LABOR AGREEMENT
BETWEEN
THE COUNTY OF CARLTON
AND
AFSCME LOCAL UNION # 2750
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
(Assistant County Attorney Unit)

JANUARY 1, 2016 -- DECEMBER 31, 2018

TABLE OF CONTENTS

ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	DEFINITIONS	1
ARTICLE 4	UNION SECURITY	2
ARTICLE 5	EMPLOYER AUTHORITY	4
ARTICLE 6	SENIORITY/PROBATION/QUALIFICATIONS	4
ARTICLE 7	GRIEVANCE PROCEDURE	8
ARTICLE 8	NO STRIKE	10
ARTICLE 9	WORK WEEK	11
ARTICLE 10	WORKPLACE CLOSURE	12
ARTICLE 11	HOLIDAYS	12
ARTICLE 12	VACATION LEAVE	12
ARTICLE 13	SICK LEAVE	14
ARTICLE 14	LEAVES OF ABSENCE	14
ARTICLE 15	ABSENCE WITHOUT LEAVE	17
ARTICLE 16	MILEAGE AND MEAL ALLOWANCE; TRAVEL TIME	17
ARTICLE 17	SUSPENSIONS AND DISCHARGE	18
ARTICLE 18	INSURANCE	18
ARTICLE 19	INDIVIDUAL RIGHTS	19
ARTICLE 20	SAVINGS CLAUSE	19
ARTICLE 21	COMPLETE AGREEMENT AND WAIVER OF BARGAINING	19
ARTICLE 22	SALARY INFORMATION/OTHER SALARY CONSIDERATIONS	20
ARTICLE 23	ALLOWANCES	20
ARTICLE 24	VOLUNTARY TERMINATION	20
ARTICLE 25	TRAINING	21
ARTICLE 26	EMPLOYEE ASSISTANCE PROGRAM	21
ARTICLE 27	DISCIPLINE	21
ARTICLE 28	TERMS OF AGREEMENT	22
	2016 - 2018 SALARY SCHEDULE	

ARTICLE 1. PURPOSE OF AGREEMENT

Section 1. This contract, hereinafter referred to as the Agreement, is entered into, as of January 1, 2016, between the County of Carlton, hereinafter referred to as the Employer, the American Federation of State, County, and Municipal Employees (AFSCME) District Council No. 65, and its affiliated Local No. 2750, hereinafter referred to as the Union. The intent and purpose of this Agreement is to:

1.1 Assume sound and mutually beneficial working and economic relationships between the parties hereto; and

1.2 Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application.

Section 2. The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for all attorneys of the Carlton County Attorney's Office, Carlton, MN, who are essential employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding elected officials and all other non-attorney employees.

Section 2. The Employer agrees that during and for the duration of this Agreement, it will not enter into, establish, or promulgate any resolution, agreement or contract with or affecting such attorneys as are defined, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive representative agency for such attorneys.

Section 3. Each party to this Agreement hereby acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

ARTICLE 3. DEFINITIONS

Section 1. The terms used in this Agreement shall be defined as follows:

1.1 Attorney: A member of the exclusively recognized bargaining unit as defined in Article 2 of this Agreement. There shall be two classifications of Attorney recognized in this unit; Assistant County Attorney (or "ACA") and Senior Assistant County Attorney (or "Senior ACA"), and each shall be assigned to its respective pay grade.

1.2 Base Pay Rate: The attorney's basic hourly or monthly pay rate.

1.3 Continuous Service: Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.

1.4 Days: Calendar days, unless otherwise indicated.

1.5 Demotion: A change to a classification with a lower pay range than the classification presently held by the attorney.

1.6 Department: An organizational unit of the Carlton County Attorney's Office, a constitutional entity within the Carlton County government.

1.7 Employer: The Carlton County Board.

1.8 Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

1.9 Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.

1.10 Pay Range: The series of salary steps assigned to a particular classification.

1.11 Probationary Period: The first 1,040 hours of full-time equivalent service of newly hired or rehired attorneys.

1.12 Promotion: A change to a classification with a higher pay range than the classification presently held by the attorney.

1.13 Regular Attorney: A member of the exclusively recognized bargaining unit as defined in Article 2 of this Agreement who has completed the required probationary period for newly hired or rehired attorneys, and who regularly works full-time or part-time fourteen (14) hours per week or more (35% of the normal work week).

1.14 Seniority: Length of service based on date of hire.

1.15 Supervisor: The elected County Attorney of Carlton County.

1.16 Union: Local 2750, Council 65, American Federation of State, County, and Municipal Employees.

1.17 Union Member: A member of Local 2750, American Federation of State, County, and Municipal Employees

ARTICLE 4. UNION SECURITY

Section 1. In recognition of the Union as the exclusive representative, the Employer shall:

1.1 Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all attorneys authorizing in writing such deduction in a form agreed upon by the Employer and the Union, and one additional Union approved payroll deduction; and

1.2 Deduct fair share fees in accordance with the provisions of Minnesota Statutes 1976, Section 179.65, Subd. 2.; and

1.3 Remit monthly such deductions to the appropriate designated officer of the Union with a list of the names of the attorneys from whose wages deductions were made.

Section 2. Consistent with this agreement, the Union shall:

2.1 Represent all members of the unit fairly and without discrimination.

2.2 Certify to the Employer, in writing, the current amount of regular dues to be withheld.

Section 3. The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following stipulations:

3.1 A. There shall be no more than one union steward

B. The Employer agrees to allow the Steward and other attorney Union officers to interrupt their work for a reasonable amount of time for the purpose of union business. Union business will be limited to the investigation and presentation of grievances to the Employer, serving as representation during investigatory interviews, attending labor/management meetings, and negotiation sessions with the Employer relating to subsequent contracts. No more than one (1) steward shall be on paid time to investigate or present a grievance.

3.2 Representatives of the Union, previously certified to the Employer as provided herein, shall be permitted on the premises of the Employer for the purpose of investigating and discussing grievances and negotiation sessions with the Employer relating to subsequent contracts.

3.3 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs, and any other items specifically approved by the Employer.

3.4 The Employer agrees that Union members may use the County e-mail, telephone, fax, and copy machine for Union business within reason.

Section 4. It is agreed that the Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deductions/assessments are non-negotiable and required by the Public Employment Labor Relations Act (PELRA).

Section 5. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5. EMPLOYER AUTHORITY

Section 1. It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever right and authority necessary for it to operate, including: the right to direct the working forces; to plan, direct, and control all the operations and services of the department; to determine the method, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer attorneys; to schedule working hours; to determine whether goods or services should be made or purchased; to hire, promote, or relieve attorneys; to demote, suspend, discipline or discharge for just cause; to make and enforce rules and regulations which are not in conflict with this Agreement; and to change or eliminate existing methods, equipment, or facilities. Further, the Employer has the right to:

1.1 Operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, except as expressly provided in this Agreement, and to establish such work rules as do not conflict with the provisions contained in this Agreement;

1.2 Maintain the efficiency of the government operations; and

1.3 Take whatever actions may be necessary to carry out the mission of the Employer in emergencies.

Section 2. In order to maximize service delivery to the citizens of Carlton County, it may be necessary to contract with another entity to provide services. If this situation occurs, it is agreed that contracting will not supplant existing workers, but augment the County Attorney's ability to provide service. In case of any and all layoffs, the contracted attorney(s) shall precede a union/county attorney.

2.1 Contracted or other outside counsel may be subject to the terms of this Agreement at the Employer's sole discretion. No contract or fee agreement negotiated with contracted or other outside counsel shall be considered in any way precedent setting or applicable to the terms of this Agreement, except at the Employer's sole discretion.

ARTICLE 6. SENIORITY/PROBATION/QUALIFICATIONS

Section 1. Seniority

1.1 The Employer shall maintain seniority lists as of the effective date of this Agreement structured by each job classification to include and rank, in order of highest to lowest seniority, all regular attorneys in the bargaining unit, and will provide said list to the Union upon written request.

1.2 Seniority shall be the total length of continuous service with the Employer.

1.3 An attorney's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.

Section 2. Seniority shall determine the order of:

2.1 Layoff, which shall be by inverse order of departmental seniority. However, an attorney about to be laid off who has served in an equal or lower paying classification shall have the right to bump (displace) the attorney with the least classification seniority in such classification, provided that the Employer determines the attorney who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the attorney who is to be bumped.

Attorneys shall be given a forty-five (45) day written notice prior to being laid off.

2.2 Recall from layoff, which shall be by classification in inverse order of layoff, provided that, if an attorney does not return to work upon recall as directed by the Employer, or on an extended date mutually acceptable to the attorney and the Employer, he/she shall be considered to have terminated his/her employment. An attorney's name shall be retained on the recall list for eighteen (18) months from the date of layoff, at which time all recall rights shall terminate.

2.3 Temporary or other non-regular attorneys in the same classification shall precede permanent attorneys in layoff. No new attorneys shall be hired in a job classification where there are attorneys on layoff status until all laid off attorneys have been recalled in accordance with the above.

Section 3. The Employer shall post in a conspicuous public place in the department notice of all vacant or newly created positions to be filled for a period of ten (10) working days prior to filling such vacant or newly created position. Such notices shall state the type of work, the place of work, the rate of pay, normal hours to be worked, and the job classification. The Employer may post positions externally simultaneous with the internal posting in order to ensure the timeliness of the hiring process.

Section 4. Probation

4.1 A newly hired or rehired attorney shall serve an initial probationary period of 1,040 hours worked. The Employer may terminate an initial hire probationary attorney any time during the probationary period if, in the Employer's opinion, the attorney is unable or

unwilling to perform the duties of the position satisfactorily or the conduct of the attorney does not merit continuance of the position. Such action shall not be subject to the grievance procedure.

4.2 An attorney filling a position where classification has changed as a result of advancement shall not serve a probationary period. More specifically, an attorney moving from Assistant County Attorney to Senior Assistant County Attorney shall not serve a probationary period.

4.3 If a position title is changed as a result of a change imposed by the Employer or another government entity (reorganization, legislative mandate, etc.), and such title change may result in the clarification of position duties and responsibilities, an attorney will not be required to serve a probationary period.

4.4 Upon completion of the probationary period, new or rehired attorneys shall become regular attorneys within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment to a regular position with the Employer.

4.5 During the new hire or rehire probationary period, attorneys shall accrue vacation and sick leave. Accrued sick leave may be used during the probationary period, but accrued vacation leave shall not be used until regular status has been attained (i.e., completion of the probationary period).

4.6 Benefits shall accrue based on date of employment.

Section 5. Transfer and Promotion

5.1 Initial Placement. New attorneys shall normally be paid at the minimum (Step 1) of the salary range for their classification. However, a new hire can be started anywhere on either the Assistant County Attorney (ACA) or Senior Assistant County Attorney (Senior ACA) pay grades at the discretion of the County Attorney, if a higher placement is justified by exceptional qualifications of the new attorney or by lack of available qualified eligible persons at the minimum rate.

5.2 Progression within Grade. Progression within a grade shall occur annually and movement through those steps is merit based. In being considered for movement within both the ACA grade and the Senior ACA grade, the employee shall receive a total score of no less than 15 out of 25 points, with no less than 2 points in any one category, across the five designated categories, as defined in Article 6, Section 5.5.

5.3 Movement between Grades. An employee in the ACA grade shall not be considered for movement to the Senior ACA grade until they have achieved a combination of at least three full years of service as an ACA with at least one full year at Step 9 on the ACA scale. In being considered for movement from the ACA grade to the Senior ACA grade, the employee shall receive a total score of no less than 20 out of 25 points, with no less

than 2 points in any one category, across the five designated categories, as defined in Article 6, Section 5.5.

5.4 Employer Responsibilities. The County Attorney shall review each attorney within 30 days before or after their due date for progression or movement. The attorney being reviewed shall cooperate with this process. The results of the review and whether or not the attorney has progressed to the next step or moved to the next grade shall be communicated to the Human Resources Office upon completion of the review. Should the review not be completed and communicated to the Human Resources Office within 30 days post due date, the Human Resources Office shall note an automatic progression to the next step or grade movement. The employer and the employee can, by mutual written agreement and under extenuating circumstances, agree to a review date outside of this 60 day window. Unless otherwise agreed to, all progressions or movements shall be effective to the attorney's progression or movement due date.

5.5 Performance Review Categories. The five designated categories for review of performance shall include:

1. Demonstrated commitment to seeking justice consistent with the official written mission and vision statements of the Carlton County Attorney's Office, and to the public service responsibilities of that Office. This demonstrated commitment may be exemplified through a positive, problem-solving approach to each matter handled, to include a desire to see each matter through to a fair and just result. In real terms, this demonstrated commitment may include communication with and engagement of stakeholders, the consideration of competing interests, and the pursuit of justice in all circumstances, including those which are without an obvious answer.

2. Quality work performance as regards the attorney's work product, consistent with the Office's official written policy regarding work product. This quality work performance will be measured by content, timeliness, relevance, and effectiveness, understanding that all can be positively or negatively impacted by factors including but not limited to the amount of time available to complete the work, the quality of the facts relating to the matter, and the resources available. There will be an expectation that the attorney will discuss with the County Attorney any obvious barriers to quality work performance that become known.

3. Professionalism as regards the attorney's day to day interaction with those whom they engage in their official capacity as assistant county attorneys. Examples of professionalism can include but are not limited to maintaining open lines of communication in the conduct of official business, taking into consideration the reasonable opinions of others while understanding that there will be multiple opinions on any given issue, finding ways to collaborate to solve problems and issues, and treating all comers with the same dignity and respect which one would expect to be treated.

4. Continued development of knowledge and expertise within all assigned caseloads, to include when time permits the development of expertise within the office, the attendance of relevant trainings and seminars, a willingness to participate as a presenter locally, regionally, and statewide as requested and appropriate, and membership and participation in professional organizations, including but not limited to the Minnesota County Attorney's Association. The County Attorney's Office expects and encourages attorney participation in the above when reasonably possible, subject to the day to day needs of the office.

5. Development of leadership skills as regards problem solving within the County Attorney's Office specifically, and other County Departments and Justice System generally. This includes a willingness to hear and address day to day work-related problems on a peer level as presented by county employees and representatives of other agencies doing business with the County. The development of leadership skills may include consideration of community involvement outside of the County workplace, but failure to so engage will not have a negative impact on the measurement of the attorney's overall leadership development skills.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance: A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of this Agreement, including all disciplinary actions.

Section 2. Union Representative. 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 by Article 2, Section 1 of this Agreement. The Employer shall notify the Union in writing of the Employer representatives.

Section 3. Processing of a Grievance. It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the attorneys and shall, therefore, be accomplished during normal working hours only when consistent with such attorney duties and responsibilities. The aggrieved attorney(s) and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the attorney and the Union representative have notified and received the approval of the Employer who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4. Procedure. Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1. An attorney or a group of attorneys claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, file with the attorney's immediate supervisor in writing such grievance, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested. In advance of filing any grievance, the attorney or group of attorneys may discuss and attempt to resolve the prospective violation informally with the supervisor; however, a grievance will not be properly "filed" under this Step 1 until and unless it is done so in writing and identified as such. The supervisor will discuss and respond in writing to such Step 1 grievance within fifteen (15) calendar days of initial filing, unless such timeline is mutually extended.

Step 2. A grievance denied in Step 1 may be appealed, in writing, to Step 2 within fifteen (15) calendar days after the supervisor's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived. If appealed to Step 2, the grievance shall be presented by the Union and discussed with the department head or his/her designee. The Step 2 written grievance shall be signed by all the original grievants who wish to pursue the grievance unless the Employer and the Union mutually agree to waive the signing requirement. The department head or his/her designee shall give the Union the Employer's Step 2 response in writing within fifteen (15) calendar days after the filing of Step 2, unless such timeline is mutually extended.

Step 3. A grievance not resolved at Step 2 may be appealed, in writing, to Step 3 within fifteen (15) calendar days following the department head or his/her designee's final Step 2 response. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived. If appealed, the grievance shall be presented by the Union and discussed with the County Board or their designee. The County Board or their designee shall give the Union the Employer's response in writing within fifteen (15) calendar days after receipt of such Step 3 grievance, unless such timeline is mutually extended.

Step 4. A grievance unresolved at Step 3 may be appealed to Step 4 and submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. To appeal to Step 4, the Union shall file a notice of intent to arbitrate, in writing, within fifteen (15) calendar days following the County Board's or their designee's final response to Step 3. Failure to file such notice of intent to arbitrate in writing within fifteen (15) calendar days will result in the waiver of the grievance. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Attorneys Relation Board.

Section 5. Arbitrator's Authority.

5.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. Specifically, the arbitrator may not apply outside information to overrule the terms of the Agreement; may not ignore the

language of the Agreement to pursue the intent of the parties; and may not apply the common or accepted law of the shop to countermand or ignore the written terms of the 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.

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

5.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the responsible parties. 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 borne equally.

Section 6. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last response. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

Section 7. Choice of Remedy. If, as a result of the written Employer's response to Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an attorney who has completed the required probationary period, the grievance may be appealed either to Step 4 or a relief may be sought under legal statute, including but not limited to Veterans Preference or Human Rights. If appealed to any procedure other than Step 4 of Section 4, the grievance is not subject to the arbitration procedure as provided in Step 4 of Section 4. The aggrieved attorney shall indicate in writing which procedure is to be utilized pursuant to Step 4 of Section 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved attorney from making a subsequent appeal through Step 4 of Section 4.

ARTICLE 8. NO STRIKE

Section 1. Neither the Union, its officers, or agents, nor any of the attorneys covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of

employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. In the event that any attorney violates this article, the Union shall immediately notify any such attorney in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all attorneys who violate any of the provisions of this article will be subject to disciplinary action up to and including discharge.

ARTICLE 9. WORK WEEK

Section 1. For payroll purposes and to account for paid leave time, the standard work day shall be eight (8) hours, the standard work week, forty (40) hours, and the standard work year, two thousand eighty (2,080) hours, consisting of scheduled work time, training time to the extent approved by the County Attorney as paid hours and approved paid leave.

Section 2.

2.1 It is recognized by the Employer and the Union that due to the nature of their work, it may be necessary for attorneys covered by this Agreement to work extended hours, holidays, weekends and irregular hours. Such work requirements are considered an integral part of the professional attorney position.

2.2 When a member of the bargaining unit has worked an extraordinary number of hours due to unique workload demands, the bargaining unit member may be granted, subject to approval of the County Attorney, a period of paid time off, not to be deducted from accumulated paid leave time, not to exceed two (2) days per year, in recognition of having devoted an extraordinary number of hours to the performance of work duties.

Section 3. Attorneys covered by this Agreement are deemed salaried, exempt employees under the Federal Fair Labor Standards Act and Minnesota statutes and are thus not eligible for statutory overtime compensation.

Section 4. Employees may set their own hours, within the following limits:

1. Within each two week pay period, the employee must either work or account for through the use of authorized leave, a minimum of eighty (80) hours.
2. Within each two week pay period, employees may, with notice to their direct supervisor but at their own discretion, determine when they actually work.
3. The discretionary authority described in 4.2 above, is limited to flexing time as a result of a need to work additional hours in a regular eight hour day or to adjust starting or ending times based on occasional personal needs.
4. Time worked in excess of eight hours in a day, or on Saturday, Sunday, or a holiday, may be taken off (i.e., flexed) within the then current or following pay period in increments of up to four hours in a day, or more than four hours in a day with supervisory approval.
5. This section is not a way for employees to establish a regularly or consistently shortened work day, work week, or pay period. Any change in an employee's regular eight hour work day, five day work week, eighty hours worked per pay period

schedule must be approved by the County Attorney or the County Attorney's designee.

ARTICLE 10. WORKPLACE CLOSURE

Section 1. When the County makes the decision to close a county building or buildings, any attorneys who are unable to work due to the fact that their primary and any previously designated alternative worksite is unavailable to them shall be compensated consistent with the County's policy on workplace closure or, in the instance that the policy is not clear or in existence, consistent with the manner in which all other employees are compensated.

Notwithstanding the foregoing, in the event that circumstances dictate that an attorney work on a day on which a facility is closed (for example, trial or hearing preparation), the attorney will be compensated for that day.

ARTICLE 11. HOLIDAYS

Section 1. For the purpose of this Agreement, the following days shall be considered as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday (4 hours holiday pay)	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Section 2. Should Christmas Eve Day or Christmas Day fall on a Saturday or Sunday, the holidays shall be arranged to have Friday and Monday as the paid days off.

In the event that a holiday listed in Article 11, Section 1 falls on a Sunday, the following Monday shall be observed as the paid holiday. If any of these holidays fall on a Saturday, the preceding Friday shall be the paid holiday or the day commonly celebrated.

Section 3. Holidays which occur within an attorney's approved and compensated vacation or sick leave period will not be chargeable to the attorney's vacation or sick leave time.

ARTICLE 12. VACATION LEAVE

Section 1. All full-time attorneys shall be eligible for vacation leave at their current base pay rate, except newly hired attorneys, who shall accrue but shall not be eligible to utilize vacation leave during the probationary period.

Section 2. Permanent full-time attorneys shall accrue vacation leave in accordance with the following schedule, provided that vacation leave shall only accrue when an attorney is on compensated payroll status. Part-time attorneys shall accrue vacation on a prorated basis and

shall advance on the schedule below, based on accumulated hours of service (2,080 hours equals one year of service).

Years of Service	Days Allowed
0-4 years	1.00 day/month
5th – 9th years	1.25 days/month
10th -14th years	1.50 days/month
15th -19th years	1.75 days/month
20th -24th years	2.00 days/month
25th + years	2.25 days/month

Section 3. Vacation leave shall not accumulate in excess of twenty-five (25) days. There shall be no maximum during the year, but accruals must be to the limit of 25 days (200 hours) as of January 1 each year. Notwithstanding the foregoing, the supervisor may have the ability to grant special relief on usage in the event of extraordinary circumstances (e.g., a lengthy trial commencing in the fall).

Section 4. Requests for vacation leave must be submitted to the attorney's designated supervisor at least forty-eight (48) hours in advance of the date(s) requested and fifteen (15) calendar days in advance of the dates requested for vacation periods of five (5) days or more duration. All vacation requests are subject to the supervisor's approval. The supervisor shall respond verbally or in writing within twenty-four (24) hours to the forty-eight (48) hour request, and within five (5) days for the longer period request. The advanced notice requirements may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the Employer. When it is necessary for the Employer to disapprove vacation leave requests because of the number of attorneys requesting leave exceeds the number of attorneys the Employer determines it possible to grant vacation leave at one time, the Employer shall grant such requests on the basis of department seniority. Seniority shall prevail for the scheduling of vacation prior to April 1 of each year.

Section 5. Attorneys shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation. However, upon complete termination of employment of permanent attorneys or upon transfer or promotion to a position under the jurisdiction of another county, permanent attorneys shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating attorney shall be paid at the attorney's base rate at the time of termination.

Section 6. Attorneys may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

Section 7. Vacation, sick, and personal leave time may be utilized in one-quarter (¼) hour increments.

ARTICLE 13. SICK LEAVE

Section 1. Sick leave shall be accrued by full-time attorneys at the rate of one (1) day for each full month of service. Sick leave, when authorized, shall be paid at the attorney's current base pay rate.

Section 2. Unused accrued sick leave may be accumulated to a maximum of 200 days. The annual accounting date for determining the maximum sick leave accrual shall be January 1 each year.

Note: The maximum sick leave accrual days paid out shall be 130 days regarding retirement severance per Article 24, Section 3.

Section 3. Sick leave is defined as absence from work necessitated by the inability of an attorney to perform his/her duties by reason of the attorney's illness, injury, necessity of medical or dental care, or legal quarantine, or to care for the spouse and/or child(ren), stepchild(ren), parents of the attorney or spouse, significant others, or anybody domiciled with the attorney, or any other eligible person as defined by MN Statute 181.9413.

Section 4. To be eligible for sick leave payment, an attorney must notify his/her designated supervisor prior to the starting time of his/her scheduled shift. This notice may be waived if the Employer determines that the attorney could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the attorney.

Section 5. A disabled attorney who, because of extended illness or injury, has exhausted all compensated leave shall be granted a medical leave of absence without pay, not to exceed ninety (90) days. Additional leave may be requested pursuant to the Americans with Disabilities Act (ADA).

Section 6. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job related purposes, temporary disabilities and shall be treated as any other illness in connection with employment.

Section 7. Any attorney who by reason of illness or injury receives worker's compensation benefits may utilize the worker's compensation benefits and receive from the Employer additional differential benefits from his/her accumulated leave time, but in either case, the total weekly compensation including paid leave and worker's compensation benefits shall not exceed the average weekly net pay of the attorney.

Section 8. A sick leave bank is available to attorneys. The sick leave bank shall be administered by a committee in accordance with guidelines approved by the Employer.

ARTICLE 14. LEAVES OF ABSENCE

Section 1. All requests for a leave of absence shall be submitted either verbally or in writing by the attorney to the attorney's immediate supervisor. All requests for leave shall be submitted as

soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence. Leave requests will be evaluated on an individual basis and weighed against the mission, operational needs and requirements of the agency to perform its public duty.

Section 2. Authorization for or denial of a leave of absence will be communicated to the attorney by the supervisor either verbally or in writing. The supervisor's response to a request for leave of absence shall state the basis for denial if the request is denied, but no attorney shall be required to exhaust vacation leave prior to leave of absence. An attorney may appeal a denial of a leave of absence to the County Board but not to arbitration.

Section 3. Upon return from a leave of absence, the attorney shall be reinstated to the position he/she held when the leave began or to a comparable position in terms of essential functions, hours of work, and rate of pay. An attorney returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the next on the salary schedule, or toward length of service required to complete a probationary or trial period nor seniority.

Section 4. Leaves with Pay.

4.1 Court Appearance Leave

4.1.1 Leave with pay shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job-related purposes.

4.1.2 Leave shall also be granted for attendance in court in connection with an attorney's official duty, which shall include any necessary travel time. Such attorney shall be paid the attorney's regular pay less the fee received, exclusive of expenses, for serving as a witness as required by the Court. Attorney-incurred expenses will be reimbursed in accordance with current county policy.

4.1.3 The Employer will pay the difference between jury wages and regular wages for any attorney selected for jury duty. If an attorney is excused from jury duty during the working day, time permitting, the attorney shall report to work.

4.1.4 Any absence, whether voluntary or by legal order to appear to testify in private litigation, not in the status of an attorney employed by Carlton County, shall not qualify for leave under this Article and shall be charged against accumulated vacation leave.

4.2 Military Duty Leave. In accordance with State and Federal laws, any attorney required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The attorney shall present the Employer with official copies of the order(s) received. The attorney shall apply for such leave as soon as practical after the necessity for the leave is known.

4.3 Funeral Leave. Up to five (5) days paid leave shall be allowed for mourning the death of an attorney's spouse, child, parent, sibling, grandparent, stepchild, stepparent, grandchild, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, and brother-in-law, and the employee's spouse's grandparent. Up to three (3) days paid leave shall be allowed for the purpose of attending the wake and funeral of the employee's legal ward, aunt, uncle, niece, and nephew. One (1) day paid leave may be granted for the purpose of attending the wake and/or funeral of a current Carlton County employee, with the understanding that some staff may be required to staff the department as directed by the department head.

4.4 Personal Leave Days. Permanent attorneys shall receive five (5) personal leave days on January 1 each year. Personal leave will be prorated for the calendar year in which an attorney is first employed as follows:

First working day	Days earned
Jan 1 to Apr 30	5
May 1 to Aug 31	3
Sep 1 to Dec 31	2

These days are available for use during the probationary period with supervisor approval. Personal leave days must be used during the calendar year in which they are allotted; there shall be no carryover of days from year to year.

Section 5. Leaves without Pay.

5.1 At the discretion of the Employer, a leave of absence without pay for reasons other than disability may be granted to an attorney requesting such leave in writing. Such leave shall not exceed one (1) year, except educational leave for an attorney enrolled in graduate school which may exceed one (1) year, but may not exceed two (2) years. Leaves of up to ten (10) working days may be approved by the department head. Leaves in excess of ten (10) working days must be approved in advance by the County Board.

5.2 Attorneys shall be entitled to military leaves of absence without pay for service in the Armed Forces of the United States. Such leave shall be authorized only in cases where the attorney has been officially called to active duty in the military service, and shall be authorized only so long as the attorney is in the service as required by the government.

5.3 Union Business. The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department.

5.4 Family and Medical Leave Act. Attorneys who have completed at least one (1) year of service and have worked at least 1,250 hours over the previous twelve (12) months and who have a serious health condition as defined in the Family and Medical Leave Act of 1993 may request up to twelve (12) weeks of leave per year during which their health

insurance coverage will be maintained with the attorney only responsible for the attorney share of the premium. An attorney may retain up to six (6) weeks of previously earned paid leave for use upon return to work.

Section 6. Parenting Leave

Subject to the provisions of this Section and only to the extent which it would be more advantageous to the attorney: up to twelve (12) weeks of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the attorney must have been employed with the Employer for at least twelve (12) months and worked at least half (1/2) time over the preceding twelve (12) months. The attorney must take the parental leave within twelve (12) months of the birth or adoption of the child. The attorney must request the parental leave in writing to his/her department head at least four (4) weeks in advance of the commencement of the leave. An attorney may retain up to six (6) weeks of previously earned paid leave for use upon return to work. Upon expiration of the parental leave and the attorney's return to work, the attorney shall be assigned to the attorney's former position or a position of comparable duties, hours and pay.

If, during parental leave, the Employer experiences a layoff and the attorney would have lost his/her position pursuant to the layoff and recall provisions of this Agreement, had the attorney not been on parental leave, then the attorney is not entitled to reinstatement in the former or comparable position, and, in such circumstances, the attorney shall retain all rights under the layoff and recall provisions of this Article as if the attorney had not taken the parental leave.

Attorneys may request that parental leave be extended up to a maximum of six (6) months, which extension shall be optional at the sole discretion of the Employer. An attorney who requests and is granted an extension of parental leave may, if reasonable to the needs of the Employer, have arrangements made for the attorney to return to his/her position or a like position at the end of the extended parental leave period.

ARTICLE 15. ABSENCE WITHOUT LEAVE

Section 1 Any absence of an attorney from scheduled duty that is not promptly reported to or authorized by the Employer shall be deemed an absence without leave. Any attorney absent without leave will be subject to disciplinary action, and any attorney absent without leave for three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE 16. MILEAGE AND MEAL ALLOWANCE; TRAVEL TIME

Section 1. Attorneys who use their personal car for County business shall be reimbursed according to the mileage rate set by the County Board. In order for an attorney to be reimbursed, he/she must have provided proof of insurance to the Human Resources Office.

Section 2. For meetings or training out of the County, meal allowance shall be reimbursed to the attorneys at the rate prescribed by the County Board.

Section 3. Attorneys shall be paid their regular hourly wage for all time spent driving to and from destinations outside of their normal work area to conduct County business. This time shall be documented by the attorney and submitted to his/her direct supervisor for approval.

Section 4. Travel Expense. All attorneys, when away from their homes overnight due to work-related responsibilities, or for training outside of the County, shall receive food and lodging expenses during their absence at the rate prescribed by the County Board.

ARTICLE 17. SUSPENSIONS AND DISCHARGE

Section 1. Suspensions, discharges, and demotions to a lower classification shall be made only for just cause. Notice of any such action shall be sent to the attorney and the Union. Any such action shall be subject to the Grievance Procedure.

ARTICLE 18. INSURANCE

Section 1. Eligibility. Insurance benefits as herein specified shall apply only to attorneys regularly scheduled as full-time (1.0 FTE).

Section 2. Health Insurance. The Employer shall pay for the basic health insurance for the full-time attorney and 80% of the cost of providing basic health insurance for the full-time attorneys' dependents.

Section 3. Liability Protection. The Employer agrees to provide for liability protection for attorneys covered by this Agreement who are performing work in the scope of the attorney's employment. Such liability protection shall be for tort actions arising out of an alleged act or omission occurring within the scope of such attorney's assigned official employment duties.

Section 4. Life Insurance. The Employer will provide term life insurance coverage of at least one (1) year of salary, rounded to the nearest $1000, to a maximum of $75,000, on each full-time attorney with the premium being paid by the Employer.

Section 5. The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any attorney 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 the result of a denial of insurance benefits by an insurance carrier.

Section 6. A voluntary employee-paid dental insurance plan shall be available. No premium cost shall accrue to the Employer as a result of the provision or maintenance of such plan.

Section 7. Retirees are eligible beginning at age fifty-five (55), or at age fifty (50) with thirty (30) years of service, for County contribution to their health insurance premiums according to the following schedule:

10 years' service	50% of the Employer portion of the premium
15 years' service	58% of the Employer portion of the premium
20 years' service	66% of the Employer portion of the premium
25 years' service	85% of the Employer portion of the premium
30+ years' service	Not to exceed the rates being paid for active attorneys

ARTICLE 19. INDIVIDUAL RIGHTS

Section 1. Attorneys have the right to join or to refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with the rights of attorneys to become or not to become members of the Union, and further, there shall be no discrimination or coercion against any attorney because of Union membership or non-membership. The Union shall, in the responsibility of exclusive representative of attorneys, represent all attorneys without discrimination, interference, restraint, or coercion.

ARTICLE 20. SAVINGS CLAUSE

Section 1. This Agreement is subject to the laws of the United States, the State of Minnesota, and Carlton County. In the event 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, such provision shall be voided and negotiation shall begin on the voided provision within fifteen (15) calendar days. All other provisions shall continue in full force and effect.

ARTICLE 21. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1. This Agreement shall represent the complete Agreement between the Union and the Employer. This Agreement shall govern all issues that it addresses. However, any issues that are not addressed by this Agreement shall be covered by the current Carlton County Employee Handbook, and any rights, privileges, or responsibilities in that handbook shall continue in force and effect.

Section 2. 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 or 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 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 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 agree to do so.

ARTICLE 22. SALARY INFORMATION/OTHER SALARY CONSIDERATIONS

Section 1. General Wage Increase. Attorneys covered by this agreement shall be paid pursuant to the attached wage scale. 01/01/2016 – Transition to new pay scale. 01/01/2017 – 2% general increase. First day of first full pay period of 2018 – 3% general increase.

Section 2. Other Salary Considerations.

2.1 An attorney's anniversary date for purposes of future step increases shall be their hire date. The anniversary date of an attorney whose promotion does not involve the application of a probationary period shall be the date of the promotion.

2.2 Step increases subsequent to the initial step placement shall be based on the Employer's rating of the attorney's performance and at least one (1) year of full-time equivalency service at the lower step.

2.3 An Attorney's salary shall not exceed the established range for the classification.

Section 3. Pay Days. Regular and normal pay days shall be established as per current County policy. The Employer shall provide for direct deposit of paychecks.

ARTICLE 23. ALLOWANCES

Section 1. Professional Licenses and Continuing Legal Education (C.L.E.) Reimbursement. The Employer shall reimburse each attorney for the annual cost of maintaining required professional licenses and C.L.E.s. Attorneys shall be paid at their regular hourly wage for travel and attendance of C.L.E.s.

ARTICLE 24. VOLUNTARY TERMINATION

Section 1. Retirement. Retirement shall be in accord with the procedures outlined by the Public Employees Retirement Association (PERA). Retirement means the individual is eligible for retirement benefits from PERA or other State system at the time employment ceases.

Section 2. Resignations. All attorneys must give at least two (2) weeks advance written notice of resignation, absent extenuating circumstances, to the department head with copy to the Human Resources Department.

Section 3. Severance. Any attorney who retires with 0-9 years of continuous service with the Employer shall not be entitled to payment for any day of accumulated sick leave. Retirees with ten (10) or more years of continuous service, or an attorney who dies while in the employment of the Employer, shall receive sick leave payment in accordance with the following schedule:

Less than 10 years of service	No payment
10 years of service	50% of any unused sick leave accumulation
11 years of service	60% of any unused sick leave accumulation
12 years of service	70% of any unused sick leave accumulation
13 years of service	80% of any unused sick leave accumulation
14 years of service	90% of any unused sick leave accumulation
15+ years of service	100% of any unused sick leave accumulation

Attorneys retiring with 10-17 years of service shall have 50% of their eligible payout directed to the Minnesota State Retirement System (MSRS) administered Post-Retirement Health Care Savings Plan (HCSP); attorneys retiring with 18 years or more of service shall have 100% of their eligible payout directed to the HCSP. Any attorney with a payout made to the HCSP shall be subject to all terms and conditions of said plan.

No payment shall be made to exceed one hundred and thirty (130) days.

Severance benefits will be paid to a deceased attorney's legal representative or beneficiary, in accordance with the above schedule.

ARTICLE 25. TRAINING

Section 1. Tuition Refund. Tuition refund will be handled according to current County policy.

Section 2. In order for attorneys to maintain adequate performance standards in their job classification, training or education courses may be required. If training or education courses are required by an attorney's supervisor or by the State or Federal Government, attorneys will be allowed time off with pay and will have their expenses paid for when they attend training or education courses in accordance with current policy.

Section 3. In the case of required training or education courses attorneys will be compensated up to a maximum of 8 hours per day (which is their normal work day). This also applies to an attorney's annual Continuing Legal Education training as per Article 23, Section 1.

ARTICLE 26. EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer will contract with a third party provider to establish and maintain an Employee Assistance Program.

ARTICLE 27. DISCIPLINE

Section 1. The Employer shall discipline attorneys for just cause only. Disciplinary action will be in one or more of the following forms:

1. Oral reprimand
2. Written reprimand
3. Suspension

4. Demotion
5. Discharge

Section 2. Principles of progressive discipline will be followed in making disciplinary decisions. Oral reprimands shall be documented as such and maintained in a separate file for one (1) year. If no further infractions occur during said time period, the oral reprimand shall be removed and destroyed.

Written disciplinary measures, including written reprimands, notices of suspension, and notices of demotion or discharge, which are to become a part of an attorney's personnel file, shall be read by the attorney, and the attorney shall be asked to acknowledge receipt by signature on the notice. If the attorney does not sign and acknowledge receipt thereof, the Employer shall indicate that the copy was given to or mailed to the attorney and shall indicate the date of such action. The attorney and the Union shall receive a copy of such reprimands or notices. Written reprimands will be removed and destroyed after two (2) years.

Section 3. Action to suspend, demote, or discharge shall be in written form and shall state the reasons for said action. Such notices shall also indicate the effective date of the action or the time period for which the action shall be effective, if appropriate. A demotion action shall state the classification to which the attorney is demoted. Notices of discharge shall state that the discharge is effective following a five (5) day unpaid suspension commencing on the date the notice is received by the discharged attorney.

Section 4. Personnel Files. Attorneys may examine their own personnel file at reasonable times under the direct supervision of the Employer.

Section 5. An attorney will not be questioned concerning an investigation that could result in disciplinary action unless the attorney has been given an opportunity to have a Union representative present at such questioning.

Section 6. All disciplinary actions are subject to the grievance procedure set forth in Article 7.

ARTICLE 28. TERMS OF AGREEMENT

This Agreement shall be effective from the first day of January 2016, and shall continue in full force and effect up to and including the 31st day of December 2018, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to December 31, 2018, that it desires to modify or terminate this Agreement effective after December 31, 2018. In the event such notice is given, negotiations shall begin as soon as practical. This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13 day of February 14, 2017.

COUNTY OF CARLTON

by _____
County Board Chair

Attest:

by _____
County Auditor

~~Approved as to form~~ and execution:

by _____
County Attorney

Dated: 2/22/17

American Federation of State, County & Municipal Employees (AFL-CIO) District Council No.65

by _____
Business Agent

Dated: 13 Feb. 2017

by _____
Steward

ATTORNEY POSITIONS & GRADES

Assistant County Attorney	190
Senior Assistant County Attorney	230

Carlton County Wage Schedule - 2016

Grades	New Minimum	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9	New Maximum
100	$ 16.51	$ 17.08	$ 17.68	$ 18.30	$ 18.94	$ 19.65				$ 19.65
110	$ 17.22	$ 17.82	$ 18.45	$ 19.09	$ 19.76	$ 20.50				$ 20.50
120	$ 18.48	$ 19.13	$ 19.80	$ 20.49	$ 21.21	$ 22.00				$ 22.00
130	$ 19.87	$ 20.56	$ 21.28	$ 22.03	$ 22.80	$ 23.65				$ 23.65
140	$ 21.38	$ 22.13	$ 22.90	$ 23.70	$ 24.53	$ 25.45				$ 25.45
150	$ 22.97	$ 23.78	$ 24.61	$ 25.47	$ 26.36	$ 27.35				$ 27.35
160	$ 25.20	$ 26.08	$ 26.99	$ 27.94	$ 28.92	$ 30.00				$ 30.00
170	$ 26.88	$ 27.82	$ 28.79	$ 29.80	$ 30.85	$ 32.00				$ 32.00
180	$ 28.00	$ 28.78	$ 29.59	$ 30.42	$ 31.27	$ 32.15	$ 33.05	$ 33.97	$ 35.00	$ 35.00
190	$ 29.96	$ 30.80	$ 31.66	$ 32.55	$ 33.46	$ 34.40	$ 35.36	$ 36.35	$ 37.45	$ 37.45
200	$ 32.12	$ 33.02	$ 33.94	$ 34.89	$ 35.87	$ 36.88	$ 37.91	$ 38.97	$ 40.15	$ 40.15
210	$ 34.72	$ 35.69	$ 36.69	$ 37.72	$ 38.78	$ 39.86	$ 40.98	$ 42.12	$ 43.40	$ 43.40
220	$ 37.60	$ 38.65	$ 39.74	$ 40.85	$ 41.99	$ 43.17	$ 44.38	$ 45.62	$ 47.00	$ 47.00
230	$ 40.72	$ 41.86	$ 43.03	$ 44.24	$ 45.48	$ 46.75	$ 48.06	$ 49.40	$ 50.90	$ 50.90
240	$ 44.08	$ 45.31	$ 46.58	$ 47.89	$ 49.23	$ 50.61	$ 52.02	$ 53.48	$ 55.10	$ 55.10
250	$ 47.68	$ 49.02	$ 50.39	$ 51.80	$ 53.25	$ 54.74	$ 56.27	$ 57.85	$ 59.60	$ 59.60

Carlton County Wage Schedule - 2017

Grades	New Minimum	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
100	$ 16.84	$ 17.42	$ 18.03	$ 18.67	$ 19.32	$ 20.04			
110	$ 17.56	$ 18.18	$ 18.82	$ 19.47	$ 20.16	$ 20.91			
120	$ 18.85	$ 19.51	$ 20.20	$ 20.90	$ 21.63	$ 22.44			
130	$ 20.27	$ 20.97	$ 21.71	$ 22.47	$ 23.26	$ 24.12			
140	$ 21.81	$ 22.57	$ 23.36	$ 24.17	$ 25.02	$ 25.96			
150	$ 23.43	$ 24.26	$ 25.10	$ 25.98	$ 26.89	$ 27.90			
160	$ 25.70	$ 26.60	$ 27.53	$ 28.50	$ 29.50	$ 30.60			
170	$ 27.42	$ 28.38	$ 29.37	$ 30.40	$ 31.47	$ 32.64			
180	$ 28.56	$ 29.36	$ 30.18	$ 31.03	$ 31.90	$ 32.79	$ 33.71	$ 34.65	$ 35.70
190	$ 30.56	$ 31.42	$ 32.29	$ 33.20	$ 34.13	$ 35.09	$ 36.07	$ 37.08	$ 38.20
200	$ 32.76	$ 33.68	$ 34.62	$ 35.59	$ 36.59	$ 37.62	$ 38.67	$ 39.75	$ 40.95
210	$ 35.41	$ 36.40	$ 37.42	$ 38.47	$ 39.56	$ 40.66	$ 41.80	$ 42.96	$ 44.27
220	$ 38.35	$ 39.42	$ 40.53	$ 41.67	$ 42.83	$ 44.03	$ 45.27	$ 46.53	$ 47.94
230	$ 41.53	$ 42.70	$ 43.89	$ 45.12	$ 46.39	$ 47.69	$ 49.02	$ 50.39	$ 51.92
240	$ 44.96	$ 46.22	$ 47.51	$ 48.85	$ 50.21	$ 51.62	$ 53.06	$ 54.55	$ 56.20
250	$ 48.63	$ 50.00	$ 51.40	$ 52.84	$ 54.32	$ 55.83	$ 57.40	$ 59.01	$ 60.79

Carlton County Wage Schedule - 2018

Grades	New Minimum	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
100	$ 17.35	$ 17.94	$ 18.57	$ 19.23	$ 19.90	$ 20.64			
110	$ 18.09	$ 18.73	$ 19.38	$ 20.05	$ 20.76	$ 21.54			
120	$ 19.42	$ 20.10	$ 20.81	$ 21.53	$ 22.28	$ 23.11			
130	$ 20.88	$ 21.60	$ 22.36	$ 23.14	$ 23.96	$ 24.84			
140	$ 22.46	$ 23.25	$ 24.06	$ 24.90	$ 25.77	$ 26.74			
150	$ 24.13	$ 24.99	$ 25.85	$ 26.76	$ 27.70	$ 28.74			
160	$ 26.47	$ 27.40	$ 28.36	$ 29.36	$ 30.39	$ 31.52			
170	$ 28.24	$ 29.23	$ 30.25	$ 31.31	$ 32.41	$ 33.62			
180	$ 29.42	$ 30.24	$ 31.09	$ 31.96	$ 32.86	$ 33.77	$ 34.72	$ 35.69	$ 36.77
190	$ 31.48	$ 32.36	$ 33.26	$ 34.20	$ 35.15	$ 36.14	$ 37.15	$ 38.19	$ 39.35
200	$ 33.74	$ 34.69	$ 35.66	$ 36.66	$ 37.69	$ 38.75	$ 39.83	$ 40.94	$ 42.18
210	$ 36.47	$ 37.49	$ 38.54	$ 39.62	$ 40.75	$ 41.88	$ 43.05	$ 44.25	$ 45.60
220	$ 39.50	$ 40.60	$ 41.75	$ 42.92	$ 44.11	$ 45.35	$ 46.63	$ 47.93	$ 49.38
230	$ 42.78	$ 43.98	$ 45.21	$ 46.47	$ 47.78	$ 49.12	$ 50.49	$ 51.90	$ 53.48
240	$ 46.31	$ 47.61	$ 48.94	$ 50.32	$ 51.72	$ 53.17	$ 54.65	$ 56.19	$ 57.89
250	$ 50.09	$ 51.50	$ 52.94	$ 54.43	$ 55.95	$ 57.50	$ 59.12	$ 60.78	$ 62.61

MEMORANDUM OF UNDERSTANDING
between
CARLTON COUNTY
and
AFSCME ASSISTANT COUNTY ATTORNEY UNIT

This Memorandum of Understanding is intended to address the transition of any Carlton County Employee in the AFSCME County Attorney Unit from the current wage scale to the proposed Keystone wage scale.

WHEREAS, as of the date of this memorandum there are four (4) Carlton County employees classed as Assistant County Attorneys working currently in the Attorney II or Senior Attorney classifications; and

WHEREAS, Carlton County, as the Employer, has undertaken to complete a countywide compensation study, referred to as the Keystone wage scale; and

WHEREAS, the steps referred to, below, are as defined in the Keystone wage study; and

WHEREAS, the dollar amounts listed below are approximate values calculated by hand that reflect a 2% general wage increase in 2017 and a 3% general wage increase in 2018. They are not intended to be exact amounts down to the nearest penny; and

WHEREAS, it is agreed that the transition of the four current Assistant County Attorneys shall be as follows:

A. Mike Boese. Move Mr. Boese to SACA, Step 9, retroactive to the pay period beginning 9/3/16. He will remain at his current wage of $51.73 per hour until 1/1/17, at which time his wage will increase to approximately $51.92 per hour. His wage will increase to approximately $53.48 the first full pay period of 2018.

B. Jesse Berglund. Move Mr. Berglund to SACA Step 1 ($40.72) retroactive to the pay period beginning 9/3/16 and without grading. His wage will increase to approximately $41.53 effective 1/1/17. He will move to SACA Step 2 ($42.70) on 4/9/17 if scored out as passing. His wage will increase to approximately $43.98 effective the first day of the first full pay period of 2018. He will move to SACA Step 4 ($46.47) on 4/9/18 if scored out as passing.

C. Jeff Boucher. Move Mr. Boucher to SACA Step 1 ($40.72) retroactive to the pay period beginning 9/3/16 and without grading. His wage will increase to approximately $41.53 effective 1/1/17. He will move to SACA Step 2 ($42.70) on 10/16/17 if scored out as passing. His wage will increase to approximately $43.98 effective the first day of the first full pay period of 2018. He will move to SACA Step 4 ($46.47) on 10/16/18 if scored out as passing.

D. Nicole Ketola. Move Ms. Ketola to SACA Step 1 ($40.72) retroactive to the pay period beginning 9/3/16 and without grading. Her wage will increase to approximately $41.53 effective 1/1/17. She will remain at SACA Step 1 ($41.53) on 1/2/17. Her wage will increase to approximately $42.78 effective the first day of the first full pay period of 2018. She will move to SACA Step 2 ($43.98) on 1/2/18 if scored out as passing.

WHEREAS, the County and the Union feel it is in the best interest of all parties to follow the above-stated implementation plan; and

WHEREAS, the parties, by their signatures below, hereby agree to implementation as outlined, above.

In Witness Whereof, the undersigned have caused this instrument to be duly executed on this 13 day of February, 2017, and that this agreement will be effective immediately.

CARLTON COUNTY

BY: _____
Carlton County Coordinator

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

BY: _____
AFSCME ACA Unit Business Agent

BY: _____
Steward