

MEMORANDUM OF AGREEMENT

BETWEEN

ANOKA COUNTY

AND

AFSCME COUNCIL 5

Essential Probation Officers

TERM

JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

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## **ARTICLE 1. INTRODUCTION**

This Agreement, is made and entered into by and between the County of Anoka, hereinafter referred to as the Employer and the American Federation of State, County and Municipal Employees Council 5 hereinafter referred to as the Union.

## **ARTICLE 2. RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes, Section 179A.03, Subdivision 14, as certified by the Bureau of Mediation Services on December 21, 2015, BMS Case No. 16-PCE-0392, and described as:

All Probation Officers and Probation Officer Aides, employed by Anoka County, Anoka, Minnesota, who are public employees within the meaning of Minn. Stat. Sec. 179A.03, Subd. 14 and who are essential employees within the meaning of Minn. Stat. Sec. 179A.03, Subd. 7, excluding supervisory, confidential and all other employees.

Section 2. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation for determination.

Section 3. The Union recognizes the labor relations representative designated by the Anoka County Board as the exclusive representative of the Employer and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the Union and the Employer shall be binding upon the Employer unless the witnessed signature of the Employer's designated labor relations representative is affixed thereon.

Section 4. The Employer agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this agreement either individually or collectively which in any way conflict with the terms and conditions set forth in this agreement, except through the certified representative.

## **ARTICLE 3. DEFINITIONS**

Section 1. Bargaining unit employee: A regular employee in a classified bargaining unit position.

Section 2. Bargaining unit position: A job classification included in the bargaining unit pursuant to Article 2 (Recognition) and which is established as an on-going position.

Section 3. Days. Except as indicated otherwise in the Agreement, all references to days are calendar days.

Section 4. Employee: A member of the exclusively recognized bargaining unit.

Section 5. Regular Full-Time - an employee in a classified position who works a 40 hour work week, was hired for a service duration in excess of six months and has successfully completed the probationary period.

Section 6. Regular Part -Time - an employee in a classified position who works less than an average of 40 hours per week, was hired for a service duration in excess of six (6) months and has successfully completed the probationary period.

Section 7. The term "regular" shall be interpreted to mean the status of having completed the initial hire or rehire probation period.

Section 8. Intermittent/Temporary - Employees who are not classified as regular full time or regular part time and who have not qualified as Aides. A temporary/intermittent employee is not part of the bargaining unit and is not eligible for County employee benefits except those mandated by state or federal law.

Section 9. Probation Officer Aides. Employees who are initially employed as Intermittent/Temporary employees and who work sufficient hours to qualify as public employees based on the two times per year calculation of hours and days worked performed by the County. The County will provide this calculation and list to the Union upon request. Employees meeting the 67 days in a calendar year and who work an average in excess of 14 hours per week in that measurement period will be considered probationary Probation Officer Aides as of the measurement date. Probationary Probation Officer Aides will then begin to serve a 1,040 hour probationary period.

The County will continue to utilize the two times per year calculation of hours and days worked by Probation Officer Aides on the same basis as when the individuals were Intermittent/Temporary employees. Probation Officer Aides who do not maintain a 67 days per calendar year or work an average in excess of 14 hours per week in a measurement period will cease to be considered Probation Officer Aides and will return to the non-bargaining unit status of Temporary/Intermittent employees. The Union will be notified of such change in status.

#### **ARTICLE 4. UNION SECURITY**

Section 1. The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) representing the bargaining unit upon execution of this Agreement and thereafter promptly certify to the Employer any successor business representative(s) representing the bargaining unit.

- A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
  - 1. There shall be no more than six (6) stewards (two (2) stewards from each building)

2. The Employer agrees to allow stewards a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The employer must approve the time off. The stewards shall notify the Employer upon resumption of their work. Paid time off will be limited to one steward for the purposes of investigating and presenting grievances during the steward's normal work schedule.

Section 2. In recognition of the Union as the exclusive representative:

- A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
- B. The Employer shall remit such deduction to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made; and
- C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- D. The union agrees to give the employer thirty (30) days notice of any change in the amount of uniform dues deducted and the union further agrees to refund to the employer, or the employee as appropriate, any amount paid to the union in error on account of the dues deduction provision.

Section 3. 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 action taken by the Employer under this Article.

## **ARTICLE 5. MANAGEMENT RIGHTS**

Section 1. Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to take whatever actions may be necessary to carry out the missions of the Employer in emergencies; to contract with vendors or others for goods and/or services including the right to discontinue or subcontract any or all functions performed by members of this bargaining unit during the contract term, to take any and all actions necessary to carry out the operations of the employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable, to

assign duties, tasks, and jobs, and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act.

Section 2. The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The Employer will provide the Union with notice of any proposed change in any policy applicable to the bargaining unit members at least thirty (30) days prior to implementation of the policy.

Section 3. Pursuant to Prison Rape Elimination Act (PREA) standard 115.266(a), neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any residents pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.

## **ARTICLE 6. HOURS OF WORK**

Section 1. This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. For the period of January 1, 2016 through the end of the last payroll period starting before July 1, 2017, employees will be eligible for and compensated for overtime utilizing current practice.

Effective the start of the first payroll period following July 1, 2017, overtime eligibility will be determined based on the Employer's choice of assigned schedule as follows:

Employees scheduled to work forty (40) hours per week will be compensated for hours over forty (40) in a work week at the rate one and one half (1-1/2) times the normal rate with payment thereof to be made at least once monthly in cash. In computing overtime, all hours worked and all compensated leave time shall be counted toward the 40 hours per week.

Employees who are scheduled to work other than forty (40) hours per week will work pursuant to Employer established schedules that recycle in not more than 28 days pursuant to the FLSA Section 207(k). Any employee required to work hours in excess of their normal working schedule cycle shall be compensated for such excess compensable hours at the rate one and one half (1-1/2) times the normal rate with payment thereof to be made at least once monthly in cash. For overtime purposes, mandatory staff meetings, training and education will be posted and treated as scheduled hours. Employees will also be compensated at overtime rates for all hours worked in excess of 171 hours in the 28 day cycle provided that such additional hours have not already been paid at overtime

rates. In computing overtime, all hours worked at other than overtime rates and all compensated leave time shall be counted toward the 171 hours per 28 day cycle.

Section 3. The employer retains the right to establish work shifts and staffing schedules and assign employees thereto as required for efficiency of operation. The employer shall provide at least a thirty (30) day notice of any permanent shift change. (note taken from union proposed language on transfer within classification).

Section 4. The Employer agrees that split shift work will not be scheduled for employees covered by this Agreement except in emergencies. An employee required to work a split shift shall receive cash compensation at one and one-half times the regular rate of pay for the hours worked in the split shift.

Section 5. Any covered employee called out for service during their regularly scheduled days off or time off shall receive a minimum of three (3) hours credit computed at the applicable rate. This minimum shall not apply to early reports or extension of shifts.

Section 6. In the event that no non-bargaining supervisors are working on a shift and the senior bargaining unit member is required to perform lead or supervisory duties, the senior bargaining unit member or another bargaining unit member by mutual agreement of the employees shall receive an additional five percent (5%) above his or her regular base wage for all hours worked as a shift leader.

Section 7. Employees that are regularly scheduled, by their department head, to work a shift during evening hours shall be paid a six dollar (\$6.00) per shift night differential provided that:

- A. At least four (4) hours of the night shift are worked after 6:00 p.m. and before 6:00 a.m. of the following day.
- B. Employees working overtime shall not be considered eligible to receive shift differential in addition to overtime pay.
- C. Weekends which are normally scheduled as part of the workweek for an employee will not entitle the employee to a shift differential.

Section 8. Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 9. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement; nor shall there be any pyramiding of premium compensation.

**ARTICLE 7. LEAVE BENEFITS  
AND WORKER'S COMPENSATION BENEFITS**

Section 1. An employee who is temporarily disabled from work as a result of an injury or illness sustained in the performance of the employee's work with Anoka County shall be eligible for Worker's Compensation subject to the provisions of the State of Minnesota Worker's Compensation Law.

Section 2. An employee who becomes eligible to receive Worker's Compensation will retain the total amount of his or her Worker's Compensation check and may receive the difference between their Worker's Compensation payment and his or her regular gross salary through the use of accrued flexible time off. In no event shall the total of the Worker's Compensation check and the accrued flexible time off compensation exceed the employee's normal gross pay.

**ARTICLE 8. GRIEVANCE PROCEDURE**

Section 1. A grievance shall be defined as a dispute or disagreement raised by an employee against the employer involving the violation or application of the specific provisions of this agreement.

Section 2. It is specifically understood that any matters governed by statutory provisions, or Personnel Rules except as expressly provided for in this agreement, shall not be considered grievances under this agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure(s).

Section 3. GRIEVANCE PROCEDURE: Grievances, as herein defined, shall be processed in the following manner:

Step 1. INFORMAL - An employee claiming a violation concerning the application of the express provisions of this agreement shall:

- A. Within ten (10) working days after the first occurrence of the event giving rise to the grievance, present such grievance in writing to his/her immediate supervisor who is designated by the employer.
- B. The supervisor shall answer within five (5) working days after such presentation; and
- C. Thereafter the parties shall have five (5) working days to attempt to resolve the grievance by mutual agreement.

Step 2. FORMAL - If the grievance is not satisfactorily resolved in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be



referred, in writing, to the Manager or the Manager's designated representative-within ten (10) working days after the designated supervisor's answer as provided for in Section 3, Step 1 - B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the union steward or representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions or the agreement allegedly violated, and the relief requested. The employer or the employer's designated representative shall discuss the grievance with the employee within five (5) working days after the date presented or at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the Manager or the Manager's designated representative, the employee and the union representative. If no settlement is reached, the Manager or the Manager's designated representative shall give written answer to the employee and the union representative within ten (10) working days following their meeting.

Step 3. ARBITRATION. If the grievance is not settled in accordance with the foregoing procedure, the employee and union may refer the grievance to arbitration within ten (10) working days after the employee and union's receipt of the employer's written answer in Step 2. The selection of the arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the employer and the union representatives. The arbitrator shall notify the employee, the union representative and the employer of the decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

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

The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the employer and the employee-union, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The decision shall be binding on both the employer and the union and shall be based solely upon the express terms of this agreement and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

Section 4. 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 employee and 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 union representatives involved in each step. The term "working days" as used in this Article, shall mean the days Monday through Friday inclusive, (exclusive of holidays).

Section 5. An employee presenting a grievance may elect to be represented by the union or other representative at Step 2 and 3.

#### **ARTICLE 9. DISCIPLINE**

Section 1. The Employer will discipline employees who have completed the probationary period for just cause only. Just cause will be reduced to writing when applied pursuant to this Article. Discipline will be in any one of the following forms:

- (a) Discharge
- (b) Demotion
- (c) Suspension
- (d) Written reprimand
- (e) Oral reprimand

Section 2. Suspensions, demotions and discharges will be in written form.

Section 3. Written reprimands, to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands, notices of suspension and discharge.

Section 4. Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer.

Section 5. Oral reprimands are not subject to the grievance procedure.

Section 6. Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure.

#### **ARTICLE 10. WORK STOPPAGE LIMITATIONS**

The Union agrees that neither the union, its officers or agents, nor any of the employees covered by this agreement will engage in work stoppage. Any or all employees who violate the provisions of this Article will be subject to discharge or other discipline.

**ARTICLE 11. PREFERRED BENEFIT PLAN**

Section 1. Employees in this bargaining unit will be covered by the County's Preferred Benefit Program as outlined in the Anoka County Rules and Regulations.

**ARTICLE 12. HOLIDAYS**

Section 1. Official holidays of the County for full time employees are:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter (or at the appointing authority's discretion)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25

Section 2. In the event that Christmas Eve (December 24) falls on Monday through Thursday, one-half of the employee's shift (up to four hours) shall be considered a holiday.

Section 3. Any employee who works a holiday listed in Section 1 or the Christmas Eve holiday listed in Section 2 shall be compensated for hours worked at the overtime rate. Employees shall be entitled to payment for holidays pursuant to this Article provided they work their last scheduled day preceding the holiday and their first scheduled day following the holiday. Employees may observe a religious holiday on days which do not fall on Sunday or a legal holiday. Observance of such religious holiday shall be taken off without pay except where the employee has accumulated vacation or deferred holiday hours and in that case such religious holiday may be charged against such leave accumulations at the option of the employee.

Section 4. When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be declared a holiday for employees whose normal work schedule is Monday through Friday. Holidays shall be honored on the calendar day rather than shifting to a Saturday or Sunday for employees who work a schedule different than the normal Monday through Friday schedule.

Section 5. Regular Part Time Probation Officers will be eligible for pro-rated holidays. Aides will not be eligible for the benefit applicable to Probation Officers for holidays not worked.

**ARTICLE 13. INSURANCE**

Section 1. All eligible employees shall be offered participation in the Employer's insurance program. An eligible employee is defined as an individual who would be covered under the health insurance coverage provisions of the County personnel policies. The Employer will contribute to

health, dental, long term disability, short term disability and life insurance on the same basis as the basic non-union employee program for the term of this Agreement.

Section 2. All eligible employees may participate in the Employer's pretax premium payment program on the same basis and subject to the same conditions and restrictions as the basic program for nonunion employees as it may be amended from time to time.

#### **ARTICLE 14. PROBATION**

Section 1. The probation period for personnel covered by this agreement shall be 1040 hours. The parties agree that any probation period extension shall only occur by mutual agreement of the Union, the employee involved, and the County.

Section 2. At any time during the probationary period, a newly hired or rehired employee may be terminated for the sole discretion of the employer and the employee may not appeal the termination through the grievance procedure contained in Article 6.

Section 3. At any time during the probationary period, a promoted employee may be demoted to the employee's previous position at the sole discretion of the employer and the employee may not appeal the demotion through the grievance procedure contained in Article 5. A promoted employee may voluntarily return to the employee's previous position in the bargaining unit within the first six (6) months following the promotion.

#### **ARTICLE 15. SENIORITY**

Section 1. Seniority Defined

- a) County seniority is the total calendar days of service with the employer since the most recent date of employment, re-employment or re-instatement as a regular employee.

Section 2. Interruptions in Seniority

- b) Seniority shall be tolled while on an approved leave of absence of sixty (60) calendar days or more except where seniority must continue to accrue by law or while on layoff. That is, seniority shall not continue to accrue but an employee shall retain all seniority accrued prior to the beginning of the leave of absence or layoff. Seniority shall begin to accrue again upon return from leave or reinstatement from layoff.

Section 3. Ties in Seniority. When two (2) or more employees have the same Classification Seniority date, seniority position shall be determined by County Seniority. Should a tie still exist, seniority placement shall be determined with the employee having the superior rank on the County's Eligibility List. Should a tie still exist, seniority placement shall be determined by coin flip with the winner having the greater seniority.

Section 4. Upon request of the union, the employer shall provide seniority lists as of the effective date of the request for each full time and part time classification covered by this Agreement to include and rank, in order of highest to lowest seniority, all regular employees in the bargaining

unit. This list may not be requested more than twice per year except that such list may be requested prior to any layoff of bargaining unit members.

## **ARTICLE 16. TRANSFERS**

Section 1. The employer retains the right to transfer employees to any assignment within classification as required for efficiency of operation of Anoka County.

Section 2. Procedures for transfers within classification for these assignments shall be as follows:

- A. The employer shall post the fact of any vacancy or anticipated vacancy along with a description of the duty assignment and shall provide a reasonable time for any eligible employee to indicate interest in moving to the duty assignment in question.
- B. The employer shall interview eligible employees interested in transfer to the duty assignment vacancy, or anticipated duty assignment vacancy, on the basis of seniority, if practical.
- C. In the even the most senior applicant(s) is not selected, the applicant may request that the employer inform the applicant in writing the reason he/she was not selected for that assignment.
- D. Any employee may utilize a grievance procedure for redress in the event that the employee believes an action taken by the employer pursuant to this section is not based on just cause.

Section 3. The employer retains the right to establish work shifts and staffing schedules and assign employees thereto as required for efficiency of operation. The employer shall provide at least a thirty (30) day notice of any permanent shift change.

Section 4. Procedures for assignment of non-supervisory employees to work shift schedules shall be as follows:

- A. on, at minimum, a quarterly basis the employer will post the work shift schedule that will be in effect January 1<sup>st</sup> and allow employees, in order of seniority, to indicate their preference(s) as to desired shift assignments. At other time of the year, the employer may reassign an employee and/or fill a work shift schedule assignment without posting when necessary for the efficient operation of Anoka County.
- B. In the event the most senior employee does not get the shift assignment preferred, the Employer shall, if affected employee requests, give the employee a written explanation as to why he/she was not given the shift assignment he/she preferred.
- C. Any employee may utilize the grievance procedure to redress in the event that the employee believes an action taken by the employer pursuant to this section is not based on just cause.

## **ARTICLE 17. GENERAL PROVISIONS**

Section 1. Regular Part Time Probation Officers will be eligible for pro-rated FTO and holidays. Aides will not be eligible for benefits.

Section 2. The employer will replace necessary clothing (uniform and non-uniform) if damaged in the line of duty.

## ARTICLE 18. PAY PLAN

Section 1. Salary range. Employees shall be paid in accordance with the salary schedule attached to this Agreement and marked Appendix A. In the event that there is a rounding difference between the attached salary schedule and payroll, payroll shall govern. The attached salary schedule shall be considered part of this Agreement.

### 2016

There will not be a general increase. Effective the first full pay period in January 2016, the Employer shall provide up to two percent (2%) merit increase on the same basis as nonunion employees in 2016 calculated on the same basis as the basic nonunion program.

### 2017

There will not be a general increase. Effective the first full pay period in January 2017, the Employer shall provide up to three percent (3%) merit increase on the same basis as nonunion employees in 2016 calculated on the same basis as the basic nonunion program.

*Note – Probation Officers are pay grade Grade 12 and Regular appointed Aides are Grade 10.*

Section 2. Start Rates. New employees may be employed above the start rate but only in accord with applicable County personnel regulations and policies.

Section 3. Promotions. Employees who are promoted will be placed on the new Range at an amount not less than 3.0% above the rate from which promoted.

Section 4. Merit Pools/Minimum Range Movement. The merit pool is computed using the standard county formula.

Section 5. Increase After Probation. Employees shall be eligible for a probationary increase of up to five percent (5%) following successful completion of their probationary period (which is typically six months of employment).

Section 6. The County shadow band program will apply to the members of the bargaining unit on the same basis as non-union employees.

Section 7. The effective date of any change in an economic item including general increases, differentials, and premiums will be on the beginning of the first full payroll period following the designated date.

Section 8. Members of the bargaining unit will be permitted to participate in the County's Deferred Compensation Plan Auto Enrollment and the County's Deferred Compensation Plan "Match the Minimum" Contribution on the same basis as the County's general non-organized employee group.

Section 9. In the event that the County continues to have Probation Officers perform ESS duties, any employee assigned specifically to emergency social service (ESS) duty after regular scheduled hours, or weekends, or on regular days off, will be compensated for those hours worked at regular wage, plus 5%.

#### **ARTICLE 19. SAVINGS CLAUSE**

This agreement is subject to the laws of the United States, the State of Minnesota, and the City. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, a state or federal administrative agency from whose final judgment or decree no appeal has been taken with the time provided, or enacted legislation, such provision shall be voided. All other provisions shall continue in full force and effect.

#### **ARTICLE 20. COMPLETE AGREEMENT**

Section 1. This Agreement shall represent the complete agreement between the Union and the Employer.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE 21. MUTUAL CONSENT**


This Agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

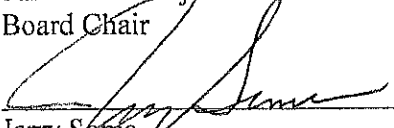
#### **ARTICLE 22. DURATION**

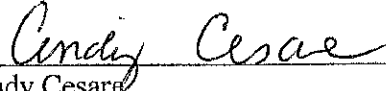
This agreement shall be in full force and effect from January 1, 2016 through December 31, 2017, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by October 1, 2017, or by October 1 prior to any subsequent anniversary date, that it desires to modify or terminate this agreement.

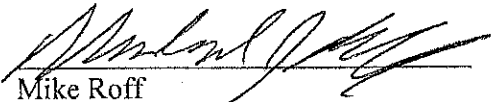
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates noted below:

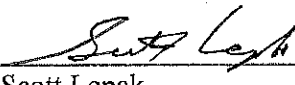
FOR ANOKA COUNTY:

  
Rhonda Sivaram  
Board Chair

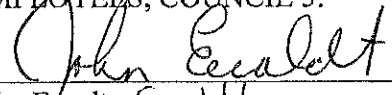
  
Jerry Soma  
County Administrator

  
Cindy Cesare  
Division Head

  
Mike Roff  
Employee Relations Director

  
Scott Lepak  
Labor Counsel

FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 5:

  
John Ewaldt  
Field Representative

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Steward

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711784-v2



## Compensation Standardization

### 1. Shadow Band

- a. Salary movement is within the whole shadow band
  - i. Midpoint is calculated by classified lane, i.e. A006
  - ii. Maximum hourly rate is the highest hourly rate within the shadow band

### 2. Merit Pay Increases

- a. Employees pay rates below the midpoint will receive merit increases calculated at the midpoint of the classified lane
- b. Employees pay rates at the midpoint or above will receive merit increases calculated at the actual salary

### 3. Standardize Probationary Increases

- a. New Employees (Initial Probationary Increase, IPI)
  - i. Starting salary up to 3% above the minimum 5%
  - ii. Starting salary above 3% up to first quartile 4%
  - iii. Starting salary above first quartile to midpoint 3%
  - iv. Starting salary above midpoint 0%
- b. Probationary increases for promotions 4%

### 4. Merit Pay: Performance-Based Range Movement (PBRM) variances for Employees completing initial probation

- a. Six month probation
  - i. IPI received upon completion of probation
  - ii. Merit received in January or July, whichever month is first after completing probation
- b. Twelve month probation
  - i. IPI received after six months (If six month review is meeting expectations)
  - ii. Merit received after completion of twelve month probation



January 9, 2016

Grade		Minimum	Min + 3%	First Quartile	Midpoint	Third Quartile	Maximum-Absorbs Longevity
B009	Hourly	17.1009	17.8139	19.4671	21.8333	24.1995	26.5656
	Monthly	2,964.16	3,053.08	3,374.30	3,784.44	4,194.56	4,604.70
	Annual	35,569.87	36,836.91	40,491.67	45,413.26	50,334.96	55,256.45
B010	Hourly	18.7234	19.2851	21.2748	23.8261	26.3775	28.9288
	Monthly	3,245.39	3,342.76	3,667.83	4,129.86	4,572.10	5,014.33
	Annual	38,844.87	40,113.01	44,251.58	49,558.29	54,865.20	60,171.90
B011	Hourly	20.6899	21.2900	23.4440	26.2181	28.9922	31.7663
	Monthly	3,582.78	3,690.27	4,063.63	4,544.47	5,025.31	5,506.16
	Annual	42,993.39	44,283.20	48,783.52	54,533.65	60,303.78	66,073.90

Grade		Minimum	Min + 3%	First Quartile	Midpoint	Third Quartile	Maximum-Absorbs Longevity
C012	Hourly	22.8214	23.5080	25.8408	28.8598	31.8790	34.8981
	Monthly	3,955.71	4,074.37	4,479.04	5,002.37	5,525.69	6,049.00
	Annual	47,468.51	48,892.48	53,748.45	60,028.38	66,308.32	72,588.05
C013	Hourly	25.1744	25.9296	29.5331	33.8918	38.2505	42.6092
	Monthly	4,363.58	4,494.46	5,119.07	5,874.58	6,630.09	7,385.59
	Annual	52,362.75	53,933.57	61,428.85	70,494.94	79,561.04	88,627.14

July 9, 2016

Grade		Minimum	Min + 3%	First Quartile	Midpoint	Third Quartile	Maximum-Absorbs Stability Ranges
B009	Hourly	17.4429	17.9682	19.7236	22.0043	24.2850	26.5666
	Monthly	3,023.44	3,114.14	3,418.78	3,814.08	4,209.40	4,604.70
	Annual	36,281.23	37,369.70	41,025.09	45,768.94	50,512.80	55,256.45
B010	Hourly	19.0979	19.8708	21.5557	24.0134	26.4711	28.9288
	Monthly	3,310.30	3,409.81	3,736.32	4,162.32	4,588.32	5,014.33
	Annual	39,723.63	40,915.26	44,835.86	49,947.87	55,059.89	60,171.90
B011	Hourly	21.0833	21.7158	23.7541	26.4248	29.0956	31.7663
	Monthly	3,554.44	3,764.07	4,117.38	4,580.30	5,043.24	5,506.16
	Annual	43,553.26	45,168.86	49,408.53	54,963.58	60,518.65	66,073.90

Grade		Minimum	Min + 3%	First Quartile	Midpoint	Third Quartile	Maximum-Absorbs Stability Ranges
C012	Hourly	23.2778	23.9761	26.1829	29.0880	31.9931	34.8981
	Monthly	4,034.82	4,155.88	4,538.37	5,041.92	5,545.47	6,049.00
	Annual	48,417.82	49,870.29	54,460.43	60,503.04	66,545.65	72,588.05
C013	Hourly	25.6779	26.4482	29.9108	34.1436	38.3764	42.6092
	Monthly	4,450.84	4,584.35	5,184.54	5,918.22	6,651.91	7,385.59
	Annual	53,410.03	55,012.26	62,214.46	71,018.69	79,822.91	88,627.14

March 4, 2017

Grade		Minimum	Min + 3%	First Quartile	Midpoint	Third Quartile	Maximum-Absorbs Stability Ranges	
B009	Hourly	17.45	17.97	19.73	22.01	24.29	26.57	
	Monthly	3024.67	3114.80	3419.87	3815.07	4210.27	4605.47	
	Annual	36296.00	37377.60	41038.40	45780.80	50523.20	55265.60	
B010	Hourly	19.10	19.67	21.56	24.02	26.47	28.93	
	Monthly	3310.67	3409.99	3736.63	4162.60	4588.57	5014.53	
	Annual	39728.00	40919.84	44839.60	49951.20	55062.80	60174.40	
B011	Hourly	21.09	21.72	23.76	26.43	29.10	31.77	34.90
	Monthly	3655.60	3765.27	4118.40	4581.20	5044.00	5506.80	6049.33
	Annual	43867.20	45183.22	49420.80	54974.40	60528.00	66081.60	72592.00

Grade		Minimum	Min + 3%	First Quartile	Midpoint	Third Quartile	Maximum-Absorbs Stability Ranges	
C012	Hourly	23.28	23.98	26.19	29.09	32.00	34.90	
	Monthly	4035.20	4156.26	4538.73	5042.27	5545.80	6049.33	
	Annual	48422.40	49875.07	54464.80	60507.20	66549.60	72592.00	
C013	Hourly	25.68	26.45	29.91	34.15	38.38	42.61	46.29
	Monthly	4451.20	4584.74	5184.83	5918.47	6652.10	7385.73	8023.60
	Annual	53414.40	55016.83	62218.00	71021.60	79825.20	88628.80	96283.20