

**AGREEMENT**

**between**

**BROWN COUNTY**

**and**

**AFSCME MINNESOTA COUNCIL NO. 65  
LOCAL UNION NO. 1204  
AFL-CIO**

**BROWN COUNTY PUBLIC EMPLOYEES COURTHOUSE UNIT**

**Term:**

**JANUARY 1, 2017 through DECEMBER 31, 2019**

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## PREAMBLE

### Section 1.

This Agreement, entered into by and between Brown County, hereinafter referred to as the "Employer", and Local Union No. 1204A, affiliated with Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

## ARTICLE 1 RECOGNITION

### Section 1.

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for:

All employees of Brown County including Water Plan Coordinator who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding all employees of the Highway Department, Family Services, Public Health Nursing, County Attorney's Office, Park Maintenance, Assistant Zoning Administrator, and supervisory, confidential and essential employees.

### Section 2.

In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation for determination. A new or modified job class created during the term of the Agreement shall be classified in accordance with the Brown County personnel classification procedures.

## ARTICLE 2 DEFINITIONS

### Section 1.

Full-time Employee. Any employee occupying a position which normally requires 2080 hours of work annually.

### Section 2.

Regular Part-time Employee. An employee who:

1. A) Occupies a position with a job description that has been evaluated for the County Compensation Plan;  
B) Earns more than \$5,100.00 annually or works more than 120 days in a calendar year, (PERA); or  
C) Is designated as a regular part-time position by the department head with approval by the County Board; or
2. Is employed more than 17-1/2 hours per week on a regular basis.

Section 3.

Intermittent/Temporary Part-time Employee. All employees who work less than full-time and who are not designated as regular part-time. Intermittent/Temporary part-time employment is not counted toward seniority, anniversary date, or years of service. No benefits are earned by Intermittent/Temporary part-time employees.

Section 4.

Date of Employment. The start date of service to Brown County.

Section 5.

Anniversary Date. The start date of employment in the position or present grade and is based on an estimate of 2080 hours of regular paid time.

Section 6.

Years of Service. Accumulation of paid regular time with Brown County is based on 2080 hours of compensated, non-overtime, service per year.

Section 7.

Employer. Brown County Board of Commissioners and its designated representative(s)

Section 8.

Employee. Individuals identified as covered by this Agreement in the Recognition Article I.

Section 9.

Union. Local 1204A, Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE 3  
MANAGEMENT RIGHTS

Section 1.

Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of Brown County in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control all the operations and services of the County; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees within any department; to schedule working hours and assign overtime; to hire, promote, suspend, discipline, or discharge employees; to lay off or relieve employees due to lack of work or other reasons as provided herein; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the utilization of technology and to take whatever actions may be necessary to carry out the missions of the County in emergencies.

Section 2.

Nothing in this Agreement shall limit or prohibit the right of the Employer to subcontract work performed by employees covered by this Agreement. However, the Employer will meet and confer with the Union in any subcontracting situation which will result in the layoff of existing bargaining unit personnel.

Section 3.

The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives

and orders issued by the Employer, providing that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

## ARTICLE 4 UNION SECURITY

### Section 1.

Upon receipt of a signed authorization from an employee, the regular monthly dues (prorated according to salary) of the Union shall be deducted from such employee's pay. The Financial Officer of the Union shall notify the Employer by certified mail of the amount of uniform dues to be deducted. Deductions shall be made on the first payday of each month and shall be remitted promptly to the Financial Officer of the Union.

### Section 2.

When requested to do so by the Union, the Employer shall deduct from the wages of those employees not members of the Union a fair share fee that shall not exceed eighty-five (85) percent of the regular monthly dues and shall forward such monies to the designated officer of the Union.

### Section 3.

The Union agrees to give the Employer reasonable notice of any change in the amount of uniform dues deducted and the Union further agrees to refund to the Employer any amount paid to the Union in error on account of the dues deduction provision.

### Section 4.

The Union shall indemnify the Employer and any agency of the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer or Department of the Employer for the purpose of complying with the provisions of this Article.

### Section 5.

The Union may designate two members to act as stewards for the unit. The Union shall inform the Employer of such choice and any changes in writing.

### Section 6.

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area which can be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards and material shall be limited to official notices and bulletins pertaining to the local. Materials of a controversial or political nature shall not be posted.

### Section 7.

The Employer agrees to compensate employee members of the Union's negotiating team for the time spent negotiating the subsequent collective bargaining agreement provided that the total compensation paid to all employee members of the Union negotiating team pursuant to this Section does not exceed twenty-seven (27) hours. This compensation shall be paid at the applicable base rate.

ARTICLE 5  
JOB OPENINGS

Section 1.

A job opening is defined as a vacancy in a regular position within the bargaining unit. It is solely within the authority of the Employer to determine if a vacancy is to be filled. No vacancy exists if the prior occupant of the position is on any form of paid or unpaid leave of absence from which the employee has a right to return to his or her prior position.

Section 2.

In the event of a job opening as described in Section 1, the department head will post a position vacancy form on the bulletin board in the County Courthouse and in other designated areas for a minimum of five (5) working days.

Section 3.

When practical and in the best interest of the County, vacant positions shall be filled through promotion. Employees in all departments who possess the necessary qualifications shall be eligible for promotional consideration. Selection will be based upon qualifications for the position, should qualifications be equal, seniority shall govern. Intermittent/Temporary employees who apply for a bargaining unit position will not receive preference for the position.

Section 4.

In the event the Employer does not fill the position through promotion, the position will be filled through the procedure provided in the personnel policy.

Section 5.

An employee who transfers from one department to another will carry with them to the new department any accumulated sick leave and vacation benefits as well as their years of service as a County employee for the purposes of earning vacation and sick leave. The employee may use earned sick leave and other benefits during the training phase in the new department. Previously earned vacation may be used at the discretion of the new department head, and not to exceed ten (10) days during the training phase period.

ARTICLE 6  
MEDICAL EXAMINATIONS

Section 1.

New employees will be required to have a physical examination by a qualified County-appointed, licensed physician before placement. If the examination results indicate the employee is not able to fulfill the job requirements, the applicant will not be employed. Brown County will pay the expense of the initial examination, provided the proper County forms are used.

Section 2.

The department head may require a medical or psychological evaluation for an employee, with the professional certifying the employee's ability to continue working. The evaluation will be at the County's expense.

Section 3.

The County will not require physical examinations for Intermittent/Temporary employees.

ARTICLE 7  
SENIORITY

Section A. Definitions

- A. Departmental seniority shall mean an employee's length of service with the employing department since the employee's last date of hire to a regular position in the Department. "Length of Service" shall mean the number of compensated hours, exclusive of overtime, served by the employee. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, termination as a result of medical or mental incapacity, discharge for cause, retirement, death or failure to return when recalled from a layoff. When two or more employees have the same seniority accrual, their position on the seniority list shall be determined by the Employer based on experience and/or performance.
- B. Classification seniority shall be defined as the length of continuous service as a full-time or regular part-time employee in a Brown County position classification. Employees who are promoted or transferred to a new position shall continue to accrue seniority in their previous position for the purpose of layoff and recall.
- C. Employer seniority shall be defined as the length of continuous service as a full-time or regular part-time employee of Brown County since the most recent of the initial hire or rehire.

Section 2.

The Employer shall establish and maintain three (3) seniority lists, one by Employer seniority, one by departmental seniority, and one by classification seniority. These lists shall be updated annually and posted on the Union bulletin board. If an employee has an objection, the employee shall notify the personnel department within two (2) weeks of the posting and (if in error) the list shall be corrected.

ARTICLE 8  
TRAINING PHASE

Section 1.

Initial appointments to full-time and regular part-time positions are subject to a six month training phase for the purpose of demonstrating the employee's ability to perform the requirements of the position.

Section 2.

At the end of five months, the department head will complete a written evaluation of the employee's performance on the job. A copy of the report indicating satisfactory performance, or cause for termination, signed by the department head and the employee is to be given to the employee and the Personnel Director.

Section 3.

During the training period for new employees, the Employer shall have the unqualified right to discharge an employee, and the employee shall not be eligible to use the grievance procedure to contest the discharge.

Section 4.

Employees who are promoted will be subject to a three month (520 compensated hours) training phase for the purpose of demonstrating the employee's ability to perform the requirements of the new position. During this promotional training phase, the Employer may, at any time, return the promoted employee to their former position. Promoted employees may voluntarily choose to return to their prior

position without loss of seniority or pay for a one month period (173 compensated hours) following the promotion. It is understood that an individual who is hired to replace an individual who has been promoted and is serving the promotional training phase does not acquire permanent status.

Section 5.

An employee promoted to a position out of the bargaining unit shall retain bargaining unit seniority status until successful completion of the training phase required for the promoted position.

ARTICLE 9  
PERFORMANCE EVALUATION

Section 1.

At least annually and prior to completion of the initial and subsequent 2080 compensated hour increments of service in the position, the employee and supervisor will meet to formally discuss job performance. The appraisal will be discussed, recorded in writing, signed by both employee and supervisor, and retained in the employee's personnel file as a record of job performance. An employee having received a satisfactory evaluation and who is eligible for step movement via years of service within their respective classification shall move to the next step in the salary schedule. Guidelines for performance appraisal are contained in Addendum C of the Brown County personnel policy.

ARTICLE 10  
WORK HOURS

Section 1.

This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime premium and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week by the Employer.

Section 2.

The standard work week will consist of a forty (40) hour work week, Monday through Friday, inclusive. Office hours will be from 8:00 a.m. through 4:30 p.m. Respective department heads will schedule hours of work at other times when necessary to promote more effective performance of work tasks. However, the Employer shall give the employee a minimum of ten (10) working days notice in any change in scheduled hours of work, with the exception of emergency situations or upon mutual agreement of the department head and the affected employee.

Section 3.

All employees shall receive two fifteen (15) minute rest periods in each eight hour shift, at fifteen (15) minutes every four (4) hours, at times designated by their supervisor. All employees shall be entitled to an unpaid ½ hour for lunch at times designated by their supervisor.

Section 4.

Employees shall be paid at two week intervals.

ARTICLE 11  
HOLIDAYS

Section 1.

There will be eleven paid holidays as follows:



New Year's Day	Martin Luther King's Birthday (3rd Monday in January)
President's Day (3rd Monday in February)	Good Friday (close at noon)
Memorial Day	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (close at noon)	Christmas Day

Section 2.

Whenever New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding Friday shall be observed as a holiday. Whenever these same holidays fall on a Sunday, the succeeding Monday shall be observed as the holiday. When Christmas Eve falls on a Friday, Saturday or Sunday, the 1/2 day holiday will be allowed during the month of December of the current year with adequate notice to the department head.

Section 3.

When a paid holiday falls during an employee's vacation period, that employee shall receive an additional day of paid vacation.

ARTICLE 12  
OVERTIME

Section 1.

Work performed in excess of 40 hours during any standard work week will be considered overtime for employees considered "non-exempt" by federal Fair Labor Standards Act provisions and, for such employees, shall be computed at a rate of one and one-half times the employee's base pay rate. For purposes of computing overtime eligibility, the standard pay period shall commence at 12:01 a.m. Friday and shall end at 11:59 p.m. Thursday. All holidays and paid leave time shall be considered time worked for the purpose of computing overtime. No employee will be compensated for overtime or receive compensatory time (comp time) for time worked without the approval of the department head.

Section 2.

Employees shall have the option of taking overtime hours as compensatory time off or taking it as paid time. Compensatory time and compensatory time off are defined as hours when an employee is not working and which are paid for at the employee's regular rate of pay. Compensatory time may be accrued to a maximum of two hundred forty (240) hours. A "non exempt" employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work. An employee shall be permitted to use accrued compensatory time within a reasonable period, as determined by the department head, if to do so would not unduly disrupt the operations of the Employer or department. Attendance at meetings not directly contributing to the efforts of Brown County will not be considered time eligible for compensation.

Section 3.

"Non exempt" employees shall be eligible for payment for accrued compensatory time upon termination of employment calculated at the average regular rate of pay for the final three (3) years of employment, or the final regular rate received by the employee, whichever is higher.

Section 4.

The base pay rate or any premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement.

Section 5.

Facilities Operator I, Facilities Operator II and Facilities Operator III positions will be paid a minimum of three (3) hours at the regular hourly rate when called back to work outside of the regular scheduled shift.

Section 6.

An employee shall not be required to take time off during the standard work week to avoid the payment of overtime.

Section 7.

On Call. Effective January 1, 2014, Facilities Operators assigned to be on-call will be paid \$50.00 for being on call on an actual holiday as set forth in Article XII and \$50.00 per day (\$100.00 for both days) per weekend. Weekend on-call begins following the regular shift on Friday and extends until the beginning of the regular shift on the following Monday.

ARTICLE 13  
MULTIPLE JOB SITUATIONS/TRADING

Section 1.

Employees may, at their own option, undertake employment for the County on an occasional or sporadic basis in a part-time job in a different capacity than their regular employment provided they do not work more than forty hours on the combined job assignments during any work week without the approval of both department heads involved.

Section 2.

Individuals who volunteer their services to Brown County and receive no compensation are excluded from the definition of employee and are thus excluded from coverage under the Fair Labor Standards Act. They may be paid expenses. However, an employee of Brown County may not volunteer services to his or her own department which are of the same type of service as the employee is employed to perform.

Section 3.

Employees of Brown County may, at their own option but with the prior approval of their department head, substitute during scheduled hours for other employees in the bargaining unit who are employed in the same capacity. In the case of substitution, the hours involved are credited to the scheduled employee and not to the substitute employee. The non-scheduled employee shall not be eligible for pay or overtime for the substituted hours worked.

ARTICLE 14  
COMPENSATION

Section 1.

Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked Appendix A-1.

Section 2.

An employee who occupies a position which has been reclassified will be promoted on a noncompetitive basis provided the employee possesses the necessary qualifications for the position.

When a position description is reclassified up, to a higher grade, incumbent employees will move to the step on the new grade that is closest to, but not below, the present salary. If a position is reclassified through the rotational review and goes up a grade or more, salary placement will be closest step plus one. The step placement and movement, for reclassification, is according to the accelerated step process which utilizes Steps 1-2-3-4-5-8-12-16-21-26. Each year on their anniversary date thereafter, the employee shall move one step up until the employee has attained the level of credited years of service in that position. Upon reaching the accelerated step closest to the years of service in that position the following year placement will be at the actual years of service. Incumbent will retain present anniversary date (month and day will remain the same, but the year shall change). Implementation of Grade and Step shall be the date the County Board approves the points as assigned except for those positions in the Rotational Review which will have an effective date of January 2<sup>nd</sup> of the following year.

### Section 3.

When a position description is rewritten and the PAC repoints the job to a lower grade, the new points will be recognized and the position placed on a lower grade, with the incumbent maintaining present salary until the steps on the lower grade catch up. Incumbent will retain present anniversary date (month and day will remain the same but the year shall change). Implementation of Grade and Step shall be the date the County Board approves the points as assigned except for those positions in the Rotational Review which will have an effective date of January 2<sup>nd</sup> of the following year.

### Section 4

When an employee elects to apply for a job in a lower job classification, a voluntary decision, the employee would transfer or move to the minimum of the new salary range. An employee will be granted credit up to 50% for previous work experience up to Step 5 as applicable to the new classification. Exceptions should be made only when the employee brings to the job working experience and qualifications above the basic requirements needed to perform the work satisfactorily. This is a decision for the County Board, based on recommendations of the Personnel Committee, to make, in the individual case. The employee will acquire a new anniversary date.

### Section 5.

When an employee elects to apply for a job in a higher job classification, a voluntary decision, the employee would transfer or move to the minimum of the new salary range or the next highest rate in the salary scale for the new classification, whichever is greater. Exceptions would be made only when the employee brings to the job working experience and qualifications above the basic requirements needed to perform the work satisfactorily. Occasionally, for market considerations, it may become necessary to pay above the minimum as a starting salary. This is a decision for the County Board, based on recommendations of the Personnel Committee, to make in the individual case. The employee will acquire a new anniversary date.

### Section 6.

Employees making a voluntary job change within the same grade would keep their current salary but receive a new anniversary date.

### Section 7.

Effective January 1, 2017, 2.0% general increase. Effective January 1, 2018, 2.0% general increase. Effective January 1, 2019, 2.5% general increase. Employees eligible for step increases will be granted such increases upon meeting the requirements of the collective bargaining agreement for 2017, 2018, and 2019.

Part-time employees will receive payment based on a pro rata calculation using 2080 hours. Retroactive payment shall apply to employees employed as of the date of County Board approval of this Agreement.

Retroactive payment shall apply to employees employed as of the date of County Board approval of this Agreement.

The County will implement revised County step plan effective January 1, 2003.

## ARTICLE 15 BENEFITS

### Section 1.

Benefits shall consist of the following:

- A. Each full-time employee shall be offered medical health insurance. Effective January 1, 2017 the County shall contribute \$640.58 monthly toward the single coverage premium for the high deductible with HSA plan (currently HP \$2,600, HSA). Effective January 1, 2017 the County shall contribute \$1,452.76 monthly toward the cost of health insurance premium for family coverage for the base plan high deductible with HSA plan (currently HP \$2,600, HSA). The County will provide an HSA health insurance option. In the event of married couples, each of whom are employed by the County, the County will not provide duplicate insurance coverage but will only provide one employee with family coverage. The County will however, provide each with single coverage as requested. In addition, employees participating in this high deductible basic plan will receive \$1,550 annually in two equal installments into the HSA for single and \$1,650 annually in two equal installments into the HSA for family.

Thereafter, for 2018 and 2019 the Employer shall pay 60% and employee shall pay 40% of the increase cost in the health insurance premium for single and family coverage for the high deductible basic plan.

The County agrees to maintain a 125 flex plan which will include the employee contribution to be paid with pretax dollars. The covered employees agree to allow payroll deduction for the employee share of such premiums.

- B. Brown County shall pay the premiums for a Group Life, Accidental Death and Dismemberment and Loss of Sight and Weekly Indemnity Insurance program, in accordance with the attached addendum for full-time employees.
- C. The County IRC Section 125 Flexible Benefit Plan shall be available, on a voluntary basis, to all full and regular part-time employees.
- D. Insurance benefits discussed in Subsections A and B will begin the first month following the employee's starting date.
- E. All employees will be covered at County expense for liability, malpractice, and Worker's Compensation insurance according to Minnesota Law.
- F. Employee options for medical insurance coverage after termination, lay-off, conversion privileges for insured former spouses and children, shall be administered pursuant to Minn. Stat. Chapter 62A generally and Sections 62A.17; 62A.21, specifically.

- G. According to Public Law 99-772, Title X, (COBRA) employees and their families are entitled to temporary extension of health insurance.
- H. Temporary extension of life insurance is provided in accordance with Minn. Stat. Section 61A.092, at group rates when qualifying circumstances occur.
- I. The Employer agrees to establish an insurance committee on which the Union shall have pro rata representation comparing its membership number to the total number of Brown County employees (but in no case less than one (1) representative) . It is agreed that this committee shall function as a meet and confer input group which shall provide a forum for an exchange of information about insurance benefit programs currently available and potentially available. Potential insurance changes that may be desired by either the employees or the Employer and such other matters as may be mutually agreed are appropriate for such meetings. The Employer shall be responsible for scheduling such meetings in accordance with an appropriate time table relating to insurance contract terms and dates. Attendance at insurance committee meetings held at a time which would normally be duty time for a Union appointed employee will constitute paid time.
- J. Retired employees who are receiving a disability benefit or an annuity from the MN Public Pension Plan will be allowed to remain covered by the County's medical insurance at employee's expense until reaching the age of 65.

Section 2.

Regular part-time employees working 30+ hours per week year round, shall be eligible to participate in the County's group health insurance with the County paying 75% of the cost for single coverage premium which may be applied to family coverage.

Section 3.

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

**ARTICLE 16  
VACATIONS**

Section 1. Vacations.

Employees shall earn vacation time according to the following schedule of years of completed employment:

<u>Years Completed</u>	<u>Hours Per Month</u>	<u>Hours Per Year</u>
Less than 5 years	8.47 hours	101.66 hours
5 years but less than 10 years	10.83 hours	130 hours
10 years but less than 15 years	13.11 hours	157.30 hours
15 years but less than 20 years	15.45 hours	185.38 hours
20 years or more	16.79 hours	201.50 hours

Section 2.

Employees satisfactorily completing the six month training phase will be eligible for vacation earned. Employees with greater seniority within their department shall have first choice of scheduling vacation.

Section 3.

Employees may accumulate vacation hours at any given time up to a maximum of 200 hours. Vacation earned in excess of the maximum shall be forfeited. Those employees terminating employment after six months of satisfactory service will receive payment for accrued vacation at the current scale.

Section 4.

All employees entitled to use vacation time shall indicate their desire to take vacation time off to the department head or authorized assistant. Use of vacation shall be subject to reasonable notice requirements and approval of the department head.

Section 5.

Should an employee contract any illness or disability during their vacation that requires the attention of a physician, the period of sickness or disability shall be charged as sick leave and the charge against vacation leave shall be reduced accordingly. The illness or disability must be verified by a signed certificate from a physician.

ARTICLE 17  
SICK LEAVE

Section 1.

Regular and training full-time employees will accrue sick leave at a rate of 96 hours for each 2080 hours of service, credited at least monthly. Accrued sick leave may be used for illness, injury, medical or dental appointments, immediate family illness, in accordance with Minnesota Statute 181.9413 or because of exposure to contagious disease where the health of other employees might be endangered by reporting to work. Leaves of absence covered by the Family and Medical Leave Act will be handled in accordance with the County FMLA policy. Employees must notify the department head when the work shift begins if unable to report for work. Sick leave will be accumulated up to an unlimited total. Department heads may ask for a doctor's certificate verifying illness, when an employee has been on sick leave for three consecutive days or in any instance where the department head believes the employee may be abusing or misusing sick leave. When all of an employee's sick leave and weekly indemnity insurance benefits are exhausted, and an employee is unable to return to work, the matter shall be referred to the County Board.

Section 2.

Upon retirement, death or disability or voluntary termination after ten (10) years of employment, employees shall be paid 10% of the unused sick leave based on the current rate of pay; after fifteen (15) years of employment, an employee shall be paid 25% of the unused sick leave based on the current rate of pay. Retirement is defined as retirement offered under Public Employee Retirement statutes. Disability is defined as that degree of disability that prevents an employee from performance of their duties in their current position.

Section 3.

Any abuse of sick leave privileges will be strictly disciplined. The department head and/or Personnel Director reserve the right to take corrective or disciplinary action up to and including discharge.

Section 4.

Department heads must request a leave of absence for employees whose leave benefits are depleted to retain PERA service time. Service time is defined as hours of employment that are accumulated

under regular full-time or regular part-time employment qualifying for retirement benefits under Minnesota Law. Requests for leaves of absence shall be directed to the County Board. Leaves of absence will not be counted for years of service for Brown County payroll and salary administration purposes.

Section 5.

An employee who incurs a work related illness or injury during their performance of duty for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's monthly net pay and Worker's Compensation insurance payments while employed by the County. Such payment by the Employer will not be charged to the employee's vacation, sick leave, or other accumulated paid benefits. The Employer may require the employee to submit a physical examination by a doctor or doctors selected by the Employer to determine whether the employee is capable of returning to full-time duty or if the employee should be retired or given a less strenuous assignment in the department. If it is determined that the employee is no longer physically fit for full-time active duty on the employee's former or new assignment in the department and retirement is indicated in the best interest of the employee and the department, the employee shall be retired. It is understood that Employer's obligation to pay the difference between the employee's net pay and Worker's Compensation payments shall cease upon termination of employment. Nothing in this Section shall be construed to limit the rights and obligations of the Employer and the employee under the Americans with Disabilities Act.

ARTICLE 18  
PART-TIME EMPLOYEE BENEFITS

Section 1.

Part-time employees filling positions designated as regular part-time by County Board action shall be eligible for prorated sick leave, vacation, and holiday benefits based on the percentage of full time worked. No leave benefits shall accrue to any seasonal employee during the season of the year not worked. Part-time employees currently receiving prorated sick leave, vacation and holiday benefits will continue such coverage until a change of employment status. Employer contributions to insurance premiums are available only to full-time employees.

ARTICLE 19  
MISCELLANEOUS LEAVES

Section 1.            Funeral Leave

Up to 24 hours paid time per occasion may be granted for a death in the family. Family is defined as mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, and significant others. For the death of an employee's grandparent, one (1) day funeral leave will be granted. This non-accumulative leave must be approved by the department head. All other funeral leave will be granted at the discretion of the department head and such time shall be deducted from leave benefits.

Section 2.            Jury Duty

Any employee shall be granted a leave of absence with pay for service on a jury. The employee shall return fees for such jury service to Brown County. If excused, the employee shall immediately return to work for the balance of the day. The employee will be allowed to retain mileage and other expense reimbursements.

Section 3.            Educational Leave

After two years of employment, a request for educational leave without pay shall be considered on a case by case basis by the department head and subject to the approval by the County Board.

Section 4.            Leave of Absence

A leave of absence without compensation may be granted upon good cause shown to the department head with approval of the County Commissioners. An employee who is on an unpaid leave of absence shall pay for the Employer's share of life and health insurance costs on the same prorated basis as compensation lost. Seniority shall be frozen as of the start of the leave, but shall not accrue during an unpaid leave. No benefits shall accrue during an unpaid leave.

Department heads must request a leave of absence for employees whose leave benefits are depleted to retain PERA service time. Service time is defined as hours of employment that are accumulated under full-time or regular part-time employment qualifying for retirement benefits under Minnesota Law. Requests for a leave of absence should be directed to the County Board. Unpaid leave of absence time will not be counted for years of service for Brown County payroll or for salary administration plan movement.

Section 5.            Parental Leave

A leave without pay will be granted to all employees having or adopting a child and as further may be defined in Minnesota Statute 181.9413. A leave of up to six weeks shall be granted. Exceptions providing for leave of up to one year may be granted in special circumstances on approval of department head and Board. No employee may return to the job until six weeks after childbirth, unless a physician's statement certifying that she is able to work is submitted.

At the beginning of the third trimester, or when the date of placement is known in the case of adoption, the employee shall notify the department head of the tentative date of leave of absence with or without pay, tentative date of return to work (dependent on employee's condition and physician's statement)

Section 6.            Military Leave

Military leave will be granted to any employee who enters a military service of the United States during a time of war, national emergency, or for short periodic training periods. Such leave shall be without compensation and shall be for the duration of the war, national emergency or training period. The employee shall file the request for military leave with the department and, following completion of military service, the employee should be entitled to reinstatement according to Federal Law. Any employee who is a member of the military reserve force of the United States shall be granted a paid leave of absence not to exceed fifteen (15) days per year for such activity (in accordance with Minnesota Statute 192.26)

Section 7.            Leave for Volunteerism

Brown County employees who are volunteer members of a service providing public safety such as fire department, auxiliary police, civil defense units and ambulance service will be granted leave of absence with compensation for such emergency calls.

ARTICLE 20  
LAYOFF

Section 1.

The Employer shall give twenty-one (21) days written notice of layoff. First, intermittent/temporary employees within the affected department shall be laid off. Second, training employees within the affected



department and classification shall be laid off. Third, the least senior employee within the affected department and classification shall be laid off.

Section 2.

An employee who receives notice of layoff may exercise his/her accumulated classification seniority to bump an employee with less seniority in a lower paid classification in the department, provided the employee seeking to bump is immediately qualified to perform the duties of the position into which the employee seeks to bump. A grievance alleging that an employee was unreasonably denied bumping rights may be brought at Step 3 of the Grievance Procedure.

Section 3.

When it becomes necessary to recall employees from layoff, employees shall be recalled to a position in a classification in the department in the reverse order of layoff.

Section 4.

Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Employer. Employees must respond and report within ten (10) work days of receipt, at the last mailing address, of any offer of recall. An offer to recall returned by the Post Office shall constitute a refusal of the recall offer. Failure to respond on time to a recall offer shall constitute refusal of the offer.

Section 5.

Upon recall, if an employee refuses to accept a comparable appointment offered to him/her, the Employer may remove the employee's name from the re-employment list and the employee shall be deemed separated from employment. "Comparable" shall mean any position which, if refused, would disqualify the employee from unemployment benefits.

Section 6.

Recall rights shall cease one (1) year after an employee is laid off and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.

ARTICLE 21

VOLUNTARY TERMINATION OF EMPLOYMENT

Section 1. Resignation and Retirement

Regular and training employees shall give the department head a two week written notice of resignation. Such notice shall indicate the last actual date of employment, the number of accrued vacation days the employee plans to use, or the number of accrued vacation days the employee wishes to receive payment for at the current scale of pay. Terminating employees must consult with the department head or payroll department concerning the PERA refund and continuation or termination of group life and medical insurance policies.

ARTICLE 22

DISCIPLINE AND DISCHARGE

Section 1.

The Employer will discipline only for just cause. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Demotion, or
- e. Discharge

Section 2.

Notices of suspension, demotion and discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotion will state the classification to which the employee is demoted and the rate of pay applicable as a result of the demotion. The Union shall be provided with a copy of each such notice.

Section 3.

Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.

Section 4.

Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. The role of the Union representative in such investigations shall be the same as that of an attorney representing a client before a grand jury. This Section shall not apply to any investigation of criminal conduct by or involving the employee.

Section 5.

Discharges will be preceded by five (5) calendar days suspension without pay.

Section 6.

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 7.

Grievances relating to a discharge may be initiated by the Union in Step 3 of the grievance procedure.

ARTICLE 23  
EXPENSES

Section 1.            Mileage

Miles driven for County purposes in the employee's private automobile will be reimbursed at the Federal deductibility rate effective upon receipt of notice.

Section 2.            Lodging and Meals

The cost of meals and lodging for employees only shall be reimbursed by the County when the employee is on official business. The maximum daily meal allowance will coincide with and be equal to the maximum daily meal allowance specified by the Brown County Personnel Policy. Meals not commensurate with overnight lodging shall be considered taxable income.

Section 3.            Parking

Parking expenses will be reimbursed when the employee is on official County business.

Section 4.            Conferences and Institutes

The cost of authorized conferences and institutes will be reimbursed upon completion, or an advance for conference expense may be obtained by department head approval.

Section 5.            Continuing Education Seminars

Seminars as required by the department head or by law shall be reimbursed by the County, for expenses, mileage and compensation time if needed.

ARTICLE 24  
GENERAL PROVISIONS

Section 1. Safety

Employees must adhere strictly to all safety requirements and perform their jobs in the safest manner possible. Each employee will be responsible for his or her personal safety and for the safe completion of assigned tasks. Whenever an employee is injured on the job, the employee shall report the injury to the supervisor immediately in order to be eligible for Worker's Compensation benefits. Employees shall report to their department head any instance of injury to the person or property of a member of the public arising from an incident involving County property or County personnel while on duty.

Section 2.

Employees will adhere to Article XVIII of the County personnel policies regarding safety, smoking, public relations, dress, sexual harassment, aids, or HIV infected persons and dependent children.

Section 3.

Any subject matter submitted by the Employer to an employee's personnel file which would be detrimental to the employee's future promotion, transfer, present or future employment, shall be served upon the employee in writing. All employees shall have the right to inspect their personnel files in the presence of the Employer.

Section 4.

The Employer shall allow a maximum of three (3) members to be paid for attending a negotiating meeting during working hours.

Section 5.

A labor/management committee shall be established. The minimum on the committee shall consist of one county board member, the county administrator and the personnel director. The Union shall select three members to participate on the committee. The committee shall meet on or about January 1st and July 1st of each calendar year. Additional meetings may be called by written request of either party. Said committee is not designed to handle grievances or contract interpretation.

ARTICLE 25  
GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

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

Section 3.

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited to the job duties and responsibilities of the employee and shall therefore be

accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time with pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4.

Grievances shall be resolved in conformance with the following procedure:

- STEP 1. The Union steward, with or without the employee, shall take up the grievance within ten (10) days of its occurrence or the employee's knowledge of its occurrence with the employee's supervisor. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days.
- STEP 2. In the event the grievance is not resolved to the satisfaction of the Union in Step 1, it shall be presented in writing within seven (7) days to the department head who may conduct a new hearing and who shall submit a written decision to the Union and the employee within ten (10) days thereafter.
- STEP 3. In the event no settlement is reached, the grievance shall be presented in writing within seven (7) days to the County Administrator. The County Administrator will respond in writing to the Union within ten (10) days.
- STEP 4. A grievance not resolved in Step 3 of the grievance process may be submitted to the Bureau of Mediation Services by mutual agreement. It is recognized by the parties that the intervention of the EMS does not preclude either party from proceeding to arbitration. The use of the EMS is for a possible mediated resolution only.
- STEP 5. If a grievance remains unresolved, the Union may, within seven (7) calendar days after the response of the County Administrator, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) calendar days, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered by him within thirty (30) days of the date of hearing. All expenses of the cost of the arbitrator shall be duly shared and assessed equally by the parties. 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.

Section 5.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her. 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 decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be

final and binding on the Employer and the Union and the employees, to the extent established by the PELRA of 1971, as amended.

Section 6.

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

Section 7.

Any matters governed by statutory provisions except as expressly provided for in this Agreement shall not be considered grievances under this Agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized, and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure.

Section 8. Election of Remedies

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article XXVI, or a procedure such as: Veterans Preference, Human Rights or Civil Service. If appealed to any procedure other than Step 5, the grievance is not subject to the arbitration procedure as provided in Step 5. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 5 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC V Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir) cert. denied, 506 U.S. 906 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this Section shall be deleted.

ARTICLE 26  
SCOPE OF AGREEMENT

This Agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make request and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding of and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subject 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.

ARTICLE 27  
SAVINGS

Section 1.

This Agreement is subject to the Laws of the United States and the State of Minnesota.

Section 2.


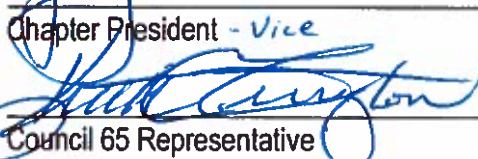
In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provisions may be renegotiated by mutual agreement of the parties.

ARTICLE 28  
DURATION



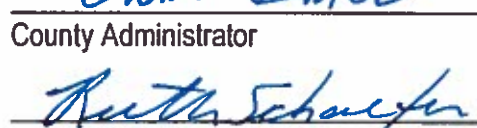
Except as herein provided, this Agreement shall be effective January 1, 2017, and shall continue in full force and effect until December 31, 2019, and thereafter until terminated by operation of law or modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by October 31st of 2019 or any subsequent year in which modification is desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

IN WITNESS WHEREOF, the parties have set their hands this 28<sup>th</sup> day of NOVEMBER, 2016.

FOR THE UNION:

  
\_\_\_\_\_  
Chapter President - Vice  
  
\_\_\_\_\_  
Council 65 Representative  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:

  
\_\_\_\_\_  
County Board Chairman  
  
\_\_\_\_\_  
County Administrator  
  
\_\_\_\_\_  
HR Director  
\_\_\_\_\_

2017 SALARY RANGE SCHEDULE  
AFSCME Courthouse Union EMPLOYEES One percent for 6 thru 8 and 34 percent from 9 to 26

GRADE	RANGE	Minimum	1	2	3	4	Midpoint	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	MAXIMUM Percent																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
IV	148 - 160	20,574	21,261	22,002	22,718	23,430	24,143	24,854	25,564	26,274	26,984	27,694	28,404	29,114	29,824	30,534	31,244	31,954	32,664	33,374	34,084	34,794	35,504	36,214	36,924	37,634	38,344	39,054	39,764	40,474	38%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
V	161 - 175	23,091	23,801	24,511	25,221	25,931	26,641	27,351	28,061	28,771	29,481	30,191	30,901	31,611	32,321	33,031	33,741	34,451	35,161	35,871	36,581	37,291	38,001	38,711	39,421	40,131	40,841	41,551	42,261	42,971	43,681	38%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
VI	176 - 190	25,618	26,328	27,038	27,748	28,458	29,168	29,878	30,588	31,298	32,008	32,718	33,428	34,138	34,848	35,558	36,268	36,978	37,688	38,398	39,108	39,818	40,528	41,238	41,948	42,658	43,368	44,078	44,788	45,498	46,208	46,918	38%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
VII	191 - 205	27,971	28,681	29,391	30,101	30,811	31,521	32,231	32,941	33,651	34,361	35,071	35,781	36,491	37,201	37,911	38,621	39,331	40,041	40,751	41,461	42,171	42,881	43,591	44,301	45,011	45,721	46,431	47,141	47,851	48,561	49,271	49,981	39%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
VIII	206 - 220	30,444	31,154	31,864	32,574	33,284	33,994	34,704	35,414	36,124	36,834	37,544	38,254	38,964	39,674	40,384	41,094	41,804	42,514	43,224	43,934	44,644	45,354	46,064	46,774	47,484	48,194	48,904	49,614	50,324	51,034	51,744	52,454	53,164	39%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
IX	221 - 235	32,750	33,460	34,170	34,880	35,590	36,300	37,010	37,720	38,430	39,140	39,850	40,560	41,270	41,980	42,690	43,400	44,110	44,820	45,530	46,240	46,950	47,660	48,370	49,080	49,790	50,500	51,210	51,920	52,630	53,340	54,050	54,760	55,470	56,180	39%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
X	236 - 250	35,265	35,975	36,685	37,395	38,105	38,815	39,525	40,235	40,945	41,655	42,365	43,075	43,785	44,495	45,205	45,915	46,625	47,335	48,045	48,755	49,465	50,175	50,885	51,595	52,305	53,015	53,725	54,435	55,145	55,855	56,565	57,275	57,985	58,695	59,405	60,115	60,825	61,535	62,245	62,955	63,665	64,375	65,085	65,795	66,505	67,215	67,925	68,635	69,345	70,055	70,765	71,475	72,185	72,895	73,605	74,315	75,025	75,735	76,445	77,155	77,865	78,575	79,285	79,995	80,705	81,415	82,125	82,835	83,545	84,255	84,965	85,675	86,385	87,095	87,805	88,515	89,225	89,935	90,645	91,355	92,065	92,775	93,485	94,195	94,905	95,615	96,325	97,035	97,745	98,455	99,165	99,875	100,585	101,295	102,005	102,715	103,425	104,135	104,845	105,555	106,265	106,975	107,685	108,395	109,105	109,815	110,525	111,235	111,945	112,655	113,365	114,075	114,785	115,495	116,205	116,915	117,625	118,335	119,045	119,755	120,465	121,175	121,885	122,595	123,305	124,015	124,725	125,435	126,145	126,855	127,565	128,275	128,985	129,695	130,405	131,115	131,825	132,535	133,245	133,955	134,665	135,375	136,085	136,795	137,505	138,215	138,925	139,635	140,345	141,055	141,765	142,475	143,185	143,895	144,605	145,315	146,025	146,735	147,445	148,155	148,865	149,575	150,285	150,995	151,705	152,415	153,125	153,835	154,545	155,255	155,965	156,675	157,385	158,095	158,805	159,515	160,225	160,935	161,645	162,355	163,065	163,775	164,485	165,195	165,905	166,615	167,325	168,035	168,745	169,455	170,165	170,875	171,585	172,295	173,005	173,715	174,425	175,135	175,845	176,555	177,265	177,975	178,685	179,395	180,105	180,815	181,525	182,235	182,945	183,655	184,365	185,075	185,785	186,495	187,205	187,915	188,625	189,335	190,045	190,755	191,465	192,175	192,885	193,595	194,305	195,015	195,725	196,435	197,145	197,855	198,565	199,275	200,000	200,710	201,420	202,130	202,840	203,550	204,260	204,970	205,680	206,390	207,100	207,810	208,520	209,230	209,940	210,650	211,360	212,070	212,780	213,490	214,200	214,910	215,620	216,330	217,040	217,750	218,460	219,170	219,880	220,590	221,300	222,010	222,720	223,430	224,140	224,850	225,560	226,270	226,980	227,690	228,400	229,110	229,820	230,530	231,240	231,950	232,660	233,370	234,080	234,790	235,500	236,210	236,920	237,630	238,340	239,050	239,760	240,470	241,180	241,890	242,600	243,310	244,020	244,730	245,440	246,150	246,860	247,570	248,280	248,990	249,700	250,410	251,120	251,830	252,540	253,250	253,960	254,670	255,380	256,090	256,800	257,510	258,220	258,930	259,640	260,350	261,060	261,770	262,480	263,190	263,900	264,610	265,320	266,030	266,740	267,450	268,160	268,870	269,580	270,290	271,000	271,710	272,420	273,130	273,840	274,550	275,260	275,970	276,680	277,390	278,100	278,810	279,520	280,230	280,940	281,650	282,360	283,070	283,780	284,490	285,200	285,910	286,620	287,330	288,040	288,750	289,460	290,170	290,880	291,590	292,300	293,010	293,720	294,430	295,140	295,850	296,560	297,270	297,980	298,690	299,400	300,110	300,820	301,530	302,240	302,950	303,660	304,370	305,080	305,790	306,500	307,210	307,920	308,630	309,340	310,050	310,760	311,470	312,180	312,890	313,600	314,310	315,020	315,730	316,440	317,150	317,860	318,570	319,280	320,000	320,710	321,420	322,130	322,840	323,550	324,260	324,970	325,680	326,390	327,100	327,810	328,520	329,230	330,000	330,710	331,420	332,130	332,840	333,550	334,260	334,970	335,680	336,390	337,100	337,810	338,520	339,230	340,000	340,710	341,420	342,130	342,840	343,550	344,260	344,970	345,680	346,390	347,100	347,810	348,520	349,230	350,000	350,710	351,420	352,130	352,840	353,550	354,260	354,970	355,680	356,390	357,100	357,810	358,520	359,230	360,000	360,710	361,420	362,130	362,840	363,550	364,260	364,970	365,680	366,390	367,100	367,810	368,520	369,230	370,000	370,710	371,420	372,130	372,840	373,550	374,260	374,970	375,680	376,390	377,100	377,810	378,520	379,230	380,000	380,710	381,420	382,130	382,840	383,550	384,260	384,970	385,680	386,390	387,100	387,810	388,520	389,230	390,000	390,710	391,420	392,130	392,840	393,550	394,260	394,970	395,680	396,390	397,100	397,810	398,520	399,230	400,000	400,710	401,420	402,130	402,840	403,550	404,260	404,970	405,680	406,390	407,100	407,810	408,520	409,230	410,000	410,710	411,420	412,130	412,840	413,550	414,260	414,970	415,680	416,390	417,100	417,810	418,520	419,230	420,000	420,710	421,420	422,130	422,840	423,550	424,260	424,970	425,680	426,390	427,100	427,810	428,520	429,230	430,000	430,710	431,420	432,130	432,840	433,550	434,260	434,970	435,680	436,390	437,100	437,810	438,520	439,230	440,000	440,710	441,420	442,130	442,840	443,550	444,260	444,970	445,680	446,390	447,100	447,810	448,520	449,230	450,000	450,710	451,420	452,130	452,840	453,550	454,260	454,970	455,680	456,390	457,100	457,810	458,520	459,230	460,000	460,710	461,420	462,130	462,840	463,550	464,260	464,970	465,680	466,390	467,100	467,810	468,520	469,230	470,000	470,710	471,420	472,130	472,840	473,550	474,260	474,970	475,680	476,390	477,100	477,810	478,520	479,230	480,000	480,710	481,420	482,130	482,840	483,550	484,260	484,970	485,680	486,390	487,100	487,810	488,520	489,230	490,000	490,710	491,420	492,130	492,840	493,550	494,260	494,970	495,680	496,390	497,100	497,810	498,520	499,230	500,000	500,710	501,420	502,130	502,840	503,550	504,260	504,970	505,680	506,390	507,100	507,810	508,520	509,230	510,000	510,710	511,420	512,130	512,840	513,550	514,260	514,970	515,680	516,390	517,100	517,810	518,520	519,230	520,000	520,710	521,420	522,130	522,840	523,550	524,260	524,970	525,680	526,390	527,100	527,810	528,520	529,230	530,000	530,710	531,420	532,130	532,840	533,550	534,260	534,970	535,680	536,390	537,100	537,810	538,520	539,230	540,000	540,710	541,420	542,130	542,840	543,550	544,260	544,970	545,680	546,390	547,100	547,810	548,520	549,230	550,000	550,710	551,420	552,130	552,840	553,550	554,260	554,970	555,680	556,390	557,100	557,810	558,520	559,230	560,000	560,

2018 SALARY RANGE SCHEDULE  
AFSCME Countywide Union EMPLOYEES One percent for 6 thru 8 and 3% percent from 9 to 28

GRADE	RANGE	Minimum Starting	Midpoint	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	MAXIMUM Percent	
IV	146-160	20,885	21,717	22,442	23,172	23,902	24,632	25,362	26,092	26,822	27,552	28,282	29,012	29,742	30,472	31,202	31,932	32,662	33,392	34,122	34,852	35,582	36,312	37,042	37,772	38,502	39,232	39,962	40,692	41,422	42,152	36%	
	161-175	30,891	31,723	32,555	33,387	34,219	35,051	35,883	36,715	37,547	38,379	39,211	40,043	40,875	41,707	42,539	43,371	44,203	45,035	45,867	46,699	47,531	48,363	49,195	50,027	50,859	51,691	52,523	53,355	54,187	55,019	55,851	36%
	176-190	40,897	41,729	42,561	43,393	44,225	45,057	45,889	46,721	47,553	48,385	49,217	50,049	50,881	51,713	52,545	53,377	54,209	55,041	55,873	56,705	57,537	58,369	59,201	60,033	60,865	61,697	62,529	63,361	64,193	65,025	65,857	36%
	191-205	50,903	51,735	52,567	53,399	54,231	55,063	55,895	56,727	57,559	58,391	59,223	60,055	60,887	61,719	62,551	63,383	64,215	65,047	65,879	66,711	67,543	68,375	69,207	70,039	70,871	71,703	72,535	73,367	74,199	75,031	75,863	36%
	206-220	60,909	61,741	62,573	63,405	64,237	65,069	65,901	66,733	67,565	68,397	69,229	70,061	70,893	71,725	72,557	73,389	74,221	75,053	75,885	76,717	77,549	78,381	79,213	80,045	80,877	81,709	82,541	83,373	84,205	85,037	85,869	86,701
IX	321-335	80,915	81,747	82,579	83,411	84,243	85,075	85,907	86,739	87,571	88,403	89,235	90,067	90,899	91,731	92,563	93,395	94,227	95,059	95,891	96,723	97,555	98,387	99,219	100,051	100,883	101,715	102,547	103,379	104,211	105,043	105,875	36%
	336-350	90,921	91,753	92,585	93,417	94,249	95,081	95,913	96,745	97,577	98,409	99,241	100,073	100,905	101,737	102,569	103,401	104,233	105,065	105,897	106,729	107,561	108,393	109,225	110,057	110,889	111,721	112,553	113,385	114,217	115,049	115,881	36%
	351-365	100,927	101,759	102,591	103,423	104,255	105,087	105,919	106,751	107,583	108,415	109,247	110,079	110,911	111,743	112,575	113,407	114,239	115,071	115,903	116,735	117,567	118,399	119,231	120,063	120,895	121,727	122,559	123,391	124,223	125,055	125,887	36%
X	406-420	120,933	121,765	122,597	123,429	124,261	125,093	125,925	126,757	127,589	128,421	129,253	130,085	130,917	131,749	132,581	133,413	134,245	135,077	135,909	136,741	137,573	138,405	139,237	140,069	140,901	141,733	142,565	143,397	144,229	145,061	145,893	36%
	421-435	130,939	131,771	132,603	133,435	134,267	135,099	135,931	136,763	137,595	138,427	139,259	140,091	140,923	141,755	142,587	143,419	144,251	145,083	145,915	146,747	147,579	148,411	149,243	150,075	150,907	151,739	152,571	153,403	154,235	155,067	155,899	36%
	436-450	140,945	141,777	142,609	143,441	144,273	145,105	145,937	146,769	147,601	148,433	149,265	150,097	150,929	151,761	152,593	153,425	154,257	155,089	155,921	156,753	157,585	158,417	159,249	160,081	160,913	161,745	162,577	163,409	164,241	165,073	165,905	36%
XI	506-520	160,951	161,783	162,615	163,447	164,279	165,111	165,943	166,775	167,607	168,439	169,271	170,103	170,935	171,767	172,599	173,431	174,263	175,095	175,927	176,759	177,591	178,423	179,255	180,087	180,919	181,751	182,583	183,415	184,247	185,079	185,911	36%
	521-535	170,957	171,789	172,621	173,453	174,285	175,117	175,949	176,781	177,613	178,445	179,277	180,109	180,941	181,773	182,605	183,437	184,269	185,101	185,933	186,765	187,597	188,429	189,261	190,093	190,925	191,757	192,589	193,421	194,253	195,085	195,917	36%
	536-550	180,963	181,795	182,627	183,459	184,291	185,123	185,955	186,787	187,619	188,451	189,283	190,115	190,947	191,779	192,611	193,443	194,275	195,107	195,939	196,771	197,603	198,435	199,267	200,099	200,931	201,763	202,595	203,427	204,259	205,091	205,923	36%
XII	606-620	200,969	201,801	202,633	203,465	204,297	205,129	205,961	206,793	207,625	208,457	209,289	210,121	210,953	211,785	212,617	213,449	214,281	215,113	215,945	216,777	217,609	218,441	219,273	220,105	220,937	221,769	222,601	223,433	224,265	225,097	225,929	36%
	621-635	210,975	211,807	212,639	213,471	214,303	215,135	215,967	216,799	217,631	218,463	219,295	220,127	220,959	221,791	222,623	223,455	224,287	225,119	225,951	226,783	227,615	228,447	229,279	230,111	230,943	231,775	232,607	233,439	234,271	235,103	235,935	36%
	636-650	220,981	221,813	222,645	223,477	224,309	225,141	225,973	226,805	227,637	228,469	229,301	230,133	230,965	231,797	232,629	233,461	234,293	235,125	235,957	236,789	237,621	238,453	239,285	240,117	240,949	241,781	242,613	243,445	244,277	245,109	245,941	36%
XIII	706-720	240,987	241,819	242,651	243,483	244,315	245,147	245,979	246,811	247,643	248,475	249,307	250,139	250,971	251,803	252,635	253,467	254,299	255,131	255,963	256,795	257,627	258,459	259,291	260,123	260,955	261,787	262,619	263,451	264,283	265,115	265,947	36%
	721-735	250,993	251,825	252,657	253,489	254,321	255,153	255,985	256,817	257,649	258,481	259,313	260,145	260,977	261,809	262,641	263,473	264,305	265,137	265,969	266,801	267,633	268,465	269,297	270,129	270,961	271,793	272,625	273,457	274,289	275,121	275,953	36%
	736-750	260,999	261,831	262,663	263,495	264,327	265,159	265,991	266,823	267,655	268,487	269,319	270,151	270,983	271,815	272,647	273,479	274,311	275,143	275,975	276,807	277,639	278,471	279,303	280,135	280,967	281,799	282,631	283,463	284,295	285,127	285,959	36%
XIV	806-820	280,005	280,837	281,669	282,501	283,333	284,165	284,997	285,829	286,661	287,493	288,325	289,157	290,019	290,851	291,683	292,515	293,347	294,179	295,011	295,843	296,675	297,507	298,339	299,171	299,989	300,821	301,653	302,485	303,317	304,149	304,981	36%
	821-835	290,011	290,843	291,675	292,507	293,339	294,171	295,003	295,835	296,667	297,499	298,331	299,163	299,989	300,821	301,653	302,485	303,317	304,149	304,981	305,813	306,645	307,477	308,309	309,141	309,967	310,799	311,631	312,463	313,295	314,127	314,959	36%
	836-850	300,017	300,849	301,681	302,513	303,345	304,177	305,009	305,841	306,673	307,505	308,337	309,169	309,989	310,821	311,653	312,485	313,317	314,149	314,981	315,813	316,645	317,477	318,309	319,141	319,967	320,799	321,631	322,463	323,295	324,127	324,959	36%
XV	906-920	320,023	320,855	321,687	322,519	323,351	324,183	325,015	325,847	326,679	327,511	328,343	329,175	330,007	330,839	331,671	332,503	333,335	334,167	335,019	335,851	336,683	337,515	338,347	339,179	340,009	340,839	341,669	342,499	343,329	344,159	344,989	36%
	921-935	330,029	330,861	331,693	332,525	333,357	334,189	335,021	335,853	336,685	337,517	338,349	339,179	339,999	340,829	341,659	342,489	343,319	344,149	344,979	345,809	346,639	347,469	348,299	349,129	349,959	350,789	351,619	352,449	353,279	354,109	354,939	36%
	936-950	340,035	340,867	341,699	342,531	343,363	344,195	345,027	345,859	346,691	347,523	348,355	349,185	349,999	350,829	351,659	352,489	353,319	354,149	354,979	355,809	356,639	357,469	358,299	359,129	359,959	360,789	361,619	362,449	363,279	364,109	364,939	36%
XVI	1006-1020	360,041	360,873	361,705	362,537	363,369	364,201	365,033	365,865	366,697	367,529	368,361	369,193	370,025	370,857	371,689	372,521	373,353	374,185	375,017	375,849	376,681	377,513	378,345	379,177	380,009	380,839	381,669	382,499	383,329	384,159	384,989	36%
	1021-1035	370,047	370,879	371,711	372,543	373,375	374,207	375,039	375,871	376,703	377,535	378,367	379,199	379,999	380,829	381,659	382,489	383,319	384,149	384,979	385,809	386,639	387,469	388,299	389,129	389,959	390,789	391,619	392,449	393,279	394,109	394,939	36%
	1036-1050	3																															



2019 SALARY RANGE SCHEDULE  
AFSCME Contracted Union EMPLOYEES

One percent for 6 thru 8 and 3/4 percent from 9 to 26

GRADE	RANGE	Minimum Salary	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	MAXIMUM Percent Change	
IV	146 - 160	21,510	22,280	23,050	23,820	24,590	25,360	26,130	26,900	27,670	28,440	29,210	29,980	30,750	31,520	32,290	33,060	33,830	34,600	35,370	36,140	36,910	37,680	38,450	39,220	40,000	40,770	41,540	3%	
V	161 - 175	30,413	31,280	32,147	33,014	33,881	34,748	35,615	36,482	37,349	38,216	39,083	39,950	40,817	41,684	42,551	43,418	44,285	45,152	46,019	46,886	47,753	48,620	49,487	50,354	51,221	52,088	52,955	53,822	3%
VI	176 - 190	40,886	41,850	42,814	43,778	44,742	45,706	46,670	47,634	48,598	49,562	50,526	51,490	52,454	53,418	54,382	55,346	56,310	57,274	58,238	59,202	60,166	61,130	62,094	63,058	64,022	64,986	65,950	66,914	3%
VII	191 - 205	52,915	53,970	55,025	56,080	57,135	58,190	59,245	60,300	61,355	62,410	63,465	64,520	65,575	66,630	67,685	68,740	69,795	70,850	71,905	72,960	74,015	75,070	76,125	77,180	78,235	79,290	80,345	81,400	3%
VIII	206 - 220	67,520	68,670	69,820	70,970	72,120	73,270	74,420	75,570	76,720	77,870	79,020	80,170	81,320	82,470	83,620	84,770	85,920	87,070	88,220	89,370	90,520	91,670	92,820	93,970	95,120	96,270	97,420	98,570	3%
IX	221 - 235	84,810	86,060	87,310	88,560	89,810	91,060	92,310	93,560	94,810	96,060	97,310	98,560	99,810	101,060	102,310	103,560	104,810	106,060	107,310	108,560	109,810	111,060	112,310	113,560	114,810	116,060	117,310	118,560	3%
X	236 - 250	105,210	106,560	107,910	109,260	110,610	111,960	113,310	114,660	116,010	117,360	118,710	120,060	121,410	122,760	124,110	125,460	126,810	128,160	129,510	130,860	132,210	133,560	134,910	136,260	137,610	138,960	140,310	141,660	3%
XI	251 - 265	132,510	133,960	135,410	136,860	138,310	139,760	141,210	142,660	144,110	145,560	147,010	148,460	149,910	151,360	152,810	154,260	155,710	157,160	158,610	160,060	161,510	162,960	164,410	165,860	167,310	168,760	170,210	171,660	3%
XII	266 - 280	168,810	170,360	171,910	173,460	175,010	176,560	178,110	179,660	181,210	182,760	184,310	185,860	187,410	188,960	190,510	192,060	193,610	195,160	196,710	198,260	199,810	201,360	202,910	204,460	206,010	207,560	209,110	210,660	3%
XIII	281 - 295	217,510	219,160	220,810	222,460	224,110	225,760	227,410	229,060	230,710	232,360	234,010	235,660	237,310	238,960	240,610	242,260	243,910	245,560	247,210	248,860	250,510	252,160	253,810	255,460	257,110	258,760	260,410	262,060	3%
XIV	296 - 310	281,510	283,260	285,010	286,760	288,510	290,260	292,010	293,760	295,510	297,260	299,010	300,760	302,510	304,260	306,010	307,760	309,510	311,260	313,010	314,760	316,510	318,260	320,010	321,760	323,510	325,260	327,010	328,760	3%
XV	311 - 325	354,510	356,360	358,210	360,060	361,910	363,760	365,610	367,460	369,310	371,160	373,010	374,860	376,710	378,560	380,410	382,260	384,110	385,960	387,810	389,660	391,510	393,360	395,210	397,060	398,910	400,760	402,610	404,460	3%
XVI	326 - 340	448,510	450,460	452,410	454,360	456,310	458,260	460,210	462,160	464,110	466,060	468,010	470,010	471,960	473,910	475,860	477,810	479,760	481,710	483,660	485,610	487,560	489,510	491,460	493,410	495,360	497,310	499,260	501,210	3%
XVII	341 - 355	574,510	576,560	578,610	580,660	582,710	584,760	586,810	588,860	590,910	592,960	595,010	597,060	599,110	601,160	603,210	605,260	607,310	609,360	611,410	613,460	615,510	617,560	619,610	621,660	623,710	625,760	627,810	629,860	3%
XVIII	356 - 370	741,510	743,660	745,810	747,960	750,110	752,260	754,410	756,560	758,710	760,860	763,010	765,160	767,310	769,460	771,610	773,760	775,910	778,060	780,210	782,360	784,510	786,660	788,810	790,960	793,110	795,260	797,410	799,560	3%
XIX	371 - 385	974,510	976,760	979,010	981,260	983,510	985,760	988,010	990,260	992,510	994,760	997,010	999,260	1,001,510	1,003,760	1,006,010	1,008,260	1,010,510	1,012,760	1,015,010	1,017,260	1,019,510	1,021,760	1,024,010	1,026,260	1,028,510	1,030,760	1,033,010	1,035,260	3%
XX	386 - 400	1,284,510	1,286,860	1,289,210	1,291,560	1,293,910	1,296,260	1,298,610	1,300,960	1,303,310	1,305,660	1,308,010	1,310,360	1,312,710	1,315,060	1,317,410	1,319,760	1,322,110	1,324,460	1,326,810	1,329,160	1,331,510	1,333,860	1,336,210	1,338,560	1,340,910	1,343,260	1,345,610	1,347,960	3%
XI	401 - 415	1,699,510	1,701,960	1,704,410	1,706,860	1,709,310	1,711,760	1,714,210	1,716,660	1,719,110	1,721,560	1,724,010	1,726,460	1,728,910	1,731,360	1,733,810	1,736,260	1,738,710	1,741,160	1,743,610	1,746,060	1,748,510	1,750,960	1,753,410	1,755,860	1,758,310	1,760,760	1,763,210	1,765,660	3%
XII	416 - 430	2,234,510	2,237,060	2,239,610	2,242,160	2,244,710	2,247,260	2,249,810	2,252,360	2,254,910	2,257,460	2,260,010	2,262,560	2,265,110	2,267,660	2,270,210	2,272,760	2,275,310	2,277,860	2,280,410	2,282,960	2,285,510	2,288,060	2,290,610	2,293,160	2,295,710	2,298,260	2,300,810	2,303,360	3%

2.50%  
Percentage Over 2018 Schedule

