

**AGREEMENT BETWEEN**  
**CONFIDENTIAL PUBLIC EMPLOYEES ASSOCIATION**  
**REPRESENTING ST. LOUIS COUNTY**  
**CONFIDENTIAL UNIT EMPLOYEES**  
  
**AND**  
  
**ST. LOUIS COUNTY**

2015-2016

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**CONFIDENTIAL PUBLIC EMPLOYEES ASSOCIATION**  
**REPRESENTING ST. LOUIS COUNTY**  
**CONFIDENTIAL UNIT EMPLOYEES**

**AND**

**ST. LOUIS COUNTY**

**PREAMBLE**

The County of St. Louis, Minnesota (hereinafter referred to as the “Employer”), through its duly authorized representatives and Confidential Public Employees Association (hereinafter referred to as the “Association”), representing employees covered by this agreement, do hereby reach an Agreement for the terms and conditions of their employment.

This Agreement was adopted by the Employer and the Association, with an effective date for the conditions and terms of employment to become effective January 1, 2015.

**ARTICLE 1**  
**RECOGNITION**

Section 1. The Employer recognizes the Association as the exclusive representative for collective bargaining purposes of all confidential employees of the County of St. Louis who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding all other employees. An employee promoted to a position of classified service that has been designated a confidential position shall immediately become a member of this unit and subject to the terms of this Agreement. Disputes as to the inclusion of a new or changed classification shall be referred to the Minnesota Bureau of Mediation Services for decision.

Section 2. The Employer or its representatives shall not enter into any agreement or bargain collectively or individually in any way which conflicts with the terms of this Agreement.

## **ARTICLE 2 MANAGEMENT RIGHTS**

The Employer has and retains the right to operate, manage and control its properties and facilities, to establish functions and programs, to set budgets, to determine the full utilization of technology, to establish or modify its organizational structure, to maintain order and efficiency, to determine the number of personnel and amount of supervision, to direct the work force, hire, promote, transfer, assign, suspend, demote, discharge or retain employees in this unit, and take whatever action necessary to carry out the mission of the Employer in situations of emergency, which shall be declared in writing by the Chairman of the County Board or his designee. It is recognized by the Association that the employees who are members of this unit have the duty and responsibility of carrying out the Employer's policies as to all the rights retained by the Employer in this Article. Such rights and responsibilities are limited only to the extent specifically modified within this Agreement.

## **ARTICLE 3 ASSOCIATION ACTIVITY, ACCESS TO PREMISES**

Section 1. Payroll deductions shall be made monthly from the salary of the employees upon presentation by the Association of authorized certification from the proper Association representatives. Association dues and fair share fee deductions shall be submitted to the Association within 15 days.

The Association shall hold harmless and indemnify the Employer against any and all claims, suits, losses, orders, verdicts, or judgments against the Employer resulting from action taken by the Employer pursuant to the provisions of this Section.

Section 2. Association representatives shall have access to the premises, subject to approval of the Department Head, to meet and confer with the employees, but the Association agrees not to interfere with the normal operation of the Employer at any time. The Association shall certify to the County Board and to each Department Head, a complete and current list of officers and representatives in the bargaining unit who have authority to officially represent Association members. The steward designated by the Association and representing aggrieved employees shall in the course of attending Step 1 and Step 2 grievance meetings receive the steward's regular pay, excluding overtime, when a Step 1 or Step 2 grievance meeting is held during working hours.

## **ARTICLE 4 WORKDAY, REST BREAKS, SCHEDULES**

Section 1. The normal workday for full-time employees shall be 7½ hours except where other schedules are in effect. The normal workweek for full-time employees shall begin at 12:01 a.m. Saturday and end at 12:00 midnight Friday and have 37½ hours in the normal workweek. The annual work year for full-time employees shall be 1,950 hours.

Section 2. All full-time employees shall receive two break periods of 15 minutes each and an unpaid lunch period of up to one hour. Part-time employees shall receive a 15 minute break for every four hours of consecutive work. Part-time employees working a shift of 7½ hours or more shall receive an unpaid lunch period of up to one hour.

Section 3. Employees may be required to work shifts on schedules as designated by the Department Head. The Department Head may change an employee's work schedule following 14 days' written notice to the employee and the Association. The Association may request to meet and confer with the Department Head to discuss the change.

Flextime schedules or job sharing arrangements may be had upon mutual agreement between the Department Head and the Association.

Section 4. At no time shall split shifts or work be scheduled such as four on and four off. No employee shall be compelled to work more than 16 consecutive hours without a break of at least four hours.

## **ARTICLE 5 WAGE RATES AND PAY DATES**

Section 1. Pay dates shall be every other Friday, and pay periods shall commence at 12:00:01 a.m. Saturday and shall end at 12:00 midnight Friday. The official payroll year shall be defined as commencing with the beginning of the pay period covered by the first bi-weekly paycheck of the new calendar year. Vacation and sick leave hours accrued will be stated on each paycheck, current to within one pay period. The end of the payroll year shall apply to administration of the maximum sick leave accruals, waivers from the maximum vacation accrual, as well as the use of allotted personal leave days as specified in other provisions of this Agreement.

Section 2. The bi-weekly and hourly rates annexed hereto as Exhibit "A" shall be paid to all employees effective the first payroll period of 2015 (1.75% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit "B" shall be paid to all employees effective the first payroll period of 2016 (1.75% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit "C" shall be paid to all employees effective

December 24, 2016 (0.5% increase). Wage adjustments will be applied for the full pay period covered by the first bi-weekly pay of the new contract year. No lower or higher rates shall be paid during the life of this Agreement unless previously negotiated between the Employer and the Association.

When a new classification is created the rate of pay for the new classification shall be negotiated between the Employer and the Association.

A minimum two grade differential shall be maintained between the classification of any member of this unit and the classification of any employee directly supervised by the unit member, and the unit member's pay rate shall not be less than the subordinate's basic pay rate (excluding longevity).

Section 3. Upon receiving a work performance rating of competent for the preceding year of service, an employee shall receive an increase in pay equal to one pay step after the 8<sup>th</sup>, 12<sup>th</sup>, 16<sup>th</sup>, 20<sup>th</sup> and 24<sup>th</sup> consecutive years of service without a break in employment.

Section 4. Out-of-Class Pay. In order to accomplish the duties and responsibilities assigned in a position which is unoccupied due to the temporary, short-term absence of an incumbent, an employee in a position allocated to a lower salary grade may be assigned to perform all or part of the duties of the vacant position. If the employee having newly assigned job duties is required to perform a majority of the duties and responsibilities that serve as the basis for the higher grade allocation of the vacant position for ten consecutive days or more, the employee shall be considered to be working "out-of-class" and shall be increased to the step in the new Grade which is equal to a 2-step increase from the employee's current rate, except that the employee may not be placed in a longevity step for which the employee is not eligible, retroactive to the first day of the current out-of-class assignment.

## **ARTICLE 6**

### **OVERTIME, EMERGENCY CALL OUT, SHIFT DIFFERENTIAL**

Section 1. All employees required to work over 7½ hours per day or 37½ hours per week shall be paid in cash at the overtime rate of 1½ times their regular rate. However, each hour over 7½ per day or 37½ per week may be taken off as compensatory time at time and one-half.

All employees who choose to bank compensatory time off shall be permitted to bank such compensatory time off without restriction as to the number of hours banked, but in no case shall accumulate compensatory time to exceed the maximum allowable under the Fair Labor Standards Act. Compensatory time off shall be taken at times agreed to by the employee and his/her supervisor. If an employee is unable to use and take said

compensatory time off before the end of the payroll year, the employee shall be paid for the said accumulated compensatory time in January of the following year in which the compensatory time was earned, except at the employee's option, up to 75 hours of compensatory time may be carried over to the following year. In addition, upon request of the employee, accumulated compensatory time shall be paid off at the end of the pay period nearest to June 15 or November 30, as part of the paycheck for that pay period. All overtime payoffs shall be at the pay plan rate in effect during the payroll year in which the overtime was earned.

Section 2. All employees who have completed their daily shift and have returned home and are called back to return to work before the beginning of the employee's regular shift on the employee's next regularly scheduled work day shall be termed as an emergency call-out and shall be paid 1½ times the employee's straight time rate for all hours worked during the call-out, or three hours at 1½ the employee's basic hourly rate of pay, whichever is greater.

The above paragraph shall not apply to within a four hour period immediately preceding the regular starting time. All employees required to come on duty within this four hour period shall be allowed 1½ on a quarter-hour basis to the nearest quarter hour. Call out hours shall not be credited as "hours worked" in the calculation of total work day/work week hours for overtime computation.

Section 3. Employees working a regular shift commencing between the hours of 2:00 p.m. and 10:00 p.m. shall, in addition to their regular hourly rate of pay, receive a shift differential equal to \$.25 (2013 - \$.30; 2014 - \$.35) per hour for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 10:00 p.m. and 5:00 a.m. shall, in addition to their regular hourly rate of pay, receive a shift differential equal to \$.35 (2013 - \$.40; 2014 - \$.45) per hour for each hour worked during such a shift. No employee shall receive shift differential for any time for which the employee will receive overtime or call-out compensation provided for in this Article.

Section 4. Authorized paid time off in the form of vacation, personal leave or holiday pay shall count as "hours worked" for purposes of computing overtime. Sick leave and compensatory time shall not count as "hours worked" for the purpose of computing overtime.

## **ARTICLE 7 HOLIDAYS**

Section 1. All permanent and probationary employees shall be entitled to the following guaranteed paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. When New Year's

Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the Friday preceding is the official holiday and if they fall on a Sunday, the Monday following is the official holiday.

Section 2. To be eligible to receive a paid holiday, an employee must be in payroll status on the normal scheduled work day immediately preceding and the normal scheduled work day immediately following the holiday(s). Payroll status shall be defined as: When actually working, on paid vacation, paid sick leave, compensatory time off, paid personal leave, or on a paid leave of absence.

Section 3. If an employee does not work on the holiday, the employee shall receive holiday pay of 7½ hours at the employee's regular rate of pay. Any employees required to work on any of the aforementioned holidays shall be considered as working overtime and compensated accordingly as provided in Article 6.

Section 4. Part-time employees shall receive holidays and personal leave on a pro-rated basis. For purposes of prorating personal leave (for which employees are eligible after working 489 hours) the first 489 hours worked will be divided by the number of pay periods to determine the average hours worked per pay period. The average hours worked per pay period will then be divided by 75 to determine the percentage of proration for the remainder of the calendar year. Annually thereafter, straight time hours worked in the preceding year will be divided by 1,950 to determine the percentage or proration.

## **ARTICLE 7A PERSONAL LEAVE**

Section 1. Two days of personal leave with pay will be granted to permanent and probationary employees per year of employment, except that employees whose most recent date of hire is prior to July 1, 2013 shall have four days of personal leave with pay annually after the first year of employment. Personal leave may be taken in one-half hour increments and shall not accumulate from year to year. New employees must work 489 hours before being eligible to use personal leave days.

Use of personal leave requires advance approval from the employee's supervisor.

Section 2. Eligible part-time employees shall receive prorated personal leave in accordance with Article 7, Section 4, above.

## **ARTICLE 8 VACATIONS**

Section 1. All permanent and probationary employees shall earn vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 through 1 years	2.00
Commencing 2 through 3 years	3.75
Commencing 4 through 5 years	5.25
Commencing 6 through 10 years	6.5
Commencing 11 through 15 years	7.25
Commencing 16 through 20 years	7.75
Commencing 21 through 24 years	8.25
25 and over	9.0

Vacations for full-time and part-time employees shall be given in accordance with present Civil Service Rules on vacations. Vacation may accumulate to 270 hours at the end of any given pay period. Vacation may be taken in one-half hour minimum increments.

Employees are eligible to receive and use accrued vacation with pay upon successful completion of their initial probationary period. If the probationary period is extended, the employee may be permitted to use vacation leave during the extension.

Changes in vacation earnings shall be effective the beginning of the pay period that includes the first of the month following the employee's required years of service.

Section 2. Paid holidays occurring during an employee's approved vacation shall not be charged against vacation time but shall be treated as holidays. Sick leave because of hospitalization of the employee or hospitalization or death in the employee's immediate family as defined in Art. 9, Sec. 3(c), occurring during an employee's approved vacation shall not be charged against vacation time if the employee presents written verification.

Section 3. Upon termination, employees shall be paid up in full for all past earned and accumulated vacation.

Section 4. Proration. Eligible employees being paid for less than a full 75 hour pay period shall have their vacation accruals pro-rated.

**ARTICLE 9  
SICK LEAVE**

Section 1. Sick leave with pay shall be earned by all permanent and probationary employees in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 months	2.00
Commencing 13 months	4.00
Commencing 25 months (for employees whose most recent date of hire is prior to July 1, 2013 only)	5.25

Section 2. Sick leave shall be accrued in the pay period in which it is earned and deducted in the pay period in which it is used. Eligible employees being paid for less than a full 75 hour pay period shall have their sick leave accrual pro-rated. Employees on probation shall earn and be permitted use of sick leave.

No accumulated sick leave shall exceed 1,900 hours (1,350 for employees whose most recent date of hire is July 1, 2013 and after) as of the end of the last pay period of the payroll year.

Section 3.

- (a) Sick leave may be paid for absence because of an employee's inability to perform his/her duties by reason of illness or injury, by necessity for medical or dental care, or by exposure to a contagious disease under circumstances in which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty.
- (b) Sick leave may be paid, upon approval of the supervisory staff, for absence due to illness in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as parents, spouse, children, minor wards of the employee, or other family members referenced under Minnesota Statute 181.9413, as amended.
- (c) Sick leave may be paid, upon approval of the supervisory staff, for absence because of death in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as spouse, parents of spouse, parents, step-parents, guardian, children, step-children, brothers, sisters, wards of the employee, grandparents or grandchildren. An

employee may be permitted, upon approval of his/her Department Head, up to a maximum of ten (10) days sick leave in the event of death in the immediate family, as defined in this subsection, and in conformity with Civil Service Rules and Regulations.

Section 4. A Department Head may at any time request an employee to submit complete medical verification, on a form provided by the Employer, as to why the employee's illness or injury prevents the employee from working, if there is a concern about appropriate use of sick leave. The Department Head may indicate whether the verification shall be from an attending or a designated physician.

## **ARTICLE 10 SICK LEAVE BANK**

The Confidential Unit Sick Leave Bank is an additional benefit system maintained by the employer and shall be administered by a committee appointed by the Association to permit extensions of sick leave in the event of major injury or illness. The Association shall keep the Employer advised in writing of membership of the committee. The Committee shall act pursuant to guidelines established by St. Louis County Board of Commissioners.

The Committee, upon establishing a need for additional funding of the Sick Leave Bank, shall provide written documentation of such need to the Human Resources Director at the beginning of the payroll year. Upon receipt of reasonable documentation, one day of sick leave will be deducted from the total sick leave accumulation of each unit employee qualified to participate in the Sick Leave Bank to be credited to the Unit's Bank.

No employee shall be allowed to participate in the Sick Leave Bank until they have reached the maximum rate of accrual for sick leave.

An employee shall not be eligible to draw from the Sick Leave Bank unless the employee enters into a Sick Leave Bank Reimbursement Agreement, on a form prepared by the Employer, which: (1) acknowledges that the Employer has not agreed, by contract or otherwise, to compensate the employee any amount in excess of the employee's regular wages; (2) requires the employee to reimburse the Sick Leave Bank 100% of the funds received; (3) authorizes and directs the Employer to deduct the amount drawn from the Sick Leave Bank from the wage loss proceeds, if any, awarded in a workers' compensation proceeding or from any other funds designated in the executed Sick Leave Bank Reimbursement Agreement; and (4) includes any other provisions applicable to the individual employee's specific request.

**ARTICLE 11  
EMPLOYEE INSURANCE PLANS**

Section 1. Health Insurance. The Employer agrees to permit all permanent and probationary employees to be covered by the St. Louis County Group Health Care Plan. The Employer shall contribute to the premium as follows for full-time employees:

Single Coverage	100%*
Dependent Coverage	70/30

The Employer shall contribute to the premium for part-time employees pursuant to Section 6 of this Article.

See attached Memorandum of Understanding.\*

[NOTE: The actual descriptions of the group Health Care Plan benefits are contained in the plan documents, and are available in the Human Resources Department.]

Eligibility. Full-time permanent and probationary employees are eligible for group health plan coverage on the first of month following one full calendar month of employment. Part-time permanent and probationary employees are eligible for group health plan coverage on the first day of the next calendar month of employment after completing 489 hours of service.

Section 2. Life Insurance.

The Employer agrees to pay the full premium for group life insurance for full-time permanent and probationary employees and also contribute to the premium for part-time permanent and probationary employees pursuant to Section 6 of this Article. The amount of group life insurance is based on annual base salary, according to the following schedule:

<u>Annual Base Salary</u>	<u>Policy Amount</u>
Up to \$15,000	\$15,000
\$15,000 - \$20,000	\$20,000
\$20,000 - \$25,000	\$25,000
\$25,000 - \$30,000	\$30,000
\$30,000 - \$35,000	\$35,000
\$35,000 - \$40,000	\$40,000
\$40,000 - \$45,000	\$45,000
\$45,000 - \$50,000	\$50,000
\$50,000 and over	Annual base salary rounded to nearest one thousand dollar increment

Annual base salary shall be computed on January 1 of each year or, for new employees, on their date of hire.

Eligibility. Full-time employees become eligible for life insurance on the first of the month following six full calendar months of employment. Part-time employees become eligible on the first of the month following completion of 1000 hours.

Section 3. Dental Insurance. The Employer will pay for the full cost of the premium for single dental coverage for all full-time permanent and probationary employees and also contribute to the premium for part-time permanent and probationary employees pursuant to Section 6 of this Article. The maximum benefit is \$1,500 per year.

Section 3(a). Long Term Disability Insurance. The Employer shall provide and pay seventy percent (70%) of the monthly premium for a policy of long term disability insurance coverage in accordance with the St. Louis County Long Term Disability Coverage Plan for those employees eligible for and electing to enroll in the Plan. Premium cost shall be added to the employee's W-2.

Eligibility. Full-time permanent and probationary employees are eligible for long term disability insurance coverage on the first of the month following one (1) full calendar month of employment. Part-time permanent and probationary employees are eligible for long term disability insurance coverage on the first of the month following one full calendar month of employment provided that part-time employees occupy a position with a minimum of a .5 FTE in the first payroll year of employment. Thereafter, eligibility for part-time employees requires an average of at least 18.75 hours worked per week in the preceding payroll year.

Section 4. Claims Against Employer. Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility for benefits shall be governed by the terms of the insurance plan and not by this Agreement. The Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by the insurance plan administrator, except in case of error by the Employer in reporting information to the administrator.

Section 5. Participants in an approved job sharing arrangement may, by mutual agreement between the job share participants, apportion the health care and dental benefits for which the job share position is eligible. Apportionment shall be limited to either (a) one employee receiving all of the benefit and the other none; or (b) the two employees splitting the benefit equally.

Section 6. Prorated Employer Contribution for Eligible Part-Time Employees. All newly appointed eligible part-time employees (new County employees, full-time employees moving to part-time status, and part-time employees changing positions) will receive a prorated Employer contribution to the premiums for health, dental, and life coverage based on the full time equivalent of the position to which they are appointed.

Thereafter, the proration amount for the following insurance year will be recalculated at the end of each payroll year. The proration amount will be equal to the percentage of the employee's full time equivalent based on the actual hours in payroll status during the previous payroll year. For this purpose, "payroll status" includes regular hours worked, the straight time equivalent of overtime hours worked, and any paid leave time.

## **ARTICLE 12**

### **SENIORITY, PROMOTIONS, TRANSFERS AND PROBATION**

Section 1. Seniority. Seniority shall be defined by length of service in a classification within a County Department in which the service occurred. Seniority shall consist of the continuous uninterrupted accumulation of paid service as a permanent employee in the classified service. Any employee required to be on military leave shall receive all rights of seniority while on such leave.

Classification seniority earned by an employee in a department shall be retained and shall continue to accrue in that department as the employee promotes or transfers to other County departments. Seniority shall not be lost due to absence by illness, authorized leaves (filed in writing), or temporary layoffs that may occur for whatever reason. A seniority list shall be initially established by the employer and brought up to date by the first of April of each year based on the previous calendar year, and a copy sent to the Association.

Classification seniority earned in the employee's current department shall be exercised first, and thereafter exercised by classification seniority earned in the department(s) in which the employee had prior service in the inverse order of departments that promotions and transfers occur. If the exercise of seniority rights within the departments in which the service occurred does not prevent layoff, the employee may exercise County-wide seniority rights in the lowest job title of the employee's classification series, if the employee has permanent status in that classification.

Section 2. Promotions. Employees upon promotion to higher classifications shall have the option at any time during the probationary period to accept a voluntary demotion to the position from which promoted provided that the position is not filled permanently. At the option of the Employer, the employee accepting a voluntary demotion may be returned to a different position in the same classification.

Section 3. Transfers. Notice of the classification and location of a position available in a County department will be posted by the Human Resources Department at least five days prior to filling the vacancy. Employees in the department and in the same classification may request consideration for lateral transfer by submitting a memorandum to the Human Resources Department within the stated time limit. All employees submitting such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the appointing authority is still interested in seeing additional candidates. The appointing authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

Section 4. Probation. Unless extended by the Department Head, not to exceed one year, the probationary period for all full-time employees shall be six months full-time service and for part-time employees shall be the later of six months or 1,000 hours paid service. Any time during the extended probationary period a Department Head may decide to accept the employee as qualified. If an employee is discharged during probation, the employee shall not have any rights under the grievance procedure contained herein. Employees on probation for promotional appointments shall not be entitled to grieve termination of the promotional appointment.

Section 5. Temporary appointment to an entry level position may be made to accomplish short-term projects or work activities for a period not to exceed 12 consecutive calendar months.

### **ARTICLE 13 RESIGNATION, LAYOFF**

Section 1. Resignation. An employee who is absent without authorized leave for three days will be considered as having resigned not in good standing, at the discretion of the Department Head. The Department Head may, however, consider any written request for reconsideration submitted by the employee or the Association on the employee's behalf.

Section 2. Layoff. If it becomes necessary to reduce the workforce, all emergency, provisional, temporary and probationary employees shall be terminated before permanent employees in the same class are laid off. Permanent employees shall be laid off in inverse order of seniority in accord with the established seniority roster per classification first, and second by total departmental time.

Section 3. Layoff Notice. Written notice of layoff shall be served upon the affected employees, with a copy to the Association, at least 14 calendar days prior to the effective date of the layoff.

Section 4. Recall from Layoff. Employees will be recalled from layoff by appointment from the reemployment list in order of seniority.

## **ARTICLE 14 LEAVES OF ABSENCE**

Section 1. Jury Duty Leave. Paid leave shall be granted for service upon a jury. "Service upon a jury" includes time when the employee is impaneled for actual service or is required by the Court to be present for potential selection for service. During any other time, the employee shall report to work.

Section 2. Parenting Leaves. Upon 60 days advance written request by an employee to his/her Department Head, a maximum of six continuous months of unpaid leave of absence shall be granted in connection with the birth or adoption of a child. The employee shall have discretion to determine the length of leave up to a maximum allowed under this section. The leave shall commence within one year after the birth or custody date of an adopted child. Provided, however, when both parents are employees of the County, the leave provided to the combination of both parents shall not exceed the maximum provided under this section.

## **ARTICLE 15 DISCIPLINE**

Section 1. Discipline. The Employer shall not discipline an employee without just cause. Discipline shall consist of a written reprimand, demotion, suspension or discharge. An employee who is disciplined shall receive written notice of the action, stating the reasons therefore, with copy to the Association. An employee has the right to request the presence of an Association representative when questioned as part of an investigation that could lead to discipline for the employee.

Written documentation of disciplinary action shall be read and acknowledged by signature of the employee, with copy to be provided to the employee and to the Association. An employee may examine his/her personnel file at reasonable times, under direct supervision of the Employer.

## **ARTICLE 16 GRIEVANCE PROCEDURE**

### **A. Employee Rights of Protection and Representation.**

Section 1. Nothing contained in this Agreement shall be construed to deny any employee his/her rights under applicable Civil Service Law and Rules made thereunder.

Section 2. Every employee shall have the right to present a grievance to the Employer free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

Section 3. Any original entrance employee covered by this Agreement working in probationary or provisional status may be discharged or any person provisionally promoted may be demoted to his/her former permanent class at the sole discretion of the Employer and shall not have the right to such relief pursuant to the grievance procedure contained herein.

B. Grievance Defined.

Section 1. A grievance shall be defined as a dispute or disagreement raised by any employee against the Employer involving the interpretation or application of the specific provisions of this Agreement; provided, however, that a grievance shall not include any matter which is not within the authority of the Employer to act.

Section 2. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the Employer to take action complained of, subject, however, to the final resolution of the grievance.

C. Grievance Procedure.

In the event an employee covered by this Agreement files a grievance as defined in Section 1, the matter shall be resolved in accordance with the following procedure:

Step 1. Within ten calendar days after the first occurrence of the event giving rise to the grievance, the employee and/or the employee's representative shall submit the employee's grievance to the employee's supervisor who, within five calendar days thereafter, shall give his/her answer.

If the employee's immediate supervisor is the Department Head, the grievance procedure will begin at Step 2.

Step 2. If the grievance is not settled in Step 1, the employee and/or his/her representative shall present the matter in writing to the employee's Department Head within seven calendar days after receipt of the Supervisor's answer. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and relief requested.

Within five calendar days of the receipt of the written grievance, the Department Head shall arrange a meeting with the Association at a mutually agreeable time to discuss the

matter. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Department Head and the Association. If no settlement is reached, the Department Head shall give the Department's written answer to the Association within five calendar days following their meeting.

The Employer and the Association may agree to submit the grievance to voluntary grievance mediation prior to submitting the grievance to Step 3. The agreement to mediate must occur within the time limit for submitting the grievance to Step 3 and the time limit for submitting the grievance to Step 3 shall not be extended in the absence of an agreement to mediate.

Step 3. If the grievance is not settled in Step 2 the Association shall present the matter in writing to the County Grievance Board within five calendar days after the receipt of the Department Head's written answer. The Grievance Board shall be composed of three members appointed by the County Board of Commissioners.

Within 14 calendar days of receipt of such written grievance, the County Grievance Board shall schedule a hearing into the matter, after the close of which it shall render its decision no later than five calendar days thereafter.

Step 4. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within ten calendar days after receipt of the County Grievance Board's decision by requesting the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. Both the Employer and the Association shall have the right to alternately strike two names from the panel. The party striking the first name shall be established by the flip of a coin. The remaining person shall be notified of his/her selection and requested to set a time and a place for the hearing, subject to the availability of the Employer and the Association representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issue submitted by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying the application of laws and rules and regulations having the force and effect of law. If the arbitrator finds that the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, the arbitrator shall return the matters to the parties without decision.

The arbitrator shall submit the arbitrator's written decision within 30 calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of

this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

The fee and expenses of the arbitrator shall be divided equally between the Employer and the Association. Each party shall be responsible for compensating its own representative and witnesses.

D. 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 Association may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and Association representative involved in each Step.

E. Election of Remedies.

In the event more than one procedure is available for resolution of a grievance arising under this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration pursuant to this Article 16 or another procedure including but not limited to fair employment or veterans preference. If appealed to any procedure other than arbitration pursuant to this Article, the grievance is not subject to the arbitration procedure as provided in this Article 16.

An employee pursuing remedy pursuant to a statute under the jurisdiction of the United State Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (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 shall be immediately null and void and shall be deleted from this Agreement.

## **ARTICLE 17 RETIREMENT, PENSION, WORKER'S COMPENSATION**

Section 1. The Employer agrees to permit retired employees to be continued on the St. Louis County hospitalization and insurance programs provided they qualify for

retirement under the rules and regulations of the Public Employees Retirement Association (PERA) or Coordinated Plans established by state law and are otherwise eligible to continue coverage under Minn. Stat. §471.61.

Section 2. The Employer adopted a policy providing for the implementation of a Post-Retirement Health Care Savings Plan (PRHCSP) for qualifying employees covered by this agreement. Pursuant to that policy, to qualify for participation in the PRHCSP, an employee must, at retirement, have been employed by the Employer for five consecutive years immediately prior to retirement, qualify for and receive retirement benefits under the rules and regulations of the PERA or other appropriate State of Minnesota sponsored retirement fund, or Social Security.

Pursuant to the PRHCSP policy, the Employer shall, upon a qualifying employee's retirement, deposit into the employee's PRHCSP account the cash equivalent of the employee's accrued vacation and sick leave.

Accrued sick leave shall be the number of unused sick leave hours, not to exceed one thousand nine hundred (1,900) (one thousand one hundred fifty (1,150) for employees whose most recent date of hire is July 1, 2013 and after), multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement.

Prior to the employee's retirement the Employer shall provide the employee with notice of the employee's accrued vacation. The employee may utilize the accrued vacation in full prior to retirement. If the employee does not qualify for the PRHCSP, the employee shall, upon retirement, be paid in full for all accrued vacation.

In the event that an employee is qualified to be exempt from the PRHCSP, and the employee's application for exemption is approved by the Plan Administrator, then in lieu of any of the above-referenced payments on behalf of the employee to a Post-Retirement Health Care Savings Plan account, the employee shall receive a taxable cash severance payment calculated as follows:

First, from the employee's accumulated, unused sick leave, not to exceed 1,900 hours (1,150 hours for employees whose most recent date of hire is July 1, 2013 and after), calculate the lesser of one-half of the employee's accumulated, unused sick leave or the cost of the maximum life insurance benefit available to the employee under the employee's collective bargaining contract, when the life insurance is purchased as paid up life insurance. This amount shall be designated as the "option amount." The employee shall next designate the portion of the option amount which the employee wishes to use to purchase paid up life insurance. From the balance of the option amount, after deduction of the life insurance cost, shall be subtracted an amount equal to any Employer's FICA tax payable on the option amount. The remaining balance of the option amount shall

then be paid to the employee as a cash payment, subject to withholding deductions required by law (e.g. employee's FICA, State and Federal income tax, etc.).

It is the parties' intention that in no event shall payment of the option amount, whether received as paid up life insurance or cash severance, result in a FICA tax payment by the Employer which cannot be fully deducted from the option amount.

Adoption of the policy shall not be construed as a waiver of the Employer's position that employer contributions to Post-Retirement Health Care Savings Plans are not a mandatory topic of negotiations. The Employer may amend or repeal the policy at any time. However, if the Association objects to the Employer's amendment or repeal, the Association shall be entitled, upon written notice to the Employer, to reinstate the terms of Article 13, Section 1 of the 2001-2002 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

### Section 3. Workers' Compensation.

- (a) Any employee who by reason of sickness or injury receives Workers' Compensation benefits may do either of the following:
1. Retain the Worker's Compensation benefits without assessment against any available leave credits, or
  2. Retain the Worker's Compensation benefits and receive from the Employer any available earned accumulated sick leave, vacation leave or other accumulated leave benefit. The total weekly compensation including leave and workers' compensation benefits shall not exceed the regular weekly net base pay rate of an employee. "Net base pay" is defined as the employee's regular weekly gross less FICA, Medicare, PERA and federal and state income tax withholding. Overtime will be considered on the same basis as it is for workers' compensation purposes.

If any employee uses sick leave pursuant to this agreement, and is subsequently awarded workers' compensation benefits for the same period, the Employer is authorized to deduct from workers' compensation wage loss benefits the amount of sick leave received by the employee, less the sick leave which the employee would be eligible to receive pursuant to Section 1 of this Article.

- (b) While an employee is receiving loss of wage benefits under the Worker's Compensation Act (temporary total or temporary partial disability benefits), the Employer shall continue to pay the Employer's share of hospitalization-medical insurance premiums for both single and family dependents' premiums together with the premiums on employee's life insurance and such payments shall continue

even though the employee has extended his/her sick leave, vacation, and personal leave benefits. Payments of such premiums by the Employer pursuant to this Article shall end upon issuance of notice of discontinuance of benefits by the Commission of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

## **ARTICLE 18 SAFETY; REIMBURSEMENT OF MEAL & LODGING EXPENSES**

Section 1. The Employer agrees that a representative from the Association may serve on a County-wide Safety Committee.

Section 2. An employee shall first be obligated to report any unsafe or unhealthy condition in violation of safety or health standards to the employee's Department Head. If the matter is not corrected, the employee may file a written complaint with the St. Louis County Safety Director.

Section 3. The Employer will provide appropriate safety equipment when required in order to perform the duties of the employee's job.

Section 4. Meal and lodging reimbursement shall be allowed in accord with County Board policy.

## **ARTICLE 19 WORK STOPPAGES**

The Association agrees that neither the Association, its officers, agents, nor any of the employees covered by this Agreement will authorize or engage in any work strike, work stoppage or other disruption of orderly Employer business of any sort whatsoever, during the term of this Agreement. This prohibition shall be absolute and will apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Agreement.

## **ARTICLE 20 RETENTION OF BENEFITS, SEPARABILITY**

Section 1. Retention of Benefits. All benefits now enjoyed by the employees who are covered by this Agreement, but which benefits are not included in this Agreement, shall remain in force during the period of the operation of this Agreement.

Section 2. Separability. This Agreement is subject to the laws of the State of Minnesota, including the St. Louis County Civil Service Law, and the Civil Service Rules and

Regulations made pursuant thereto, and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction, from which final judgment of decree no appeal has been taken within the time provided, or is contrary to a federal or state administrative ruling or is found to be in violation of legislation or administrative regulations, such provisions shall be void and inoperative. However, up until such ruling is given, all provisions of this Agreement shall remain operative, or if such provision is ruled inoperative, all other provisions shall remain in full force and effect.

**ARTICLE 21  
RENEWAL AND ARBITRATION**

Section 1. This Agreement shall continue in full force and effect from the first day of January, 2015 to the thirty-first day of December, 2016, and from year to year thereafter unless either party hereto shall give written notice to the other on or before 60 days prior to the expiration date. During any negotiation period, this Agreement shall continue in effect.

Section 2. Arbitration. Should meetings to resolve differences result in no resolve, the matters being considered may be submitted to the Minnesota Bureau of Mediation Services and to arbitration.

Section 3. The Employer will make the contract available to all present and future employees.

**ST. LOUIS COUNTY BOARD  
OF COMMISSIONERS**

By:   
Chair of St. Louis County  
Board of Commissioners

By:   
St. Louis County Auditor

**CONFIDENTIAL PUBLIC  
EMPLOYEES ASSOCIATION**

By:   
Its: PRESIDENT

Approved as to form and execution:

  
County Attorney

ST. LOUIS COUNTY CIVIL SERVICE - CONFIDENTIAL UNIT

2015 PAY PLAN

Reflects a 1.75% Increase  
Effective 12/13/2014

PAY PLAN HC

Grade	Hourly	Biweekly	St 1	St 2	St 3	St 4	St 5	St L1	St L2	St L3	St L4	St L5
H01	12.34	925.50	2005	2062	2113	2176	2233	2299	2373	2439	2514	2589
H02	12.69	951.75	2062	2113	2176	2233	2299	2373	2439	2514	2589	2673
H03	13.00	975.00	2113	2176	2233	2299	2373	2439	2514	2589	2673	2756
H04	13.39	1004.25	2176	2233	2299	2373	2439	2514	2589	2673	2756	2847
H05	13.74	1030.50	2233	2299	2373	2439	2514	2589	2673	2756	2847	2938
H06	14.15	1061.25	2299	2373	2439	2514	2589	2673	2756	2847	2938	3036
			Biweekly	1095.00	1125.75	1160.25	1194.75	1233.75	1272.00	1314.00	1356.00	1401.00
			Hourly	14.60	15.01	15.47	15.93	16.45	16.96	17.52	18.08	18.68

PAY PLAN HC

ST. LOUIS COUNTY CIVIL SERVICE - CONFIDENTIAL UNIT

2015 PAY PLAN

Reflects a 1.75% Increase  
Effective 12/13/2014

Grade	Hourly	Biweekly	St 1	St 2	St 3	St 4	St 5	St L1	St L2	St L3	St L4	St L5
H07	14.49	1086.75	2355	2423	2493	2572	2657	2737	2831	2920	3016	3123
H08	14.91	1118.25	2423	2493	2572	2657	2737	2831	2920	3016	3123	3232
H09	15.34	1150.50	2493	2572	2657	2737	2831	2920	3016	3123	3232	3349
H10	15.83	1187.25	2572	2657	2737	2831	2920	3016	3123	3232	3349	3468
H11	16.35	1226.25	2657	2737	2831	2920	3016	3123	3232	3349	3468	3593
H12	16.84	1263.00	2737	2831	2920	3016	3123	3232	3349	3468	3593	3718
H13	17.42	1306.50	2831	2920	3016	3123	3232	3349	3468	3593	3718	3850
H14	17.97	1347.75	2920	3016	3123	3232	3349	3468	3593	3718	3850	4001
H15	18.56	1392.00	3016	3123	3232	3349	3468	3593	3718	3850	4001	4154
H16	19.22	1441.50	3123	3232	3349	3468	3593	3718	3850	4001	4154	4321
H17	19.89	1491.75	3232	3349	3468	3593	3718	3850	4001	4154	4321	4485
H18	20.61	1545.75	3349	3468	3593	3718	3850	4001	4154	4321	4485	4657
H19	21.34	1600.50	3468	3593	3718	3850	4001	4154	4321	4485	4657	4838
H20	22.11	1658.25	3593	3718	3850	4001	4154	4321	4485	4657	4838	5031
H21	22.88	1716.00	3718	3850	4001	4154	4321	4485	4657	4838	5031	5221
H22	23.69	1776.75	3850	4001	4154	4321	4485	4657	4838	5031	5221	5429
H23	24.62	1846.50	4001	4154	4321	4485	4657	4838	5031	5221	5429	5647
H24	25.56	1917.00	4154	4321	4485	4657	4838	5031	5221	5429	5647	5868
H25	26.59	1994.25	4321	4485	4657	4838	5031	5221	5429	5647	5868	6092
H26	27.60	2070.00	4485	4657	4838	5031	5221	5429	5647	5868	6092	6342
H27	28.66	2149.50	4657	4838	5031	5221	5429	5647	5868	6092	6342	6594
H28	29.77	2232.75	4838	5031	5221	5429	5647	5868	6092	6342	6594	6854
H29	30.96	2322.00	5031	5221	5429	5647	5868	6092	6342	6594	6854	7114
H30	32.13	2409.75	5221	5429	5647	5868	6092	6342	6594	6854	7114	7404
H31	33.41	2505.75	5429	5647	5868	6092	6342	6594	6854	7114	7404	7693
H32	34.75	2606.25	5647	5868	6092	6342	6594	6854	7114	7404	7693	8000
H33	36.11	2708.25	5868	6092	6342	6594	6854	7114	7404	7693	8000	8320
H34	37.49	2811.75	6092	6342	6594	6854	7114	7404	7693	8000	8320	8656
H35	39.03	2927.25	6342	6594	6854	7114	7404	7693	8000	8320	8656	8998
H36	40.58	3043.50	6594	6854	7114	7404	7693	8000	8320	8656	8998	9362
H37	42.18	3163.50	6854	7114	7404	7693	8000	8320	8656	8998	9362	9735
H38	43.78	3283.50	7114	7404	7693	8000	8320	8656	8998	9362	9735	10129
			<b>Biweekly</b>	<b>Hourly</b>	<b>3417.00</b>	<b>3550.50</b>	<b>3692.25</b>	<b>3840.00</b>	<b>3995.25</b>	<b>4152.75</b>	<b>4320.75</b>	<b>4493.25</b>
					<b>45.56</b>	<b>47.34</b>	<b>49.23</b>	<b>51.20</b>	<b>53.27</b>	<b>55.37</b>	<b>57.61</b>	<b>59.91</b>
												<b>62.33</b>

**Exhibit B**

**PAY PLAN HC ST. LOUIS COUNTY CIVIL SERVICE - CONFIDENTIAL UNIT**

**2016 PAY PLAN**

Reflects a 1.75% Increase  
Effective 12/26/2015

<u>Grade</u>	<u>Hourly</u>	<u>Biweekly</u>	<u>St 1</u>	<u>St 2</u>	<u>St 3</u>	<u>St 4</u>	<u>St 5</u>	<u>St L1</u>	<u>St L2</u>	<u>St L3</u>	<u>St L4</u>	<u>St L5</u>
H01	12.56	942.00	2041	2098	2150	2213	2272	2340	2415	2481	2558	2634
H02	12.91	968.25	2098	2150	2213	2272	2340	2415	2481	2558	2634	2720
H03	13.23	992.25	2150	2213	2272	2340	2415	2481	2558	2634	2720	2805
H04	13.62	1021.50	2213	2272	2340	2415	2481	2558	2634	2720	2805	2897
H05	13.98	1048.50	2272	2340	2415	2481	2558	2634	2720	2805	2897	2990
H06	14.40	1080.00	2340	2415	2481	2558	2634	2720	2805	2897	2990	3089
			<b>Biweekly</b>	1114.50	1145.25	1180.50	1215.75	1255.50	1294.50	1337.25	1380.00	1425.75
			<b>Hourly</b>	14.86	15.27	15.74	16.21	16.74	17.26	17.83	18.40	19.01

PAY PLAN HC

ST. LOUIS COUNTY CIVIL SERVICE - CONFIDENTIAL UNIT

2016 PAY PLAN

Reflects a 1.75% Increase  
Effective 12/26/2015

Grade	Hourly	Biweekly	St. 1	St. 2	St. 3	St. 4	St. 5	St. L1	St. L2	St. L3	St. L4	St. L5
H07	14.74	1105.50	2395	2465	2537	2618	2704	2784	2880	2971	3068	3179
H08	15.17	1137.75	2465	2537	2618	2704	2784	2880	2971	3068	3179	3289
H09	15.61	1170.75	2537	2618	2704	2784	2880	2971	3068	3179	3289	3408
H10	16.11	1208.25	2618	2704	2784	2880	2971	3068	3179	3289	3408	3528
H11	16.64	1248.00	2704	2784	2880	2971	3068	3179	3289	3408	3528	3656
H12	17.13	1284.75	2784	2880	2971	3068	3179	3289	3408	3528	3656	3783
H13	17.72	1329.00	2880	2971	3068	3179	3289	3408	3528	3656	3783	3916
H14	18.28	1371.00	2971	3068	3179	3289	3408	3528	3656	3783	3916	4071
H15	18.88	1416.00	3068	3179	3289	3408	3528	3656	3783	3916	4071	4227
H16	19.56	1467.00	3179	3289	3408	3528	3656	3783	3916	4071	4227	4397
H17	20.24	1518.00	3289	3408	3528	3656	3783	3916	4071	4227	4397	4563
H18	20.97	1572.75	3408	3528	3656	3783	3916	4071	4227	4397	4563	4739
H19	21.71	1628.25	3528	3656	3783	3916	4071	4227	4397	4563	4739	4922
H20	22.50	1687.50	3656	3783	3916	4071	4227	4397	4563	4739	4922	5119
H21	23.28	1746.00	3783	3916	4071	4227	4397	4563	4739	4922	5119	5312
H22	24.10	1807.50	3916	4071	4227	4397	4563	4739	4922	5119	5312	5523
H23	25.05	1878.75	4071	4227	4397	4563	4739	4922	5119	5312	5523	5746
H24	26.01	1950.75	4227	4397	4563	4739	4922	5119	5312	5523	5746	5970
H25	27.06	2029.50	4397	4563	4739	4922	5119	5312	5523	5746	5970	6199
H26	28.08	2106.00	4563	4739	4922	5119	5312	5523	5746	5970	6199	6453
H27	29.16	2187.00	4739	4922	5119	5312	5523	5746	5970	6199	6453	6710
H28	30.29	2271.75	4922	5119	5312	5523	5746	5970	6199	6453	6710	6975
H29	31.50	2362.50	5119	5312	5523	5746	5970	6199	6453	6710	6975	7239
H30	32.69	2451.75	5312	5523	5746	5970	6199	6453	6710	6975	7239	7534
H31	33.99	2549.25	5523	5746	5970	6199	6453	6710	6975	7239	7534	7828
H32	35.36	2652.00	5746	5970	6199	6453	6710	6975	7239	7534	7828	8140
H33	36.74	2755.50	5970	6199	6453	6710	6975	7239	7534	7828	8140	8466
H34	38.15	2861.25	6199	6453	6710	6975	7239	7534	7828	8140	8466	8808
H35	39.71	2978.25	6453	6710	6975	7239	7534	7828	8140	8466	8808	9155
H36	41.29	3096.75	6710	6975	7239	7534	7828	8140	8466	8808	9155	9526
H37	42.92	3219.00	6975	7239	7534	7828	8140	8466	8808	9155	9526	9906
H38	44.55	3341.25	7239	7534	7828	8140	8466	8808	9155	9526	9906	10306
<b>Biweekly</b>			3477.00	3612.75	3756.75	3907.50	4065.00	4225.50	4396.50	4572.00	4756.50	4952.00
<b>Hourly</b>			46.36	48.17	50.09	52.10	54.20	56.34	58.62	60.96	63.42	65.96

**ST. LOUIS COUNTY CIVIL SERVICE - CONFIDENTIAL UNIT**

Reflects a 0.5% Increase

Effective 12/24/2016

**PAY PLAN HC**

7.5

<u>Grade</u>	<u>Hourly</u>	<u>Biweekly</u>	<u>St 1</u>	<u>St 2</u>	<u>St 3</u>	<u>St 4</u>	<u>St 5</u>	<u>St L1</u>	<u>St L2</u>	<u>St L3</u>	<u>St L4</u>	<u>St L5</u>
H01	12.62	946.50	2051	2108	2161	2225	2283	2351	2426	2494	2571	2647
H02	12.97	972.75	2108	2161	2225	2283	2351	2426	2494	2571	2647	2733
H03	13.30	997.50	2161	2225	2283	2351	2426	2494	2571	2647	2733	2819
H04	13.69	1026.75	2225	2283	2351	2426	2494	2571	2647	2733	2819	2912
H05	14.05	1053.75	2283	2351	2426	2494	2571	2647	2733	2819	2912	3005
H06	14.47	1085.25	2351	2426	2494	2571	2647	2733	2819	2912	3005	3105
<b>Biweekly</b>			1119.75	1151.25	1186.50	1221.75	1261.50	1301.25	1344.00	1386.75	1433.25	
<b>Hourly</b>			14.93	15.35	15.82	16.29	16.82	17.35	17.92	18.49	19.11	

PAY PLAN HC

ST. LOUIS COUNTY CIVIL SERVICE - CONFIDENTIAL UNIT

Reflects a 0.5% Increase  
Effective 12/24/2016

7.50

Grade	Hourly	Biweekly	St 1	St 2	St 3	St 4	St 5	St L1	St L2	St L3	St L4	St L5
H07	14.81	1110.75	2407	2478	2550	2631	2717	2798	2894	2985	3083	3195
H08	15.25	1143.75	2478	2550	2631	2717	2798	2894	2985	3083	3195	3305
H09	15.69	1176.75	2550	2631	2717	2798	2894	2985	3083	3195	3305	3424
H10	16.19	1214.25	2631	2717	2798	2894	2985	3083	3195	3305	3424	3546
H11	16.72	1254.00	2717	2798	2894	2985	3083	3195	3305	3424	3546	3674
H12	17.22	1291.50	2798	2894	2985	3083	3195	3305	3424	3546	3674	3803
H13	17.81	1335.75	2894	2985	3083	3195	3305	3424	3546	3674	3803	3936
H14	18.37	1377.75	2985	3083	3195	3305	3424	3546	3674	3803	3936	4092
H15	18.97	1422.75	3083	3195	3305	3424	3546	3674	3803	3936	4092	4248
H16	19.66	1474.50	3195	3305	3424	3546	3674	3803	3936	4092	4248	4420
H17	20.34	1525.50	3305	3424	3546	3674	3803	3936	4092	4248	4420	4586
H18	21.07	1580.25	3424	3546	3674	3803	3936	4092	4248	4420	4586	4763
H19	21.82	1636.50	3546	3674	3803	3936	4092	4248	4420	4586	4763	4947
H20	22.61	1695.75	3674	3803	3936	4092	4248	4420	4586	4763	4947	5145
H21	23.40	1755.00	3803	3936	4092	4248	4420	4586	4763	4947	5145	5338
H22	24.22	1816.50	3936	4092	4248	4420	4586	4763	4947	5145	5338	5551
H23	25.18	1888.50	4092	4248	4420	4586	4763	4947	5145	5338	5551	5775
H24	26.14	1960.50	4248	4420	4586	4763	4947	5145	5338	5551	5775	6000
H25	27.20	2040.00	4420	4586	4763	4947	5145	5338	5551	5775	6000	6230
H26	28.22	2116.50	4586	4763	4947	5145	5338	5551	5775	6000	6230	6485
H27	29.31	2198.25	4763	4947	5145	5338	5551	5775	6000	6230	6485	6744
H28	30.44	2283.00	4947	5145	5338	5551	5775	6000	6230	6485	6744	7009
H29	31.66	2374.50	5145	5338	5551	5775	6000	6230	6485	6744	7009	7275
H30	32.85	2463.75	5338	5551	5775	6000	6230	6485	6744	7009	7275	7571
H31	34.16	2562.00	5551	5775	6000	6230	6485	6744	7009	7275	7571	7867
H32	35.54	2665.50	5775	6000	6230	6485	6744	7009	7275	7571	7867	8180
H33	36.92	2769.00	6000	6230	6485	6744	7009	7275	7571	7867	8180	8509
H34	38.34	2875.50	6230	6485	6744	7009	7275	7571	7867	8180	8509	8851
H35	39.91	2993.25	6485	6744	7009	7275	7571	7867	8180	8509	8851	9201
H36	41.50	3112.50	6744	7009	7275	7571	7867	8180	8509	8851	9201	9573
H37	43.13	3234.75	7009	7275	7571	7867	8180	8509	8851	9201	9573	9955
H38	44.77	3357.75	7275	7571	7867	8180	8509	8851	9201	9573	9955	10358
		Biweekly	3494.25	3630.75	3775.50	3927.00	4085.25	4246.50	4418.25	4594.50	4780.50	
		Hourly	46.59	48.41	50.34	52.36	54.47	56.62	58.91	61.26	63.74	

**EXHIBIT D****CIVIL SERVICE CONFIDENTIAL UNIT  
JOB CLASSIFICATIONS AS OF JULY 1, 2013**

<b><u>CLASSIFICATION</u></b>	<b><u>GRADE</u></b>	<b><u>PAY PLAN</u></b>
<b>ASSISTANT HUMAN RESOURCES DIRECTOR</b>	<b>H33</b>	<b>HC</b>
<b>BUSINESS IMPROVEMENT MANAGER</b>	<b>H26</b>	<b>HC</b>
<b>BUSINESS SYSTEMS ANALYST</b>	<b>H20</b>	<b>HC</b>
<b>FINANCE DIRECTOR</b>	<b>H29</b>	<b>HC</b>
<b>HEALTH PROMOTION COORDINATOR</b>	<b>H20</b>	<b>HC</b>
<b>HUMAN RESOURCES ADVISOR</b>	<b>H21</b>	<b>HC</b>
<b>HUMAN RESOURCES MANAGER</b>	<b>H29</b>	<b>HC</b>
<b>INFORMATION SPECIALIST I</b>	<b>H04</b>	<b>HC</b>
<b>INFORMATION SPECIALIST I</b>	<b>H06</b>	<b>HC</b>
<b>INFORMATION SPECIALIST II</b>	<b>H10</b>	<b>HC</b>
<b>INFORMATION SPECIALIST II</b>	<b>H12</b>	<b>HC</b>
<b>INFORMATION SPECIALIST III</b>	<b>H14</b>	<b>HC</b>
<b>INFORMATION SPECIALIST III</b>	<b>H16</b>	<b>HC</b>
<b>INFORMATION SPECIALIST SUPERVISOR</b>	<b>H19</b>	<b>HC</b>
<b>INFORMATION SPECIALIST SUPERVISOR</b>	<b>H21</b>	<b>HC</b>
<b>INTERN TRAINEE</b>	<b>H04</b>	<b>HC</b>
<b>MANAGEMENT ANALYST I</b>	<b>H20</b>	<b>HC</b>
<b>MANAGEMENT ANALYST II</b>	<b>H22</b>	<b>HC</b>
<b>SENIOR HUMAN RESOURCES ADVISOR</b>	<b>H25</b>	<b>HC</b>

**SELF-INSURED MEDICAL PLAN FUNDING**

During each Plan year that St. Louis County is self-insured for medical coverage, and establishes a funding level for the following Plan year, the Union agrees that covered Plan subscribers will be responsible for funding the first twenty (20) percent of the County Board-approved increase plus an additional amount representing the subscribers contribution for elected coverage - using the applicable 20/80 or 30/70 family premium split model.

Each Plan subscriber's monthly contribution toward the increased premium, commencing as of January 1 of the new Plan year, shall be computed as follows: the projected total active employee revenue increase for the Plan year times twenty (20) percent, divided by the number of active employee contracts as of October of the preceding year, divided by twelve (12)<sup>1</sup>. Each Plan subscriber shall pay this amount monthly and shall also pay the subscriber's monthly contribution for elected coverage - using the applicable 20/80 or 30/70 family premium split model, and the Plan subscriber's monthly contribution toward the increased funding level as established for prior Plan years that this Memorandum of Understanding has been in effect, as shown in the example set forth on the attached sheet.

**ST. LOUIS COUNTY**

**CONFIDENTIAL PUBLIC  
EMPLOYEES ASSOCIATION**

By: [Signature]  
Its: Board Chair

By: [Signature]  
Its: President

By: [Signature]  
Its: Auditor

4-20-15  
Date

5-6-15  
Date

Approved as to form and execution:

[Signature]  
County Attorney

<sup>1</sup> Notwithstanding the formula in the preceding sentence the monthly plan subscriber payment shall be \$37.72 for 2012 and for 2013 and 2014, and thereafter until a new amount is negotiated. The Employer shall not be responsible for paying the balance of the monthly payment calculated pursuant to the formula.

COUNTY OF ST. LOUIS/  
ST. LOUIS COUNTY CONFIDENTIAL EMPLOYEES ASSOCIATION

AGREEMENT FOR REIMBURSEMENT

This Agreement, entered into this 5<sup>th</sup> day of May, 2015, by and between the COUNTY OF ST. LOUIS (hereinafter referred to as "Employer") and ST. LOUIS COUNTY CONFIDENTIAL EMPLOYEES ASSOCIATION (hereinafter referred to as "Association").

WITNESSETH

**WHEREAS**, certain elected officers and appointed representatives of the Association are required to conduct the Association's legal duties as exclusive bargaining representative during scheduled working hours; and

**WHEREAS**, said elected officers and appointed representatives may jeopardize their seniority standing or amount of P.E.R.A. benefits by taking time off without pay to attend to said Association duties; and

**WHEREAS**, Minn. Stat. § 179A.07, subd. 6, requires a public employer to afford reasonable time off or leave of absence for elected officers or appointed representatives of an exclusive bargaining representative for the purpose of conducting the duties of the exclusive representative; and

**WHEREAS**, the purpose of Minn. Stat. § 179A.07, subd. 6, is arguably undermined where elected officers and appointed representatives incur a detriment when taking time off without pay to conduct said Association duties; and

**WHEREAS**, it is the intent of the parties hereto that the reimbursement arrangement effected by this Agreement shall operate to fully reimburse the Employer for any costs of any nature whatsoever which the Employer may incur in continuing to pay salary to said elected

officers and appointed representatives who have taken time off from work in order to conduct the duties of said Association.

**NOW, THEREFORE**, in consideration of their desire to satisfy their respective legal obligations, the parties hereto agree as follows:

**ARTICLE 1 – DEFINITIONS**

- A. Approved Association business: “Approved Association Business” shall mean local meetings, St. Louis County contract negotiations, appearing as a witness in a St. Louis County grievance hearing or arbitration proceeding, or any other Association function that the parties, through meet and confer discussions prior to the function, mutually agree shall be considered approved Association business. Approval of Association business in one instance does not constitute approval of a similar instance nor set a precedent.
- B. Authorization: An “Authorization” shall mean a form or procedure mutually agreed upon by the parties hereto, duly executed by an Officer of the Association (President, Vice President or Secretary Treasurer), stating the date when a “Designated Association Member” is authorized to be absent, the specific hour(s) on said date(s) when the Designated Association Member shall be absent from work, and the nature of the Approved Association Business necessitating the absence.
- C. Designated Association Member: A “Designated Association Member” is a member of St. Louis County Confidential Employees Association, who represents to the duly designated representative of the Employer, in advance of his/her

absence, that he/she is authorized by the Association to be absent from work on Association business.

- D. Salary Costs: "Salary Costs" shall include wages, social security, payroll taxes, P.E.R.A. and other retirement costs, unemployment compensation tax, and any other incremental costs incurred by the Employer in paying salary to a Designated Association Member for time periods when the Designated Association Member is absent from work under an Authorization pursuant to this Agreement.

#### ARTICLE 2 – SALARY PAYMENT AND REIMBURSEMENT

- A. Subject to the conditions set forth herein, the Employer shall pay to a Designated Association Member the Member's regular salary for those regularly scheduled work hours during which the Member is absent from work pursuant to an Authorization.
- B. Subject to the conditions set forth herein, Association shall reimburse Employer for all salary costs incurred by the Employer for those regularly scheduled hours during which a Designated Association Member is absent from work pursuant to an Authorization.

#### ARTICLE 3 – PAYMENT PROCEDURES

- A. Employer shall incur no payment obligation under this Agreement unless the Designated Association Member has Authorization from the Association to be absent from work on Association business for which the Association shall provide salary cost reimbursement to Employer.
- B. Employer shall bill Association for reimbursement quarterly or at such intervals, not more frequently than bi-weekly, as the Employer may determine.

- C. Association shall make full payment to Employer of any billing within thirty (30) calendar days of receipt of billing from Employer.
- D. Payment shall be made to the St. Louis County Auditor, St. Louis County Court House, Duluth, Minnesota.

ARTICLE 4 – EMPLOYMENT, STATUS, BENEFITS

- A. At all times when a Designated Association Member is indicated by an Authorization to be conducting Approved Association Business, said Member shall not be considered an employee or agent of the Employer and shall be considered an employee or agent of Association. Association shall hold harmless and indemnify Employer against any and all liability, actions, claims, losses, damages, orders, verdicts, judgments, costs or expenses, which may be claimed against the Employer arising from, allegedly arising from, or directly or indirectly related to Employer's paying salary to said Designated Association Member during any period of absence pursuant to an Authorization, including without limiting the generality of the foregoing, liability, actions, claims, losses, damages, orders, verdicts, judgments, costs or expenses for which Employer may be, or may be claimed to be, liable.
- B. Employer shall not be obligated to pay a Designated Association Member mileage or travel reimbursement during times when said Designated Association Member is absent pursuant to an Authorization.

ARTICLE 5 – COUNTY VEHICLES

A Designated Association Member shall not use a County vehicle for the purpose of attending Approved Association Business.

#### ARTICLE 6 – SUBCONTRACTING AND ASSIGNMENT

Neither party to this Agreement may subcontract or assign this Agreement.

#### ARTICLE 7 – NO PARTNERSHIP OR JOINT VENTURE

Nothing contained herein is intended nor shall be construed as in any manner creating or establishing a relationship of co-partners or joint venturers between the parties hereto or as constituting the Association, its officers, employees or agents as the agent, representative or employee of the Employer for any purpose or in any manner, whatsoever.

#### ARTICLE 8 – TERM, CANCELLATION

- A. This Agreement shall be effective January 1, 2015 and continue in effect until either party gives written notice of termination to the other party. Termination shall be effective sixty (60) days after receipt by the other party of such written notice of termination.
- B. Notwithstanding the provisions of Paragraph A of this Article, if either party fails to remedy any default of this Agreement within ten (10) days of written notice from the other party, then the other party may immediately cancel this Agreement at any time thereafter.
- C. If this Agreement is declared illegal by a court of competent jurisdiction at any time during any term of this Agreement, this Agreement shall immediately terminate except that Association shall be obligated to reimburse any salary costs which Employer has paid pursuant to this Agreement.
- D. If Association should cease to be the exclusive bargaining representative for any bargaining unit covered by this Agreement, then this Agreement shall

immediately terminate, except that Association shall be obligated to reimburse Employer for any salary costs which Employer has incurred pursuant to this Agreement.

**ST. LOUIS COUNTY  
CONFIDENTIAL EMPLOYEES  
ASSOCIATION**

By:  \_\_\_\_\_  
President

**COUNTY OF ST. LOUIS**

By:  \_\_\_\_\_  
Chair of County Board

APPROVED AS TO FORM & EXECUTION:

By:  \_\_\_\_\_  
County Attorney



*Resolution*  
*of the*  
**Board of County Commissioners**  
*St. Louis County, Minnesota*  
*Adopted on: May 5, 2015 Resolution No. 15-271*  
*Offered by Commissioner: Raukar*

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**Confidential Public Employees Association Agreement: 2015 - 2016**

RESOLVED, That the 2015-2016 Confidential Unit contract is approved and the appropriate county officials are authorized to execute the Collective Bargaining Unit Agreement, a copy of which is on file in County Board File No. 60107.

Commissioner Raukar moved the adoption of the Resolution and it was declared adopted upon the following vote:  
Yeas – Commissioners Jewell, Boyle, Dahlberg, Rukavina, Nelson, Raukar and Chair Stauber – 7  
Nays – None

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STATE OF MINNESOTA  
Office of County Auditor, ss.  
County of St. Louis

I, DONALD DICKLICH, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 5<sup>th</sup> day of May, A.D. 2015, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 5<sup>th</sup> day of May, A.D., 2015.

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor/Clerk of the County Board