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**Section 1A. VACATIONS (This vacation section will expire on 10/09/2021, end of day, when PTO is implemented. Employees vacation banks will be transferred to their PTO bank on 10/10/2021.)**

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(A) All regular full-time employees shall be granted vacation as follows:

<u>Completed Years of Service</u>	<u>Working Hours Employee May Earn as Vacation Per Year</u>
0 - 3	96
3 - 5	120
5 - 10	144
10 -15	168
15+	192

(B) The number of hours equivalent to the employee's scheduled shift will be deducted for each day of vacation used.

(C) For the purposes of administering an employee's vacation time earned, the accumulated time will be shown in hours earned on the employees pay stub. An employee may accumulate vacation hours up to a maximum of 280 hours. Vacation hours over the 280 hours maximum will be forfeited as accumulated on the monthly rate until such time as the employee is below the 280 hour maximum.

(D) Employees who have taken at least 80 hours of vacation in the previous twelve-month period may elect to take straight time pay in lieu of a maximum of 80 hours of earned vacation once in any calendar year. Such vacation will not be counted as hours worked for the purpose of computing overtime.

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(E) When an employee is not working because of illness or injury and has exhausted accumulated sick leave, they will be permitted to draw earned vacation pay.

(F) Upon termination of employment for any cause, regular employees shall be paid for any accumulated vacation credits, including prorated payments for periods of less than one (1) year. See also Article 16, Section 3, MSRS HCSP.

(G) Full-time and part-time probationary employees may use accumulated vacation days with prior supervisory approval.

**Section 1B. PAID TIME OFF**

(A) Effective October 10, 2021 (reflected on the 11/5/2021 pay check), employees will receive PTO that will accrue on a per payroll period basis. Full-time (probationary and non-probationary) employees shall accrue PTO benefits based on the following table:

<u>Annual Completed Years of Service</u>	<u>Rate of Accumulation (Hours per Month)</u>	<u>Annual Hours of PTO</u>
<u>0</u>	<u>16</u> <u>(New full-time employees will be provided 40 hours of PTO at time of hire so their rate of accumulation for the first year will be adjusted accordingly.)</u>	<u>192</u>
<u>3</u>	<u>18</u>	<u>216</u>
<u>5</u>	<u>20</u>	<u>240</u>
<u>10</u>	<u>22</u>	<u>264</u>
<u>15+</u>	<u>24</u>	<u>288</u>

Employees who have used at least 80 PTO hours in the previous twelve-month period may elect pay in lieu of PTO for up to 80 hours once in any calendar year. Such PTO cash out will not be counted as hours worked for the purpose of computing overtime.

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

All PTO hours count as time worked for the purpose of overtime computation. (Holidays, comp time, personal leave, and extended sick bank hours do not count towards the computation of overtime, with one exception as noted in Article 14 Section 1(E).)

Upon separation of service, the employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated because of an illegal act regardless of whether any legal remedies are pursued or whether any conviction



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results. In the event of the death of an employee, the employee's accumulated PTO credits shall be paid to the employee's estate.

Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service<sup>1</sup>. At no time can the extended sick leave bank exceed 960 hours for employees hired on or before September 1, 2021 or 720 hours for employees hired after September 1, 2021. PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 15, Section 1B –Section 2 (Extended Sick leave bank/Care of relatives).

<sup>1</sup>Employees who are eligible for severance pay under Article 16 are grandfathered in and will be allowed to continue to bank up to 960 hours in their extended sick leave bank. (Sheryl Cook, Steve Cook, Aaron Cook, John Wersal, Jon Cline, Greg Payment, and Dan Asmus)

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

PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee during a leave of absence without pay, suspension without pay, or time otherwise not paid.

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

Probationary employees may use accrued PTO with supervisory approval.

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Section 2. Extended Sick Leave Bank / Care Of Relatives

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

Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

An employee must notify the employee's supervisor of sick leave usage prior to the employee's starting time, unless an emergency prevents the employee from doing so. Failure to give such notice may be cause for disciplinary action.

The County reserves the right to require written medical certification from an employee.

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

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

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**ARTICLE 16.**

**SICK LEAVE:**

Section 1. Sick Leave (This sick leave/care of relatives Section 1 will expire on 10/09/2021, end of day, when PTO and extended sick leave is implemented. Employees sick leave banks will be transferred to their extended sick leave bank on 10/10/2021.)

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- (A) Full-time (probationary and non-probationary) employees shall be entitled to eight (8) hours of sick leave with pay for each month of continuous employment. Unused sick leave may be accumulated up to a maximum of nine hundred sixty (960) hours. Employees begin earning sick leave as of the day of employment and may use sick leave during the probationary period.

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(B) Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as; child, step child, adult child, spouse, sibling, parent, step parent, mother-in-law, father-in-law, grandparent, or grandchild.

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Sick leave may be used because of illness of the employee's sibling's or grandparent. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

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(C) Employees must notify the employee's supervisor or sick leave usage prior to employee's starting time, unless an emergency prevents the employee from doing so. The Sheriff at his/her discretion may require a doctor's certificate showing the nature of an injury or illness.

**Section 2. Severance Pay.**

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

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

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

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

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**Section 3. MSRS HCSP**

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

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~~(B) For employees who are promoted to the Aitkin County Undersheriff position, the County will deposit 100% of the employee's sick leave severance pay into a MSRS HCSP account upon promotion. The language in this paragraph (B) is contingent upon approval by MSRS HSCP and also contingent upon language being updated in the Teamsters Supervisory Agreement to match, so no conflicting language exists between the two Agreements.~~

**ARTICLE 17.**

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**Section 1. PERSONAL LEAVE**

(A) Full-time (probationary and non-probationary) employees shall be granted twelve (12) hours of personal leave on or about January 1 and July 1, and may accumulate up to 36 hours of personal leave at any given time. Personal leave is not paid out upon separation of employment or death.

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(B) Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

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**ARTICLE 18.**

**Section 1. BEREAVEMENT LEAVE**

(A) When a death occurs in a regular full-time employee's immediate family, the employee may take up to 24 hours off with pay to attend the funeral or make funeral arrangements over the course of up to three (3) days. i.e. 3 eight-hour days or 2.4 ten-hour days or 2 twelve-hour days. Employees may elect to use their accrued and unused extended sick leave or PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a bereavement leave day. The County may require verification of the need for the leave. For purposes of this Article, immediate family members are defined as an employee's spouse, life partner, child, step child, parent, step parent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

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(B) In cases requiring extensive travel time, the employee may be granted up to an additional 16 hours off with pay over the course of up to two (2) days, subject to approval of the Sheriff. Extensive travel time is defined as travel distance greater than 250 miles, one way.

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(C) Additional time, if needed, may be allowed by the County Sheriff, but such additional time in excess of 40 hours off with pay, over the course of up to five (5) days as indicated above, shall be charged against the employee's extended sick leave or PTO.

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(D) As an example, the general intent is as follows: If the employee is working 12 hour shifts and needs two days off, they would be paid for 24 hours bereavement leave -- or if they are working 10 hour shifts and need two days off, they would be paid for 20 hours bereavement leave -- or if they are working 8 hour shifts and need two days off, they would be paid for 16 hours bereavement leave -- or if they are working 12 hour shifts and need 3 days off and there's no extensive travel time, they would be paid for 24 hours bereavement leave and can elect to use 12 hours from their extended sick leave bank or PTO for the third day -- or if they are working 10 hour shifts and need three days off and there's no extensive travel time, they would be paid for 24 hours bereavement leave and can elect to use 6 hours from their extended sick leave bank or PTO to complete the third day and it is understood that in most cases the County is not likely to schedule an employee to return for a partial shift on the last day.

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**ARTICLE 19.**

**Section 1. RETIREMENT**

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

**ARTICLE 20.**

**INSURANCE AND BONDS**

**Section 1. GROUP HEALTH INSURANCE**

(A) Regular full-time employees and their dependents shall be provided with group insurance through the Teamsters Joint Council 32 Health Fund, effective January 1, 2019. The Employer's contribution toward the total premium for group insurance shall be as follows:

- Effective January 1, 2019, \$1,160.00 per month flat dollar contribution.
- Effective January 1, 2020, \$1,180.00 per month flat dollar contribution.
- Effective January 1, 2021, \$1,200.00 per month flat dollar contribution.
- Effective January 1, 2022, \$1,225.00 per month flat dollar contribution.

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In no event will the Employer's contribution exceed the actual cost of the coverage. Any additional amount due shall be paid by the employee.

(B) Coverage starts on the first of the month following date of hire.

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(C) Part-time employees who work less than 30 hours per week on average are not eligible for health insurance benefits.

(D) In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

**Section 2. LIABILITY INSURANCE**

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

If during the term of this Agreement, the State Legislature passes legislation that changes the current state statute 466.07, the parties agree to meet and negotiate Article 20, Section 2.

**Section 3. LIFE INSURANCE**

The Employer agrees to provide and pay for a life insurance policy of \$25,000 for all regular employees and to provide life insurance coverage in the amount of \$15,000 for their spouses and dependents up to age 26, subject to carrier restrictions. *(File note for Les Kundo: Line of Duty AD&D is an additional benefit that will be added to our current AD&D plan, subject to carrier restrictions. Line of Duty provides an additional benefit of 100% of the basic AD&D principal sum, up to \$50,000, for licensed peace officers that suffer a loss while he or she is performing his or her customary duties for the employer. Informational only.)*

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

(A) The Employer shall provide Long Term Disability Insurance reimbursement for full-time permanent employees in accordance with the Personnel Policy. Part-time employees are not eligible for LTD.

(B) Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

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**Section 4. BONDS AND PREMIUMS**

(A) Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any standard premium involved shall be paid by the Employer.

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(B) The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement.

(C) If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her bonding requirements. Standard premiums only on said bond to be paid by the Employer. The standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium to be paid by the employee.

**ARTICLE 21.**

**Section 1. INDIVIDUAL AGREEMENT**

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

**Section 2. JOB STEWARD**

Aitkin County and the Aitkin County Sheriff recognize the right of the Union to designate Job Stewards to handle such Union business as may from time to time be delegated to the Job Stewards by the Union. The Employer shall be notified in writing of the names of the employees designated as Job Stewards.

Deleted: Section 5. LIFE LOCK INSURANCE POLICY  
Due to pending pipeline activities, the employer will provide from 1/1/2019 through 12/31/2020 Life Lock Benefit Elite Premium for the employee at \$11.99/month. Any excess premium shall be paid by the employee.

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**ARTICLE 22.**

**Section 1. GRIEVANCE PROCEDURE**

**22.1 Definition of a Grievance**

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

**22.2 Union Representatives**

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

**22.3 Processing of a Grievance**

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

**22.4 Procedure**

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

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

**Step 2.** If appealed, the written grievance shall be presented by the Union and discussed



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

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

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892.

22.5 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, or add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

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

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

22.6 Waiver

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

22.7 Choice of Remedy

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

22.8 Postmark

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

**ARTICLE 23.**

**Section 1. DISCIPLINE**

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

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**ARTICLE 24.**

**Section 1. DISCHARGE AND LOUDERMILL HEARING**

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

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

(C) In the event the appointing authority proceeds to discharge, then a grievance relating to discharge shall be filed at Step 3 of the Grievance Procedure within fourteen (14) calendar days of the date of the discharge action.

**ARTICLE 25.**

**Section 1. WAGES**

(A) Effective January 1, ~~2021~~, employees covered by this Agreement shall be paid in accordance with Appendix A.

~~1/1/2021 One-half percent (1/2%) general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2021.~~

~~1/1/2021 One-time lump sum payment of \$319.30 to all employees who are covered by this Agreement on January 1, 2021.~~

~~1/1/2022 Two percent (2%) general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2021.~~

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

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

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**Section 2. Shift Differential**

Effective January 1, 2019, employees will receive shift differential of \$0.80 per hour for hours worked from 6:00 p.m. to 6:00 a.m.

**Section 3.**

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

**Section 4.**

- (A) An employee who is promoted to a higher paid classification would be placed on the step that results in at least a \$0.25 per hour increase. Thereafter, the employee would receive step increases as provided for by the Agreement.
  
- (B) An employee who posts for a job at a lower classification pay rate or who exercises seniority preference into a lower classification would move to the lower classification at the same longevity step as their previous position.
  
- (C) An employee whose job classification is upgraded will be placed on the step in the new pay range that results in at least a \$0.75 per hour increase.

**ARTICLE 26.**

**Section 1. SAVINGS AND SEPARABILITY CLAUSE**

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

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**ARTICLE 27.**

**Section 1. EXPIRATION**

The period of this Agreement shall be from the 1st day of January 2021, until the 31st day of December, 2022, and shall continue in full force and effect from year to year thereafter, unless written notice of intention to terminate or modify this Agreement is given by either party to the other party sixty (60) days prior to the date of expiration or any anniversary thereof. Such notice may be delivered personally or by certified mail and if by mail, the notice must be received sixty (60) days prior to the expiration or anniversary date thereof. If the notice is to terminate, this Agreement shall then terminate on the anniversary date next following. If the notice is to change or modify, such notice shall specify the changes or modifications demanded.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of September, 2021.

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\_\_\_\_\_  
Secretary/Treasurer, Local No. 346

\_\_\_\_\_  
Chairperson,  
Aitkin County Board of Commissioners

\_\_\_\_\_  
President, Local No. 346

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

\_\_\_\_\_  
Business Agent

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

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**Memorandum of Agreement (PIPELINE ACTIVITIES)**

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

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

WHEREAS, during negotiations for 2021 collective bargaining agreement, the parties discussed pipeline activities.

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NOW, THEREFORE, the parties agree as follows:

1. The employer is willing to create a Teamsters Workgroup that can meet upon the union's request for dialogue related to safety issues surrounding pipeline activities.
2. Related to vacation sellback in Article 15, if management prohibits use of accrued vacation, the Employer will consider a MOA to temporarily remove the requirement to use at least 80 hours of vacation in the previous twelve-month period during the term of this 2021 contract. *[The parties discussed that this is not intended to allow banking time for pay out. Employees are expected to regularly use their accrued time off throughout the calendar year; the intent of this temporary exception is to allow some flexibility if management prohibits use of accrued vacation. i.e. during the pipeline project, for example]*
3. This Memorandum of Agreement will sunset on December 31, 2021, and constitutes the complete and total agreement of the parties regarding this matter.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 28th day of September, 2021.

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FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
Secretary/Treasurer, Local No. 346

\_\_\_\_\_  
Chairperson,  
Aitkin County Board of Commissioners

\_\_\_\_\_  
President, Local No. 346

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

\_\_\_\_\_  
Business Agent

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

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**Memorandum of Agreement (Permanent Part-time Employees)**

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

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

WHEREAS, during negotiations for the 2021-2022 collective bargaining agreement, the parties agreed to meet to negotiate language concerning permanent part-time employees if the County decides to hire permanent part-time employees starting in calendar year 2021-2022,

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NOW, THEREFORE, the parties agree as follows:

1. If the County decides to hire permanent part-time employees, the parties will meet to negotiate language concerning part-time employees.
4. This Memorandum of Agreement will be in effect the date of County Board approval of the 2021-2022 bargaining agreement.
5. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 28th day of September, 2021,

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FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
Secretary/Treasurer, Local No. 346

\_\_\_\_\_  
Chairperson,  
Aitkin County Board of Commissioners

\_\_\_\_\_  
President, Local No. 346

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

\_\_\_\_\_  
Business Agent

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

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

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

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

WHEREAS, during negotiations for the 2021-2022 collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

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WHEREAS, the employer plans to incorporate an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019,

NOW, THEREFORE, the parties agree as follows:

1. Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2021 and 2022 will have the opportunity to participate.
3. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 28th day of September, 2021,

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FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

\_\_\_\_\_  
Secretary/Treasurer, Local No. 346

\_\_\_\_\_  
Chairperson,  
Aitkin County Board of Commissioners

\_\_\_\_\_  
President, Local No. 346

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

\_\_\_\_\_  
Business Agent

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



AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

2021-2022

APPENDIX A  
WAGE SCHEDULE 1/1/2021

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MODIFIED UNIFORM WAGE SCALE, JANUARY 1, 2021															
One-half percent (0.5%) General Adjustment 1/1/2021															
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O
20	\$ 43.97	\$ 45.27	\$ 46.61	\$ 47.99	\$ 49.41	\$ 50.87	\$ 52.37	\$ 53.92	\$ 55.52	\$ 57.17	\$ 58.86	\$ 60.61	\$ 62.40	\$ 63.73	\$ 65.64
19	\$ 42.35	\$ 43.60	\$ 44.89	\$ 46.21	\$ 47.58	\$ 48.99	\$ 50.44	\$ 51.93	\$ 53.47	\$ 55.05	\$ 56.68	\$ 58.36	\$ 60.09	\$ 61.36	\$ 63.20
18	\$ 40.73	\$ 41.93	\$ 43.16	\$ 44.44	\$ 45.75	\$ 47.10	\$ 48.50	\$ 49.93	\$ 51.41	\$ 52.93	\$ 54.50	\$ 56.11	\$ 57.78	\$ 59.00	\$ 60.77
17	\$ 39.10	\$ 40.26	\$ 41.44	\$ 42.67	\$ 43.92	\$ 45.22	\$ 46.56	\$ 47.93	\$ 49.35	\$ 50.81	\$ 52.32	\$ 53.87	\$ 55.46	\$ 56.63	\$ 58.33
16	\$ 37.48	\$ 38.58	\$ 39.72	\$ 40.89	\$ 42.10	\$ 43.34	\$ 44.62	\$ 45.94	\$ 47.30	\$ 48.69	\$ 50.13	\$ 51.62	\$ 53.15	\$ 54.27	\$ 55.90
15	\$ 35.85	\$ 36.91	\$ 38.00	\$ 39.12	\$ 40.27	\$ 41.46	\$ 42.68	\$ 43.94	\$ 45.24	\$ 46.58	\$ 47.95	\$ 49.37	\$ 50.83	\$ 51.91	\$ 53.46
14	\$ 34.23	\$ 35.24	\$ 36.28	\$ 37.34	\$ 38.44	\$ 39.58	\$ 40.74	\$ 41.94	\$ 43.18	\$ 44.45	\$ 45.77	\$ 47.12	\$ 48.52	\$ 49.54	\$ 51.03
13	\$ 32.61	\$ 33.57	\$ 34.55	\$ 35.57	\$ 36.62	\$ 37.69	\$ 38.80	\$ 39.95	\$ 41.13	\$ 42.34	\$ 43.59	\$ 44.88	\$ 46.20	\$ 47.18	\$ 48.59
12	\$ 30.99	\$ 31.90	\$ 32.83	\$ 33.80	\$ 34.79	\$ 35.81	\$ 36.87	\$ 37.95	\$ 39.07	\$ 40.22	\$ 41.41	\$ 42.63	\$ 43.89	\$ 44.81	\$ 46.16
11	\$ 29.36	\$ 30.22	\$ 31.11	\$ 32.02	\$ 32.96	\$ 33.93	\$ 34.93	\$ 35.96	\$ 37.01	\$ 38.10	\$ 39.23	\$ 40.38	\$ 41.57	\$ 42.45	\$ 43.72
10	\$ 27.74	\$ 28.55	\$ 29.39	\$ 30.25	\$ 31.14	\$ 32.05	\$ 32.99	\$ 33.96	\$ 34.96	\$ 35.99	\$ 37.04	\$ 38.14	\$ 39.26	\$ 40.00	\$ 41.29
9	\$ 26.12	\$ 26.88	\$ 27.66	\$ 28.47	\$ 29.31	\$ 30.17	\$ 31.05	\$ 31.96	\$ 32.90	\$ 33.87	\$ 34.86	\$ 35.89	\$ 36.94	\$ 37.72	\$ 38.85
8	\$ 24.49	\$ 25.21	\$ 25.94	\$ 26.70	\$ 27.48	\$ 28.28	\$ 29.11	\$ 29.97	\$ 30.84	\$ 31.75	\$ 32.68	\$ 33.64	\$ 34.63	\$ 35.36	\$ 36.42
7	\$ 22.87	\$ 23.53	\$ 24.22	\$ 24.93	\$ 25.65	\$ 26.40	\$ 27.17	\$ 27.97	\$ 28.79	\$ 29.63	\$ 30.50	\$ 31.39	\$ 32.32	\$ 32.99	\$ 33.98
6	\$ 21.25	\$ 21.86	\$ 22.50	\$ 23.15	\$ 23.83	\$ 24.52	\$ 25.24	\$ 25.97	\$ 26.73	\$ 27.51	\$ 28.32	\$ 29.15	\$ 30.00	\$ 30.63	\$ 31.55
5	\$ 19.62	\$ 20.19	\$ 20.78	\$ 21.38	\$ 22.00	\$ 22.64	\$ 23.30	\$ 23.98	\$ 24.67	\$ 25.39	\$ 26.14	\$ 26.90	\$ 27.69	\$ 28.26	\$ 29.11
4	\$ 18.00	\$ 18.52	\$ 19.05	\$ 19.60	\$ 20.17	\$ 20.76	\$ 21.36	\$ 21.98	\$ 22.62	\$ 23.28	\$ 23.95	\$ 24.65	\$ 25.37	\$ 25.90	\$ 26.68
3	\$ 16.38	\$ 16.85	\$ 17.33	\$ 17.83	\$ 18.35	\$ 18.88	\$ 19.42	\$ 19.98	\$ 20.56	\$ 21.16	\$ 21.77	\$ 22.41	\$ 23.06	\$ 23.54	\$ 24.24
2	\$ 14.75	\$ 15.17	\$ 15.61	\$ 16.06	\$ 16.52	\$ 16.99	\$ 17.48	\$ 17.99	\$ 18.51	\$ 19.04	\$ 19.59	\$ 20.16	\$ 20.74	\$ 21.17	\$ 21.81
1	\$ 13.13	\$ 13.50	\$ 13.89	\$ 14.28	\$ 14.69	\$ 15.11	\$ 15.54	\$ 15.99	\$ 16.45	\$ 16.92	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.81	\$ 19.37

2019 One-half percent (0.5%) General Adjustment 1/1/2019						
Grade	Minimum/A	B	C	D	E	F
20	\$ 42.08	\$ 43.32	\$ 44.60	\$ 45.92	\$ 47.21	\$ 48.51
19	\$ 40.53	\$ 41.72	\$ 42.95	\$ 44.22	\$ 45.51	\$ 46.81
18	\$ 38.97	\$ 40.12	\$ 41.31	\$ 42.52	\$ 43.71	\$ 44.91
17	\$ 37.42	\$ 38.52	\$ 39.66	\$ 40.83	\$ 42.02	\$ 43.21
16	\$ 35.87	\$ 36.92	\$ 38.01	\$ 39.13	\$ 40.25	\$ 41.44
15	\$ 34.32	\$ 35.32	\$ 36.36	\$ 37.43	\$ 38.54	\$ 39.64
14	\$ 32.76	\$ 33.73	\$ 34.72	\$ 35.74	\$ 36.75	\$ 37.76
13	\$ 31.21	\$ 32.13	\$ 33.07	\$ 34.04	\$ 35.04	\$ 36.04
12	\$ 29.66	\$ 30.53	\$ 31.42	\$ 32.34	\$ 33.25	\$ 34.16
11	\$ 28.10	\$ 28.93	\$ 29.77	\$ 30.65	\$ 31.51	\$ 32.36
10	\$ 26.55	\$ 27.33	\$ 28.13	\$ 28.95	\$ 29.80	\$ 30.64
9	\$ 25.00	\$ 25.73	\$ 26.48	\$ 27.25	\$ 28.05	\$ 28.85
8	\$ 23.45	\$ 24.13	\$ 24.83	\$ 25.56	\$ 26.34	\$ 27.11
7	\$ 21.89	\$ 22.53	\$ 23.19	\$ 23.86	\$ 24.54	\$ 25.21
6	\$ 20.34	\$ 20.93	\$ 21.54	\$ 22.16	\$ 22.81	\$ 23.46
5	\$ 18.79	\$ 19.33	\$ 19.89	\$ 20.47	\$ 21.06	\$ 21.66
4	\$ 17.24	\$ 17.73	\$ 18.24	\$ 18.77	\$ 19.31	\$ 19.85
3	\$ 15.68	\$ 16.13	\$ 16.60	\$ 17.07	\$ 17.55	\$ 18.03
2	\$ 14.13	\$ 14.52	\$ 14.95	\$ 15.38	\$ 15.81	\$ 16.24
1	\$ 12.58	\$ 12.93	\$ 13.30	\$ 13.68	\$ 14.01	\$ 14.37

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2020 1% General Adjustment 1/1/2020						
Grade	Minimum/A	B	C	D	E	F
20	\$ 42.50	\$ 43.75	\$ 45.05	\$ 46.38	\$ 47.75	\$ 49.16
19	\$ 40.93	\$ 42.14	\$ 43.38	\$ 44.66	\$ 45.98	\$ 47.34
18	\$ 39.36	\$ 40.52	\$ 41.72	\$ 42.95	\$ 44.22	\$ 45.52
17	\$ 37.79	\$ 38.91	\$ 40.06	\$ 41.24	\$ 42.45	\$ 43.71
16	\$ 36.23	\$ 37.29	\$ 38.39	\$ 39.52	\$ 40.69	\$ 41.89
15	\$ 34.66	\$ 35.68	\$ 36.73	\$ 37.81	\$ 38.92	\$ 40.07
14	\$ 33.09	\$ 34.06	\$ 35.06	\$ 36.10	\$ 37.16	\$ 38.25
13	\$ 31.52	\$ 32.45	\$ 33.40	\$ 34.38	\$ 35.39	\$ 36.43
12	\$ 29.95	\$ 30.83	\$ 31.74	\$ 32.67	\$ 33.63	\$ 34.62
11	\$ 28.39	\$ 29.22	\$ 30.07	\$ 30.95	\$ 31.86	\$ 32.80
10	\$ 26.82	\$ 27.60	\$ 28.41	\$ 29.24	\$ 30.10	\$ 30.98
9	\$ 25.25	\$ 25.99	\$ 26.75	\$ 27.53	\$ 28.33	\$ 29.16
8	\$ 23.68	\$ 24.37	\$ 25.08	\$ 25.81	\$ 26.57	\$ 27.34
7	\$ 22.11	\$ 22.76	\$ 23.42	\$ 24.10	\$ 24.80	\$ 25.53
6	\$ 20.54	\$ 21.14	\$ 21.75	\$ 22.39	\$ 23.04	\$ 23.71
5	\$ 18.98	\$ 19.52	\$ 20.09	\$ 20.67	\$ 21.27	\$ 21.89
4	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.96	\$ 19.51	\$ 20.07
3	\$ 15.84	\$ 16.29	\$ 16.76	\$ 17.25	\$ 17.74	\$ 18.25
2	\$ 14.27	\$ 14.68	\$ 15.10	\$ 15.53	\$ 15.98	\$ 16.44
1	\$ 12.70	\$ 13.06	\$ 13.44	\$ 13.82	\$ 14.21	\$ 14.62

AITKIN COUNTY SHERIFF DEPARTMENT LICENSED ESSENTIAL UNIT CONTRACT

~~2021-2022~~

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**Appendix B**  
**WAGE SCHEDULE 1/1/2022**

WAGE SCALE, JANUARY 1, 2022		Two percent (2 Dts) General Adjustment 1/1/2022														
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/D	
20	\$ 44.85	\$ 46.18	\$ 47.54	\$ 48.95	\$ 50.39	\$ 51.89	\$ 53.42	\$ 55.00	\$ 56.63	\$ 58.31	\$ 60.04	\$ 61.82	\$ 63.65	\$ 65.00	\$ 66.95	
19	\$ 43.20	\$ 44.47	\$ 45.78	\$ 47.14	\$ 48.53	\$ 49.97	\$ 51.44	\$ 52.97	\$ 54.53	\$ 56.15	\$ 57.81	\$ 59.53	\$ 61.29	\$ 62.99	\$ 64.47	
18	\$ 41.54	\$ 42.77	\$ 44.03	\$ 45.33	\$ 46.67	\$ 48.05	\$ 49.47	\$ 50.93	\$ 52.44	\$ 53.99	\$ 55.59	\$ 57.23	\$ 58.93	\$ 60.18	\$ 61.98	
17	\$ 39.88	\$ 41.06	\$ 42.27	\$ 43.52	\$ 44.80	\$ 46.13	\$ 47.49	\$ 48.89	\$ 50.34	\$ 51.83	\$ 53.36	\$ 54.94	\$ 56.57	\$ 57.77	\$ 59.50	
16	\$ 38.23	\$ 39.36	\$ 40.51	\$ 41.71	\$ 42.94	\$ 44.21	\$ 45.51	\$ 46.86	\$ 48.24	\$ 49.67	\$ 51.14	\$ 52.65	\$ 54.21	\$ 55.36	\$ 57.02	
15	\$ 36.57	\$ 37.65	\$ 38.76	\$ 39.90	\$ 41.08	\$ 42.29	\$ 43.54	\$ 44.82	\$ 46.14	\$ 47.51	\$ 48.91	\$ 50.36	\$ 51.85	\$ 52.94	\$ 54.53	
14	\$ 34.92	\$ 35.94	\$ 37.00	\$ 38.09	\$ 39.21	\$ 40.37	\$ 41.56	\$ 42.78	\$ 44.05	\$ 45.35	\$ 46.69	\$ 48.07	\$ 49.49	\$ 50.53	\$ 52.05	
13	\$ 33.26	\$ 34.24	\$ 35.24	\$ 36.28	\$ 37.35	\$ 38.45	\$ 39.58	\$ 40.75	\$ 41.95	\$ 43.19	\$ 44.46	\$ 45.77	\$ 47.13	\$ 48.12	\$ 49.56	
12	\$ 31.61	\$ 32.53	\$ 33.49	\$ 34.47	\$ 35.49	\$ 36.53	\$ 37.60	\$ 38.71	\$ 39.85	\$ 41.03	\$ 42.24	\$ 43.48	\$ 44.77	\$ 45.71	\$ 47.08	
11	\$ 29.95	\$ 30.83	\$ 31.73	\$ 32.66	\$ 33.62	\$ 34.61	\$ 35.63	\$ 36.67	\$ 37.75	\$ 38.87	\$ 40.01	\$ 41.19	\$ 42.40	\$ 43.30	\$ 44.60	
10	\$ 28.29	\$ 29.12	\$ 29.97	\$ 30.85	\$ 31.76	\$ 32.69	\$ 33.65	\$ 34.64	\$ 35.66	\$ 36.70	\$ 37.79	\$ 38.90	\$ 40.04	\$ 40.89	\$ 42.11	
9	\$ 26.64	\$ 27.42	\$ 28.22	\$ 29.04	\$ 29.89	\$ 30.77	\$ 31.67	\$ 32.60	\$ 33.56	\$ 34.54	\$ 35.56	\$ 36.61	\$ 37.68	\$ 38.48	\$ 39.63	
8	\$ 24.98	\$ 25.71	\$ 26.46	\$ 27.23	\$ 28.03	\$ 28.85	\$ 29.70	\$ 30.56	\$ 31.46	\$ 32.38	\$ 33.33	\$ 34.31	\$ 35.32	\$ 36.06	\$ 37.15	
7	\$ 23.33	\$ 24.01	\$ 24.70	\$ 25.42	\$ 26.17	\$ 26.93	\$ 27.72	\$ 28.53	\$ 29.36	\$ 30.22	\$ 31.11	\$ 32.02	\$ 32.96	\$ 33.65	\$ 34.66	
6	\$ 21.67	\$ 22.30	\$ 22.95	\$ 23.62	\$ 24.30	\$ 25.01	\$ 25.74	\$ 26.49	\$ 27.27	\$ 28.06	\$ 28.88	\$ 29.73	\$ 30.60	\$ 31.24	\$ 32.18	
5	\$ 20.01	\$ 20.59	\$ 21.19	\$ 21.81	\$ 22.44	\$ 23.09	\$ 23.76	\$ 24.46	\$ 25.17	\$ 25.90	\$ 26.66	\$ 27.44	\$ 28.24	\$ 28.83	\$ 29.69	
4	\$ 18.36	\$ 18.89	\$ 19.43	\$ 20.00	\$ 20.58	\$ 21.17	\$ 21.79	\$ 22.42	\$ 23.07	\$ 23.74	\$ 24.43	\$ 25.15	\$ 25.88	\$ 26.42	\$ 27.21	
3	\$ 16.70	\$ 17.18	\$ 17.68	\$ 18.19	\$ 18.71	\$ 19.25	\$ 19.81	\$ 20.38	\$ 20.97	\$ 21.58	\$ 22.21	\$ 22.85	\$ 23.52	\$ 24.01	\$ 24.73	
2	\$ 15.05	\$ 15.48	\$ 15.92	\$ 16.38	\$ 16.85	\$ 17.33	\$ 17.83	\$ 18.35	\$ 18.88	\$ 19.42	\$ 19.98	\$ 20.56	\$ 21.16	\$ 21.60	\$ 22.24	
1	\$ 13.39	\$ 13.77	\$ 14.16	\$ 14.57	\$ 14.98	\$ 15.41	\$ 15.85	\$ 16.31	\$ 16.78	\$ 17.26	\$ 17.76	\$ 18.27	\$ 18.80	\$ 19.18	\$ 19.76	

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