

**LABOR AGREEMENT**

**BETWEEN**

**COUNTY OF STEARNS**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL #65, LOCAL UNION 748D  
HUMAN SERVICES UNIT**

**AND**

**MINNESOTA NURSES ASSOCIATION**

**COVERING PERIOD OF**

**JANUARY 1, 2016 THROUGH DECEMBER 31, 2018**

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**HUMAN SERVICES UNIT**  
**AND**  
**MINNESOTA NURSES ASSOCIATION**

**ARTICLE 1 - Purpose Of Agreement:**

This agreement is entered into as of January 1, 2016 between the County of Stearns (hereinafter called the "Employer"), and the American Federation of State, County and Municipal Employees, Council No. 65, Local No. 748D and Minnesota Nurses Association, as exclusive representative for the employees covered by this Agreement (hereinafter called the "Union").

It is the intent and purpose of this Agreement:

- 1.1 To assure sound and mutually beneficial working and economic relationships between the parties hereto.
- 1.2 To establish the foundation for a harmonious and effective labor-management relationship.
- 1.3 To establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
- 1.4 To place in written form the parties' Agreement upon terms and conditions of employment including wages, hours, and working conditions for the duration of this Agreement.

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

**ARTICLE 2 – Recognition:**

- 2.1 The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act of 1971, as amended, for all personnel in the following bargaining units: All employees of the Human Services Department of the County of Stearns, St. Cloud, Minnesota, whose employment service exceeds the lesser of 14 hours per work week or 35 percent of the normal work week and more than 67 work days per year (or 100 days if a full time student under the age of 22), excluding confidential, supervisory, essential, and employees included in other appropriate units.
- 2.2 In the event 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 Services for determination.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 Neither the Union nor the Employer shall discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, or sexual orientation.

### **ARTICLE 3 – Definitions:**

The words defined in this Article shall have the meaning indicated herein for purposes of this Agreement, unless the context clearly indicates otherwise.

- 3.1 BOARD: The County Board of Commissioners of Stearns County.
- 3.2 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.3 EMPLOYER: The County of Stearns.
- 3.4 REGULAR EMPLOYEE: Any employee hired to fill a regular position in the bargaining unit.
- 3.5 NON- REGULAR EMPLOYEE: An employee filling a position that is not classified by the Employer as regular and categorized as follows:
  - A) "Seasonal" refers to employment that is of a limited duration and that recurs during similar calendar periods.
  - B) "Temporary" refers to employment that is of a limited non-recurring nature to perform a specific project or task.
  - C) "Intermittent" refers to employment that is solely sporadic in nature to meet varying work demands.
  - D) "Substitute" refers to employment that is solely to replace an absent member of the regular work force and that terminates upon the absent member's return.
  - E) "Grant Funded" refers to employment in a position that is totally grant funded and that is time limited.
- 3.6 FULL-TIME EMPLOYEE: Any employee hired to fill a position in the bargaining unit based on a forty (40) hour workweek.
- 3.7 PART-TIME EMPLOYEE: An employee hired to work an average of at least 20 hours but less than 40 hours per week on a regular basis.
- 3.8 UNION: The American Federation of State, County and Municipal Employees, Council No. 65, Local No. 748D and Minnesota Nurses Association.
- 3.9 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 65, Local No. 748D and Minnesota Nurses Association.
- 3.10 REHIRE: Re-employment of a prior employee after termination of employment. This term does not include persons recalled from layoff or returning from unpaid leave status.
- 3.11 POSITION: A set of duties and responsibilities performed by an individual.

- 3.12 **CLASSIFICATION:** The organization of a group of positions that are sufficiently alike in their duties and various personnel and administrative processes such as selection, training, experience, compensation and qualification requirements for job entry.
- 3.13 **CLASSIFICATION SERIES:** An assembly of classifications organized by occupational categories, i.e. professional, clerical and support, technical.

**ARTICLE 4 - No Strike/No Lockout:**

- 4.1 The Union, its officers, the covered employees and the Employer agree that they will not engage in, encourage, sanction, support or suggest any strike or lockout and they agree that they will not withhold in whole or in part the full performance of their duties or assignments during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended.

**ARTICLE 5 - Employer Authority:**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.
- 5.3 The Union(s) and the employer recognize that registered nurses and public health nurses shall not be required or directed to perform or delegate nursing activities in a manner inconsistent with the Minnesota Nurse Practice Act.



## **ARTICLE 6 - Union Security:**

6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Deductions shall be based upon the amounts certified as correct from time to time by AFSCME Council 65 and MNA and shall be made, continued, and terminated in accordance with the terms of said authorization card. The Employer shall also, at the written request of the Union, deduct a fair share fee as provided by M.S. 179A.06, Subdivision 3, from the wages due any member of the bargaining unit that elects not to be a member of the Union. Such monies shall be remitted in a reasonable manner as directed by the Union. Management shall provide a list of members of AFSCME to the membership vice chairperson monthly.

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.

6.2 The Union may designate not more than twelve (12) employees from the bargaining unit to act as stewards. Of the twelve, the Unions shall designate one (1) of those to function as Chief Steward from AFSCME and one from MNA. The Union shall inform the Employer in writing of the employees designated and of any changes in such designation.

6.3 The Employer shall make space available on the employee bulletin board for the posting of official Union notices and announcements.

6.4 The Employer agrees that on the Employer's premises and without loss of pay, the Union stewards and officers shall be allowed to post official Union notices; transmit communications authorized by the Union or its officers under the terms of this Agreement; to consult with the Employer, its representative Union officers or the Union representative concerning the enforcement of any provision of this Agreement, so long as such action does not unduly interfere with regular employee duties. The Union shall not take employees from the performance of their assigned responsibilities without prior approval of the Employer's designated representatives.

6.5 The stewards and officers are authorized to perform and discharge the duties and responsibilities that are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against any steward or officer because of performance of such duties.

6.6 The Employer agrees that the Union may use the County e-mail system for union business provided that prior to its use for union business, a management designee has granted specific approval for the communication.

6.7 Political Action Committee: Upon receipt of a properly executed voluntary authorization card from an employee, the County will deduct from the employee's salary such amounts as the employee authorizes to pay to AFSCME PEOPLE.

## **ARTICLE 7 - Non-Regular Position Seniority And Benefits:**

- 7.1 The parties agree that employees who qualify as members of the bargaining unit, but who are filling positions that are not classified by the Employer as regular, shall be categorized as follows:
- A) "Seasonal" refers to employment that is of a limited duration and that recurs during similar calendar periods.
  - B) "Temporary" refers to employment that is of a limited non-recurring nature to perform a specific project or task.
  - C) "Intermittent" refers to employment that is sporadic in nature to meet varying work demands.
  - D) "Substitute" refers to employment that is solely to replace an absent member of the regular work force that terminates upon the absent member's return.
  - E) "Grant Funded" refers to employment in a position that is totally grant funded and that is time limited.
- 7.2 Employees included in the bargaining unit but categorized in A, B, or C above, shall not be eligible for and shall not qualify for fringe benefits of any kind until employed in the position for one thousand forty (1040) compensated hours in any calendar year, or until the position which they are filling is declared regular and the incumbent qualifies for it through regular recruitment procedures, whichever is first. Employees in A, B, or C above, who work in a single position for one thousand forty (1040) hours or longer in a single calendar year shall immediately thereafter become eligible for all fringe benefits as provided by the bargaining agreement.
- 7.3 Employees included in the bargaining unit but categorized in group D above, shall be eligible for fringe benefits pursuant to this Agreement. Current qualified employees may request an out of class assignment for a substitute position. The employer will determine what, if any position(s), will be back filled if the substitute position is filled by a current staff member.
- 7.4 A regular employee who is assigned to a totally grant funded position shall be treated in all respects as a regular employee.
- 7.5 Any person newly hired to fill a totally grant funded position shall in all respects be eligible for all fringe benefits as a regular employee except that seniority will not accrue until the person has been in the grant funded position for two (2) years. Seniority will then be retroactively granted back to the original hire date.

Time spent by an employee as a member of any one of the non-regular groups, defined above, shall not be included or considered in determining seniority or time worked for purposes of benefit accrual. Seniority for such employees, or accrual of benefits for such employees, shall commence on the date that the person is appointed to a regular status. Time spent as a member of a non-regular group shall be considered for purposes of determining eligibility for layoff and layoff recall relative to other non-regular employees in the bargaining unit.

7.6 Provisions of this Article with respect to non-regular employees shall supersede any other provisions of this Agreement so long as the employee involved is in a non-regular position as defined in this Article. All limitations of other articles with respect to employees in probationary status or other eligibility requirements with respect to fringe benefits shall continue to apply. The provisions of this Article are to be read as additional limitations on the benefit eligibility of non-regular employees.

**ARTICLE 8 – Seniority:**

- 8.1 Seniority for bumping purposes will not be limited to classification series if no positions are available within the employee's series but include bargaining unit wide positions. When bumping is exercised outside the current classification series held by the employee at the time of layoff notification, seniority will be based on bargaining unit, not classification seniority.

The individuals who were in the general County bargaining unit and moved to the bargaining unit covered by this agreement in February of 1999 as a result of the unit clarification will retain and be credited with all seniority earned under the prior agreement.

Classification Series:

A) Clerical and Support Classification Specification Titles

- Administrative Assistant I
- Office Specialist II
- Office Specialist III
- Office Specialist IV
- Process Specialist

B) Technical Classification Specification Titles

- Applications Specialist

C) Paraprofessional Classification Specification Titles

- Account Tech III
- Account Tech IV
- Case Aide
- Collections Officer
- Child Support Officer
- Child Support Specialist
- Financial Worker
- Financial Programs Specialist
- Fiscal Services Specialist
- Fraud Prevention Specialist
- Human Services Aide
- Surveillance Technician
- Work Crew Leader

D) Professional Classification Specification Titles

- Administrative Review Coordinator
- Career Agent
- Contracts Coordinator

Corrections Agent  
Data Analyst  
Nutrition Educator  
Planning Coordinator  
Public Health Coordinator  
Public Health Nurse I\*  
Public Health Nurse II\*  
Registered Nurse\*  
Senior Agent  
Social Worker I  
Social Worker II  
Staff Accountant

\*MNA Classifications

- 8.2 For seniority purposes, length of service shall be based on compensated time in the bargaining unit in a classification series, exclusive of overtime, computed on the basis of 2,080 regular hours per calendar year and starting from the most recent date of employment, re-employment, or appointment to the employee's classification. For purposes of this article, PTO, extended sick leave and holidays shall count as regular hours. Any employee who takes an Employer approved non-compensated leave of absence or who is on layoff status and returns to active employment pursuant to the terms of this Agreement shall be entitled to credit for all seniority accrued as of the time the leave or layoff commenced. If current employees are assigned to positions that are funded through limited time grants, their seniority will continue to accrue.

The employer will distribute and/or post a seniority list every six months. Such list will be maintained on the basis of total hours by classification. Any employee or the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) calendar days of such posting. If no error is reported within this thirty (30) calendar day period, the list will stand correct as posted.

- 8.3 The County shall notify affected employees of a pending layoff and the reasons for the layoff thirty (30) calendar days prior to said layoff. Also prior to the notification of layoff, Human Resources will meet and confer with the Union to discuss possible alternatives to the layoff. Upon notification of the need to reduce the work force, a list of the remaining available positions shall be given to those employees being laid off and those employees whose positions may be affected by bumping/bidding.
- 8.4 Any employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within a department shall retain seniority in his/her prior classification. A reduction of the work force will be accomplished on the basis of classification within a series as established above.

Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of layoff and recall from layoff. Prior to a reduction in the work force, all temporary, emergency and probationary employees would be laid off before any regular, non-probationary employees.

When a reduction in the work force occurs, the layoff will occur on the basis of reverse seniority within a classification. Prior to the actual layoff, those affected employees shall be pre-qualified for bidding on the remaining positions. All affected employees will meet at a designated place and time to bid in order of seniority on the remaining positions. This bidding process will be coordinated by the Human Resources Department. When a position is taken by an employee with higher seniority, remaining employees shall continue to choose positions by seniority, until all positions are filled.

- 8.5 The process of bumping for those individuals who may be laid off and have bumping rights shall be reinstated as follows:

An employee with sufficient seniority who is qualified for a position shall have the ability to bump only the least senior individual in a classification in a unit. A unit is defined as any group of employees who report to the same supervisor.

- 8.6 Recall from layoff shall be in order of seniority within each classification, provided that a recalled employee must indicate his/her intention to return to work within fourteen (14) calendar days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment. Notice of recall shall be by certified mail with a return receipt requested.

An employee shall remain on the recall roster for two (2) years, unless he/she fails to respond to a recall notification. At the end of said two years, all employment and seniority rights shall terminate.

If any vacancy exists in any department for which a person on layoff is qualified, the person on layoff shall be offered the vacant position. Any employee on layoff status who is offered employment in a substantially equal position in another bargaining unit is required to accept such employment in order to retain status on the layoff list.

- 8.7 All newly hired or rehired employees shall be required to serve a period of job probation. Additionally, any employee moving to a different classification likewise shall be subject to a new probationary period. Probationary periods shall be for 1040 hours. Those employees who have been with the County for six calendar months and who are still on probation will be allowed to use accrued PTO.

- 8.8 All employees promoted or transferred to a new classification shall have the right to revert to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion, for the first forty-five (45) days of the probationary period.

An employee filling a position where classification has changed with no addition of duties or responsibilities shall not serve a probationary period.

If a position title is changed resulting from a change imposed by the appointing authority (reorganization, legislative mandates, etc.) which may result in the clarification of position duties and responsibilities, an employee will not be required to serve a probationary period.

- 8.9 Upon completion of probationary period, new or rehired employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment to a regular position in the bargaining unit with the Employer.
- 8.10 During the new or rehire probationary period, employees shall earn paid time off but such benefits shall not vest until regular status has been attained.
- 8.11 During a promotional or lateral probation an employee may be returned to his/her previous classification based on inability to perform the duties of the new position. For the purposes of this article, lateral change means a move to a different classification with the same grade level. The reasons shall be given to the employee in writing. Such an involuntary return is subject to the grievance procedure up to but not including arbitration.
- 8.12 Benefits shall accrue based on the latter of the anniversary date of hire or rehire with the County.
- 8.13 The Employer is committed to hiring the most qualified candidate for County service. If all other job relevant qualifications are relatively equal, the most senior applicant shall receive the job.

All job vacancies shall be posted on the electronic recruiting system for at least seven (7) calendar days.

- 8.14 In the event of a vacancy within a job classification, the most senior employee requesting reassignment in writing will be given first consideration. If denied the change in job assignment, reasons will be given to the employee in writing. A decision will be grievable, but shall not be subject to Arbitration. (An example of a change in assignment would be from Child Protection to Developmental Disabilities or adult caseload Financial Worker to family caseload Financial Worker.)
- 8.15 Before the County enters into any contracts for additional personnel services, which may result in staff reduction(s), the County agrees to meet and confer with the Union. (The Union understands that the meet and confer is not to deal with whether or not the County will do contracting but rather to discuss alternatives and receive input from the Union.)

## **ARTICLE 9 – Discipline:**

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

- A) Oral reprimand
- B) Written reprimand
- C) Suspension
- D) Demotion
- E) Discharge

Oral reprimands are not grievable. All oral reprimands will be removed from the file after one (1) year, and written reprimands will be removed after two (2) years. Both of these time frames are contingent upon the fact that the disciplinary action is not related to an ongoing problem.

- 9.2 All disciplinary action to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The affected employee and Union will receive a copy of such oral and written reprimands, and notices of suspension, demotion and discharge.
- 9.3 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.4 Discharges will be preceded by a five (5) day suspension.
- 9.5 The Union shall have the right to be present at any questioning of an employee concerning investigation for disciplinary action against any employee.
- 9.6 Grievances relating to a suspension, demotion or discharge may be initiated by the Union at Step 3 of the Grievance Procedure, under Article 11 of this Agreement.
- 9.7 Nothing in this Agreement shall limit the Employer's right to terminate or discipline an employee during the initial probation period.



## **ARTICLE 10 - Normal Working Hours And Overtime:**

- 10.1 The normal workweek for full-time employees shall consist of forty (40) hours.
- 10.2 All employees shall be granted a fifteen (15) minute break or rest period during each full one-half (1/2) shift, and a one-half hour unpaid lunch during the middle of the day. Employees who do not actually work a complete one-half (1/2) shift shall not be granted a coffee or rest period. Example, an employee who leaves at 3:15 p.m. will be charged with one (1) hour and 15 (fifteen) minutes of leave. If there is an emergency that requires the employee to leave work after the break has already been taken, the employee will not be required to charge the already taken break to time not worked.
- 10.3 If it is necessary to implement permanent changes in the work schedules the Employer shall notify the affected employees at least fifteen (15) working days prior to implementation.
- 10.4 Non-exempt employees will be compensated either in pay or compensatory time at a rate of one and one-half (1-1/2) times the base rate (the employee's normal straight time Range-Step rate) for hours worked in excess of the normal work week (forty (40) hours). It shall be the employee's option to be paid with compensatory time or one and one-half (1-1/2) times their rate of pay. However, the use of compensatory time off must be mutually agreeable to the employee and the employer.

Compensatory time accrued for non-exempt employees may accumulate to a maximum of forty (40) hours. Any accumulation beyond forty (40) hours shall be paid overtime.

All overtime opportunities posted for an entire classification will be exempt from this clause and will be paid.

- 10.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 10.6 Overtime will be calculated to the nearest fifteen (15) minutes.
- 10.7 For purposes of overtime calculation, holidays, PTO or extended sick leave taken shall be counted as time worked.
- 10.8 Overtime work will be distributed as equally as practicable, consistent with the functions of the department. Overtime must be approved as assigned prior to its occurrence. Pre-approval for overtime will be waived under the following conditions, provided that it does not exceed one hour and that it does not occur with great regularity:
- A. The employee is working in the field and the overtime was unanticipated.
  - B. The documentation for overtime is completed and submitted to the supervisor on the next regular workday.

- 10.9 In order to meet the mandatory requirements of having a Social Worker available on a 24 hour basis to deal with emergencies and crisis situations, those Social Workers who serve a week on-call for the 24 hour answering service shall be reimbursed at the rate of ten (10) hours of compensatory time off or ten (10) hours of straight time pay at the employee's option. Actual service provided while on call is over and above the ten (10) hours for on-call time or on a prorated basis if less than full time.
- Social Workers who are required to be on call on a holiday will be credited with four (4) hours of compensatory time at straight time rates.
- 10.10 On the rare occasion an employee with an assigned caseload is contacted at home on an unplanned work related matter outside of his/her regularly scheduled workday and no field visit is required, the employee shall be compensated at a minimum of one (1) hour at regular wages. The employee must document the contact in the case file and notify the supervisor of the occurrence on the next business day.
- 10.11 If sufficient persons do not volunteer to staff thirteen (13) weeks at a time without duplication, it will be necessary to resort to an involuntary system utilizing each Social Worker on a rotating basis.
- 10.12 The worker on call will be provided with a paging device capable of reaching a radius of 25 miles from the City of St. Cloud. The worker would be responsible to remain within the range of the paging system. The worker would respond by telephoning the answering service as soon as practical.
- 10.13 In the event that circumstances arise that the worker on call for a week cannot serve, he/she will be responsible for arranging a substitute and informing the answering service and appropriate supervisor.
- 10.14 Flex time scheduling for other than a normal workday may occur by the mutual agreement of the Department Director or designee and the employee. The following will also apply:
- A) There will be no increase in the length of, or any additional breaks.
  - B) Extended sick leave, compensatory time usage, and PTO requests must match the number of hours of work scheduled (i.e. an individual working four (4) ten (10) hour shifts, would need to request ten (10) hours of extended sick leave, compensatory time, or PTO).
  - C) Holidays which occurred during extended work days would need to be supplemented by a request for PTO or compensatory time, or those hours beyond eight (8) hours will be considered time without pay. The time without pay option is only available if an individual has no accrued PTO or compensatory time.
- 10.15 Employees at their option shall have the ability to either make up time lost due to very inclement weather through arrangements with their supervisor using compensatory time,

flex time, or PTO or to take it as time without pay.

- 10.16 Public Health Nursing Services for After Hours Care: When home or field visits are required on holidays and weekends, a Public Health Nurse or Registered Nurse will receive a minimum of two (2) hours pay or actual hours worked (whichever is greater).

Overtime, if applicable, will be paid in accordance with Article 10 and Article 12.

- 10.17 Call Back Time: An employee who is called to duty during his/her scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.
- 10.18 If temporary changes are implemented to the work schedule, the employee shall receive a *48-hour* notice.
- 10.19 When adopting recurring non-traditional schedules, the Employer shall staff such schedules in the following manner: Request volunteers from within the unit/program; if further employees are needed or if there are not volunteers, the Employer shall assign the least senior qualified employee in the unit/program to meet these non-traditional scheduling requirements except in unique and special circumstances. In such circumstances, the employer may assign the employee of choice.

## **ARTICLE 11 - Employee Rights - Grievance Procedure:**

- 11.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 11.2 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 as provided by Section 6.2 of this Agreement. The Employer shall notify the Union in writing of the Employer designated positions.
- 11.3 Processing the Grievance. It is recognized by the Union and by the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours without loss of pay when reasonable time away from duties and responsibilities are not detrimental to the work programs of the Employer. Normally, one Steward would be involved in a grievance along with the Staff Representative, if necessary, unless the Employer has a number greater as its representatives, in which case the Union would limit its representation to an equal number.
- 11.4 Procedure. Grievances, as defined by Section 11.1, shall be resolved in conformance with the following procedure:

Step 1. An employee, through the union, claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance in writing to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed in writing to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived. A grievance can only be withdrawn through the Union.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

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

Before a grievance may be taken to arbitration, it must first be taken to mediation.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to mediation subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Any grievances not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the outcome of mediation. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

The Union shall request action to strike names within thirty (30) days of receipt of the list of arbitrators.

#### 11.5 Arbitrator's Authority:

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

- 11.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the union in each step.
- 11.7 Choice of Remedy. If, as result of the mediation outcome in Step 4, 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 this Article 11 or a procedure such as Veterans Preference or Fair Employment.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Opportunity Commission is not precluded from 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 (7<sup>th</sup> Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled this paragraph of Section 11.7 shall be immediately null and void and shall be deleted from this Agreement.

**ARTICLE 12 – Holidays:**

12.1 Any regular employee who is required to work on a holiday shall be paid at one and a half times his/her regular rate of pay for work performed on the legal holiday and shall be granted equal time off at a mutually agreed upon time, or shall be paid an equal number of hours at straight time rates. This will be the entire pay for that day. Example: An employee works 4 hours on a holiday. The employee would be paid 4 hours at time and a half and receive 8 hours of holiday pay.

12.2 Holidays are defined as:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
November 11th	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
*December 24	Day before Christmas (when Dec. 24 is a normal work day)
December 25	Christmas Day
Personal Day	Personal Day 0-3 Years of Service = 1 day 4-14 Years of Service = 2 days 15+ Years of Service = 3 days
Floating Day	4 hours

\* See 12.3

12.3 Christmas Eve shall be a holiday in those years that December 24 is a normal work day.

12.4 When New Years Day, Independence Day, Veterans Day, or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding day shall be a holiday. For purposes of determining work on a holiday in the circumstances set forth in this subsection, the calendar day of the holiday shall prevail.

12.5 A personal day must be used within the calendar year to which it applies and may not be carried forward to the following year. This day will be governed by the same rules as those for PTO except that a personal day may be used by a probationary employee. A personal day may not be segmented but must be used as a complete unit of time. The four (4) hour floating day may not be segmented and must be used as a complete unit of time.

A Personal Day or Floating Day must be requested in advance. Part-time employees shall receive prorated personal/floating days per Article 14.7.

## **ARTICLE 13 - Paid Time Off:**

- 13.1 Paid time off may be utilized for any purpose subject to the needs of the employer to retain appropriate staffing and service levels. Therefore it must be requested in advance, and its use is subject to pre-approval by the employee's supervisor. In those circumstances in which pre-approval could not be requested, the supervisor's approval must be sought as soon as reasonably possible. Unauthorized use of paid time off may be subject to disciplinary action.
- 13.2 Paid time off is credited each pay period and may not be used until it is posted to the employee's electronic pay summary.
- 13.3 The minimum request for paid time off shall be one-quarter (1/4) hour.
- 13.4 Paid time off shall not vest for purposes of use or banking under this policy until completion of the probationary period. However, probationary employees may use up to two (2) days of paid time off during the initial probationary period.
- 13.5 In the event an employee uses paid time off for their own medical treatments and/or a medical/surgical procedure that would impair the employee's ability to perform the essential functions of their job, the employee will be required to provide a return to work authorization form from their medical provider. The employee will turn the form into the Human Resources Office prior to the start of the employee's workday.
- 13.6 Employees receiving Worker's Compensation may use accrued paid time off or extended sick leave to make up the difference between what they are receiving and their regular salary.
- 13.7 An employee may retain up to forty (40) hours of paid time off and up to forty (40) hours of extended sick leave for use after returning from the unpaid leave of absence for medical reasons or pursuant to the FMLA or state parenting leave law. An employee will be eligible to receive donated leave only after the employee's accrued paid time off has been reduced to no more than three (3) days.
- 13.8 An employee taking an unpaid leave of absence granted by the County for other than medical reasons or the FMLA or state parenting leave law must use all accrued PTO hours before beginning the unpaid leave.
- 13.9 Employees will have paid time off credited to their account based on the following schedule:
- Regular part-time employees shall have paid time off credited to their account on a prorated rate.



Years	Day Earned/Per Month	Hours Earned/Pay Period
During the first and second years of employment	1.75	6.46
During the third and the fourth years of employment	2.00	7.38
During the fifth, sixth and seventh years of employment	2.25	8.31
During the eighth and ninth years of employment	2.42	8.94
During the tenth, eleventh, twelfth, thirteenth and fourteenth years of employment	2.58	9.53
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment	2.67	9.86
During the twentieth and all succeeding years of employment	2.75	10.15

Employees hired on or after January 1, 2014 can accumulate PTO up to a maximum of 1040 hours.

For employees hired prior to January 1, 2014, the maximum amount of PTO that can be accumulated by employees as of December 31 of each year is limited to 1200 hours. Any employee that has over 1200 hours on December 31, 2010 will be grandfathered. Employees that accumulate over 1200 hours in any particular year and do not have their PTO balance below 1200 hours by December 31 will have their balances adjusted to 1200 hours and any hours above 1200 will be forfeited.

- 13.10 Requests for PTO leave must be submitted to the employee's designated supervisor in advance of the absence requested. All PTO requests are subject to the supervisor's approval. The supervisor shall respond within a reasonable time to all requests.

If it is necessary for the employee's designated supervisor to disapprove a PTO leave request because the number of employee's within a unit requesting leave exceeds the number of employees the designated supervisor determines possible to grant leave to at any one time, the designated supervisor shall grant such requests on the basis of bargaining unit seniority if said leave is requested thirty (30) days or more prior to the date of leave. If the request is less than thirty (30) calendar days prior to the date of leave, the employee requesting leave first would then have rights to the leave. If two or more employees request leave at the same time during this period, bargaining unit seniority would prevail.

Requests for paid time off leave will not be unreasonably denied.

- 13.11 An employee may be authorized up to a maximum of three days as funeral leave days on the occasion of death in the employee's immediate family. "Immediate family" for the purpose of this section shall be defined as the employee's spouse/fiancé/significant other, children, parents, mother-in-law, father-in-law, brother, sister, brother in-law, sister in-law, grandparents and grandchildren or a ward of the employee's household.

This leave may be used as PTO or extended sick leave upon the employee's request. However, should the employee have 40 hours or less in PTO they may also select unpaid time off for this purpose.

- 13.12 An employee selected to be a pallbearer for a deceased employee of the County shall be allowed one day, with pay, not to be deducted from paid time off.

- 13.13 An employee may cash out or designate to their deferred compensation account paid time off by completing the appropriate form requesting such cash out in the calendar year preceding the year of the cash out, per IRS regulations. Cash out of paid time off must be made in whole hours. Following a cash out the employee must have a balance of at least eighty (80) hours and have used a block of at least forty (40) hours in the same calendar year. In no case can a cash out exceed the number of hours of PTO actually used in this period of time. The maximum cash out will also be limited to a set number of hours based upon the number of years of service the employee has with the County. The limits on cash out hours will be as follows:

Years of Service Completed with Stearns County	Maximum Hours Available to Cash Out Annually
1 completed year	10
2 completed years	20
3 completed years	30
4 and any additional completed years	40

13.14 **Severance Plan A:**

An employee may select either Plan A or B but the choice once made is irrevocable with the exception that an employee may change their choice one time provided that it is done at least two (2) years prior to leaving County service. A change made less than two (2) years prior to leaving County service shall not be effective and the severance would be paid out based on the previous choice.

After an employee has successfully completed probation, an employee who leaves the employment of the County in good standing shall be compensated for previously credited and unused hours of paid time off at the current rate of pay subject to the following rules:

- *100% of the first 525 hours at 100% of regular pay rate at time of resignation/retirement.*

The above amounts will be further limited by the following restrictions:

- *An employee with less than one year of service will be limited to no more than forty (40) hours regardless of the employee's current unused hours of paid time off.*
- *An employee with one (1) complete year of service but less than two (2) complete years will be limited to no more than one hundred (100) hours regardless of the employee's current unused hours of paid time off.*
- *An employee with two (2) complete years of service but less than three (3) complete years will be limited to no more than two hundred (200) hours regardless of the employee's current unused hours of paid time off.*
- *An employee with three (3) complete years of service but less than four (4) complete years will be limited to no more than three hundred (300) hours regardless of the employee's current unused hours of paid time off.*
- *An employee with four (4) complete years of service but less than five (5) complete years will be limited to no more than four hundred (400) hours regardless of the employee's current unused hours of paid time off.*
- *An employee with five (5) complete years of service but less than six (6) complete years will be limited to no more than five hundred (500) hours regardless of the employee's current unused hours of paid time off.*
- *An employee with six (6) or more complete years of service or more will be limited to no more than five hundred twenty-five (525) hours regardless of the employee's current unused hours of paid time off.*

### 13.15 **Severance Plan B:**

An employee may select either Plan A or B but the choice once made is irrevocable with the exception that an employee may change their choice one time provided that it is done at least two (2) years prior to leaving County service. A change made less than two (2) years prior to leaving County service shall not be effective and the severance would be paid out based on the previous choice.

An employee who chooses this plan and who leaves the employment of the County in good standing shall be compensated at the current rate of pay for any previously credited and unused hours of paid time off under one of the following rules:

- Any regular employee, who has at least ten years of service and whose effective date of employment was before June 1, 1983, shall be eligible for severance payment equal to 100% of previously credited and unused paid time off and 75%

of the employee's previously credited and unused extended sick leave with the combination of the two not to exceed 840 hours for separations occurring as a result of resignation in good standing or retirement based on disability as defined by the employee qualifying for PERA disability benefits.

- Any regular employee who has at least ten years of service and whose effective date of employment was before June 1, 1983, shall be eligible for severance payment equal to 100% of previously credited and unused paid time off and 100% of previously credited and unused extended sick leave with the combination of the two not to exceed 1184 hours for separations occurring as a result of death while a covered employee or retirement pursuant to retirement provisions applicable to PERA members.
- Any regular full-time employee or part-time employee whose effective date of employment was on or after June 1, 1983, shall be eligible for severance payment equal to 100% of previously credited and unused paid time off and 75% of previously credited and unused extended sick leave with the combination of the two not to exceed the total dollar amount of the regular rate of pay times 290 hours plus \$2,650, after at least ten (10) years of service, for separation due to death, retirement pursuant to PERA eligibility requirements, or resignation.

13.16 When an employee is eligible for a severance payment upon leaving County employment, the dollar amount will be calculated based on the severance plan selected by the employee and the method determined by that selection (13.14 or 13.15 above). After the dollar amount has been calculated, how it is paid will be determined by the following rules:

- If the employee has not completed three (3) years of continuous County service, the payment will be made directly to the employee.
- If the employee has completed three (3) years of continuous County service, the following chart will be used to determine what percentage of the payment will be made into the Voluntary Employee Beneficiary Association (VEBA) established by the County:

If your PTO accrued balance is less than 150 hours: 0 %  
If your PTO accrued balance is 150-200 hours: 25%  
If your PTO accrued balance is 201-250 hours: 50%  
If your PTO accrued balance is 251- 350 hours: 75%  
If your PTO accrued balance is more than 350 hours: 100%

13.17 The employee's paid time off balance at time of layoff will be reinstated, if they are recalled from layoff without having been paid the severance amounts noted above. This reinstatement will not occur if severance has been paid to the employee.

13.18 Following a layoff an employee may request severance payment no sooner than thirty days after the date of layoff. The employee may, however, choose to leave the severance

payment with the County until the layoff period expires. A layoff period expires after the employee has been on layoff for two (2) years.

- 13.19 Access to use of the Extended Sick Leave Bank will be restricted to those times in which an employee's absence is a minimum of two (2) full consecutive work days at which time the employee's absence will be charged to the Extended Sick Leave Bank to the extent that hours are in this account retroactive to the first day and the PTO charged to those days will be reinstated to the employee's PTO account. Once the minimum of two (2) consecutive work days threshold is met, if the employee is absent from work because of the same medical condition on an intermittent basis, access to the ESL Bank will be continued. The employer may request medical documentation supported by an actual doctor's visit in these instances.

Having met the above requirements, such leave may be used for illness, injury, disability, outpatient or inpatient treatment for physical/mental illness, alcoholism, or drug addiction. Such leave may be used for absences due to an illness of the following individuals:

- Spouse/Fiancé/Significant Other
- Children, minor or adult
- Parents
- Foster children
- Ward of the employee
- Person for whom the employee is a conservator or guardian

AND

the employee is required to participate in medical examinations and/or is involved in the care and/or course of treatment of the illness. Extended sick leave may not be used to provide daycare services for healthy individuals, or to simply provide transportation services to those listed above.

- 13.20 The current Deferred Sick Leave Bank that an employee may have will be frozen. It will be available for use only when all but forty (40) hours the employee has accrued as paid time off and any hours in the Extended Sick Leave Bank are exhausted. Its use will be subject to the same restrictions as that placed on the Extended Sick Leave Bank.

Deferred Sick Leave Bank Balances (this was previously accrued sick leave in excess of 800 hours) shall not be used to determine severance pay in any manner for any employee.

## **ARTICLE 14 - Insurance Benefits:**

- 14.1 The Employer will offer a cafeteria benefit package to employees. This will allow employees to select those benefits most appropriate for their individual circumstances. It will also include but not be limited to health insurance, pre-tax dollars for health care and childcare needs and deferred compensation

The Employer's monthly contribution toward the Cafeteria Plan will be as follows:

Effective January 1, 2016: Single contribution \$855; Family contribution \$900.  
Effective January 1, 2017: Single contribution \$855; Family contribution \$925.

Health Insurance Reopener (upon Employer notification of premium rates) in 2017 for 2018.

All employees must, at a minimum, select the core benefit requirements.

All members of the bargaining unit shall receive \$200 in a VEBA account in July of each year of the contract.

- 14.2 Any employee who retires shall be eligible to continue group health insurance coverage for himself/herself and his/her dependents if such dependents were covered during the last year of employment, provided that he/she agrees to pay all premium costs required to continue such coverage (subject to any Employer contribution that may be provided pursuant to Section 14.8). This coverage shall be maintained for the life of the retired employee or until Medicare eligible unless he/she fails to make the necessary payments on a monthly basis.
- 14.3 The Employer agrees to continue group life insurance benefits with term life insurance coverage of \$50,000, or the amount in County policy if greater, for each full-time employee effective the first of the month following the County Board's signing of the contract. Employees may choose dependent life coverage as provided in the cafeteria benefit package.
- 14.4 The Employer agrees to provide defense for any covered employee against judgments or any amounts paid in settlement actually and reasonably incurred in connection with any tort claim or demand arising out of an alleged act or omission occurring within the scope of his/her employment duties, subject to the limitations set forth in MS 466.04. The Employer will not indemnify pursuant to this policy in the case of malfeasance in office or willful or wanton neglect of duty. The Employer will further defend, save harmless and indemnify any covered employee against any tort claim or demand, whether groundless or otherwise, arising out of alleged act or omission occurring in the performance of duty to the extent of insurance coverage available and in force for this purpose.
- 14.5 All employees shall be covered with a long-term, lost time policy to provide a monthly benefit based on 50% of current annual salary to a maximum of \$1,000 a month under the provisions of the contract set forth by the provider. This basic loss of time policy will be

paid for by the County, with the option of the employee to buy additional like policies at his/her own expense to the extent provided in the cafeteria benefit package. Under this plan, the employee will also have an opportunity to increase their coverage to 60% of salary to a maximum of \$5,000 to age 65.

- 14.6 All employees shall be covered with a short-term (up to six month) loss of time insurance policy, to pay \$100 per month in case of sickness or injury off the job. These monthly benefits shall be reduced by any amounts paid or payable under Worker's Compensation, the primary disability provisions of the Federal Social Security Act and the Public Employees Retirement Act. However, in no event will less than Fifty and no/100 (\$50.00) dollars monthly be payable. This loss of time policy will be paid for by the County, with the option for the employee to buy additional like policies at his/her own expense to the extent provided in the cafeteria benefit package.
- 14.7 Part-time employees who work 20-29 (twenty to twenty-nine) budgeted hours per week will receive prorated PTO, holidays, cafeteria benefits and longevity at 60%.
- Part-time employees who work 30 (thirty) or more budgeted hours per week will receive PTO, holidays, cafeteria benefits and longevity at 100%
- 14.8 The County will provide a \$1,000 lump sum payment to VEBA after fifteen (15) years of service following an eligible employee's retirement. In order to be eligible for this benefit, an employee must have at least fifteen (15) years of continuous and benefit earning experience with the County prior to retirement and must be receiving PERA pension benefits.
- 14.9 With respect to the employer shared responsibility requirements found in Section 4980H of the Internal Revenue Code, the County reserves the right to provide group medical coverage in addition to the coverage described herein in order to manage the potential penalties to which the County may be subject. Such coverage, in addition to the coverage described herein, will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

**ARTICLE 15 - Leave Of Absence:**

15.1 It is the policy of Stearns County to grant a leave of absence without pay to employees for personal, physical or mental illness, injury, disability, chemical dependency treatment, and family leave.

15.2 Eligibility:

An employee must work an average of 20 hours or more per week and have completed the probationary period for new employees. The employee also must have been employed by Stearns County for at least 6 months prior to the leave without pay.

15.3 Authorization:

- A) The employee shall submit a written request for a leave of absence without pay to the department director at the earliest possible date indicating the anticipated dates of the absence and the reasons therefore.
- B) The department director shall be responsible for approving requests for a leave of absence.

- 1. A leave of absence without pay shall be granted only if an employee has exhausted all but one week of PTO for medical leave or for non medical leave accruals. Once an employee chooses to go into a non-pay status, they may not return to a pay status for leave until after they have returned to work.
- 2. If applicable, the department director may require the employee to submit a physician's written statement at any time citing that the employee is unable to work due to a personal physical or mental illness, injury, disability treatment of chemical dependency, and the projected date of return to work.
- 3. The department director shall consider the importance or necessity of the request.
- 4. The department director shall consider the workload and staffing of the department prior to approving the request.
- 5. The department director shall consider the employee's length of employment and attendance record.

C) Authorized requests shall be filed in the employee's personnel file.

D) Authorization for a leave of absence without pay is tentative. The department director may contact the employee to return to work within a reasonable amount of time prior to the end of the authorized leave period.

15.4 Length of Leave:

A leave of absence without pay may be granted for a maximum of one (1) year except that family leave may not exceed twelve (12) weeks in any 12 month period.

15.5 Affect on Benefits and Leaves:



- A) With the exceptions provided for in 15.6, health and/or life insurance coverage may be continued for the maximum period of time allowed by COBRA if the employee makes full premium payments to the Human Resources Department one month in advance of the coverage.
- B) Pension benefits shall discontinue during an unpaid leave of absence.
- C) PTO shall not accrue during an unpaid leave of absence of over 160 hours.
- D) Holidays shall not be paid during an unpaid leave of absence of over 160 hours; however, in no case shall an employee who is not in pay status the day before and the day after a holiday receive holiday pay.
- E) Seniority shall not accrue during an unpaid leave of absence of over 160 hours.
- F) The employee's salary review date shall be moved according to the length of the unpaid leave of absence, which exceeds 160 hours.
- G) The employee on leave without pay for medical reasons must furnish the Employer with a written physician's statement verifying the employee's illness or medical problem and a statement approving the employee's ability to perform his/her work functions before reinstatement.
- H) If an employee enters non-pay status on or before the 15th of the month, the County will contribute towards insurance for that month. However, the employee will be totally responsible for the cost of the insurance for the following month(s).

If an employee enters non-pay status after the 15th of the month, the County would contribute to the insurance for that month and the following month. The month(s) after that, if the employee were still not able to return to work, the insurance would be totally the employee's responsibility.

If an employee returns to pay status on or before the 15th of the month, the County would contribute its share of the insurance contribution provided that the employee worked at least ten (10) days that month or had time on the time sheets for which pay is provided under the personnel policies or union contract.

If the employee returns to pay status after the 15th of the month, the employee still pays for that month, but the County will provide its contribution beginning with the following month.

#### 15.6 Reinstatement and Termination During a Leave of Absence without pay:

- A) An employee returning from a leave of absence shall be reinstated to the original classification.
- B) An employee exceeding the authorized leave period without giving proper notice shall be considered to have voluntarily terminated without the proper notice; however, an employee giving proper termination notice within the authorized leave period shall be eligible for termination benefits.
- C) An employee exceeding the authorized leave period without giving proper notice shall be dismissed.

An employee, by agreement with the department director, may return to work part-time during the leave period without forfeiting the right to return to employment at the end of

the leave period.

15.7 Family Leave:

An employee may take a family leave for a period not to exceed twelve (12) weeks in one year.

This leave may be requested for maternity, paternity, adoption, or a leave provided for by statute by contacting Human Resources.

Employees may use their earned accumulated extended sick leave bank and/or PTO, (as provided in 13.20) compensatory and personal day(s) during their absence. However, the total combination of paid and unpaid leave may not exceed twelve (12) weeks without specific department director approval.

Insurance premiums paid by the employer will be governed by the Family Medical Leave Act.

15.8 Military Leave:

Employees shall be entitled to military leaves of absence and reinstatement in accordance with law.

The employee must present a copy of the orders to the department director and Human Resources Director.

15.9 Special Conditions:

The Human Services Administrator may grant an employee's request for time off from work without pay if the employee is not eligible for extended sick leave or paid time off due to:

- A) Probationary status employee,
- B) Requests for paid time off in excess of present accrual,
- C) Requests for leave without pay are less than ten (10) consecutive working days.

15.10 An employee may request and may be allowed up to 40 hours per year as a leave of absence without pay to perform national or international service work. All other leaves do not have to be exhausted to make such a request.

15.11 Employees subpoenaed as witnesses in connection with County employment or called for jury duty shall receive their regular compensation and other benefits less the amount of jury or witness fees. Employees shall notify their supervisor when served with a subpoena or notice of jury duty. Any fees received shall be remitted to the County Treasurer following receipt by the employee. Employees shall return to their regular work duties if released from court duty during their scheduled hours of work.

- 15.12 Leaves of absence for professional conferences and workshops, as well as provisions relating to training and development contained in the Employer Personnel Manual, Section 16, under the heading, "Training and Development," shall be applicable to the employees included in this Agreement.
- 15.13 An employee may attend up to sixteen (16) hours of training/conferences/seminars each year at their own expense. The sixteen (16) hours may be used in two (2) hour blocks. The particular seminar, which must be eligible for CEU's/Hours/Credits, will need employer approval with regard to time and location. Cost for attending will be paid by the employee. The employer will compensate the employee for an eight hour work day unless the training was for less than eight (8) hours. This payment will not be charged against the educational budget of that unit.
- 15.14 Employees may be permitted to take Enhanced Time Off (ETO), without pay, under the conditions outlined in the Stearns County Enhanced Time Off Program. Approval/denial would be required by the supervisor, division director and department director.

**ARTICLE 16 - Compensation Plan:**

16.1 Employees shall be compensated in accordance with the compensation range tables attached hereto and hereby made a part of this Agreement.

- A) January 1, 2016 – 2% general adjustment
- B) January 1, 2017 – 2.25% general adjustment
- C) January 1, 2018 – 2.5% general adjustment

Step increases will occur on the anniversary date of the employee.

A) Promotions

If an employee is promoted to a higher grade, the employee will be moved to the step of that grade that is at least 6 (six) % higher than current salary. (This may mean someone who was a step J might end up at step C on their new position's steps.) In no case shall such movement result in a rate which is beyond the range of the grade for the position. The individual employee will then move through the steps of the new position in an orderly annual process.

However, if an employee is promoted to a position/grade that they have previously held within the past 24 months, this provision shall not apply. The employee shall be placed on the appropriate step had they not left the position.

B) Part Time Employees

Employees who are not full time will not earn steps in the same manner as the above rules have laid out. The basis of earning steps is predicated upon the employee having fulfilled working as a County employee for the equivalent of a full work year, or 2080 hours. This number includes all holidays to which employees are entitled. Employees who do not work full time must meet the same criteria for earning steps as full-time employees do. In other words, they must work 2080 hours before receiving a step.

16.3 All employees will be paid by direct deposit at the County's option.

16.4 Employees will be paid at a higher rate after thirty (30) consecutive calendar days of working out of class.

16.5 Employees shall be eligible for movement on the applicable range on the anniversary date of employment as follows:

The employee must receive a satisfactory evaluation by the department. Such evaluation shall be grievable, except that arbitration (grievance step 4) shall not be available.

16.6 In the event a position is upgraded to a new pay level through reclassification, the incumbent shall receive a grade increase. In no case may the increase in pay exceed the maximum of the new range. Such reclassification shall not change the anniversary date of the employee involved.

16.7 In the event an employee takes a voluntary demotion the employee shall be placed on an equal step or if no step is equal placed on the next step below their current wages. If an employee is eligible for the top step of the new grade the employee shall be placed on the top step. In no case will the employee receive more than the top step of the new grade. In no case shall a demotion result in an increase in wages.

In the event an employee is demoted for disciplinary reasons, the salary of the individual shall be reduced by an amount equivalent to the result which would have occurred had the person been promoted in the same situation (a demotion shall be treated as a reverse promotion and the placement of the individual on the demoted range shall be in the same format and level as through the person had been promoted from that range to the dollar amount from which demoted.)

In the event a position is reclassified downward, Union and Management will meet to discuss the impact on compensation.

16.8 Nothing in this agreed upon compensation plan shall restrict the Employer from placing a new employee at any point up to the midpoint of the applicable range except that no person shall be placed above the start in a form which would result in placement above other persons in that classification with substantially equivalent education and experience. This provision shall not apply to current County employees.

16.9 Longevity System: In addition to base salary, eligible employees with five (5) years or more of service as of November 30 shall receive longevity payments. Longevity payments shall be made once per year, with the first payroll in December, except that longevity payments shall be prorated and paid in the event of separation prior to the normal annual payment date.

16.10 A) Payments shall be based on the following schedule:

<b>Years of Service</b>	
After 5 years	\$300
After 6 years	\$310
After 7 years	\$320
After 8 years	\$330
After 9 years	\$340
After 10 years	\$350
After 11 years	\$360
After 12 years	\$400
After 13 years	\$420
After 14 years	\$430
After 15 years	\$430

After 16 years	\$430
After 17 years	\$430
After 18 years	\$450
After 19 years	\$470
After 20 years	\$490
After 21 years	\$500
After 22 years	\$520
After 23 years	\$550
After 24 years	\$550
After 25 years	\$550
After 26 years	\$570
After 27 years	\$590
After 28 years	\$610
After 29 years	\$630
After 30 years	\$650

- B) Longevity payments to part-time employees shall be based on the same prorating formula used in 14.7 provided the employee has worked for the County for a minimum of five (5) years.

After ten (10) years of full-time employment, employees will be recognized at the appropriate years of service for deferred compensation if they change to part-time status.

- C) Eligible employees with one (1) year or more of service who have not already chosen to participate shall have a one-time choice prior to November 1, in each year of this contract, to select a deferred compensation match at the rates shown below (employees who do not notify Human Resources of their selection will continue to receive longevity). There will be no requirement for "new" dollars to be designated in addition to what the employee is already designating. Employee may receive a partial match if they contributed less than the full amount for which they could have been eligible. In order to receive the matching dollars, the employee would need to contribute a like amount based on years of service. While an employee could receive less than s/he was eligible for, in no case could s/he receive more, regardless of how many dollars the employee had contributed to deferred compensation. Any employee who is contributing the IRS maximum to deferred compensation, will receive their match as a "cash" payment based on the Deferred Compensation Match Schedule for their years of service. All new employees will be eligible only for the deferred compensation match.
- D) Each employee with a date of employment on or after 1/1/00 and each employee electing a match pursuant to 16.10 C above shall receive deferred compensation match annually after one (1) year of service based on the schedule E below. (This benefit replaces the longevity benefit set forth in 16.10 A above.)

E) Deferred Compensation Match Schedule:

<b>Years of Service</b>	<b>2016</b>	<b>2017 &amp; 2018</b>
After 1 year	\$100	\$200
After 2 years	\$100	\$200
After 3 years	\$100	\$200
After 4 years	\$100	\$200
After 5 years	\$700	\$800
After 6 years	\$710	\$810
After 7 years	\$720	\$820
After 8 years	\$730	\$830
After 9 years	\$740	\$840
After 10 years	\$750	\$850
After 11 years	\$760	\$860
After 12 years	\$770	\$870
After 13 years	\$780	\$880
After 14 years	\$840	\$940
After 15 years	\$875	\$975
After 16 years	\$885	\$985
After 17 years	\$895	\$995
After 18 years	\$905	\$1,005
After 19 years	\$915	\$1,015
After 20 years	\$925	\$1,025
After 21 years	\$945	\$1,045
After 22 years	\$965	\$1,065
After 23 years	\$985	\$1,085
After 24 years	\$1,005	\$1,105
After 25 years	\$1,050	\$1,150
After 26 years	\$1,070	\$1,170
After 27 years	\$1,090	\$1,190
After 28 years	\$1,110	\$1,210
After 29 years	\$1,130	\$1,230
After 30 years	\$1,150	\$1,250
After 31 years	\$1,170	\$1,270
After 32 years	\$1,190	\$1,290

16.11 The cost to employees for parking in the County parking facilities (UBC lot, Zapp lot and the ramp) will not increase unless the total cost to the County in 2016 through 2018 increases by more than an additional Fifteen Dollars (\$15.00) per month. Any increase over that limit will be deducted from the pay of employees.

16.12 Employees required by the Employer to use their own automobile to perform regular work functions shall receive mileage allowance. The mileage rate shall follow current IRS regulations.

The extra mileage payment will be deleted. In exchange, all employees in the bargaining

unit will receive a \$100 VEBA contribution in January of each year.

- 16.13 A shift differential will be paid to Human Services employees assigned to the Jail for regular shifts after 4:30 p.m. The shift differential from 4:30 p.m. to 8 a.m. will be Eighty Cents (\$0.80) per hour.
- 16.14 A signing bonus may be paid to a public health nurse in those situations in which in the sole judgment of the Human Resources Director no acceptable candidates can be found without using a signing bonus approach. The amount of the bonus will also be at the sole discretion of the Human Resources Director. Such bonus would not be available to any previous County employee unless they had been gone from County employment for a minimum of one year. The dollars paid in this manner shall not be regarded as causing a violation of article 16.8.
- 16.15 The County will pay for required RN licensure renewal.
- 16.16 The Employer and Union have discovered that from time to time, payroll disbursements have been in error and that correcting payroll errors is important. The Employer and Union have established a uniform payroll correction procedure to promptly correct any inaccurate payroll distributions.

Each employee will repay the County for any excess payroll disbursement issued to them. The Employee and Employer will mutually agree to a payment plan within sixty (60) calendar days of discovery of such error. If there is not mutual agreement to a payment plan within sixty (60) calendar days, the amount will be payroll deducted on the next payroll. This timeframe may be extended by mutual agreement.

The County will pay each employee any deficient payroll disbursements withheld or due to that employee as part of the payroll disbursements on the next scheduled payroll based on the posted payroll schedule.



**ARTICLE 17 – Safety:**

- 17.1 The Employer and all employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates Federal and State safety standards, the matter shall be immediately considered by the Employer. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth in this Agreement.
- 17.2 First aid kits shall be stocked and placed in designated areas.
- 17.3 All employees who are injured during the course of their employment shall file an accident report with the designated supervisor, regardless of how slight the injury, on forms furnished by the Employer.
- 17.4 In the interest of the work safety of individuals, co-workers, and others, the Employer may require employees to undergo a medical evaluation that will enable the Employer to determine the employee's fitness for performance of his/her duties.
- 17.5 Employees required to have a physical examination as part of their employment shall have such examination paid for, plus be allowed time off for taking such examination.
- 17.6 Employees who fail to follow established safety procedures will subject to disciplinary action.
- 17.7 Any changes that pertain to testing in the Alcohol and Drug Use policy set forth in the Stearns County Personnel Policy adopted in January 1998, shall be negotiated between the union and the employer.

**ARTICLE 18 - Savings Clause:**

- 18.1 This Agreement is subject to the laws of the United States and of the State of Minnesota. 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 provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party to this Agreement.

**ARTICLE 19 - Complete Agreement And Waiver Of Bargaining:**

- 19.1 This Agreement shall represent the complete agreement between the Union and the Employer.
- 19.2 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.



2% General Adjustment

5% between Grades

Contract Year 2016

Grades	Steps													
	A	B	C	D	E	F	G	H	I	J	K	L	M	
		1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.04	1.04	1.04	
1	Hourly	\$9,9907	\$10,2904	\$10,5991	\$10,9171	\$11,2446	\$11,5820	\$11,9284	\$12,2873	\$12,6559	\$13,0356	\$13,5570	\$14,0993	\$14,6633
	Annual	20,781	21,404	22,046	22,708	23,389	24,091	24,813	25,558	26,324	27,114	28,199	29,327	30,500
2	Hourly	\$10,4902	\$10,8050	\$11,1291	\$11,4630	\$11,8069	\$12,1611	\$12,5259	\$12,9017	\$13,2887	\$13,6874	\$14,2349	\$14,8043	\$15,3965
	Annual	21,820	22,474	23,149	23,843	24,558	25,295	26,054	26,835	27,641	28,470	29,609	30,793	32,025
3	Hourly	\$11,0148	\$11,3452	\$11,6856	\$12,0361	\$12,3972	\$12,7691	\$13,1522	\$13,5468	\$13,9532	\$14,3718	\$14,9466	\$15,5445	\$16,1663
	Annual	22,911	23,598	24,306	25,035	25,786	26,560	27,357	28,177	29,023	29,893	31,089	32,333	33,626
4	Hourly	\$11,5655	\$11,9125	\$12,2698	\$12,6379	\$13,0171	\$13,4076	\$13,8098	\$14,2241	\$14,6508	\$15,0904	\$15,6940	\$16,3217	\$16,9746
	Annual	24,056	24,778	25,521	26,287	27,076	27,888	28,724	29,586	30,474	31,388	32,643	33,949	35,307
5	Hourly	\$12,1438	\$12,5081	\$12,8833	\$13,2698	\$13,6679	\$14,0780	\$14,5003	\$14,9353	\$15,3834	\$15,8449	\$16,4787	\$17,1378	\$17,8233
	Annual	25,259	26,017	26,797	27,601	28,429	29,282	30,161	31,065	31,997	32,957	34,276	35,647	37,073
6	Hourly	\$12,7510	\$13,1335	\$13,5275	\$13,9333	\$14,3513	\$14,7819	\$15,2253	\$15,6821	\$16,1525	\$16,6371	\$17,3026	\$17,9947	\$18,7145
	Annual	26,522	27,318	28,137	28,981	29,851	30,746	31,669	32,619	33,597	34,605	35,989	37,429	38,926
7	Hourly	\$13,3885	\$13,7902	\$14,2039	\$14,6300	\$15,0689	\$15,5210	\$15,9886	\$16,4682	\$16,9602	\$17,4690	\$18,1677	\$18,8944	\$19,6502
	Annual	27,848	28,684	29,544	30,430	31,343	32,284	33,252	34,250	35,277	36,335	37,789	39,300	40,872
8	Hourly	\$14,0579	\$14,4797	\$14,9141	\$15,3615	\$15,8223	\$16,2970	\$16,7859	\$17,2895	\$17,8082	\$18,3424	\$19,0761	\$19,8392	\$20,6327
	Annual	29,241	30,118	31,021	31,952	32,910	33,898	34,915	35,962	37,041	38,152	39,678	41,265	42,916
9	Hourly	\$14,7608	\$15,2037	\$15,6598	\$16,1296	\$16,6134	\$17,1118	\$17,6252	\$18,1540	\$18,6986	\$19,2595	\$20,0299	\$20,8311	\$21,6644
	Annual	30,703	31,624	32,572	33,549	34,556	35,593	36,660	37,760	38,893	40,060	41,662	43,329	45,062
10	Hourly	\$15,4989	\$15,9638	\$16,4428	\$16,9360	\$17,4441	\$17,9674	\$18,5065	\$19,0617	\$19,6335	\$20,2225	\$21,0314	\$21,8727	\$22,7476
	Annual	32,238	33,205	34,201	35,227	36,284	37,372	38,493	39,648	40,838	42,063	43,745	45,495	47,315
11	Hourly	\$18,2738	\$18,7620	\$19,2649	\$19,7828	\$20,3163	\$20,8658	\$21,4318	\$20,0147	\$20,6152	\$21,2336	\$22,0830	\$22,9663	\$23,8850
	Annual	33,850	34,865	35,911	36,988	38,098	39,241	40,418	41,631	42,880	44,166	45,933	47,770	49,681
12	Hourly	\$17,0875	\$17,6001	\$18,1281	\$18,6720	\$19,2321	\$19,8091	\$20,4034	\$21,0155	\$21,6459	\$22,2953	\$23,1871	\$24,1146	\$25,0792
	Annual	35,542	36,608	37,707	38,838	40,003	41,203	42,439	43,712	45,024	46,374	48,229	50,158	52,165
13	Hourly	\$17,9419	\$18,4801	\$19,0345	\$19,6056	\$20,1937	\$20,7996	\$21,4235	\$22,0663	\$22,7282	\$23,4101	\$24,3465	\$25,3204	\$26,3332
	Annual	37,319	38,439	39,592	40,780	42,003	43,263	44,561	45,898	47,275	48,693	50,641	52,666	54,773
14	Hourly	\$18,8390	\$19,4041	\$19,9863	\$20,5859	\$21,2034	\$21,8395	\$22,4947	\$23,1696	\$23,8647	\$24,5806	\$25,5638	\$26,5864	\$27,6498
	Annual	39,185	40,361	41,571	42,819	44,103	45,426	46,789	48,193	49,638	51,128	53,173	55,300	57,512
15	Hourly	\$19,7809	\$20,3744	\$20,9856	\$21,6152	\$22,2636	\$22,9315	\$23,6195	\$24,3280	\$25,0579	\$25,8096	\$26,8420	\$27,9157	\$29,0323
	Annual	41,144	42,379	43,650	44,960	46,308	47,698	49,128	50,602	52,120	53,684	55,831	58,065	60,387
16	Hourly	\$20,7700	\$21,3931	\$22,0349	\$22,6959	\$23,3768	\$24,0781	\$24,8004	\$25,5444	\$26,3108	\$27,1001	\$28,1841	\$29,3115	\$30,4839
	Annual	43,202	44,498	45,833	47,207	48,624	50,082	51,585	53,132	54,726	56,368	58,623	60,968	63,407
17	Hourly	\$21,8085	\$22,4627	\$23,1366	\$23,8307	\$24,5456	\$25,2820	\$26,0405	\$26,8217	\$27,6263	\$28,4551	\$29,5933	\$30,7770	\$32,0081
	Annual	45,362	46,722	48,124	49,568	51,055	52,587	54,164	55,789	57,463	59,187	61,554	64,016	66,577
18	Hourly	\$22,8989	\$23,5859	\$24,2934	\$25,0222	\$25,7729	\$26,5461	\$27,3425	\$28,1628	\$29,0076	\$29,8779	\$31,0730	\$32,3159	\$33,6085
	Annual	47,630	49,059	50,530	52,046	53,608	55,216	56,872	58,579	60,336	62,146	64,632	67,217	69,906
19	Hourly	\$24,0438	\$24,7652	\$25,5081	\$26,2734	\$27,0616	\$27,8734	\$28,7096	\$29,5709	\$30,4580	\$31,3718	\$32,6266	\$33,9317	\$35,2890
	Annual	50,011	51,512	53,057	54,649	56,288	57,977	59,716	61,507	63,353	65,253	67,863	70,578	73,401
20	Hourly	\$25,2460	\$26,0034	\$26,7835	\$27,5870	\$28,4146	\$29,2671	\$30,1451	\$31,0494	\$31,9809	\$32,9403	\$34,2580	\$35,6283	\$37,0534
	Annual	52,512	54,087	55,710	57,381	59,102	60,876	62,702	64,583	66,520	68,516	71,257	74,107	77,071

2% General Adjustment

5% between Grades

Contract Year 2016

Grades		Steps												
		A	B	C	D	E	F	G	H	I	J	K	L	M
		1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.04	1.04	1.04
21	Hourly	\$26,5083	\$27,3036	\$28,1227	\$28,9664	\$29,8354	\$30,7304	\$31,6523	\$32,6019	\$33,5800	\$34,5874	\$35,9709	\$37,4097	\$38,9061
	Annual	55,137	56,791	58,495	60,250	62,058	63,919	65,837	67,812	69,846	71,942	74,819	77,812	80,925
22	Hourly	\$27,8337	\$28,6688	\$29,5288	\$30,4147	\$31,3271	\$32,2669	\$33,2350	\$34,2320	\$35,2590	\$36,3167	\$37,7694	\$39,2802	\$40,8514
	Annual	57,894	59,631	61,420	63,263	65,160	67,115	69,129	71,203	73,339	75,539	78,560	81,703	84,971
23	Hourly	\$29,2254	\$30,1022	\$31,0053	\$31,9354	\$32,8935	\$33,8803	\$34,8967	\$35,9436	\$37,0219	\$38,1326	\$39,6579	\$41,2442	\$42,8940
	Annual	60,789	62,613	64,491	66,426	68,418	70,471	72,585	74,763	77,006	79,316	82,488	85,788	89,219
24	Hourly	\$30,6867	\$31,6073	\$32,5555	\$33,5322	\$34,5382	\$35,5743	\$36,6415	\$37,7408	\$38,8730	\$40,0392	\$41,6408	\$43,3064	\$45,0386
	Annual	63,828	65,743	67,715	69,747	71,839	73,995	76,214	78,501	80,856	83,282	86,613	90,077	93,680
25	Hourly	\$32,2210	\$33,1877	\$34,1833	\$35,2088	\$36,2651	\$37,3530	\$38,4736	\$39,6278	\$40,8167	\$42,0412	\$43,7228	\$45,4717	\$47,2906
	Annual	67,020	69,030	71,101	73,234	75,431	77,694	80,025	82,426	84,899	87,446	90,943	94,581	98,364
26	Hourly	\$33,8321	\$34,8471	\$35,8925	\$36,9692	\$38,0783	\$39,2207	\$40,3973	\$41,6092	\$42,8575	\$44,1432	\$45,9089	\$47,7453	\$49,6551
	Annual	70,371	72,482	74,656	76,896	79,203	81,579	84,026	86,547	89,144	91,818	95,491	99,310	103,283
27	Hourly	\$35,5237	\$36,5894	\$37,6871	\$38,8177	\$39,9822	\$41,1817	\$42,4172	\$43,6897	\$45,0004	\$46,3504	\$48,2044	\$50,1326	\$52,1379
	Annual	73,889	76,106	78,389	80,741	83,163	85,658	88,228	90,875	93,601	96,409	100,265	104,276	108,447
28	Hourly	\$37,2999	\$38,4189	\$39,5714	\$40,7586	\$41,9813	\$43,2408	\$44,5380	\$45,8742	\$47,2504	\$48,6679	\$50,6146	\$52,6392	\$54,7448
	Annual	77,584	79,911	82,309	84,778	87,321	89,941	92,639	95,418	98,281	101,229	105,278	109,490	113,869
29	Hourly	\$39,1649	\$40,3398	\$41,5500	\$42,7965	\$44,0804	\$45,4028	\$46,7649	\$48,1679	\$49,6129	\$51,1013	\$53,1453	\$55,2711	\$57,4820
	Annual	81,463	83,907	86,424	89,017	91,687	94,438	97,271	100,189	103,195	106,291	110,542	114,964	119,563
30	Hourly	\$41,1231	\$42,3568	\$43,6275	\$44,9363	\$46,2844	\$47,6730	\$49,1032	\$50,5763	\$52,0935	\$53,6563	\$55,8026	\$58,0347	\$60,3561
	Annual	85,536	88,102	90,745	93,468	96,272	99,160	102,135	105,199	108,355	111,605	116,069	120,712	125,541
31	Hourly	\$43,1793	\$44,4747	\$45,8089	\$47,1832	\$48,5987	\$50,0566	\$51,5583	\$53,1051	\$54,6982	\$56,3392	\$58,5927	\$60,9364	\$63,3739
	Annual	89,813	92,507	95,283	98,141	101,085	104,118	107,241	110,459	113,772	117,185	121,873	126,748	131,818
32	Hourly	\$45,3382	\$46,6984	\$48,0993	\$49,5423	\$51,0286	\$52,5595	\$54,1362	\$55,7603	\$57,4331	\$59,1561	\$61,5224	\$63,9833	\$66,5426
	Annual	94,304	97,133	100,047	103,048	106,139	109,324	112,603	115,981	119,461	123,045	127,967	133,085	138,409
33	Hourly	\$47,6052	\$49,0333	\$50,5043	\$52,0194	\$53,5800	\$55,1874	\$56,8430	\$58,5483	\$60,3048	\$62,1139	\$64,5985	\$67,1824	\$69,8697
	Annual	99,019	101,989	105,049	108,200	111,446	114,790	118,234	121,781	125,434	129,197	134,365	139,739	145,329
34	Hourly	\$49,9854	\$51,4850	\$53,0295	\$54,6204	\$56,2590	\$57,9468	\$59,6852	\$61,4758	\$63,3200	\$65,2196	\$67,8284	\$70,5415	\$73,3632
	Annual	103,970	107,089	110,301	113,610	117,019	120,529	124,145	127,870	131,706	135,657	141,083	146,726	152,595
35	Hourly	\$52,4847	\$54,0592	\$55,6810	\$57,3514	\$59,0720	\$60,8441	\$62,6695	\$64,5495	\$66,4860	\$68,4806	\$71,2198	\$74,0686	\$77,0314
	Annual	109,168	112,443	115,816	119,291	122,870	126,556	130,352	134,263	138,291	142,440	148,137	154,063	160,225
36	Hourly	\$55,1089	\$56,7622	\$58,4651	\$60,2190	\$62,0256	\$63,8863	\$65,8029	\$67,7770	\$69,8103	\$71,9046	\$74,7808	\$77,7721	\$80,8829
	Annual	114,627	118,065	121,607	125,256	129,013	132,884	136,870	140,976	145,205	149,562	155,544	161,766	168,237
37	Hourly	\$57,8644	\$59,6003	\$61,3883	\$63,2300	\$65,1269	\$67,0807	\$69,0931	\$71,1659	\$73,3008	\$75,4999	\$78,5199	\$81,6607	\$84,9271
	Annual	120,358	123,969	127,688	131,518	135,464	139,528	143,714	148,025	152,466	157,040	163,321	169,854	176,648
38	Hourly	\$60,7576	\$62,5803	\$64,4577	\$66,3915	\$68,3832	\$70,4347	\$72,5477	\$74,7242	\$76,9659	\$79,2749	\$82,4459	\$85,7437	\$89,1734
	Annual	126,376	130,167	134,072	138,094	142,237	146,504	150,899	155,426	160,089	164,892	171,487	178,347	185,481
39	Hourly	\$63,7955	\$65,7093	\$67,6806	\$69,7110	\$71,8024	\$73,9564	\$76,1751	\$78,4604	\$80,8142	\$83,2386	\$86,5662	\$90,0309	\$93,6321
	Annual	132,695	136,675	140,776	144,999	149,349	153,829	158,444	163,198	168,093	173,136	180,062	187,264	194,755
40	Hourly	\$66,9852	\$68,9948	\$71,0646	\$73,1966	\$75,3925	\$77,6542	\$79,9839	\$82,3834	\$84,8549	\$87,4005	\$90,8966	\$94,5324	\$98,3137
	Annual	139,329	143,509	147,814	152,249	156,816	161,521	166,366	171,357	176,498	181,793	189,065	196,627	204,493

2% General Adjustment

5% between Grades

Contract Year 2016

Grades		Steps												
		A	B	C	D	E	F	G	H	I	J	K	L	M
		1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.04	1.04	1.04	
24	Hourly	\$32,4571	\$33,4308	\$34,4337	\$35,4667	\$36,5307	\$37,6267	\$38,7555	\$39,9181	\$41,1157	\$42,3491	\$44,0431	\$45,8048	\$47,6370
	Annual	67,511	69,536	71,622	73,771	75,984	78,263	80,611	83,030	85,521	88,086	91,610	95,274	99,085
24.5	Hourly	\$33,1210	\$34,1146	\$35,1381	\$36,1922	\$37,2780	\$38,3963	\$39,5482	\$40,7346	\$41,9567	\$43,2154	\$44,9440	\$46,7418	\$48,6114
	Annual	68,892	70,958	73,087	75,280	77,538	79,864	82,260	84,728	87,270	89,888	93,484	97,223	101,112
28	Hourly	\$39,4518	\$40,6354	\$41,8544	\$43,1100	\$44,4034	\$45,7355	\$47,1075	\$48,5207	\$49,9764	\$51,4757	\$53,5347	\$55,6761	\$57,9031
	Annual	82,060	84,522	87,057	89,669	92,359	95,130	97,984	100,923	103,951	107,069	111,352	115,806	120,438
29	Hourly	\$42,2717	\$43,5399	\$44,8461	\$46,1914	\$47,5772	\$49,0045	\$50,4746	\$51,9889	\$53,5485	\$55,1550	\$57,3612	\$59,6556	\$62,0419
	Annual	87,925	90,563	93,280	96,078	98,961	101,929	104,987	108,137	111,381	114,722	119,311	124,084	129,047

2.25% General Adjustment

5% between Grades

Contract Year 2017

Grades	Steps												
	A	B	C	D	E	F	G	H	I	J	K	L	M
	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.04	1.04	1.04
1	Hourly \$10,2155	\$10,5220	\$10,8376	\$11,1628	\$11,4976	\$11,8426	\$12,1978	\$12,5638	\$12,9407	\$13,3289	\$13,8621	\$14,4166	\$14,9932
	Annual 21,248	21,886	22,542	23,219	23,915	24,633	25,372	26,133	26,917	27,724	28,633	29,986	31,186
2	Hourly \$10,7263	\$11,0481	\$11,3795	\$11,7209	\$12,0725	\$12,4347	\$12,8077	\$13,1920	\$13,5877	\$13,9954	\$14,5552	\$15,1374	\$15,7429
	Annual 22,311	22,980	23,669	24,379	25,111	25,864	26,640	27,439	28,262	29,110	30,275	31,486	32,745
3	Hourly \$11,2626	\$11,6005	\$11,9485	\$12,3069	\$12,6761	\$13,0564	\$13,4481	\$13,8516	\$14,2671	\$14,6951	\$15,2829	\$15,8942	\$16,5300
	Annual 23,426	24,129	24,853	25,598	26,366	27,157	27,972	28,811	29,676	30,566	31,788	33,060	34,382
4	Hourly \$11,8257	\$12,1805	\$12,5459	\$12,9223	\$13,3100	\$13,7093	\$14,1205	\$14,5441	\$14,9805	\$15,4299	\$16,0471	\$16,6890	\$17,3565
	Annual 24,598	25,335	26,095	26,874	27,685	28,515	29,371	30,252	31,159	32,094	33,378	34,713	36,102
5	Hourly \$12,4170	\$12,7895	\$13,1732	\$13,5684	\$13,9755	\$14,3947	\$14,8266	\$15,2714	\$15,7295	\$16,2014	\$16,8494	\$17,5234	\$18,2243
	Annual 25,827	26,602	27,400	28,222	29,069	29,941	30,839	31,764	32,717	33,699	35,047	36,449	37,907
6	Hourly \$13,0379	\$13,4290	\$13,8319	\$14,2468	\$14,6742	\$15,1145	\$15,5679	\$16,0349	\$16,5160	\$17,0114	\$17,6919	\$18,3996	\$19,1356
	Annual 27,119	27,932	28,770	29,633	30,522	31,438	32,381	33,353	34,353	35,384	36,799	38,271	39,802
7	Hourly \$13,6898	\$14,1004	\$14,5235	\$14,9592	\$15,4079	\$15,8702	\$16,3463	\$16,8367	\$17,3418	\$17,8620	\$18,5765	\$19,3196	\$20,0923
	Annual 28,475	29,329	30,209	31,115	32,049	33,010	34,000	35,020	36,071	37,153	38,639	40,185	41,792
8	Hourly \$14,3742	\$14,8055	\$15,2496	\$15,7071	\$16,1783	\$16,6637	\$17,1636	\$17,6785	\$18,2089	\$18,7551	\$19,5053	\$20,2855	\$21,0970
	Annual 29,898	30,795	31,719	32,671	33,651	34,660	35,700	36,771	37,874	39,011	40,571	42,194	43,882
9	Hourly \$15,0929	\$15,5457	\$16,0121	\$16,4925	\$16,9872	\$17,4969	\$18,0218	\$18,5624	\$19,1193	\$19,6929	\$20,4806	\$21,2998	\$22,1518
	Annual 31,393	32,335	33,305	34,304	35,333	36,393	37,485	38,610	39,768	40,961	42,600	44,304	46,076
10	Hourly \$15,8476	\$16,3230	\$16,8127	\$17,3171	\$17,8366	\$18,3717	\$18,9229	\$19,4905	\$20,0753	\$20,6775	\$21,5046	\$22,3648	\$23,2594
	Annual 32,963	33,952	34,970	36,020	37,100	38,213	39,360	40,540	41,757	43,009	44,730	46,519	48,380
11	Hourly \$16,6400	\$17,1392	\$17,6534	\$18,1830	\$18,7284	\$19,2903	\$19,8690	\$20,4651	\$21,0790	\$21,7114	\$22,5799	\$23,4830	\$24,4224
	Annual 34,611	35,649	36,719	37,821	38,955	40,124	41,328	42,567	43,844	45,160	46,966	49,845	50,799
12	Hourly \$17,4720	\$17,9961	\$18,5360	\$19,0921	\$19,6649	\$20,2548	\$20,8625	\$21,4883	\$22,1330	\$22,7970	\$23,7088	\$24,6572	\$25,6435
	Annual 36,342	37,432	38,555	39,712	40,903	42,130	43,394	44,696	46,037	47,418	49,314	51,287	53,338
13	Hourly \$18,3456	\$18,8959	\$19,4628	\$20,0467	\$20,6481	\$21,2675	\$21,9056	\$22,5627	\$23,2396	\$23,9368	\$24,8943	\$25,8901	\$26,9257
	Annual 38,159	39,304	40,483	41,697	42,948	44,237	45,564	46,931	49,338	49,789	51,780	53,851	56,005
14	Hourly \$19,2629	\$19,8407	\$20,4360	\$21,0490	\$21,6805	\$22,3309	\$23,0009	\$23,6909	\$24,4016	\$25,1337	\$26,1390	\$27,1846	\$28,2719
	Annual 40,067	41,269	42,507	43,782	45,095	46,448	47,842	49,277	50,755	52,278	54,369	56,544	58,806
15	Hourly \$20,2260	\$20,8328	\$21,4578	\$22,1015	\$22,7645	\$23,4475	\$24,1509	\$24,8754	\$25,6217	\$26,3903	\$27,4460	\$28,5436	\$29,6855
	Annual 42,070	43,332	44,632	45,971	47,350	48,771	50,234	51,741	53,293	54,892	57,088	59,371	61,746
16	Hourly \$21,2373	\$21,8744	\$22,5306	\$23,2066	\$23,9028	\$24,6198	\$25,3584	\$26,1192	\$26,9028	\$27,7099	\$28,8182	\$29,9710	\$31,1698
	Annual 44,174	45,499	46,864	48,270	49,718	51,209	52,746	54,328	55,958	57,636	59,942	62,340	64,833
17	Hourly \$22,2992	\$22,9681	\$23,6572	\$24,3669	\$25,0979	\$25,8508	\$26,6264	\$27,4252	\$28,2479	\$29,0953	\$30,2592	\$31,4695	\$32,7283
	Annual 46,382	47,774	49,207	50,683	52,204	53,770	55,383	57,044	58,756	60,518	62,939	65,457	68,075
18	Hourly \$23,4141	\$24,1165	\$24,8400	\$25,5852	\$26,3528	\$27,1434	\$27,9577	\$28,7964	\$29,6603	\$30,5501	\$31,7721	\$33,0430	\$34,3647
	Annual 48,701	50,162	51,667	53,217	54,814	56,458	58,152	59,897	61,693	63,544	66,086	68,729	71,479
19	Hourly \$24,5848	\$25,3224	\$26,0820	\$26,8645	\$27,6704	\$28,5006	\$29,3556	\$30,2362	\$31,1433	\$32,0776	\$33,3607	\$34,6952	\$36,0830
	Annual 51,136	52,671	54,251	55,878	57,555	59,281	61,060	62,891	64,778	66,721	69,390	72,166	75,053
20	Hourly \$25,8141	\$26,5885	\$27,3861	\$28,2077	\$29,0540	\$29,9256	\$30,8233	\$31,7480	\$32,7005	\$33,6815	\$35,0288	\$36,4299	\$37,8871
	Annual 53,693	55,304	56,963	58,672	60,432	62,245	64,113	66,036	68,017	70,058	72,860	75,774	78,805



2.25% General Adjustment

5% between Grades

Contract Year 2017

Grades		Steps												
		A	B	C	D	E	F	G	H	I	J	K	L	M
		1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.04	1.04	1.04
21	Hourly	\$27,1048	\$27,9179	\$28,7555	\$29,6181	\$30,5067	\$31,4219	\$32,3645	\$33,3354	\$34,3355	\$35,3656	\$36,7802	\$38,2514	\$39,7815
	Annual	56,378	58,069	59,811	61,606	63,454	65,357	67,318	69,338	71,418	73,560	76,503	79,563	82,745
22	Hourly	\$28,4600	\$29,3138	\$30,1932	\$31,0990	\$32,0320	\$32,9929	\$33,9827	\$35,0022	\$36,0523	\$37,1339	\$38,6192	\$40,1640	\$41,7705
	Annual	59,197	60,973	62,802	64,686	66,627	68,625	70,684	72,805	74,989	77,238	80,328	83,541	86,883
23	Hourly	\$29,8830	\$30,7795	\$31,7029	\$32,6540	\$33,6336	\$34,6426	\$35,6819	\$36,7523	\$37,8549	\$38,9905	\$40,5502	\$42,1722	\$43,8591
	Annual	62,157	64,021	65,942	67,920	69,958	72,057	74,218	76,445	78,738	81,100	84,344	87,718	91,227
24	Hourly	\$31,3772	\$32,3185	\$33,2880	\$34,2867	\$35,3153	\$36,3747	\$37,4660	\$38,5899	\$39,7476	\$40,9401	\$42,5777	\$44,2808	\$46,0520
	Annual	65,264	67,222	69,239	71,316	73,456	75,659	77,929	80,267	82,675	85,155	88,562	92,104	95,788
25	Hourly	\$32,9460	\$33,9344	\$34,9524	\$36,0010	\$37,0810	\$38,1935	\$39,3393	\$40,5194	\$41,7350	\$42,9871	\$44,7066	\$46,4948	\$48,3546
	Annual	68,528	70,584	72,701	74,882	77,129	79,442	81,826	84,280	86,809	89,413	92,990	96,709	100,578
26	Hourly	\$34,5933	\$35,6311	\$36,7001	\$37,8011	\$38,9351	\$40,1031	\$41,3062	\$42,5454	\$43,8218	\$45,1364	\$46,9419	\$48,8196	\$50,7723
	Annual	71,954	74,113	76,336	78,626	80,985	83,415	85,917	88,494	91,149	93,884	97,639	101,545	105,606
27	Hourly	\$36,3230	\$37,4127	\$38,5351	\$39,6911	\$40,8818	\$42,1083	\$43,3715	\$44,6727	\$46,0129	\$47,3933	\$49,2890	\$51,2605	\$53,3110
	Annual	75,552	77,818	80,153	82,557	85,034	87,585	90,213	92,919	95,707	98,578	102,521	106,622	110,887
28	Hourly	\$38,1391	\$39,2833	\$40,4618	\$41,6757	\$42,9259	\$44,2137	\$45,5401	\$46,9063	\$48,3135	\$49,7629	\$51,7534	\$53,8236	\$55,9765
	Annual	79,329	81,709	84,161	86,685	89,286	91,965	94,723	97,565	100,492	103,507	107,647	111,953	116,431
29	Hourly	\$40,0461	\$41,2475	\$42,4849	\$43,7594	\$45,0722	\$46,4244	\$47,8171	\$49,2516	\$50,7292	\$52,2511	\$54,3411	\$56,5148	\$58,7753
	Annual	83,296	85,795	88,369	91,020	93,750	96,563	99,460	102,443	105,517	108,682	113,030	117,551	122,253
30	Hourly	\$42,0484	\$43,3098	\$44,6091	\$45,9474	\$47,3258	\$48,7456	\$50,2080	\$51,7142	\$53,2656	\$54,8636	\$57,0582	\$59,3405	\$61,7141
	Annual	87,461	90,084	92,787	95,571	98,438	101,391	104,433	107,566	110,793	114,116	118,581	123,428	128,365
31	Hourly	\$44,1508	\$45,4753	\$46,8396	\$48,2448	\$49,6921	\$51,1829	\$52,7184	\$54,2999	\$55,9269	\$57,6068	\$59,9111	\$62,3075	\$64,7998
	Annual	91,834	94,589	97,426	100,349	103,360	106,460	109,654	112,944	116,332	119,822	124,615	129,600	134,784
32	Hourly	\$46,3584	\$47,7491	\$49,1816	\$50,6570	\$52,1767	\$53,7420	\$55,3543	\$57,0149	\$58,7254	\$60,4871	\$62,9066	\$65,4229	\$68,0398
	Annual	96,425	99,318	102,298	105,367	108,528	111,783	115,137	118,591	122,149	125,813	130,846	136,080	141,523
33	Hourly	\$48,6763	\$50,1366	\$51,6407	\$53,1899	\$54,7856	\$56,4291	\$58,1220	\$59,8657	\$61,6616	\$63,5115	\$66,0520	\$68,6940	\$71,4418
	Annual	101,247	104,284	107,413	110,635	113,954	117,373	120,894	124,521	128,256	132,104	137,388	142,884	148,599
34	Hourly	\$51,1101	\$52,6434	\$54,2227	\$55,8494	\$57,5249	\$59,2506	\$61,0281	\$62,8590	\$64,7447	\$66,6871	\$69,3546	\$72,1287	\$75,0139
	Annual	106,309	109,498	112,783	116,167	119,652	123,241	126,938	130,747	134,669	138,709	144,257	150,028	156,029
35	Hourly	\$53,6656	\$55,2756	\$56,9339	\$58,6418	\$60,4011	\$62,2131	\$64,0795	\$66,0019	\$67,9820	\$70,0214	\$72,8223	\$75,7352	\$78,7646
	Annual	111,624	114,973	118,422	121,975	125,634	129,403	133,285	137,284	141,402	145,646	151,470	157,529	163,830
36	Hourly	\$56,3489	\$58,0393	\$59,7805	\$61,5739	\$63,4211	\$65,3238	\$67,2835	\$69,3020	\$71,3811	\$73,5225	\$76,4634	\$79,5219	\$82,7028
	Annual	117,206	120,722	124,343	128,074	131,916	135,873	139,950	144,148	148,473	152,927	159,044	165,406	172,022
37	Hourly	\$59,1663	\$60,9413	\$62,7695	\$64,6526	\$66,5922	\$68,5900	\$70,6477	\$72,7671	\$74,9501	\$77,1986	\$80,2866	\$83,4980	\$86,8379
	Annual	123,066	126,758	130,561	134,477	138,512	142,667	146,947	151,356	155,896	160,573	166,996	173,676	180,623
38	Hourly	\$62,1246	\$63,9884	\$65,9080	\$67,8853	\$69,9218	\$72,0195	\$74,1801	\$76,4055	\$78,6976	\$81,0585	\$84,3009	\$87,6729	\$91,1798
	Annual	129,219	133,096	137,089	141,201	145,437	149,801	154,295	158,923	163,691	168,602	175,346	182,360	189,654
39	Hourly	\$65,2309	\$67,1878	\$69,2034	\$71,2795	\$73,4179	\$75,6204	\$77,8891	\$80,2257	\$82,6325	\$85,1115	\$88,5159	\$92,0566	\$95,7388
	Annual	135,680	139,751	143,943	148,261	152,709	157,291	162,009	166,870	171,876	177,032	184,113	191,478	199,137
40	Hourly	\$68,4924	\$70,5472	\$72,6636	\$74,8435	\$77,0888	\$79,4015	\$81,7835	\$84,2370	\$86,7641	\$89,3671	\$92,9417	\$96,6594	\$100,5258
	Annual	142,464	146,738	151,140	155,674	160,345	165,155	170,110	175,213	180,469	185,883	193,319	201,052	209,094

2.25% General Adjustment

5% between Grades

Contract Year 2017

Grades	Steps													
	A	B	C	D	E	F	G	H	I	J	K	L	M	
	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.04	1.04	1.04	
24 Jail	Hourly	\$33,187.4	\$34,183.0	\$35,208.5	\$36,264.7	\$37,352.7	\$38,473.3	\$39,627.5	\$40,816.3	\$42,040.8	\$43,302.0	\$45,034.1	\$46,835.4	\$48,708.9
	Annual	69,030	71,101	73,234	75,431	77,694	80,024	82,425	84,898	87,445	90,068	93,671	97,418	101,314
24.5 Patrol	Hourly	\$33,866.2	\$34,882.2	\$35,928.7	\$37,006.5	\$38,116.7	\$39,260.2	\$40,438.0	\$41,651.2	\$42,900.7	\$44,187.7	\$45,955.2	\$47,793.4	\$49,705.2
	Annual	70,442	72,555	74,732	76,974	79,283	81,661	84,111	86,634	89,233	91,910	95,587	99,410	103,387
28	Hourly	\$40,339.5	\$41,549.7	\$42,796.1	\$44,080.0	\$45,402.4	\$46,764.5	\$48,167.4	\$49,612.5	\$51,100.8	\$52,633.9	\$54,739.2	\$56,928.8	\$59,205.9
	Annual	83,906	86,423	89,016	91,686	94,437	97,270	100,188	103,194	106,290	109,478	113,858	118,412	123,148
29	Hourly	\$43,222.8	\$44,519.5	\$45,855.1	\$47,230.7	\$48,647.7	\$50,107.1	\$51,610.3	\$53,158.6	\$54,753.4	\$56,396.0	\$58,651.8	\$60,997.9	\$63,437.8
	Annual	89,903	92,601	95,379	98,240	101,187	104,223	107,349	110,570	113,887	117,304	121,996	126,876	131,951

2.5% General Adjustment

5% between Grades

Contract Year 2018

Grades	Steps												
	A	B	C	D	E	F	G	H	I	J	K	L	M
	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.04	1.04	1.04
1	Hourly \$10.4709	\$10.7850	\$11.1086	\$11.4418	\$11.7851	\$12.1386	\$12.5028	\$12.8779	\$13.2642	\$13.6621	\$14.2086	\$14.7770	\$15.3680
	Annual 21,779	22,433	23,106	23,799	24,513	25,248	26,006	26,786	27,590	28,417	29,554	30,736	31,966
2	Hourly \$10.9944	\$11.3243	\$11.6640	\$12.0139	\$12.3743	\$12.7456	\$13.1279	\$13.5216	\$13.9274	\$14.3452	\$14.9191	\$15.5158	\$16.1364
	Annual 22,868	23,554	24,261	24,989	25,739	26,511	27,306	28,125	28,969	29,838	31,032	32,273	33,564
3	Hourly \$11.5442	\$11.8905	\$12.2472	\$12.6146	\$12.9930	\$13.3828	\$13.7843	\$14.1979	\$14.6238	\$15.0625	\$15.6650	\$16.2916	\$16.9433
	Annual 24,012	24,732	25,474	26,238	27,026	27,836	28,671	29,532	30,417	31,330	32,583	33,887	35,242
4	Hourly \$12.1214	\$12.4850	\$12.8596	\$13.2453	\$13.6427	\$14.0520	\$14.4735	\$14.9077	\$15.3550	\$15.8156	\$16.4483	\$17.1062	\$17.7904
	Annual 25,212	25,969	26,748	27,550	28,377	29,228	30,105	31,008	31,938	32,897	34,212	35,581	37,004
5	Hourly \$12.7274	\$13.1083	\$13.5025	\$13.9076	\$14.3248	\$14.7546	\$15.1972	\$15.6531	\$16.1227	\$16.6064	\$17.2707	\$17.9615	\$18.6800
	Annual 26,473	27,267	28,085	28,928	29,796	30,690	31,610	32,559	33,535	34,541	35,923	37,360	38,854
6	Hourly \$13.3638	\$13.7647	\$14.1777	\$14.6030	\$15.0411	\$15.4923	\$15.9571	\$16.4358	\$16.9289	\$17.4367	\$18.1342	\$18.8596	\$19.6140
	Annual 27,797	28,631	29,490	30,374	31,285	32,224	33,191	34,186	35,212	36,268	37,719	39,228	40,797
7	Hourly \$14.0320	\$14.4530	\$14.8865	\$15.3331	\$15.7931	\$16.2669	\$16.7549	\$17.2576	\$17.7753	\$18.3086	\$19.0409	\$19.8025	\$20.5947
	Annual 29,187	30,062	30,964	31,893	32,850	33,835	34,850	35,896	36,973	38,082	39,605	41,189	42,837
8	Hourly \$14.7336	\$15.1756	\$15.6309	\$16.0998	\$16.5828	\$17.0803	\$17.5927	\$18.1205	\$18.6641	\$19.2240	\$19.9930	\$20.7927	\$21.6244
	Annual 30,646	31,565	32,512	33,488	34,492	35,527	36,593	37,691	38,821	39,986	41,585	43,249	44,979
9	Hourly \$15.4703	\$15.9344	\$16.4124	\$16.9048	\$17.4119	\$17.9343	\$18.4723	\$19.0265	\$19.5973	\$20.1852	\$20.9926	\$21.8323	\$22.7056
	Annual 32,178	33,144	34,138	35,162	36,217	37,303	38,422	39,575	40,762	41,985	43,665	45,411	47,228
10	Hourly \$16.2438	\$16.7311	\$17.2330	\$17.7500	\$18.2825	\$18.8310	\$19.3959	\$19.9778	\$20.5771	\$21.1945	\$22.0422	\$22.9239	\$23.8409
	Annual 33,787	34,801	35,845	36,920	38,028	39,168	40,344	41,554	42,800	44,084	45,848	47,682	49,589
11	Hourly \$17.0560	\$17.5677	\$18.0947	\$18.6375	\$19.1967	\$19.7726	\$20.3657	\$20.9767	\$21.6060	\$22.2542	\$23.1443	\$24.0701	\$25.0329
	Annual 35,476	36,541	37,637	38,766	39,929	41,127	42,361	43,632	44,940	46,289	48,140	50,066	52,068
12	Hourly \$17.9088	\$18.4460	\$18.9994	\$19.5694	\$20.1565	\$20.7612	\$21.3840	\$22.0255	\$22.6863	\$23.3669	\$24.3016	\$25.2736	\$26.2846
	Annual 37,250	38,368	39,519	40,704	41,925	43,183	44,479	45,813	47,188	48,603	50,547	52,569	54,672
13	Hourly \$18.8042	\$19.3683	\$19.9494	\$20.5479	\$21.1643	\$21.7992	\$22.4532	\$23.1268	\$23.8206	\$24.5352	\$25.5166	\$26.5373	\$27.5988
	Annual 39,113	40,286	41,485	42,740	44,022	45,342	46,703	48,104	49,547	51,033	53,075	55,198	57,406
14	Hourly \$19.7444	\$20.3368	\$20.9469	\$21.5753	\$22.2225	\$22.8892	\$23.5759	\$24.2832	\$25.0116	\$25.7620	\$26.7925	\$27.8642	\$28.9787
	Annual 41,068	42,300	43,569	44,877	46,223	47,610	49,038	50,509	52,024	53,585	55,728	57,957	60,276
15	Hourly \$20.7316	\$21.3536	\$21.9942	\$22.6540	\$23.3337	\$24.0337	\$24.7547	\$25.4973	\$26.2622	\$27.0501	\$28.1321	\$29.2574	\$30.4277
	Annual 43,122	44,415	45,748	47,120	48,534	49,990	51,490	53,034	54,625	56,264	58,515	60,855	63,290
16	Hourly \$21.7682	\$22.4213	\$23.0939	\$23.7867	\$24.5003	\$25.2353	\$25.9924	\$26.7722	\$27.5753	\$28.4026	\$29.5387	\$30.7203	\$31.9491
	Annual 45,278	46,636	48,035	49,476	50,961	52,490	54,064	55,686	57,357	59,077	61,441	63,898	66,454
17	Hourly \$22.8566	\$23.5423	\$24.2486	\$24.9761	\$25.7253	\$26.4971	\$27.2920	\$28.1108	\$28.9541	\$29.8227	\$31.0156	\$32.2563	\$33.5465
	Annual 47,542	48,968	50,437	51,950	53,509	55,114	56,767	58,470	60,225	62,031	64,513	67,093	69,777
18	Hourly \$23.9995	\$24.7195	\$25.4610	\$26.2249	\$27.0116	\$27.8220	\$28.6566	\$29.5163	\$30.4016	\$31.3139	\$32.5664	\$33.8691	\$35.2238
	Annual 49,919	51,416	52,959	54,548	56,184	57,870	59,606	61,394	63,236	65,133	67,738	70,448	73,266
19	Hourly \$25.1994	\$25.9554	\$26.7341	\$27.5361	\$28.3622	\$29.2131	\$30.0885	\$30.9921	\$31.9219	\$32.8796	\$34.1947	\$35.5625	\$36.9850
	Annual 52,415	53,987	55,607	57,275	58,993	60,763	62,586	64,464	66,398	68,389	71,125	73,970	76,929
20	Hourly \$26.4594	\$27.2532	\$28.0708	\$28.9129	\$29.7803	\$30.6737	\$31.5939	\$32.5417	\$33.5180	\$34.5235	\$35.9045	\$37.3407	\$38.8343
	Annual 55,036	56,687	58,387	60,139	61,943	63,801	65,715	67,687	69,717	71,809	74,681	77,669	80,775

2.5% General Adjustment

5% between Grades

Contract Year 2018

Grades		Steps												
		A	B	C	D	E	F	G	H	I	J	K	L	M
		1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.04	1.04	1.04
21	Hourly	\$27,7824	\$28,6159	\$29,4743	\$30,3586	\$31,2693	\$32,2074	\$33,1736	\$34,1688	\$35,1939	\$36,2497	\$37,6997	\$39,2077	\$40,7760
	Annual	57,787	59,521	61,307	63,146	65,040	66,991	69,001	71,071	73,203	75,399	78,415	81,552	84,814
22	Hourly	\$29,1715	\$30,0467	\$30,9481	\$31,8765	\$32,8328	\$33,8178	\$34,8323	\$35,8773	\$36,9536	\$33,0622	\$39,5847	\$41,1681	\$42,8148
	Annual	60,677	62,497	64,372	66,303	68,292	70,341	72,451	74,625	76,863	79,169	82,336	85,630	89,055
23	Hourly	\$30,6301	\$31,5490	\$32,4955	\$33,4703	\$34,4744	\$35,5087	\$36,5739	\$37,6711	\$38,8013	\$39,9653	\$41,5639	\$43,2265	\$44,9555
	Annual	63,711	65,622	67,591	69,618	71,707	73,858	76,074	78,356	80,707	83,128	86,453	89,911	93,508
24	Hourly	\$32,1616	\$33,1264	\$34,1202	\$35,1438	\$36,1982	\$37,2841	\$38,4026	\$39,5547	\$40,7413	\$41,9636	\$43,6421	\$45,3878	\$47,2033
	Annual	66,896	68,903	70,970	73,099	75,292	77,551	79,877	82,274	84,742	87,284	90,776	94,407	98,183
25	Hourly	\$33,7697	\$34,7828	\$35,8262	\$36,9010	\$38,0081	\$39,1483	\$40,3227	\$41,5324	\$42,7784	\$44,0618	\$45,6242	\$47,6572	\$49,6635
	Annual	70,241	72,348	74,519	76,754	79,057	81,428	83,871	86,387	88,979	91,648	95,314	99,127	103,092
26	Hourly	\$35,4582	\$36,5219	\$37,6176	\$38,7461	\$39,9085	\$41,1057	\$42,3389	\$43,6091	\$44,9173	\$46,2648	\$48,1154	\$50,0401	\$52,0417
	Annual	73,753	75,966	78,245	80,592	83,010	85,500	88,065	90,707	93,428	96,231	100,080	104,083	108,247
27	Hourly	\$37,2311	\$38,3480	\$39,4984	\$40,6834	\$41,9039	\$43,1610	\$44,4558	\$45,7895	\$47,1632	\$48,5781	\$50,5212	\$52,5421	\$54,6437
	Annual	77,441	79,764	82,157	84,621	87,160	89,775	92,468	95,242	98,099	101,042	105,084	109,287	113,659
28	Hourly	\$39,0926	\$40,2654	\$41,4734	\$42,7176	\$43,9991	\$45,3191	\$46,6786	\$48,0790	\$49,5214	\$51,0070	\$53,0473	\$55,1692	\$57,3759
	Annual	81,313	83,752	86,265	88,853	91,518	94,264	97,092	100,004	103,004	106,095	110,338	114,752	119,342
29	Hourly	\$41,0472	\$42,2787	\$43,5470	\$44,8534	\$46,1990	\$47,5850	\$49,0128	\$50,4829	\$51,9974	\$53,5573	\$55,6996	\$57,9276	\$60,2447
	Annual	85,378	87,940	90,578	93,295	96,094	98,977	101,946	105,004	108,155	111,399	115,855	120,489	125,309
30	Hourly	\$43,0996	\$44,3926	\$45,7244	\$47,0961	\$48,5090	\$49,9643	\$51,4632	\$53,0071	\$54,5973	\$56,2352	\$58,4846	\$60,8240	\$63,2570
	Annual	89,647	92,337	95,107	97,960	100,899	103,926	107,043	110,255	113,562	116,969	121,648	126,514	131,574
31	Hourly	\$45,2546	\$46,6122	\$48,0106	\$49,4509	\$50,9344	\$52,4625	\$54,0363	\$55,6574	\$57,3272	\$59,0470	\$61,4088	\$63,8652	\$66,4198
	Annual	94,130	96,953	99,862	102,858	105,944	109,122	112,396	115,767	119,240	122,818	127,730	132,840	138,153
32	Hourly	\$47,5173	\$48,9428	\$50,4111	\$51,9235	\$53,4812	\$55,0856	\$56,7382	\$58,4403	\$60,1935	\$61,9993	\$64,4793	\$67,0585	\$69,7408
	Annual	98,836	101,801	104,855	108,001	111,241	114,578	118,015	121,556	125,203	128,959	134,117	139,482	145,061
33	Hourly	\$49,8932	\$51,3900	\$52,9317	\$54,5196	\$56,1552	\$57,8399	\$59,5751	\$61,3623	\$63,2032	\$65,0993	\$67,7033	\$70,4114	\$73,2278
	Annual	103,778	106,891	110,098	113,401	116,803	120,307	123,916	127,634	131,463	135,407	140,823	146,456	152,314
34	Hourly	\$52,3878	\$53,9595	\$55,5783	\$57,2456	\$58,9630	\$60,7319	\$62,5538	\$64,4304	\$66,3633	\$68,3542	\$71,0884	\$73,9320	\$76,8892
	Annual	108,967	112,236	115,603	119,071	122,643	126,322	130,112	134,015	138,036	142,177	147,864	153,778	159,930
35	Hourly	\$56,0072	\$56,6574	\$58,3572	\$60,1079	\$61,9111	\$63,7685	\$65,6815	\$67,6520	\$69,6815	\$71,7720	\$74,6428	\$77,6285	\$80,7337
	Annual	114,415	117,847	121,383	125,024	128,775	132,638	136,618	140,716	144,938	149,286	155,257	161,467	167,926
36	Hourly	\$57,7576	\$59,4903	\$61,2750	\$63,1133	\$65,0067	\$66,9569	\$68,9656	\$71,0346	\$73,1656	\$75,3606	\$76,3750	\$81,5100	\$84,7704
	Annual	120,136	123,740	127,452	131,276	135,214	139,270	143,448	147,752	152,184	156,750	163,020	169,541	176,322
37	Hourly	\$60,6455	\$62,4648	\$64,3388	\$66,2689	\$68,2570	\$70,3047	\$72,4139	\$74,5863	\$76,8239	\$79,1286	\$82,2937	\$85,5855	\$89,0089
	Annual	126,143	129,927	133,825	137,839	141,975	146,234	150,621	155,139	159,794	164,587	171,171	178,018	185,139
38	Hourly	\$63,6777	\$65,5881	\$67,5557	\$69,5824	\$71,6699	\$73,8200	\$76,0346	\$78,3156	\$80,6651	\$83,0850	\$86,4084	\$89,8648	\$93,4593
	Annual	132,450	136,423	140,516	144,731	149,073	153,546	158,152	162,896	167,783	172,817	179,730	186,919	194,395
39	Hourly	\$66,8616	\$68,8675	\$70,9335	\$73,0615	\$75,2534	\$77,5110	\$79,8363	\$82,2314	\$84,6983	\$87,2393	\$90,7288	\$94,3580	\$98,1323
	Annual	139,072	143,244	147,542	151,968	156,527	161,223	166,059	171,041	176,172	181,458	188,716	196,265	204,115
40	Hourly	\$70,2047	\$72,3109	\$74,4802	\$76,7146	\$79,0160	\$81,3865	\$83,8281	\$86,3429	\$88,9332	\$91,6012	\$95,2653	\$99,0759	\$103,0399
	Annual	146,026	150,407	154,919	159,566	164,353	169,284	174,362	179,593	184,981	190,531	198,152	206,078	214,321

2.5% General Adjustment

5% between Grades

Contract Year 2018

Grades		Steps												
		A	B	C	D	E	F	G	H	I	J	K	L	M
			1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.04	1.04	1.04
24	Hourly	\$34,0171	\$35,0376	\$36,0887	\$37,1714	\$38,2865	\$39,4351	\$40,6182	\$41,8367	\$43,0918	\$44,3846	\$46,1599	\$48,0063	\$49,9266
	Annual	70,755	72,878	75,065	77,316	79,636	82,025	84,486	87,020	89,631	92,320	96,013	99,853	103,847
24.5	Hourly	\$34,7129	\$35,7543	\$36,8269	\$37,9317	\$39,0696	\$40,2417	\$41,4490	\$42,6924	\$43,9732	\$45,2924	\$47,1041	\$48,9883	\$50,9478
	Annual	72,203	74,369	76,600	78,898	81,265	83,703	86,214	88,800	91,464	94,208	97,977	101,896	105,971
28	Hourly	\$41,3480	\$42,5884	\$43,8660	\$45,1820	\$46,5375	\$47,9336	\$49,3716	\$50,8528	\$52,3784	\$53,9497	\$56,1077	\$58,3520	\$60,6861
	Annual	86,004	88,584	91,241	93,979	96,798	99,702	102,693	105,774	108,947	112,215	116,704	121,372	126,227
29	Hourly	\$44,3034	\$45,6325	\$47,0015	\$48,4115	\$49,8639	\$51,3598	\$52,9006	\$54,4876	\$56,1222	\$57,8059	\$60,1181	\$62,5228	\$65,0238
	Annual	92,151	94,916	97,763	100,696	103,717	106,828	110,033	113,334	116,734	120,236	125,046	130,048	135,249

## **MEMORANDUM OF UNDERSTANDING - A**

**To The 2016 - 2018 Labor Contract Between  
County Of Stearns  
And  
The American Federation Of State, County And  
Municipal Employees, AFL-CIO, Council #65, Local Union 748D  
Human Services Unit  
And  
Minnesota Nurses Association**

### **SENIOR AGENT REQUIREMENTS**

What follows clarifies the process of completing the requirements for becoming a Senior Agent and receiving an advancement to Senior Agent:

1. The agent must be eligible to be advanced to Senior Agent based on the most recent criteria set forth by The Department of Corrections. Upon eligibility, the agent may apply in writing to the Community Corrections Director for consideration for advancement to Senior Corrections Agent.
2. If the agent meets all of those requirements prior to the second anniversary of their being appointed as a Corrections Agent, the advancement and an increase in salary equivalent to the assigned grade of Senior Agent will be effective two months following their second anniversary date. The promotion date to Senior Agent will then become the new anniversary date.
3. To qualify for Senior Agent, a Corrections Agent must meet all the requirements of the Department of Corrections to become a Senior Agent. After two years of service with Stearns County, the employee will receive his/her normal step increase on his/her anniversary date. The movement to Senior Agent will occur two months after that anniversary date. The employee will then receive a new anniversary date.

In some cases, an employee who has previous experience may be hired as a Corrections Agent. Time worked as a Corrections Agent at other than Stearns County will count towards the 2 year requirement provided that the service time is in a position as a Corrections Agent (or a similar title involving the same sort of work) which is acceptable to the Department of Corrections.

In order to be considered for movement to Senior Agent, the qualifying time served, plus the time worked in Stearns County must equal a minimum of 2 years AND the employee MUST have completed the initial probation associated with his/her being hired by Stearns County. If that is the case, the increase in salary and the placement on probation will occur two months after the completion of the required time frame. That will become the employee's new anniversary date.

For example: (and in all of these examples, the employee has qualified to become a Senior Agent):

- an employee has one year of previous experience, and works one year in Stearns County. The employee's anniversary date as a Senior Agent would be 14 months after his/her hire date;

- an employee has more than 2 years of previous experience, was hired as a Corrections Agent. The employee's new anniversary date as a Senior Agent would be 8 months after his/her hire date;
- an employee was hired with 8 months of experience. The employee's new anniversary date would be 18 months after his/her hire date with Stearns County.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 17<sup>th</sup> day of May, 2016.

FOR:  
COUNTY OF STEARNS

Steve J. Howe  
George R. Madsen  
Jennifer A. Thowsten

FOR:  
THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL #65, LOCAL  
UNION #748D AND MINNESOTA  
NURSES ASSOCIATION

[Signature] *AFSME*  
[Signature]  
[Signature]  
Shari Emerson  
[Signature]  
[Signature]  
Maureen Rosenberger  
Cindy Amicci  
[Signature]  
[Signature]

## **MEMORANDUM OF UNDERSTANDING - B**

**To The 2016 - 2018 Labor Contract Between  
County Of Stearns  
And  
The American Federation Of State, County And  
Municipal Employees, AFL-CIO, Council #65, Local Union 748D  
Human Services Unit  
And  
Minnesota Nurses Association**

### **CRITERIA FOR MOVING FROM A SOCIAL WORKER I TO A SOCIAL WORKER II CLASSIFICATION**

To qualify for classification as a Social Worker II, an individual must be a Social Worker in good standing and must meet one of the following sets of standards:

1. Have a Social Work license and have at least four years of Social Work experience in Stearns County; or
2. Have a Master's degree in Social Work or a related field (i.e. Sociology, Psychology, Counseling, Gerontology) and have at least two years of Social Work experience in Stearns County; or
3. Have at least four years of Social Work experience in Stearns County and have 45 Continuing Education Credits (including credits, which meet Minnesota Board of Social Work criteria and/or required county training) which have been obtained since April 1, 1995.

On an ongoing basis, a Social Worker I may move to the Social Worker II classification when the necessary documentation is provided to the Human Resources Department.

- To meet #1, the original of a valid Social Work license must be presented to the Human Resources Department.
- To meet #2, original documentation of a Master's Degree must be presented to the Human Resources Department.
- To meet #3, the individual must provide a list of at least 45 CEUs/Credits obtained, including:
  - the title of the activity;
  - the number of credit hours for the activity;
  - the name of the provider or sponsor of the activity; and
  - the date and location of the course.

The Human Resource Department will require that the list be accompanied by whichever of the following apply:

#### **For workshops, institutes, conferences, and in-services attended:**

- a copy of a certificate issued to participants by the sponsor;
- a certificate of attendance; or



- an affidavit signed by the instructor that the individual attended the activity.

**For individual presentations or publications by a social worker:**

(Note: a presenter is credited with two CEUs/Credits for every hour of presentation at a conference, workshop, or institute, but credit is given only once regardless of the number of times the course is presented. Up to 10 hours of preparation time may also be credited)

- a copy of the program for the activity; or
- a notice of publication of materials.

**For academic course work:**

(Note: 1 quarter credit = 10 CEUs/Credits; 1 semester credit = 15 CEUs/Credits)

- an original transcript; or
- a report signed by the instructor of hours attended.

**Procedures for renewing Social Worker II classification:**

- Every two years, employees will need to show that they qualify to continue in the Social Worker II classification.
- Individuals who are classified as Social Worker II and are licensed must present their renewed license to the Human Resources Department upon receipt of that license from the Minnesota Board of Social Work.
- Individuals who are classified as Social Worker II who do not have a qualifying Master's Degree must provide to the Human Resources Department a list of at least 30 CEUs/Credits obtained in the past two years, and the supporting documentation as outlined above.
- Individuals whose qualification as a Social Worker II was based on a Master's Degree do not need to show further documentation every two years.

An employee who does not provide the necessary documentation on a timely basis will have their rate of pay frozen until such time as the documentation is provided or the employee falls within the step and pay range of the lower classification and is again eligible for increases. The pay increase which has been delayed based on untimely documentation will be implemented on a retroactive basis for up to six months (or longer if a good cause can be shown but in no case longer than one (1) year) provided that there is no gap in the time frames which the license covers. For example: the new license has same date it would have had if it had been issued on a timely basis.

*Although the employer intends to continue its practice of authorizing funding and work time for training and staff development, it must be understood that the responsibility for obtaining CEUs/Credits lies solely with the employee.*

What follows clarifies the process of completing the requirements for meeting the requirements to becoming a Social Worker II:

1. The Social Worker must be eligible to be advanced to Social Worker II as set forth above.

2. If the Social Worker is still moving through the salary steps and meets all the requirements to become a Social Worker II, the employee will receive their regular step increase on their anniversary of their appointment as a Social Worker. The employee's advancement to Social Worker II and an additional salary increase approximately equivalent to the assigned grade of Social Worker II will be effective two months following the date of the anniversary as a social worker. The advancement date to Social Worker II will then become the new anniversary date.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 17<sup>th</sup> day of May, 2016.

FOR:  
COUNTY OF STEARNS

Steven P. Nelson  
George R. ...  
Jennifer A. Theister

FOR:  
THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL #65, LOCAL  
UNION #748D AND MINNESOTA  
NURSES ASSOCIATION

[Signature] *APJLW*  
[Signature]  
Shari Emerson RN  
[Signature]  
[Signature]  
Chawn Roseberger  
Cindy ...  
[Signature]  
Luora Donnes

## **MEMORANDUM OF UNDERSTANDING - C**

**To The 2016 - 2018 Labor Contract Between  
County Of Stearns  
And  
The American Federation Of State, County And  
Municipal Employees, AFL-CIO, Council #65, Local Union 748D  
Human Services Unit  
And  
Minnesota Nurses Association**

### **CAREER AGENT REQUIREMENTS**

What follows clarifies the process of completing the requirements for becoming a Career Agent and the process of advancing to Career Agent:

1. The agent must be eligible for advancement to Career Agent based on the most recent criteria set forth by the Department of Corrections. These requirements include, but not limited to performance, experience, and training standards. If an agent meets all of those requirements the agent may apply in writing to the Community Corrections Supervisor for consideration for advancement to Career Agent.
2. Additionally, such an advancement is considered to be based on meeting all of the requirements in the Career Agent job description. Any additional expectations, duties and responsibilities are required. "Meets Expectations" performance levels for a substantial period of time will be required for consideration for advancement to this level.
3. The Community Corrections Director will forward to Human Resources documentation affirming the employee is eligible and is recommended to be advanced to Career Agent.
4. Human Resources will make the advancement effective upon the date of the Commissioner's signature.
5. The employee will receive a step increase on their anniversary date, if eligible, following normal procedures. Upon the date listed in #4 above, the employee will be placed in the Career Agent salary range. The employee will receive an increase in salary of at least 6% for this advancement.
6. In some cases, an employee who has previous experience may be hired as an Agent. Time worked as an Agent with other than Stearns County will count towards the 8 year requirement, provided that the service time is in a position as a Corrections Agent (or a similar title and involving the same sort of work) which is acceptable to the Community Corrections Director and the Department of Corrections.

7. In order to be considered for advancement to Career Agent, the qualifying time served, plus the time worked in Stearns County must equal 8 years and the employee MUST have completed their initial probationary period as long as the employee's previous experience was in jurisdictions following DOC criteria. If that is not the case, the employee must serve 2 years as a Senior Agent within the County before being eligible for advancement. If that is the case, the increase in salary and placement on probation in the new classification will occur at the date listed under #4 above. That will become the employee's new anniversary date.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 17<sup>th</sup> day of May, 2016.

FOR:  
COUNTY OF STEARNS

Steve L. Noto  
Sege Rindler  
Jennifer H. Thorsten

FOR:  
THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL #65, LOCAL  
UNION #748D AND MINNESOTA NURSES  
ASSOCIATION

John Arouf  
Michelle H.  
Shawn Emerson  
AR  
Cindy Hys  
Shawn Rosenberger  
Cindy Smajic  
LAURA DOMIN

## **MEMORANDUM OF UNDERSTANDING - D**

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Human Services Unit  
And  
Minnesota Nurses Association**

### **STEPS AND PERFORMANCE LANGUAGE**

This Memorandum of Agreement is entered into between the County of Stearns (hereafter "County") and AFSCME and MNA (hereafter collectively referred to the "Union") representing the human services bargaining unit.

**WHEREAS**, the County and the Union are parties to a Labor Agreement in effect January 1, 2016 to December 31, 2018; and

**WHEREAS**, Article 16, Section 16.5 provides as follows:

16.5 Employees shall be eligible for movement on the applicable range on the anniversary date of employment as follows:

The employee must receive a satisfactory evaluation by the department. Such evaluation shall be grievable, except that arbitration (grievance step 4) shall not be available;

**WHEREAS**, the parties discussed during negotiations, for the collective bargaining agreement to take effect on January 1, 2016 the history and application of the language requiring employees to receive a satisfactory evaluation and permitting a limited grievance process for contesting the evaluation. The Union stated that the language derived from the merit system and has not been utilized since the County has not followed merit system compensation. The County pointed out that the language is clear on its face; and

**WHEREAS**, in those negotiations, the parties mutually agreed to temporarily suspend the operation of this portion of Section 16.5 related to requiring a satisfactory evaluation and permitting a limited grievance for the stated duration of the collective bargaining agreement and also allow the parties an opportunity to negotiate over its continuing application in the successor contract;

**NOW, THEREFORE**, the County and the Union agree that effective January 1, 2016 and continuing through December 31, 2018, Section 16.5 will operate to allow employees to move on the applicable range on their respective anniversary dates of employment.

The parties further agree that, during this time, said movement will occur irrespective of whether the employee has received a satisfactory evaluation. The parties agree that, during this time, employees will not be permitted to utilize the grievance procedure in order to contest the result of their evaluation.

In addition, the parties agree that this Memorandum of Agreement will be in full force and effect January 1, 2016 through December 31, 2018 and shall continue until a successor agreement is reached. At which time the language of Section 16.5 in the 2016 - 2018 collective bargaining agreement referenced above will return to full force and effect unless amended by the parties in the successor agreement or the parties agree to a further extension of this Memorandum of Agreement. The parties agree that this Memorandum of Agreement may not be used to establish a past practice regarding the application of Section 16.5.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement on this 17<sup>th</sup> day of May, 2016.

FOR:  
COUNTY OF STEARNS

Stearns K. Noto  
Suzanne R. Rudelohr  
Jennifer A. Thorstein

FOR:  
THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL #65, LOCAL  
UNION #748D AND MINNESOTA NURSES  
ASSOCIATION

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Dawn Roseberger  
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## **MEMORANDUM OF UNDERSTANDING - E**

**To The 2016 - 2018 Labor Contract Between  
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Municipal Employees, AFL-CIO, Council #65, Local Union 748D  
Human Services Unit  
And  
Minnesota Nurses Association**

### **SOCIAL WORKER ON CALL**

This Memorandum of Agreement is entered into between the County of Stearns (hereafter "County") and AFSCME and MNA (hereafter collectively referred to the "Union") representing the human services bargaining unit for one (1) year and agree to meet and negotiate on the topic in 2016.

**WHEREAS**, the County and the Union are parties to a Labor Agreement in effect January 1, 2016 to December 31, 2018; and

**WHEREAS**, the staff providing "on-call" services for Stearns County Human Services for the social services programs are social worker positions within the Service Entry Unit. They provide services predominantly by telephone after normal working hours. Calls are received through the Sheriff's Department. The most frequent situations involve: child maltreatment reports, requests from law enforcement for out of home placement, adult protection/vulnerable adult reports, assisting persons who are in need of shelter, addressing crisis needs of children and adults under the care and/or custody of Human Services, and requests for services or information.

The Social Workers providing on-call services rotate the on-call duties weekly.

Part-time employees do not report into the office as the "job assignment" for the week is to provide on-call services. During a full-time employee's on-call week, the employee reports for normal working hours for 16 hours during normal working hours and is compensated for 24 hours for the "job assignment" of on-call services during the week.

When not providing on-call services, the staff work the equivalent of their regularly scheduled hours while performing job duties within the Service Entry Unit.

**NOW, THEREFORE**, for a week of "on-call" services, Social Workers shall be compensated 24 hours of regular pay to be available and respond to all calls on non-business hours.

Social Workers who are required to be on-call on a holiday shall receive pro-rated holiday compensation as appropriate and one hour of additional compensation.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this 17<sup>th</sup> day of May, 2016.

FOR:  
COUNTY OF STEARNS

FOR:  
THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL #65, LOCAL UNION  
#748D AND MINNESOTA NURSES ASSOCIATION

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