

AGREEMENT BETWEEN
ITASCA COUNTY CONFIDENTIAL EMPLOYEES' ASSOCIATION
and
THE COUNTY OF ITASCA

JANUARY 1, 2019 - DECEMBER 31, 2021

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AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the “Employer,” and the Itasca County Confidential Employees Association, hereinafter referred to as the “Association.”

ARTICLE I. PURPOSE OF AGREEMENT

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

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

ARTICLE 2. DEFINITIONS

2.1 The term "regular employee" as used in this Agreement, shall mean any employee who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head and who works a minimum of 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis.

A Regular Part-time employee must be regularly scheduled to work 20 hours or more per week.

2.2 The Employer is the Itasca County Board of Commissioners.

2.3 “Retiree” means an employee who leaves Itasca County service at a time when the employee has reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA) and has a minimum of 10 years of service with Itasca County.

ARTICLE 3. RECOGNITION

3.1 The Employer hereby recognizes the Itasca County Confidential Employees' Association as the exclusive representative for collective bargaining purposes as per certification by the Bureau of Mediation Services, State of Minnesota.

3.2 For the duration of this Agreement, the Employer will not enter into, establish or promulgate any Resolution, Agreement, or Contract with or affecting employees in this bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Association as the exclusive collective bargaining agency for each Association employee.

ARTICLE 4. RESPONSIBILITY OF PARTIES

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

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

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

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

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

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

4.5 Nondiscrimination: No discrimination shall be exercised against any employee because of Association membership or because of any protected class as defined in federal, state statute or rule

ARTICLE 5. MANAGEMENT RIGHTS

6.1 The Employer and Association recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, Section 179A.07, subd. 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services so long as it is done in good faith, represents a reasonable business decision, and does not subvert the agreement between the parties; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 6. HOURS OF WORK

6.1. Normal Hours of Work.

A. **Exempt Employees:** Exempt employees are expected to be at work during normal office hours and to fulfill the responsibilities of their position. Under normal circumstances an 8 hour day and 40 hour week is appropriate but it is understood that in certain circumstances responsibilities will warrant periodic deviations from the norm. The Department Head has discretion to schedule hours of work as deemed necessary by the Department Head.

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

C. **Normal Hours of Work:** Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday – Friday (MN statute 373.052, as amended).

The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and work days for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

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

6.2 Overtime/Compensatory Time

All overtime and compensatory time must be pre-approved by the immediate supervisor. The employee may opt to be paid for the overtime hours worked or may opt to take the hours worked as compensatory time. Employees may accrue a maximum of 80 hours of compensatory time annually from January 1 to December 31 and may accumulate a maximum of 80 hours of compensatory time at any one time.

Exempt employees: all hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the normal hourly rate.

Non-exempt employees - all hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the rate of time and one-half the normal hourly rate, as per the Fair Labor Standards Act.

Vacation, sick leave, holidays, compensatory time and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case, will compensatory time earned and compensatory time taken occur in the same day.

Travel Time: Any employee who uses his/her private vehicle for transportation to a site, other than the normal place of work, and is authorized to do so by the supervisor shall be compensated for this cost per mile as authorized by the Employer.

ARTICLE 7. BENEFITS

7.1 Holidays

The following shall be paid holidays, provided employees perform work, are on vacation, sick leave, or are gone due to a death in the family or similar case, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled work day prior to and on the first scheduled work day following the holiday:

New Year's Day

Labor Day

President's Day	Martin Luther King Day
Thanksgiving Day	Veterans Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	3 Floating Holidays

Provided when the following holidays fall on a Sunday, the following day shall be a holiday. Provided when the following holidays fall on a Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
 November 11 -Veteran's Day
 July 4 - Independence Day
 December 24 –Christmas Eve Day
 December 25 -Christmas Day

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

Part-time employees who work at least 20 hours per week will receive pro-rated holiday pay based on the FTE status as approved in the organizational chart and County budget.

7.2 Floating Holiday

Three floating holidays (eight hours of paid absence from work at the employee's designation and immediate supervisor's approval) will be granted each calendar year. A floating holiday cannot be carried over into the following year or paid upon separation.

Part-time employees who work at least 20 hours per week will receive pro-rated floating holiday based on the FTE status as approved in the organizational chart and County budget.

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

7.3 Vacations

A. Each employee who has received regular status shall receive an annual vacation with pay. Annual vacation is dependent on years of service and is posted on a bi-weekly accumulation basis. The following table outlines the rates:

<u>Completed months Of Service</u>	<u>Rate of Accumulation of Vacation Hours</u>
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

2080 straight-time hours including earned time (vacation, sick leave, comp time) shall be used to determine a year of service and to determine when a benchmark year of service for increase in vacation occurs. This pro-ration formula is applicable to less than full-time employees, not to full-time employees. Employees classified as part-time will receive pro-rated vacation leave based on FTE status as approved in the organizational chart and County budget.

B. As vacation is earned, it shall be posted on a bi-weekly basis and may be used as it is earned. Should an employee leave Itasca County employment after the completion of the probationary period, s/he shall be allowed to take earned vacation time in payment or as time off prior to the established termination date provided, however, an employee who retires or resigns without giving the Employer at least 30 days' advance written notice of resignation shall forfeit all accumulated, unused vacation, unless the Department Head agrees to a shorter period of notice.

Per the payroll practice of Itasca County, incremental vacation credit will be credited for the pay period in which the service credit date appears.

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

D. In the event an employee has an accumulation of 248 hours on December 31 the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Bonus vacation shall be earned per the following:

(a) 3.693 hours of sick leave per pay period shall be earned, only if the beginning balance is less than 125 days.

(b) 1.847 hours of bonus vacation shall be earned for each pay period the beginning balance is 600 hours or greater, except in any pay period in which sick leave is taken.

E. Employees terminating due to retirement may coordinate vacation use with their retirement date.

F. Heirs of a deceased employee are entitled to compensation for any earned and unused vacation and will receive it in a lump sum following federal & state regulations.

7.4 Sick Leave

A. Sick leave shall be earned at the rate of 3.693 hours per pay period, or prorated for regular part-time status, for each pay period of service in which employee works at least 40 hours, and unused sick leave may accumulate to a maximum of 1000 hours.

B. Employees begin accumulating sick leave as of the first date of employment and may use sick leave during the probationary period.

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

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

Family member is defined as:

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

- Domestic partner or guardian.

D. Employees classified as part-time will receive pro-rated sick leave based on FTE status as approved in the organizational chart and County budget.

7.5 Severance Pay

A. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of the employee's accumulated but unused sick leave from first date of County employment. An employee will not receive severance pay if:

- The employee has less than 5 years of continuous service with Itasca County; or
- The employee is terminated by the Employer for cause.

B. Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall take 70% of allowed sick leave as Severance Pay and apply the 30% balance to the employee's Post Health Care Savings Plan.

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

D. For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall not exceed \$10,000 (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another

bargaining unit that is NOT capped for purposes of severance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA.

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

7.6 Bereavement Leave

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

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

7.7 Life Insurance

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

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

7.8 Group Dental Insurance

A. Upon successful completion of the employee's probationary period and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. Authorized sick leave, authorized vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

B. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance.

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

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

D. Refer to insurance carrier contract for instances not mentioned or above-mentioned instances in conflict.

7.9 Group Hospital-Medical Insurance

A. Active Employees

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility. Employees returning to work after authorized leave of

absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily terminate employment without due notice of 30 calendar days to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. Northeast Service Cooperative Blue Cross/Blue Shield High Deductible Plan (Option 1) \$1700/\$3400 Deductible or the Blue Cross/Blue Shield High Deductible Plan (Option 2) \$3500/\$7000 Deductible both with a Health Savings Account (HSA) shall be the medical insurance.

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

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

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

7. The employee shall have the option to elect either plan on an annual basis during the open enrollment period or when a qualified event occurs.

The premium participation for said plans shall be 80% by Employer and 20% by employee.

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

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Agreement, the County Board decides to change insurance carriers, equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's and Union's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

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

B. Flexible Spending Account

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

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be Northeast Service Cooperative Blue Cross/Blue Shield, High Deductible

Plan (Option 1) \$1700/\$3400 Deductible or the Blue Cross Blue Shield High Deductible Plan (Option 2) \$3500/\$7000 Deductible both with a Health Saving Account (HSA) or its equivalent. The Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via and HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20 % of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted.. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan but will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement

4. For employees newly hired to Itasca County after ratification of the 1994-96 contract, the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

D. Employer Obligation Limited

The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

E. Retiree Health Insurance Caps

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

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

F. All employees classified as part-time will receive pro-rated insurance benefits based on the FTE status as approved in the organizational chart and County budgets.

G. Insurance Advisory Committee

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

Local 639	2 representatives
Local 639A	2 representatives
Local 639-3	1 representative
Local 1626	2 representatives
Local 1452	2 representatives
Local 580	2 representatives
Itasca Co. Non-Contract Employees	1 representative
Itasca Co. Elected Officials/Dept. Heads.	1 representative
Itasca Co. Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca Co. Confidential Employees' Assoc.	1 representative
Itasca Co. HHS Supervisors Association	1 representative

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

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

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

G. Post Health Care Savings Plan

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), on their date of hire, or the very next pay period. Said employee shall contribute 1% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period if that employee has 0-60 months of Itasca County Service Credit. Said employee shall contribute 2% of their regular wages* if that employee has 61-120 months of Itasca County Service Credit. Said employee shall contribute 3% of their regular wages* if that employee has 121 or more months of Itasca County Service Credit.

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

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

7.10 Leaves of Absence

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

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

B. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer. FMLA Leave is available for use before or after all earned leave has been exhausted and after all requirements have been met.

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

D. General Leaves: Employees shall be entitled to leaves of absence without pay in accordance with the provisions of the Itasca County Personnel Policy Manual, as amended.

E. Sabbatical Leave: An employee who has completed 15 or more calendar years of service may be given the opportunity for a sabbatical leave of absence without pay upon mutual agreement of the Board and Department Head where such leave would be to the benefit of the County, subject to the following:

- (i) The length of the sabbatical leave may vary between 2 and 12 months and will be determined by mutual agreement between the employee and the Department Head, subject to the approval of the County Board.
- (ii) Requests for such leave shall be submitted in writing to the Department Head at least 2 months prior to the commencement of the leave. Such requests shall include the reason and length of the leave.
- (iii) Length of service and vacation benefits will not accrue during such leave, but will remain the same as at the commencement of the leave.
- (iv) The employee shall be returned to the first available vacancy in the classification after expiration of the leave. Provided, however, the Department Head and the employee may mutually agree prior to commencement of the leave that the employee's position will not be permanently filled during such leave, and that at the conclusion of the leave the employee shall be returned to their position without having to wait for a vacancy.

7.11 Workers' Compensation

An employee shall be allowed to utilize vacation or sick leave credits while receiving workers' compensation benefits only to the extent that the workers' compensation benefit plus allowable sick leave or vacation does not exceed the net pay which the employee would receive if the employee were not receiving workers' compensation benefits.

7.12 Eligibility of Regular Part-Time Employees For Benefits

To be eligible for pro-rated fringe benefits including insurance benefits, a regular part-time employee must be regularly scheduled to work 20 or more hours per week. The

proration for insurance benefits, holidays, vacation and sick leave will be based on the FTE status as approved in the organizational chart and County budgets.

ARTICLE 8. SENIORITY

8.1 Seniority Standing:

Seniority standing shall be granted to all employees who have attained regular status by completing 6 months of a probationary period. The seniority date of employees attaining such regular status shall be the first day of employment with this Employer. During the probationary period the supervisor must provide feedback to the employee regarding performance. An employee's probation may be extended only for non-performance related reasons for a period greater than 10 days, not to exceed 3 months. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder.

8.2 Seniority standing for layoffs

Seniority standing for layoffs shall be the first day of employment in a position covered in this Agreement.

8.3 Loss of seniority

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

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

8.4 Layoff

In the event of a layoff, a reduction of force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work of equal or lower pay grade in this bargaining unit in the employee's department, provided the employee has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs, reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees as soon as practicable by certified mail, with a copy of same submitted to the Association. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump.

8.5 Promotional Policy

Position vacancies in County service shall be filled by promotion of present employees who meet the requirements established for the classification and provided that the promotion would be in the best interests of the County.

The Human Resources Director will post the position vacancy notice for a period of a minimum of 5 working days.

An employee interested in a posted promotional notification of vacancy must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees promoted and then rejected during a probationary period or by abolishment of the position promoted to, shall have the right to assume the position from which he/she was promoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.6 Transfers/Promotions/Demotions

Employees may be transferred/promoted/demoted from one department to another provided that the employee has the permission of both department heads and the Human Resources Director. All employees transferring/promoting/demoting shall give their present department head 2 weeks notice, unless this requirement is waived by the two department heads involved.

Employees transferring/promoting/demoting from a bargaining unit to a non-contract position or from one non-contract position to another may carry over accumulated service credit for application to fringe benefits.

An employee interested in a transfer/promotion/demotion to a vacant position must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible or ineligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees transferred/promoted/demoted and who unsuccessfully complete the probationary period or the position transferred/promoted/demoted to is abolished, shall have the right to assume the position from which he/she was transferred/promoted/demoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

8.7 Seniority lists

Seniority lists shall be brought up to date on March 1 of each calendar year. Copies of seniority lists shall be sent to the President of the Association.

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

ARTICLE 9 PHYSICAL EXAMINATIONS

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

ARTICLE 10 DISCIPLINE

All disciplinary action shall be for just cause. It shall be the policy of the Employer to administer disciplinary penalties without discrimination of any nature.

ARTICLE 11 GRIEVANCE PROCEDURE

SECTION A:

GRIEVANCE PROCEDURE

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

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

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

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

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

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

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

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

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

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

Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

ARTICLE 12 BULLETIN BOARD

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

ARTICLE 13 PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

13.1 Pay Plan.

A. The monthly salary set forth in APPENDIX B entitled "Itasca County Confidential Employee Association Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement except as otherwise indicated in this Agreement. Employees of this bargaining Agreement will receive effective 01/01/2019 a 2.75% increase; 01/01/2020 a 2.75% increase and 01/01/2021 a 3% increase.

B. New hires for non-department head positions may be placed at any step within the range with concurrence of the Human Resources Director. The Department Head must show sufficient cause for such advancement which will include educational background, previous work experience, market considerations, or other considerations as deemed appropriate by the Human Resources Director.

New-hires for department head positions may be placed at any step within the range by County Board decision as the hiring authority.

C. An entry level position with no experience credit will be placed on the first step of the grade. Upon successful completion of the six-month probationary period, a new employee or an employee who made promotion will receive a step increase effective upon the six-month date. For the employee starting on the first step, the steps shall be viewed at 1st step-starting; 2nd step-6 months; 3rd step-12 months; 4th step-24 months and so on.

D. Probation and Anniversary increases, no matter where the employee is on the pay plan, will not be implemented until Performance Appraisals have been conducted and submitted to the office of the Human Resources Director. Department Heads must verify satisfactory performance. The anniversary increases will become effective on the classification date and upon successful review of the performance. The definition of a classification date shall be the date that an employee entered the job at its current classification.

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

F. Payroll

1. The pay period shall be a period of 2 consecutive calendar weeks commencing at 12:01 AM Sunday of the first day of such pay period and ending at 11:59 PM on Saturday of said 2 week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday for the employees paid through the Payroll Department.

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

13.2 Administrative Requirements

A. Changes in employment status: Changes in employment status of employees affecting pay or fringe benefits shall be submitted to the Human Resources department in writing by the respective department head not less than 10 working days before the end of the pay period for which such change becomes effective; otherwise reflection of such changes in employment status will be delayed until the next ensuing pay period. The Human Resources department should also be notified 30 days prior to the completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

B. Time for filing payroll deduction authorization or discontinuance: Any requests for added payroll deductions or changes in payroll deductions must be submitted by the employee concerned not later than 7 regular working days before the end of the pay period for which such deduction or change in deduction is effective.

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

D. Working Out of Class: This Section covers an employee assigned to accomplish the duties and responsibilities of a higher class position within or outside the bargaining unit which is unoccupied for a temporary, short-term period. If an employee is expressly assigned in writing by the supervisor, or hiring authority, to perform the majority of the duties and responsibilities of a vacant, higher class position, for 15 or

more consecutive days, then the employee shall be considered to be working “out-of-class” and shall be placed at Step 1 of the classification or on the step of the classification that is most closely equal to the employee’s current salary, but not less than the employee’s current salary plus one step. Compensation for work done “out-of-class” shall be retroactive to the first day the employee was assigned to work “out-of-class.”

13.3 Promotions, Demotions, and Comparable Worth Adjustments

A. When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus one step. When an employee voluntarily accepts a demotion to a lower grade, the employee will be placed at the same step as the employee's step in the higher grade prior to demotion. For example, if the employee was at Step 6 in the employee's pay grade prior to accepting a voluntary demotion, the employee would be placed at Step 6 in the class to which the employee demoted.

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

C. Disciplinary, probationary and voluntary demotions: Any employee may be demoted to a position of a lower grade for which an employee is qualified for any of the following reasons:

1. When an employee would be otherwise laid off because the employee's position is being abolished; employee's position is reclassified to a lower grade; because of lack of work, lack of funds, or the return to work from authorized leave of another employee to such a position in accordance with these rules.
2. When an employee does not possess the necessary qualifications to render satisfactory service in the position the employee holds, or when removed during probation.
3. When an employee voluntarily requests such demotion.

Any employee being demoted shall receive the reasons for such demotion in writing from the Human Resources Director.

When an employee is involuntary demoted, he/she shall be slotted on the step of the lower grade at the rate of compensation prior to the demotion. If the previous salary is beyond the new grade, there will be no increases as long as the employee remains in the demoted position or until such time that the salary may once again be within the range of the class of the demoted position.

When an employee accepts a voluntary demotion he/she shall be slotted on the step of the lower grade which is less than the previous rate of pay. The employee will receive the salary of where he/she is placed.

D. In the event of a lateral in-grade transfer the employee shall retain his/her same anniversary date for purposes of step increases and fringe benefits.

ARTICLE 14 DRUG AND ALCOHOL TESTING POLICY

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

ARTICLE 15 ENTIRE AGREEMENT, WAIVER

This Agreement shall represent the complete Agreement between the Association and Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 16 SAVINGS CLAUSE


Any Article, Clause, or Statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota that are applicable hereto shall apply.

ARTICLE 17 DURATION OF AGREEMENT

This Agreement will be in effect from January 1, 2019, through December 31, 2021. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires. In witness thereof:

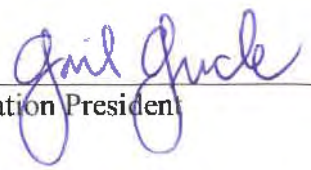
COUNTY OF ITASCA:


Davin Tinquist
County Board Chair


Brett Skyles
County Administrator

8/27/2019
Date

ITASCA COUNTY CONFIDENTIAL EMPLOYEES' ASSOCIATION:


Association President

Association Vice-President

8/28/19
Date

APPENDIX A-Language Interpreting Provisions in Agreement

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

APPENDIX B-Pay Plan

APPENDIX B										
01/01/2019 ICCEA ANNUAL PAY PLAN - 2.75% on 01/01/2018 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$17.02	\$17.56	\$18.10	\$18.67	\$19.28	\$19.90	\$20.60	\$21.35	\$22.09	GRADE 1
GRADE 2	\$17.39	\$17.91	\$18.47	\$19.08	\$19.69	\$20.31	\$21.03	\$21.79	\$22.57	GRADE 2
GRADE 3	\$17.80	\$18.36	\$18.95	\$19.55	\$20.18	\$20.84	\$21.58	\$22.36	\$23.14	GRADE 3
GRADE 4	\$18.34	\$18.93	\$19.51	\$20.16	\$20.82	\$21.50	\$22.27	\$23.07	\$23.89	GRADE 4
GRADE 5	\$18.91	\$19.49	\$20.12	\$20.78	\$21.46	\$22.18	\$22.96	\$23.81	\$24.66	GRADE 5
GRADE 6	\$19.49	\$20.14	\$20.78	\$21.46	\$22.19	\$22.92	\$23.75	\$24.61	\$25.48	GRADE 6
GRADE 7	\$20.31	\$20.99	\$21.68	\$22.40	\$23.14	\$23.92	\$24.77	\$25.68	\$26.61	GRADE 7
GRADE 8	\$21.32	\$22.01	\$22.73	\$23.49	\$24.29	\$25.11	\$26.01	\$26.98	\$27.96	GRADE 8
GRADE 9	\$22.47	\$23.18	\$23.95	\$24.75	\$25.60	\$26.47	\$27.42	\$28.44	\$29.50	GRADE 9
GRADE 10	\$24.75	\$25.60	\$26.47	\$27.38	\$28.33	\$29.30	\$30.38	\$31.50	\$32.66	GRADE 10
GRADE 11	\$27.16	\$28.10	\$29.08	\$30.09	\$31.14	\$32.23	\$33.42	\$34.67	\$35.96	GRADE 11
GRADE 12	\$29.84	\$30.89	\$31.98	\$33.11	\$34.28	\$35.50	\$36.83	\$38.20	\$39.64	GRADE 12
12/42 hr	\$29.84	\$30.89	\$31.98	\$33.11	\$34.28	\$35.50	\$36.83	\$38.20	\$39.64	12/42 hr
GRADE 13	\$32.84	\$34.00	\$35.21	\$36.47	\$37.78	\$39.14	\$40.62	\$42.15	\$43.73	GRADE 13
GRADE 14	\$36.02	\$37.32	\$38.66	\$40.06	\$41.51	\$43.02	\$44.66	\$46.34	\$48.10	GRADE 14
GRADE 15	\$38.12	\$39.50	\$40.93	\$42.42	\$43.96	\$45.57	\$47.30	\$49.09	\$50.96	GRADE 15
GRADE 16	\$39.92	\$41.37	\$42.87	\$44.44	\$46.06	\$47.76	\$49.58	\$51.47	\$53.43	GRADE 16
GRADE 17	\$41.72	\$43.25	\$44.83	\$46.46	\$48.18	\$49.96	\$51.87	\$53.84	\$55.90	GRADE 17
GRADE 18	\$43.63	\$45.23	\$46.88	\$48.60	\$50.40	\$52.25	\$54.26	\$56.33	\$58.50	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B										
01/01/2019 ICCEA ANNUAL PAY PLAN - 2.75% on 01/01/2018 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$35,401.60	\$36,524.80	\$37,648.00	\$38,833.60	\$40,102.40	\$41,392.00	\$42,848.00	\$44,408.00	\$45,947.20	GRADE 1
GRADE 2	\$36,171.20	\$37,252.80	\$38,417.60	\$39,686.40	\$40,955.20	\$42,244.80	\$43,742.40	\$45,323.20	\$46,945.60	GRADE 2
GRADE 3	\$37,024.00	\$38,188.80	\$39,416.00	\$40,664.00	\$41,974.40	\$43,347.20	\$44,886.40	\$46,508.80	\$48,131.20	GRADE 3
GRADE 4	\$38,147.20	\$39,374.40	\$40,580.80	\$41,932.80	\$43,305.60	\$44,720.00	\$46,321.60	\$47,985.60	\$49,691.20	GRADE 4
GRADE 5	\$39,332.80	\$40,539.20	\$41,849.60	\$43,222.40	\$44,636.80	\$46,134.40	\$47,756.80	\$49,524.80	\$51,292.80	GRADE 5
GRADE 6	\$40,539.20	\$41,891.20	\$43,222.40	\$44,636.80	\$46,155.20	\$47,673.60	\$49,400.00	\$51,188.80	\$52,998.40	GRADE 6
GRADE 7	\$42,244.80	\$43,659.20	\$45,094.40	\$46,592.00	\$48,131.20	\$49,753.60	\$51,521.60	\$53,414.40	\$55,348.80	GRADE 7
GRADE 8	\$44,345.60	\$45,780.80	\$47,278.40	\$48,859.20	\$50,523.20	\$52,228.80	\$54,100.80	\$56,118.40	\$58,156.80	GRADE 8
GRADE 9	\$46,737.60	\$48,214.40	\$49,816.00	\$51,480.00	\$53,248.00	\$55,057.60	\$57,033.60	\$59,155.20	\$61,360.00	GRADE 9
GRADE 10	\$51,480.00	\$53,248.00	\$55,057.60	\$56,950.40	\$58,926.40	\$60,944.00	\$63,190.40	\$65,520.00	\$67,932.80	GRADE 10
GRADE 11	\$56,492.80	\$58,448.00	\$60,486.40	\$62,587.20	\$64,771.20	\$67,038.40	\$69,513.60	\$72,113.60	\$74,796.80	GRADE 11
GRADE 12	\$62,067.20	\$64,251.20	\$66,518.40	\$68,868.80	\$71,302.40	\$73,840.00	\$76,606.40	\$79,456.00	\$82,451.20	GRADE 12
12/42 hr	\$65,170.56	\$67,463.76	\$69,844.32	\$72,312.24	\$74,867.52	\$77,532.00	\$80,436.72	\$83,428.80	\$86,573.76	12/42 hr
GRADE 13	\$68,307.20	\$70,720.00	\$73,236.80	\$75,857.60	\$78,582.40	\$81,411.20	\$84,489.60	\$87,672.00	\$90,958.40	GRADE 13
GRADE 14	\$74,921.60	\$77,625.60	\$80,412.80	\$83,324.80	\$86,340.80	\$89,481.60	\$92,892.80	\$96,387.20	\$100,048.00	GRADE 14
GRADE 15	\$79,289.60	\$82,160.00	\$85,134.40	\$88,233.60	\$91,436.80	\$94,785.60	\$98,384.00	\$102,107.20	\$105,996.80	GRADE 15
GRADE 16	\$83,033.60	\$86,049.60	\$89,169.60	\$92,435.20	\$95,804.80	\$99,340.80	\$103,126.40	\$107,057.60	\$111,134.40	GRADE 16
GRADE 17	\$86,777.60	\$89,960.00	\$93,246.40	\$96,636.80	\$100,214.40	\$103,916.80	\$107,889.60	\$111,987.20	\$116,272.00	GRADE 17
GRADE 18	\$90,750.40	\$94,078.40	\$97,510.40	\$101,088.00	\$104,832.00	\$108,680.00	\$112,860.80	\$117,166.40	\$121,680.00	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B										
01/01/2020 ICCEA ANNUAL PAY PLAN - 2.75% on 01/01/2019 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$17.49	\$18.04	\$18.60	\$19.18	\$19.81	\$20.45	\$21.17	\$21.94	\$22.70	GRADE 1
GRADE 2	\$17.87	\$18.40	\$18.98	\$19.60	\$20.23	\$20.87	\$21.61	\$22.39	\$23.19	GRADE 2
GRADE 3	\$18.29	\$18.86	\$19.47	\$20.09	\$20.73	\$21.41	\$22.17	\$22.97	\$23.78	GRADE 3
GRADE 4	\$18.84	\$19.45	\$20.05	\$20.71	\$21.39	\$22.09	\$22.88	\$23.70	\$24.55	GRADE 4
GRADE 5	\$19.43	\$20.03	\$20.67	\$21.35	\$22.05	\$22.79	\$23.59	\$24.46	\$25.34	GRADE 5
GRADE 6	\$20.03	\$20.69	\$21.35	\$22.05	\$22.80	\$23.55	\$24.40	\$25.29	\$26.18	GRADE 6
GRADE 7	\$20.87	\$21.57	\$22.28	\$23.02	\$23.78	\$24.58	\$25.45	\$26.39	\$27.34	GRADE 7
GRADE 8	\$21.91	\$22.62	\$23.36	\$24.14	\$24.96	\$25.80	\$26.73	\$27.72	\$28.73	GRADE 8
GRADE 9	\$23.09	\$23.82	\$24.61	\$25.43	\$26.30	\$27.20	\$28.17	\$29.22	\$30.31	GRADE 9
GRADE 10	\$25.43	\$26.30	\$27.20	\$28.13	\$29.11	\$30.11	\$31.22	\$32.37	\$33.56	GRADE 10
GRADE 11	\$27.91	\$28.87	\$29.88	\$30.92	\$32.00	\$33.12	\$34.34	\$35.62	\$36.95	GRADE 11
GRADE 12	\$30.66	\$31.74	\$32.86	\$34.02	\$35.22	\$36.48	\$37.84	\$39.25	\$40.73	GRADE 12
GRADE 13	\$33.74	\$34.94	\$36.18	\$37.47	\$38.82	\$40.22	\$41.74	\$43.31	\$44.93	GRADE 13
GRADE 14	\$37.01	\$38.35	\$39.72	\$41.16	\$42.65	\$44.20	\$45.89	\$47.61	\$49.42	GRADE 14
GRADE 15	\$39.17	\$40.59	\$42.06	\$43.59	\$45.17	\$46.82	\$48.60	\$50.44	\$52.36	GRADE 15
GRADE 16	\$41.02	\$42.51	\$44.05	\$45.66	\$47.33	\$49.07	\$50.94	\$52.89	\$54.90	GRADE 16
GRADE 17	\$42.87	\$44.44	\$46.06	\$47.74	\$49.50	\$51.33	\$53.30	\$55.32	\$57.44	GRADE 17
GRADE 18	\$44.83	\$46.47	\$48.17	\$49.94	\$51.79	\$53.69	\$55.75	\$57.88	\$60.11	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B										
01/01/2020 ICCEA ANNUAL PAY PLAN - 2.75% on 01/01/2019 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$36,379.20	\$37,523.20	\$38,688.00	\$39,894.40	\$41,204.80	\$42,536.00	\$44,033.60	\$45,635.20	\$47,216.00	GRADE 1
GRADE 2	\$37,169.60	\$38,272.00	\$39,478.40	\$40,768.00	\$42,078.40	\$43,409.60	\$44,948.80	\$46,571.20	\$48,235.20	GRADE 2
GRADE 3	\$38,043.20	\$39,228.80	\$40,497.60	\$41,787.20	\$43,118.40	\$44,532.80	\$46,113.60	\$47,777.60	\$49,462.40	GRADE 3
GRADE 4	\$39,187.20	\$40,456.00	\$41,704.00	\$43,076.80	\$44,491.20	\$45,947.20	\$47,590.40	\$49,296.00	\$51,064.00	GRADE 4
GRADE 5	\$40,414.40	\$41,662.40	\$42,993.60	\$44,408.00	\$45,864.00	\$47,403.20	\$49,067.20	\$50,876.80	\$52,707.20	GRADE 5
GRADE 6	\$41,662.40	\$43,035.20	\$44,408.00	\$45,864.00	\$47,424.00	\$48,984.00	\$50,752.00	\$52,603.20	\$54,454.40	GRADE 6
GRADE 7	\$43,409.60	\$44,865.60	\$46,342.40	\$47,881.60	\$49,462.40	\$51,126.40	\$52,936.00	\$54,891.20	\$56,867.20	GRADE 7
GRADE 8	\$45,572.80	\$47,049.60	\$48,588.80	\$50,211.20	\$51,916.80	\$53,664.00	\$55,598.40	\$57,657.60	\$59,758.40	GRADE 8
GRADE 9	\$48,027.20	\$49,545.60	\$51,188.80	\$52,894.40	\$54,704.00	\$56,576.00	\$58,593.60	\$60,777.60	\$63,044.80	GRADE 9
GRADE 10	\$52,894.40	\$54,704.00	\$56,576.00	\$58,510.40	\$60,548.80	\$62,628.80	\$64,937.60	\$67,329.60	\$69,804.80	GRADE 10
GRADE 11	\$58,052.80	\$60,049.60	\$62,150.40	\$64,313.60	\$66,560.00	\$68,889.60	\$71,427.20	\$74,089.60	\$76,856.00	GRADE 11
GRADE 12	\$63,772.80	\$66,019.20	\$68,348.80	\$70,761.60	\$73,257.60	\$75,878.40	\$78,707.20	\$81,640.00	\$84,718.40	GRADE 12
GRADE 13	\$70,179.20	\$72,675.20	\$75,254.40	\$77,937.60	\$80,745.60	\$83,657.60	\$86,819.20	\$90,084.80	\$93,454.40	GRADE 13
GRADE 14	\$76,980.80	\$79,768.00	\$82,617.60	\$85,612.80	\$88,712.00	\$91,936.00	\$95,451.20	\$99,028.80	\$102,793.60	GRADE 14
GRADE 15	\$81,473.60	\$84,427.20	\$87,484.80	\$90,667.20	\$93,953.60	\$97,385.60	\$101,088.00	\$104,915.20	\$108,908.80	GRADE 15
GRADE 16	\$85,321.60	\$88,420.80	\$91,624.00	\$94,972.80	\$98,446.40	\$102,065.60	\$105,955.20	\$110,011.20	\$114,192.00	GRADE 16
GRADE 17	\$89,169.60	\$92,435.20	\$95,804.80	\$99,299.20	\$102,960.00	\$106,766.40	\$110,864.00	\$115,065.60	\$119,475.20	GRADE 17
GRADE 18	\$93,246.40	\$96,657.60	\$100,193.60	\$103,875.20	\$107,723.20	\$111,675.20	\$115,960.00	\$120,390.40	\$125,028.80	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B										
01/01/2021 ICCEA ANNUAL PAY PLAN - 3% on 01/01/2020 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$18.01	\$18.58	\$19.16	\$19.76	\$20.40	\$21.06	\$21.81	\$22.60	\$23.38	GRADE 1
GRADE 2	\$18.41	\$18.95	\$19.55	\$20.19	\$20.84	\$21.50	\$22.26	\$23.06	\$23.89	GRADE 2
GRADE 3	\$18.84	\$19.43	\$20.05	\$20.69	\$21.35	\$22.05	\$22.84	\$23.66	\$24.49	GRADE 3
GRADE 4	\$19.41	\$20.03	\$20.65	\$21.33	\$22.03	\$22.75	\$23.57	\$24.41	\$25.29	GRADE 4
GRADE 5	\$20.01	\$20.63	\$21.29	\$21.99	\$22.71	\$23.47	\$24.30	\$25.19	\$26.10	GRADE 5
GRADE 6	\$20.63	\$21.31	\$21.99	\$22.71	\$23.48	\$24.26	\$25.13	\$26.05	\$26.97	GRADE 6
GRADE 7	\$21.50	\$22.22	\$22.95	\$23.71	\$24.49	\$25.32	\$26.21	\$27.18	\$28.16	GRADE 7
GRADE 8	\$22.57	\$23.30	\$24.06	\$24.86	\$25.71	\$26.57	\$27.53	\$28.55	\$29.59	GRADE 8
GRADE 9	\$23.78	\$24.53	\$25.35	\$26.19	\$27.09	\$28.02	\$29.02	\$30.10	\$31.22	GRADE 9
GRADE 10	\$26.19	\$27.09	\$28.02	\$28.97	\$29.98	\$31.01	\$32.16	\$33.34	\$34.57	GRADE 10
GRADE 11	\$28.75	\$29.74	\$30.78	\$31.85	\$32.96	\$34.11	\$35.37	\$36.69	\$38.06	GRADE 11
GRADE 12	\$31.58	\$32.69	\$33.85	\$35.04	\$36.28	\$37.57	\$38.98	\$40.43	\$41.95	GRADE 12
GRADE 13	\$34.75	\$35.99	\$37.27	\$38.59	\$39.98	\$41.43	\$42.99	\$44.61	\$46.28	GRADE 13
GRADE 14	\$38.12	\$39.50	\$40.91	\$42.39	\$43.93	\$45.53	\$47.27	\$49.04	\$50.90	GRADE 14
GRADE 15	\$40.35	\$41.81	\$43.32	\$44.90	\$46.53	\$48.22	\$50.06	\$51.95	\$53.93	GRADE 15
GRADE 16	\$42.25	\$43.79	\$45.37	\$47.03	\$48.75	\$50.54	\$52.47	\$54.48	\$56.55	GRADE 16
GRADE 17	\$44.16	\$45.77	\$47.44	\$49.17	\$50.99	\$52.87	\$54.90	\$56.98	\$59.16	GRADE 17
GRADE 18	\$46.17	\$47.86	\$49.62	\$51.44	\$53.34	\$55.30	\$57.42	\$59.62	\$61.91	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX B										
01/01/2021 ICCEA ANNUAL PAY PLAN - 3% on 01/01/2020 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	\$37,460.80	\$38,646.40	\$39,852.80	\$41,100.80	\$42,432.00	\$43,804.80	\$45,364.80	\$47,008.00	\$48,630.40	GRADE 1
GRADE 2	\$38,292.80	\$39,416.00	\$40,664.00	\$41,995.20	\$43,118.40	\$44,720.00	\$46,300.80	\$47,964.80	\$49,691.20	GRADE 2
GRADE 3	\$39,187.20	\$40,414.40	\$41,704.00	\$43,035.20	\$44,408.00	\$45,864.00	\$47,507.20	\$49,212.80	\$50,939.20	GRADE 3
GRADE 4	\$40,372.80	\$41,662.40	\$42,952.00	\$44,366.40	\$45,822.40	\$47,320.00	\$49,025.60	\$50,772.80	\$52,603.20	GRADE 4
GRADE 5	\$41,620.80	\$42,910.40	\$44,283.20	\$45,739.20	\$47,236.80	\$48,817.60	\$50,544.00	\$52,395.20	\$54,288.00	GRADE 5
GRADE 6	\$42,910.40	\$44,324.80	\$45,739.20	\$47,236.80	\$48,838.40	\$50,460.80	\$52,270.40	\$54,184.00	\$56,097.60	GRADE 6
GRADE 7	\$44,720.00	\$46,217.60	\$47,736.00	\$49,316.80	\$50,939.20	\$52,665.60	\$54,516.80	\$56,534.40	\$58,572.80	GRADE 7
GRADE 8	\$46,945.60	\$48,464.00	\$50,044.80	\$51,708.80	\$53,476.80	\$55,265.60	\$57,262.40	\$59,384.00	\$61,547.20	GRADE 8
GRADE 9	\$49,462.40	\$51,022.40	\$52,728.00	\$54,475.20	\$56,347.20	\$58,281.60	\$60,361.60	\$62,608.00	\$64,937.60	GRADE 9
GRADE 10	\$54,475.20	\$56,347.20	\$58,281.60	\$60,257.60	\$62,358.40	\$64,500.80	\$66,892.80	\$69,347.20	\$71,905.60	GRADE 10
GRADE 11	\$59,800.00	\$61,859.20	\$64,022.40	\$66,248.00	\$68,556.80	\$70,948.80	\$73,569.60	\$76,315.20	\$79,164.80	GRADE 11
GRADE 12	\$65,686.40	\$67,995.20	\$70,408.00	\$72,883.20	\$75,462.40	\$78,145.60	\$81,078.40	\$84,094.40	\$87,256.00	GRADE 12
GRADE 13	\$72,280.00	\$74,859.20	\$77,521.60	\$80,267.20	\$83,158.40	\$86,174.40	\$89,419.20	\$92,788.80	\$96,262.40	GRADE 13
GRADE 14	\$79,289.60	\$79,955.20	\$82,825.60	\$85,820.80	\$88,940.80	\$92,164.80	\$95,680.00	\$99,278.40	\$103,043.20	GRADE 14
GRADE 15	\$83,928.00	\$86,964.80	\$90,105.60	\$93,392.00	\$96,782.40	\$100,297.60	\$104,124.80	\$108,056.00	\$112,174.40	GRADE 15
GRADE 16	\$87,880.00	\$91,083.20	\$94,369.60	\$97,822.40	\$101,400.00	\$105,123.20	\$109,137.60	\$113,318.40	\$117,624.00	GRADE 16
GRADE 17	\$91,852.80	\$95,201.60	\$98,675.20	\$102,273.60	\$106,059.20	\$109,969.60	\$114,192.00	\$118,518.40	\$123,052.80	GRADE 17
GRADE 18	\$96,033.60	\$99,548.80	\$103,209.60	\$106,995.20	\$110,947.20	\$115,024.00	\$119,433.60	\$124,009.60	\$128,772.80	GRADE 18
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

APPENDIX C-Exempt/Non-Exempt Positions

EXEMPT/NON-EXEMPT POSITIONS - CONFIDENTIAL UNIT

<u>Job Title</u>	<u>Exempt/ Non-Exempt</u>
Human Resources Assistant	Non-exempt
Human Resources Specialist	Non-exempt
Human Resources Director	Exempt
Accounting Manager	Exempt

APPENDIX D-Updated MOU-Military Leave Pool

02/26/2002 Updated Memorandum of Understanding, MOU re: Military Leave Pool

This MOU is being agreed to between Itasca County and Itasca County Confidential Employees' Association to institute a Military Leave Pool (MLP). The terms and conditions of the MLP are spelled out below.

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool.

Itasca County may pay to each employee who is an eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active duty military salary and the salary the member would be paid as an active County employee, including any adjustments the employee would have received if not on leave of absence.

Payment may be made only to a person whose basic active duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be based on the employee's regular work week.¹ Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

Payment under this Policy must not exceed beyond four years from the date the employee was ordered to active service, plus any additional time the employee may be legally required to serve OR until the MLP is depleted—whichever occurs first.²

¹ No reimbursement beyond the normal work week, i.e. employee normally works 43 hours/week, reimbursement will be based on 43 hours/week.

² The value of the pool will be established by actual count of hours donated and the actual value corresponding to those hours. I.e. If Employee A donates 4 hours of vacation and A's pay is \$50/hour and Employee B donates 8 hours of vacation and B's pay is \$100/hour then the value of the pool is 12 hours with a \$1000 value.

The rate paid out will be subtracted from the value of the pool. I.e. If Employee P receives \$1/hour difference (P makes \$9 in the military and \$10 at the County) and is gone for 25 work days or 200 work hours, then \$200 is taken from the MLP and the MLP new balance is \$800.

³ Per 11/07/2001 Steve Fecker letter "Lacking an express statutory grant of authority to provide supplemental pay or benefits to employees called up to active military duty, with the exception of the 15 day paid leave provided under MS 192.26, counties are without authority to provide supplemental pay or benefits."

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

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to the Courthouse or Human Services Payroll Clerk and shall be recorded on the Employee Attendance Record during each year in January or during the occurring month of donation. To submit donated contribution, complete the Payroll form.⁴

One-time exception to the January 1st submission is granted to Payroll for purposes of organizing and activating the MLP.

This policy provides for retroactive payments to Itasca County employees called to unpaid military leave as of 09/11/2001.⁵

Employees on unpaid military leave who wish to receive contributions from the Military Leave Pool AND who have used all of their vacation and comp time balances⁶ must submit written request with documentation of current military salary to Courthouse or Human Services Payroll.⁷ Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits.³

Employees on military leave with orders to serve military time in the local area (within Itasca County geographical boundaries) must fulfill 40 hours working for the military and/or the County in order to be eligible to draw from the MLP.⁸

⁴Payroll will create the necessary forms.

⁵Presumes the MLP is available for future military leaves even after Operating Enduring Freedom has concluded. If MLP was set up specifically for Operation Enduring Freedom, what does the Board and/or employees want to do with any fund balance after Operation Enduring Freedom concludes?

⁶This presumes the Board wants to mandate the use of vacation and comp time before giving Military Leave Pool donations.

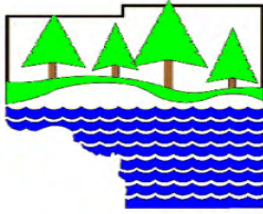
⁷Does the Board want to accept a request from other “immediate family member”, how will that be defined? And what liability goes with that? I.e. estranged spouse submits request

⁸Language addresses those who may be on local duty with time available to work.

Employees on military leave with orders to serve military time outside of the local area (outside of Itasca County geographical boundaries) must serve 40 hours working for the military in order to be eligible to draw from the MLP.

This 02/26/2002 updated MOU supercedes any previously approved MOU by the County and employee group and the effective date of this updated MOU shall be retroactive to 09/11/2001.

Was signed by: County Board Chair Robert Frick, Coordinator Robert R. Olson, ICCEA President Terry Snyder.



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

August 27, 2019
Regular Meeting

REQUEST FOR BOARD ACTION RBA-2019-212

DEPARTMENT: Human Resources

PRESENTER: Lynn Hart

TIME REQUIRED:

AGENDA ITEM:

2019-2021 Labor Contract - Itasca County Confidential Employees Association

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the 2019-2021 collective bargaining agreement for the Itasca County Confidential Employees Association.

BACKGROUND:

The labor management committee has been negotiating the 2019-2021 collective bargaining agreement with the Itasca County Confidential Employees Association. This collective bargaining agreement has been voted on and approved by The Itasca County Confidential Employees Association and the labor management committee recommends approval by the County Board.

ITEM HISTORY:

History:

08/20/19 COUNTY BOARD
NEXT: 08/27/19

RECOMMENDED FOR CONSENT

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

- ICCEA 2019-2021 cba - final (PDF)

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Leo Trunt, District #3
SECONDER:	Terry Snyder, District #2
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives