

## Board of County Commissioners Agenda Request

**7A**Agenda Item #

Requested Meeting Date: March 28, 2023

Title of Item: Personnel Committee Recommendations **Action Requested:** Direction Requested **REGULAR AGENDA** Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Hold Public Hearing\* INFORMATION ONLY \*provide copy of hearing notice that was published Submitted by: **Department:** Bobbie Danielson, HR Director HR Dept. **Estimated Time Needed:** Presenter (Name and Title): Bobbie Danielson, HR Director 10 minutes Summary of Issue: The Personnel Committee meets on the 2nd Tuesday of each month and unanimously recommends the following: 1. Adopt Gym Membership / Exercise Facility Policy (this was part of the LELS Deputies unit settlement.) 2. Gym Membership Policy Acknowledgment Form, Waiver and Release of Liability (attached for reference, no action requested on form). 3. Ratify Local 49 MOA (2024 Wage Scale Modification) 4. Revert Admin/HR front office position back to previous model of one part-time HR (up to 20 hrs/week) and one full-time Admin Assistant reporting to the County Administrator. These will be covered in the current budget. 5. Authorize a market rate adjustment for an Assistant County Attorney (SMW), \$102,357 effective 3/28/2023. 6. Authorize hiring a 67 day temp Transport/Security Deputy Sheriff for the remainder of 2023 to assist in covering the front security desk (funds from Sheriff's 2023 budget). 7. Authorize hiring a 1 year temporary Office Support position for the Recorder's Office (using compliance funds). The Board previously authorized Pictometry Eagleview Photography expenses from the compliance fund; requesting the Pictometry expenses be taken from the Recorder's technology fund instead with this temp position being funded from the compliance fund. 8. Support HHS in continuing to convert OSS positions (Grade 2) to Case Aides (Grade 4) as they become vacant for greater responsibilities, flexibility in task assignment, and to assist with ongoing recruitment efforts. **Alternatives, Options, Effects on Others/Comments:** Recommended Action/Motion: Motion to approve the Personnel Committee recommendations as described above. Financial Impact: Is there a cost associated with this request? No Yes What is the total cost, with tax and shipping? \$ Yes Is this budgeted? No Please Explain: Costs will be covered in the 2023 budgets or as otherwise described above (compliance fund).

Aitkin County Personnel Policy Manual Article VII Safety and Health Section A.

#### **Gym Membership / Exercise Facility**

Aitkin County provides \$10.00 per month towards the cost of a gym membership at 210 Fitness (aka "the gym") in Aitkin, MN for full-time and part-time employees, including elected officials, as a benefit to staff to help and to encourage them to maintain a healthy lifestyle. A gym membership policy acknowledgment form, waiver and release of liability must be signed by the employee prior to issuance of a gym access key.

Employees are not covered by Workers' Compensation insurance while they are utilizing the gym. No work should be performed while at the gym. Use of the gym is considered a privilege. Employees are expected to comply with all 210 Fitness rules and policies. Employees not complying with all 210 Fitness rules and policies and this policy may be asked to leave and/or be restricted or banned from the gym. The County may revoke the gym benefit for any and all employees that fail to comply with all 210 Fitness rules and policies and this policy. Employees that have their use of the gym revoked are required to immediately surrender their gym access key to Aitkin County Human Resources.

#### **AITKIN COUNTY**

#### GYM MEMBERSHIP POLICY ACKNOWLEDGMENT FORM, WAIVER AND RELEASE OF LIABILITY

Date:

Employee: \_\_\_\_\_

In consideration of my use of the exercise equipment and facilities at 210 Fitness provided by
Aitkin County (aka the employer), I expressly agree and contract, on behalf of myself, my heirs,
executors, administrators, successors and assigns, that Aitkin County and its insurers,
employees, and elected officials, shall not be liable for any damages arising from personal

injuries (including death) sustained by me, or my guest in, on, or about the 210 Fitness premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of Aitkin County or 210 Fitness.

By signing below, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge Aitkin County, its insurers, employees, and elected officials, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold Aitkin County harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and wellbeing of my guest and myself. I understand that Aitkin County does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by Aitkin County and 210 Fitness regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that Aitkin County is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment. I understand that I am not covered by Workers' Compensation insurance while I am utilizing the gym. No work should be performed while at the gym.

I understand that the use of the gym is considered a privilege and that the County may revoke the gym benefit if I fail to comply with all 210 Fitness rules and policies and this policy. I further understand, that if my use of the gym is revoked, I am required to immediately surrender my gym access key to Aitkin County Human Resources.

I understand that my 210 Fitness membership will be permanently revoked if I share my gym access key with anyone else, including family members, friends, or co-workers.

I understand that the employer will pay up to \$10 per month for my gym membership at 210 Fitness in Aitkin, Minnesota and that I will be responsible for paying any difference in cost above the \$10 per month gym membership fee.

I understand that I am financially responsible for any added fees charged by the gym for services that are not included in the basic membership, such as special classes, a personal trainer, or other services.

I acknowledge receipt of the Aitkin County gym membership policy and I agree to abide by the policy.

I agree that any taxes or fees determined by the County Auditor to be required may be deducted through payroll withholdings.

I understand there will be a \$25 fee payable to Aitkin County if I lose my gym access key and need a replacement.

I understand that Aitkin County will receive gym utilization reports from 210 Fitness.

I agree to promptly seek out training from 210 Fitness staff on proper use of the equipment when needed.

I agree to turn in my gym membership key to HR before my last day of employment.

I understand the gym facility and equipment is maintained by 210 Fitness, not Aitkin County.

I understand this gym membership will sunset on December 31, 2025, unless a subsequent agreement is reached, or sooner if the employer builds an onsite fitness center, or if I resign or retire from employment with Aitkin County.

## I HAVE READ THE FOREGOING GYM MEMBERSHIP POLICY ACKNOWLEDGMENT, WAIVER AND RELEASE OF LIABILITY, AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Employee Signature:	
Print Name:	
Department:	Date Signed:

## Memorandum of Agreement (2024 Wage Scale Modification) Local 49 Unit

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and International Union of Operating Engineers, Local No. 49 (hereafter "Union").

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act, with the current duration of agreement being January 1, 2022 until December 31, 2024; and

WHEREAS, the 2022-2024 Local 49 Agreement was ratified on November 9, 2021; and

WHEREAS, the Open Range Scale was modified in mid-2022 as described in Appendix A; and

**WHEREAS**, the employer later modified it's 2024 Open Range scale proposal to include a 4% increase on the MAX post, instead of a 2% increase on the MAX post; and

**WHEREAS**, for uniform wage scale consistency, the employer would like to amend the Local 49 2024 Open Range scale **from this** (as shown in Appendix A):

Mr. William Bentley May 10, 2022 Page 4

County Board Adopted May 10, 2022				
OPEN RANGE SCALE FOR JANUARY 1, 2024				
Grade	MIN	MAX	MIN	MAX
	FLSA No	n-Exempt	FLSA Exempt	
20	\$ 52.94	\$ 71.75	\$110,117.23	\$149,231.27
19	\$ 50.98	\$ 69.08	\$106,046.60	\$143,695.07
18	\$ 49.03	\$ 66.42	\$101,975.98	\$138,158.87
17	\$ 47.07	\$ 63.76	\$ 97,905.35	\$132,622.68
16	\$ 45.11	\$ 61.10	\$ 93,834.73	\$127,086.48
15	\$ 43.16	\$ 58.44	\$ 89,764.10	\$121,550.28
14	\$ 41.20	\$ 55.78	\$ 85,693.48	\$116,014.08
13	\$ 39.24	\$ 53.11	\$ 81,622.85	\$110,477.89
12	\$ 37.28	\$ 50.45	\$ 77,552.23	\$104,941.69
11	\$ 35.33	\$ 47.79	\$ 73,481.61	\$ 99,405.49
10	\$ 33.37	\$ 45.13	\$ 69,410.98	\$ 93,869.30
9	\$ 31.41	\$ 42.47	\$ 65,332.10	\$ 88,333.10
8	\$ 29.45	\$ 39.81	\$ 61,260.09	\$ 82,796.90
7	\$ 27.49	\$ 37.14	\$ 57,188.09	\$ 77,260.71
6	\$ 25.55	\$ 34.48	\$ 53,138.58	\$ 71,724.51
5	\$ 23.59	\$ 31.82	\$ 49,066.57	\$ 66,188.31
4	\$ 21.63	\$ 29.16	\$ 44,994.56	\$ 60,652.11
3	\$ 19.67	\$ 26.50	\$ 40,922.55	\$ 55,115.92
2	\$ 17.72	\$ 23.84	\$ 36,850.54	\$ 49,579.72
1	\$ 15.76	\$ 21.17	\$ 32,778.54	\$ 44,043.52

To this (reflecting a higher MAX for 2024):

OPEN RAI				
Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt	
20	\$ 52.94	\$ 73.15	\$110,117.23	\$152,157.37
19	\$ 50.98	\$ 70.44	\$106,046.60	\$146,512.62
18	\$ 49.03	\$ 67.72	\$101,975.98	\$140,867.87
17	\$ 47.07	\$ 65.01	\$ 97,905.35	\$135,223.12
16	\$ 45.11	\$ 62.30	\$ 93,834.73	\$129,578.37
15	\$ 43.16	\$ 59.58	\$ 89,764.10	\$123,933.62
14	\$ 41.20	\$ 56.87	\$ 85,693.48	\$118,288.87
13	\$ 39.24	\$ 54.16	\$ 81,622.85	\$112,644.12
12	\$ 37.28	\$ 51.44	\$ 77,552.23	\$106,999.37
11	\$ 35.33	\$ 48.73	\$ 73,481.61	\$101,354.62
10	\$ 33.37	\$ 46.01	\$ 69,410.98	\$ 95,709.87
9	\$ 31.41	\$ 43.30	\$ 65,332.10	\$ 90,065.12
8	\$ 29.45	\$ 40.59	\$ 61,260.09	\$ 84,420.37
7	\$ 27.49	\$ 37.87	\$ 57,188.09	\$ 78,775.62
6	\$ 25.55	\$ 35.16	\$ 53,138.58	\$ 73,130.87
5	\$ 23.59	\$ 32.45	\$ 49,066.57	\$ 67,486.12
4	\$ 21.63	\$ 29.73	\$ 44,994.56	\$ 61,841.37
3	\$ 19.67	\$ 27.02	\$ 40,922.55	\$ 56,196.62
2	\$ 17.72	\$ 24.30	\$ 36,850.54	\$ 50,551.87
1	\$ 15.76	\$ 21.59	\$ 32,778.54	\$ 44,907.12

; and

WHEREAS, the Local 49 union is agreeable to amending the 2024 wage scale as shown above.

**NOW, THEREFORE, BE IT RESOLVED,** Effective January 1, 2024, employees covered by the Local 49 Agreement shall be paid in accordance with the **Open Range Scale for January 1, 2024**, shown above.

#### Furthermore, the parties agree:

- 1. The contract will not be open for other modifications at this time.
- 2. These modifications do not set any precedence for future matters.
- 3. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

**IN WITNESS WHEREOF**, this Memorandum of Agreement has been executed on this 20th day of March, 2023.

COUNTY OF AITKIN, MINNESOTA	I.U.O.E. LOCAL #49
Mark Wedel, Board Chair	Dan Revier, Business Agent
Jessica Seibert, County Administrator	Carter Johnson, Negotiations Rep.
Bobbie Danielson, HR Director	Paul White, Negotiations Rep.



### **AITKIN COUNTY HUMAN RESOURCES**

Aitkin County Government Center 307 2<sup>nd</sup> Street NW, Room 312 Aitkin, MN 56431

bobbie.danielson@co.aitkin.mn.us Phone: 218-927-7306 Fax: 218-927-7374

May 10, 2022

## APPENDIX A TO MOA (2024 WAGE SCALE MODIFICATION) L49 UNIT

Mr. William Bentley Area Business Representative 2109 251st Street St. Cloud, MN 56301

#### Dear Willie:

The employer has heard union and employee concerns regarding the wage scale minimum being lower than market - making recruitments difficult with labor shortages nationwide. In an effort to address this concern, at today's board meeting, the Aitkin County Board of Commissioners agreed to modify the 2022 Open Range Scale (increase the minimums) and to provide a \$0.50 per hour within range movement to all employees on the Open Range Scale, not to exceed the scale maximum. The Local 49 Agreement is already settled for 2022, but the employer would like to share these increase with the L49 unit members as well. If agreeable with the union, the scale minimums will be increased on July 1, 2022. The employer would like to offer the following additional wage adjustments to members of the Local 49 Bargaining Unit.

Please consider this proposal along with the membership. The employer is not interested in opening the Agreement for any other purpose at this time, but for the following:

- Modify the Open Range Scale as shown on page 2, effective on July 1, 2022.
- All Local 49 unit members who are below the new scale minimum will be increased to the new Open Range Scale minimum on July 1, 2022. (N/A, all members in this bargaining unit are already above the new minimum.)
- All other members will receive \$0.50 per hour within range movement, not to exceed the wage scale maximum. (Employees who are at the scale maximum on July 1, 2022, will receive a one-time lump sum payment equivalent to \$0.50 per hour, not to exceed \$520.)
- This proposal must be accepted by the membership in writing on or before June 1, 2022, to be implemented prospectively. (There will be no retro pay on scale adjustments for this purpose. Meaning, the membership cannot delay and decide on August 1<sup>st</sup> that they want the changes implemented retro to July 1, 2022, we are seeking a timely response to this proposal.)

A copy of the modified Open Range Scale is attached for your consideration. In addition, the 2023 and 2024 scales were updated as well and copies are attached – each employee will receive 5% within range movement, not to exceed the scale maximum on 1/1/2023 and 1/1/2024 as previously ratified. We are available to meet between now and May 20, 2022 to answer any questions the members may have.

If you have any questions or concerns, please feel free to contact me. I can be reached at 218-927-7277 (office, direct), 218-839-8983 (work cell/text), or by email at <a href="mailto:bobbie.danielson@co.aitkin.mn.us">bobbie.danielson@co.aitkin.mn.us</a>.

Mr. William Bentley

May 10, 2022

Page 2

## APPENDIX A TO MOA (2024 WAGE SCALE MODIFICATION) L49 UNIT

County Board Adopted May 10, 2022

## OPEN RANGE SCALE FOR JULY 1, 2022

Grade	MIN	MAX	MIN	MAX	
	FLSA No	on-Exempt	FLSA Exempt		
20	\$ 48.95	\$ 68.96	\$101,809.57	\$143,436.44	
19	\$ 47.14	\$ 66.40	\$ 98,046.05	\$138,115.22	
18	\$ 45.33	\$ 63.84	\$ 94,282.52	\$132,794.00	
17	\$ 43.52	\$ 61.28	\$ 90,519.00	\$127,472.78	
16	\$ 41.71	\$ 58.73	\$ 86,755.48	\$122,151.56	
15	\$ 39.90	\$ 56.17	\$ 82,991.96	\$116,830.34	
14	\$ 38.09	\$ 53.61	\$ 79,228.44	\$111,509.12	
13	\$ 36.28	\$ 51.05	\$ 75,464.92	\$106,187.90	
12	\$ 34.47	\$ 48.49	\$ 71,701.40	\$100,866.68	
11	\$ 32.66	\$ 45.94	\$ 67,937.87	\$ 95,545.46	
10	\$ 30.85	\$ 43.38	\$ 64,174.35	\$ 90,224.24	
9	\$ 29.04	\$ 40.82	\$ 60,403.20	\$ 84,903.02	
8	\$ 27.23	\$ 38.26	\$ 56,638.40	\$ 79,581.80	
7	\$ 25.42	\$ 35.70	\$ 52,873.60	\$ 74,260.58	
6	\$ 23.62	\$ 33.14	\$ 49,129.60	\$ 68,939.36	
5	\$ 21.81	\$ 30.59	\$ 45,364.80	\$ 63,618.14	
4	\$ 20.00	\$ 28.03	\$ 41,600.00	\$ 58,296.92	
3	\$ 18.19	\$ 25.47	\$ 37,835.20	\$ 52,975.70	
2	\$ 16.38	\$ 22.91	\$ 34,070.40	\$ 47,654.48	
1	\$ 14.57	\$ 20.35	\$ 30,305.60	\$ 42,333.26	

Page 3

# APPENDIX A TO MOA (2024 WAGE SCALE MODIFICATION) L49 UNIT

County Board Adopted May 10, 2022

## OPEN RANGE SCALE FOR JANUARY 1, 2023

Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt	
20	\$ 50.90	\$ 70.34	\$105,881.95	\$ 146,305.16
19	\$ 49.02	\$ 67.73	\$101,967.89	\$140,877.52
18	\$ 47.14	\$ 65.12	\$ 98,053.83	\$135,449.88
17	\$ 45.26	\$ 62.51	\$ 94,139.76	\$130,022.23
16	\$ 43.38	\$ 59.90	\$ 90,225.70	\$124,594.59
15	\$ 41.50	\$ 57.29	\$ 86,311.64	\$119,166.94
14	\$ 39.61	\$ 54.68	\$ 82,397.58	\$113,739.30
13	\$ 37.73	\$ 52.07	\$ 78,483.51	\$ 108,311.65
12	\$ 35.85	\$ 49.46	\$ 74,569.45	\$102,884.01
11	\$ 33.97	\$ 46.85	\$ 70,655.39	\$ 97,456.37
10	\$ 32.09	\$ 44.24	\$ 66,741.33	\$ 92,028.72
9	\$ 30.20	\$ 41.64	\$ 62,819.33	\$ 86,601.08
8	\$ 28.32	\$ 39.03	\$ 58,903.94	\$ 81,173.43
7	\$ 26.44	\$ 36.42	\$ 54,988.54	\$ 75,745.79
6	\$ 24.56	\$ 33.81	\$ 51,094.78	\$ 70,318.15
5	\$ 22.68	\$ 31.20	\$ 47,179.39	\$ 64,890.50
4	\$ 20.80	\$ 28.59	\$ 43,264.00	\$ 59,462.86
3	\$ 18.92	\$ 25.98	\$ 39,348.61	\$ 54,035.21
2	\$ 17.04	\$ 23.37	\$ 35,433.22	\$ 48,607.57
1	\$ 15.15	\$ 20.76	\$ 31,517.82	\$ 43,179.92

## APPENDIX A TO MOA (2024 WAGE SCALE MODIFICATION) L49 UNIT

County Board Adopted May 10, 2022

### **OPEN RANGE SCALE FOR JANUARY 1, 2024**

Grade	MIN	MAX	MIN	MAX
	FLSA Non-Exempt		FLSA Exempt	
20	\$ 52.94	\$ 71.75	\$110,117.23	\$149,231.27
19	\$ 50.98	\$ 69.08	\$106,046.60	\$143,695.07
18	\$ 49.03	\$ 66.42	\$101,975.98	\$ 138,158.87
17	\$ 47.07	\$ 63.76	\$ 97,905.35	\$132,622.68
16	\$ 45.11	\$ 61.10	\$ 93,834.73	\$127,086.48
15	\$ 43.16	\$ 58.44	\$ 89,764.10	\$121,550.28
14	\$ 41.20	\$ 55.78	\$ 85,693.48	\$116,014.08
13	\$ 39.24	\$ 53.11	\$ 81,622.85	\$110,477.89
12	\$ 37.28	\$ 50.45	\$ 77,552.23	\$104,941.69
11	\$ 35.33	\$ 47.79	\$ 73,481.61	\$ 99,405.49
10	\$ 33.37	\$ 45.13	\$ 69,410.98	\$ 93,869.30
9	\$ 31.41	\$ 42.47	\$ 65,332.10	\$ 88,333.10
8	\$ 29.45	\$ 39.81	\$ 61,260.09	\$ 82,796.90
7	\$ 27.49	\$ 37.14	\$ 57,188.09	\$ 77,260.71
6	\$ 25.55	\$ 34.48	\$ 53,138.58	\$ 71,724.51
5	\$ 23.59	\$ 31.82	\$ 49,066.57	\$ 66,188.31
4	\$ 21.63	\$ 29.16	\$ 44,994.56	\$ 60,652.11
3	\$ 19.67	\$ 26.50	\$ 40,922.55	\$ 55,115.92
2	\$ 17.72	\$ 23.84	\$ 36,850.54	\$ 49,579.72
1	\$ 15.76	\$ 21.17	\$ 32,778.54	\$ 44,043.52

If agreeable, please sign below and return this to me on or before June 1, 2022, for final ratification by the Aitkin County Board at their June 14, 2022 meeting.

Most Respectfully,

150600

Human Resources Director

ce: Nikki Knutson, Payroll

May 10, 2022 Page 5

## APPENDIX A TO MOA (2024 WAGE SCALE MODIFICATION) L49 UNIT

#### Memorandum of Agreement

The Local 49 Union agrees to the employer's proposal as outlined above, including implementing the new Open Range Pay Scale effective July 1, 2022, and updating the 2023 and 2024 Open Range scales as shown above.

Furthermore, the parties agree:

- 1. These changes shall not generate grievances under the collective bargaining agreement.
- 2. The Agreement will not be open for other modifications at this time.
- 3. These changes do not set any precedence for future matters.
- 4. This document will be attached as an addendum to the Agreement and constitutes the complete and total agreement of the parties regarding this matter.

**IN WITNESS WHEREOF**, this Memorandum of Agreement has been executed on this 14th day of June, 2022.

COUNTY OF AITKIN, MINNESOTA

J. Mark Wedel, Board Chair

Jessica Seibert, County Administrator

LOCAL 49

President

William Bentley, Business Agent



## Board of County Commissioners Agenda Request

3A
Agenda Item #

Requested Meeting Date: December 13, 2022

Title of Item: Approve Pictometry Eagleview Photography

**Direction Requested** Action Requested: **REGULAR AGENDA** Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Hold Public Hearing\* INFORMATION ONLY \*provide copy of hearing notice that was published Submitted by: Department: Mike Dangers County Assessor Presenter (Name and Title): **Estimated Time Needed:** Mike Dangers, County Assessor 15 minutes **Summary of Issue:** Please see the attached memo for details. A copy of the contract is also attached. This copy is not final and still being reviewed by the County Attorney. amendeis logy Fund **Alternatives, Options, Effects on Others/Comments:** If Pictometry is not purchased, other aerial photography options could be explored. The photography could be purchased on a different schedule than 3 year intervals. The 3 year interval is typical for other counties. **Recommended Action/Motion:** Please pass a motion to approve the purchase of Pictometry and approve use of Recorder's Compliance Funds. The contract will not be signed until approved by the County Attorney. **Financial Impact:** No *Is there a cost associated with this request?* Yes What is the total cost, with tax and shipping? \$ 248,011.47 Is this budgeted? Yes No Please Explain: This amount would be paid for by Recorder's Compliance Funds and not property tax dollars.