

**AGREEMENT BETWEEN**

**ST. LOUIS COUNTY**

**AND**

**ST. LOUIS COUNTY EMPLOYEES ASSOCIATION  
REPRESENTING ST. LOUIS COUNTY  
CIVIL SERVICE SUPERVISORY UNIT EMPLOYEES**

January 1, 2014  
through  
December 31, 2014

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**PREAMBLE**

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

This Agreement was adopted by the Employer and the Association, with the effective date for the conditions and terms of employment to become effective January 1, 2014.

**ARTICLE 1  
RECOGNITION**

Section 1. The Employer recognizes the Association as the exclusive representative for collective bargaining purposes of all supervisory employees in the classified service of the County of St. Louis who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding all St. Louis County merit system employees, confidential employees, essential employees, supervisors in the unclassified service and all other employees. An employee promoted to a position of classified service that has been designated a supervisory 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 which in any way 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, SAFETY**

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 and the Association dues and fair share fee deductions shall be submitted to the Association within fifteen (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. Upon written request of the employee, arrangement shall be made to permit leaves without pay from duty not to exceed one (1) week's duration, but limited to five (5) employees at any one time, for representation of the Association at International, State or District meetings.

Section 3. Association representatives shall have access to the premises, subject to approval of the Department Head, to meet and confer with the employees, but agree 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 processing grievances, receive the steward's regular pay, excluding overtime, when a grievance is investigated and processed during working hours in steps 1 and 2. An Association representative or steward shall not investigate or process grievances, or conduct other Association activities, on work time except with the approval of the Department Head.

Section 4. The Safety Committee shall include representatives from both the County Board and the Association and whomever else the Employer shall designate.

Section 5. 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. If the matter is not corrected within five (5) days after filing a written complaint with the St. Louis County Safety Director, the employee may resort to the grievance procedure provided by this Agreement.

Section 6. Safety glasses where required shall be furnished by the Employer.

Section 7. Safety Shoes. The Employer will provide metatarsal guards for every employee where required for foot protection by OSHA regulations. In lieu of such metatarsal guards, safety shoes meeting the A.N.S.I. standards and purchased by the employees may be worn. Employees who are required to have foot protection by OSHA regulations who elect to wear safety shoes shall receive a safety shoe allowance of One Hundred Dollars (\$100.00) per year payable in November.

Section 8. Tools. Wherever in line of duty personal tools and equipment furnished by employees are damaged or broken on the job, shall be replaced by the Employer at Employer expense with equal value replacements.

#### **ARTICLE 4 WORK DAY, BREAKS**

Section 1. The normal work day shall be seven and one-half (7½) hours except where negotiated schedules are in effect. The normal work day shall be Monday through Friday and the normal work hours shall be between 8:00 A.M. and 4:30 P.M. The normal work week shall begin at 12:00 midnight Friday evening and have 37½ hours in the normal work week. For classifications designated in Pay Plan E2, the normal work day shall be eight (8) hours and the normal work week shall begin at 12:00 midnight Friday evening and have forty (40) hours in the normal work week. An optional work week schedule may be had upon mutual agreement between the Department Head and the Union. Flex-time schedules or job sharing arrangements may be had upon mutual agreement between the Board, the Department Head and the Union.

The annual work year shall be one thousand nine hundred fifty (1950) hours (two thousand eighty (2080) hours for classifications designated in Pay Plan E2.)

Section 2. Employees may be required to work shifts on schedules mutually arrived at between the Department Head and the Association, provided, however, supervisors in the Highway Maintenance Divisions will be compelled to match a work schedule normally

agreed upon between the Department Head and Teamsters Bargaining Unit for a ten (10) hour work day during the normal construction season. At no time shall split shifts or work be scheduled such as four (4) on and four (4) off. No employee shall be compelled to work more than sixteen (16) consecutive hours without a break of at least four (4) hours.

Section 3. All employees shall receive two (2) break periods of fifteen (15) minutes each and an unpaid lunch period of up to one (1) hour.

## **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 within this jurisdiction effective the first pay period of 2014 (2% increase). Wage adjustments will be applied for the full pay period covered by the first bi-weekly paycheck 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 such new classification shall be negotiated between the Employer and the Association.

A minimum two (2) 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). Upon promotion to a classification three (3) pay grades or higher, an employee may, upon approval of the Department Head, receive a three (3) step increase.

Section 3. Upon receiving a work performance rating of competent an employee shall receive an increase in pay equal to one (1) pay step after the eighth (8), twelfth (12), sixteenth (16), twentieth (20) and twenty-fourth (24) consecutive years of service without a break in employment.

**ARTICLE 6**  
**OVERTIME, EMERGENCY CALL-OUT, PREMIUMS**

Section 1. All employees required to work over seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week shall be paid in cash or compensatory time at the overtime rate of one and one-half (1½) times their regular rate. All classifications designated in Pay Plan E2 required to work over eight (8) hours per day or forty (40) per week shall be paid in cash or compensatory time at the overtime rate of one and one-half (1½) times their regular rate.

Supervisors in the Highway Maintenance Divisions shall be paid two (2) times their regular rate for all consecutive hours worked in excess of twelve (12) hours of work.

Authorized paid time off in the form of vacation, personal leave or holiday pay shall count as "hours worked" for the purpose of computing overtime. Sick leave and compensatory time shall not count as "hours worked" for the purpose of computing overtime. [NOTE: Emergency call-outs will continue to be paid as overtime under Article 6, Section 2, even if the employee uses sick leave or compensatory time during the week.]

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 accumulated compensatory time 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 superior. 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 said accumulated time in January of the following year in which the compensatory time was earned, except at the employee's option, up to seventy-five (75) hours (eighty (80) hours for classifications designated in Pay Plan E2) 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. Alternatively, eligible employees may elect to have the compensatory time payoff directly paid into the employee's deferred compensation account in accordance with the letter of understanding attached to this Agreement as Exhibit E. All compensatory time payoffs shall be at the pay plan rate in effect during the payroll year in which the compensatory time 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 at the minimum rate of three (3) hours at one and one-half (1½) times the employee's straight time rate for all hours worked during the call-out.

The above paragraph shall not apply to within a four (4) hour period immediately preceding the regular starting time. All employees required to come on duty within this

four (4) hour period shall be allowed time and one-half (1½) on a quarter (1/4) hour basis to the nearest quarter (1/4) hour. An employee who reports to work within this four (4) hour period shall be allowed to work his/her normal shift. 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 monthly pay, receive a shift differential equal to \$.25 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 monthly pay, receive a shift differential equal to \$.35 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 compensation provided for in Article 6 of this Agreement.

Section 4. Private Use Allowance. Employees in the working supervisor positions of Bridge Supervisor, Road and Bridge Shop Supervisor, Sign Supervisor, and Motor Pool Supervisor shall receive forty-five (45) cents per hour (fifty (50) cents per hour for Road and Bridge Shop Supervisor) in addition to their regular hourly rate. This additional pay shall apply only to the hours actually worked performing duties normally performed by subordinate classes. It does not apply to vacation, holiday, sick leave, leave of absence, etc.

Section 5. Intermittent Superintendent. An hourly premium equal to the difference between Step 5 of the Highway Maintenance Supervisor class and Step 5 of the Highway Division Superintendent class, will be paid to any employee when acting as an intermittent Highway Division Superintendent or intermittent Bridge Division Superintendent. If the Employer elects to assign an intermittent Highway Division Superintendent or an intermittent Bridge Division Superintendent, assignment shall be made first from the eligibility register for the intermittent Highway Division Superintendent from among the employees at the work reporting station, with priority given to the most senior Highway Maintenance Supervisor or Road and Bridge Shop Supervisor on the register, or in the case of an intermittent Bridge Division Superintendent, from the eligibility register for the intermittent Bridge Division Superintendent, with priority given to the most senior Bridge Division Supervisor on the register. If no register exists, the most senior Highway Maintenance Supervisor at the work reporting station will be offered the job or in the case of the appointment of an intermittent Bridge Division Superintendent, the most senior Bridge Division Supervisor will be offered the job. The Employer is not required to appoint an intermittent Superintendent in the absence of a Highway Division Superintendent or a Bridge Division Superintendent.

Section 6. An employee who is required to work through the lunch period because the employee is supervising a crew which is required to work through the lunch period (lunch

period can begin within one hour before or after mid-shift) shall be paid double time for the one-half hour lunch period.

Section 7. The schedule of maximum payments for meal and travel reimbursement shall be in accordance with County Board policy.

## **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. Provided, however, 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 day, or on a paid leave of absence.

Section 3. If the employee does not work on the holiday, the employee shall receive holiday pay of seven and one-half (7½) hours (eight (8) hours for classifications designated in Pay Plan E2) 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. Employees shall be paid two and one-half (2½) times their regular rate for all hours worked over seven and one-half (7½) hours (eight (8) hours for classifications designated in Pay Plan E2) on a holiday.

An employee called out for an emergency call-out on one of the six major holidays shall be compensated at three (3) times the employee's regular hourly pay rate for those hours worked on the holiday in excess of eight (8) hours. The six major holidays to which this paragraph applies are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Section 4. Part-time Employees. Part-time employees shall receive holidays and personal leave on a pro-rated basis. For purposes of prorating personal leave and holidays (for which employees are eligible after working four hundred eighty-nine (489) hours) the first four hundred eighty-nine (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 seventy-five (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 one thousand nine hundred fifty (1,950) to determine the percentage or proration. Employees continuously employed since on or before January 1, 1993, shall continue to receive their present holiday and personal leave benefits.

## **ARTICLE 8 PERSONAL LEAVE DAYS**

Section 1. In addition to the holidays granted, 15 hours (16 hours for classifications designated in Pay Plan E2) of personal leave with pay will be granted to permanent and probationary employees in the first year of employment, and 30 hours (32 hours for classifications designated in Pay Plan E2) of personal leave with pay will be granted to employees annually thereafter. For employees whose most recent date of hire is after January 1, 2013, see Appendix A regarding number of personal leave days. Personal leave may be taken in one-half hour increments and shall not accumulate from year to year. Approval for personal leave shall require mutual agreement between the employee and his/her supervisor. New employees must work four hundred eighty-nine (489) hours before being eligible to use personal leave days.

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

## **ARTICLE 9 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 year	2.00
Commencing 2 through 3 years	3.75
Commencing 4 through 5 years	5.25
Commencing 6 through 10 years	6.50
Commencing 11 through 15 years	7.25
Commencing 16 through 20 years	7.75
Commencing 21 through 24 years	8.25
25 and over	9.00

Permanent and probationary employees in classifications designated in Pay Plan E2 shall receive vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 through 1 year	2.75
Commencing 2 through 4 years	4.00
Commencing 5 through 8 years	5.50
Commencing 9 through 12 years	7.25
Commencing 13 through 16 years	7.75
Commencing 17 through 20 years	8.25
Commencing 21 through 24 years	8.75
25 and over	9.50

For employees whose most recent date of hire is after January 1, 2013, see Appendix A regarding vacation accrual.

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. Probationary employees accrue but may not take vacation until completion of their minimally required original probationary period (six months or 1000 hours, whichever is later). Employees are eligible to use accrued vacation with pay during an extension of the original probationary period.

Vacations for full-time and part-time employees shall be given in accordance with present Civil Service Rules on vacations. Vacation for seven and one-half (7½) hour per day employees may accumulate to 270 hours (290 hours for classifications designated in Pay Plan E2) at the end of any given pay period.

Vacation may be taken in one-quarter (¼) hour minimum increments.

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, 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. No vacation credit can be earned while an employee appears on the payroll as "No Pay" (NP) for 18.75 hours or more per pay period.

Section 5. Permanent part-time employees shall earn, accumulate and be compensated for vacation in accordance with the following conditions:

1. Employees must work at least 1,000 hours.

2. The formula for computing vacation hours for part-time employees shall be as follows:

Number of hours worked divided by 75 and then multiplied by the applicable hourly factor according to years of service as outlined in the Association contract not to exceed the maximum accrual for each factor. This hourly figure will be rounded up to the nearest one-quarter hour.

## ARTICLE 10 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 - 12 months	2.00
Commencing 13 - 24 months	3.75
Commencing 25 months and over	5.25*

\*5.75 hours for classifications designated in Pay Plan E2.

For employees whose most recent date of hire is after January 1, 2013, see Appendix A regarding sick leave accrual.

Section 2. No accumulated sick leave shall exceed one thousand nine hundred (1900) hours as of the end of the last pay period of the payroll year. For employees whose most recent date of hire is after January 1, 2013, see Appendix A regarding sick leave accumulation. 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. Employees while on probation shall earn and be permitted use of sick leave.

No sick leave credit can be earned while an employee appears on the payroll as "No Pay" (NP) for eighteen and three-quarters (18.75) hours or more per pay period.

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, step-parents, children, step-children, or wards of the employee.

(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. For employees whose most recent date of hire is after January 1, 2013, see Appendix A regarding use of sick leave days for death in the immediate family.

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 11 SICK LEAVE BANK**

Section 1. The Supervisory 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 illness or injury. 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 Civil Service/Personnel Director at the beginning of the payroll year. Upon receipt of reasonable documentation, one (1) 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 Sick Leave Bank.

No employee shall be required to donate to the Supervisory Unit Sick Leave Bank until the employee has 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 12  
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%

The Employer shall contribute to the premium for part-time employees pursuant to Section 5 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 Employee Relations Department.]

Eligibility. Permanent and probationary employees are eligible for group health plan coverage on the first of the month following one (1) full calendar month of employment.

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 5 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 and over	\$50,000

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 the completion of 1,000 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 5 of this Article. The maximum benefit is \$1,500 per year.

Eligibility. Full-time employees become eligible for dental coverage 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 the completion of 1,000 hours.

Section 3(a). Long Term Disability Insurance. Effective March 1, 2014, 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 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. 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 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.

Section 6. Job Sharing. 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.

### ARTICLE 13 SENIORITY, PROMOTIONS, TRANSFERS, PROBATION

Section 1. Seniority. Seniority shall be defined by length of service in a classification within a County Department. Seniority shall consist of the continuous uninterrupted accumulation of paid service as a permanent employee in the classified service. Seniority shall be carried forward with the employee in any promotions to higher class or special assignments within a department or to any other departments to which the employee promotes or transfers. Seniority rights earned by an employee in a department are carried forward and continue to accrue in that department as the employee promotes or transfers to other departments of the Employer. Seniority rights can only be exercised in the classification titles which the employee held in a department. 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.

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. Voluntary Transfers. Before filling a vacancy by any other means, except on a temporary or provisional basis, the Employer shall consider for transfer any employee in the classification in which the vacancy exists. The employee shall present two (2) copies of the request to the Department Head for signature and the Department Head and the employee shall each retain one (1) of the signed copies for verification. The Employer retains the discretion to select one (1) of the interested candidates or none of the interested candidates. Successful applicants and those who are not selected will be notified.

Section 4. Probation. Unless extended by the Department Head, not to exceed one (1) year, the probationary period for all full-time employees shall be six (6) months full-time service and for part-time employees shall be the later of six (6) months or one thousand (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 for original appointment, 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.

## **ARTICLE 14 RESIGNATION, LAYOFF**

Section 1. Resignation. An employee not on sick leave or authorized leave of absence but absenting himself/herself without notice of any kind for three days shall be considered resigned not in good standing, at the discretion of the Employer. The Employer may, however, consider any written request of the employee or the Association on the employee's behalf.

Section 2. Layoff. In reduction of forces, all temporary employees shall be first removed, and layoff shall be in orderly fashion in strict accordance with the established seniority roster per classification first, and second by total departmental time in the inverse order of hiring, and rehiring shall be inverse order of layoff.

Section 3. Layoff Notice. Written notice of layoff contemplated shall be served upon the employees, and a copy to the Association, at least ten (10) days prior to such layoff.

## **ARTICLE 15 LEAVES OF ABSENCE**

Section 1. Military Leaves. Any employee required to be on military leave shall receive all rights of seniority while on such leave, and all other rights provided by law.

Section 2. Service Upon a Jury. Leaves of absence with pay for jury duty, work-related court ordered appearances, or work-related appearances before a legislative body as a witness are permitted as provided in the Civil Service Rules.

Section 3. Parenting Leaves. Upon sixty (60) days advance written request by an employee to his/her Department Head, a maximum of six (6) continuous months of unpaid leave of absence shall be granted in connection with the birth or adoption of a child. The leave shall commence within one (1) year after the birth of the child or custody date of an adopted child. The leave shall be available to only one (1) parent of the child. The employee shall have the discretion to determine the length of leave up to the maximum allowed under this section.

Section 4. Sabbatical Leaves. Employees holding a permanent position with St. Louis County, after five (5) years employment and subject to approval of the Department Head, may be granted a sabbatical leave of absence, without pay, for a period of not less than one (1) year, nor in excess of two (2) years. An employee on a sabbatical leave shall not accrue additional seniority, vacation or sick leave during the leave of absence. These benefits will be frozen at the level immediately prior to the beginning of the leave.

The employee shall be returned to the job classification held at the time of approval of the sabbatical leave, upon the first available opening after the expiration date of the leave. Employees on an approved sabbatical leave under this section may be returned to a position prior to the expiration of their approved leave upon mutual agreement of the employee and the Department Head.

## **ARTICLE 16 DISCIPLINE**

Section 1. Discipline. The Employer shall not discharge, demote, suspend or issue written reprimand to an employee without just cause. An employee who is discharged, demoted, suspended or receives a written reprimand shall receive written notice of the action, stating the reasons therefor, with copy to the Association. Any discharge for disciplinary reasons shall not be finalized until the expiration of a five (5) day period of suspension without pay. An employee under investigation for possible disciplinary action may request the presence of an Association representative at any questioning of the employee by the Employer.

Written reprimands and counselings which are to become a part of an employee's personnel file 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 own individual personnel file at reasonable times, under direct supervision of the Employer.

## **ARTICLE 17 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.

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. It is understood and agreed by and between the parties that 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 claims that the employee's rights and privileges under this Agreement have been violated, the matter shall be resolved in accordance with the following procedure:

Step 1. Within ten (10) calendar days after the first occurrence of the event giving rise to the claimed violation, the employee and/or the employee's representative shall submit the employee's grievance to the employee's supervisor who, within five (5) calendar days thereafter, shall give his/her answer.

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, (Appointing Authority) within seven (7) 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 the relief requested. If the employee's supervisor is the Department Head or Appointing Authority, then this step is deemed waived by both parties and after Step 1 the Association shall proceed, within calendar five (5) days of the Department Head's answer, to Step 3 of the procedure.

Within five (5) 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 (5) calendar days following their meeting.

The Employer and the Union 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 (5) calendar days after the receipt of the Department Head's written answer. The Grievance Board shall be composed of three (3) members appointed by the County Board of Commissioners.

Within fourteen (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 (5) 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 (10) calendar days after receipt of the County Grievance Board's decision. The Employer and the Association shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral. In the event the parties are unable to agree upon an arbitrator within such seven (7) day period, either party may request the Commissioner of 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 three (3) names from the panel. The party striking the first name shall be established by the Commissioner of the Bureau of Mediation Services. 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, he/she shall return the matters to the parties without decision.

The arbitrator shall submit in writing the decision within thirty (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; provided, however, that 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.

**ARTICLE 18**  
**RETIREMENT, PENSION, WORKERS' COMPENSATION**

Section 1. The Employer agrees to permit retired employees to be continued on the then existing hospitalization and insurance programs provided they qualify for retirement under the rules and regulations of P.E.R.A. or Coordinated Plans established by state law and are otherwise eligible to continue coverage under Minn. Stat. §471.61.

Section 2. The Employer has adopted a policy providing for the implementation of a Post-Retirement Health Care Savings Plan for qualifying employees covered by this agreement. Pursuant to that policy, to qualify for participation in the Post-Retirement Health Care Savings Plan, an employee must, at retirement, and 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 Public Employees Retirement Association or other appropriate State of Minnesota sponsored retirement fund, or Social Security.

Pursuant to the Post-Retirement Health Care Savings Plan policy, the Employer shall, upon a qualifying employee's retirement, deposit the cash equivalent of the employee's accrued sick leave and accrued vacation into the employee's account with the plan.

Accrued sick leave shall be an amount equal to the number of hours, not to exceed 1,900, of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. For employees whose most recent date of hire is after January 1, 2013, see Appendix A regarding sick leave accumulation. Accrued vacation shall be an amount equal to the number of hours of unused vacation time multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement.

Prior to an employee's retirement, the Employer shall provide the employee with notice of the employee's accrued vacation. The employee may, with Department Head approval, utilize the accrued vacation in full prior to retirement. If the employee does not qualify for the Post-Retirement Health Care Savings Plan, the employee shall, upon retirement, be paid in full for all accrued vacation. If the employee does qualify for the Post-Retirement Health Care Savings Plan, the employee shall have the cash equivalent of the employee's accrued vacation deposited into the employee's account pursuant to the County's Post-Retirement Health Care Saving Plan policy.

In the event that an employee is legally qualified to be exempt from the Post-Retirement Health Care Savings Plan 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, 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; provided, 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 2000-2002 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

Section 3. Any employee who by reason of sickness or injury receives worker's compensation benefits may do either of the following:

- A. Retain the worker's compensation benefits without assessment against any available leave credits, or
- B. Retain the worker's compensation benefit 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 the employee. "Net base pay" is defined by 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.

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 hospital-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 exhausted 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 a notice of discontinuance of benefits by the Commissioner of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

Sick leave used by employees while receiving County Worker's Compensation benefits shall be credited back to the employee's sick leave accumulation at retirement, but not to exceed 1900 hours maximum, provided for in Article 10, Section 2 above. For employees whose most recent date of hire is after January 1, 2013, see Appendix A regarding maximum sick leave accumulation. This section is meant to mean sick leave used from the date the employee went to work for St. Louis County.

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.

## **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 EQUAL APPLICATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, national origin, sex, age, religion, marital status, political affiliation, disability or status with regard to public assistance. The Association and the employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article. The Association shall represent all employees in the bargaining unit without discrimination.

## **ARTICLE 21 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 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, 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 22 RENEWAL AND ARBITRATION**

Section 1. This Agreement shall continue in full force and effect from the first day of January, 2014 to the thirty-first day of December, 2014, and from year to year thereafter unless either party hereto shall give written notice to the other on or before sixty (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 State Mediation Department 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: *Michael J. Grossman*  
Chairman

By: *Nancy Nelson*  
Auditor - *Chief Deputy*

*Steven C. Fecker*  
Steven C. Fecker, Labor Negotiator\*

Approved as to form and execution:

*Kimberly J. Prater*  
County Attorney - *Assistant*

\*Not a party to contract.

*2014-8625*

**ST. LOUIS COUNTY  
EMPLOYEES ASSOCIATION**

By: *Kevin J. McConnell*  
President

## APPENDIX A

For employees who most recent date of hire is after January 1, 2013, the following numbered sections shall apply in lieu of the contract provisions of the same number:

### Art. 8, Sec. 1 – Personal Leave

Section 1. In addition to the holidays granted, 15 hours (16 hours for classifications designated in Pay Plan E2) of personal leave with pay will be granted to permanent and probationary employees. Personal leave may be taken in one-half hour increments and shall not accumulate from year to year. Approval for personal leave shall require mutual agreement between the employee and his/her supervisor. New employees must work four hundred eighty-nine (489) hours before being eligible to use personal leave days.

### Art. 9, Sec. 1 - Vacation

Section 1. 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 2 years	3.00
Commencing 3 through 5 years	3.50
Commencing 6 through 10 years	4.00
Commencing 11 through 15 years	5.00
Commencing 16 through 20 years	5.75
Commencing 21 through 24 years	6.50
25 Years and Over	7.00

Permanent and probationary employees in classifications designated in Pay Plan E2 shall receive vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 through 2 years	3.25
Commencing 3 through 5 years	3.75
Commencing 6 through 10 years	4.25
Commencing 11 through 15 years	5.25
Commencing 16 through 20 years	6.25
Commencing 21 through 24 years	7.00
25 Years and Over	7.50

Employees are eligible to receive and use accrued vacation with pay upon

completion of their minimum required original probationary period (six months or 1000 hours, whichever is later). Provided, however, employees are eligible to receive and use accrued vacation with pay during an extension of the original probationary period.

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.

Vacation for full-time and part-time employees shall be given in accordance with present Civil Service Rules on vacations. Vacations may be taken in one-half (½) hour increments. The employer shall give good faith consideration to granting employees vacation requests, subject to the needs of the department.

Vacation for seven and one-half (7½) hour day employees may accumulate to a maximum of two hundred seventy (270) hours at the end of any given pay period. Requests to temporarily exceed the two hundred seventy (270) hour maximum may be submitted to the Department Head for consideration pursuant to the Civil Service Rules.

#### **Art. 10, Sec. 1 - Sick Leave Accrual**

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 - 12 months	2.00
Commencing 13 months and over	3.75

#### **Art. 10, Sec. 2 - Sick Leave Accumulation**

No accumulated sick leave shall exceed one thousand three hundred fifty (1350) hours as of the end of the last pay period of the payroll year. 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. Employees while on probation shall earn and be permitted use of sick leave.

No sick leave credit can be earned while an employee appears on the payroll as "No Pay" (NP) for eighteen and three-quarters (18.75) hours or more per pay period.

**Art. 10, Sec. 3(c) - Death in Immediate Family**

(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 three (3) days sick leave in the event of death in the immediate family, as defined in this subsection, and in conformity with Civil Service Rules.

**Art. 18, Sec. 2 - Retirement (Maximum Sick Leave Accumulation)**

Section 2. The Employer has adopted a policy providing for the implementation of a Post-Retirement Health Care Savings Plan for qualifying employees covered by this agreement. Pursuant to that policy, to qualify for participation in the Post-Retirement Health Care Savings Plan, an employee must, at retirement, and 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 Public Employees Retirement Association or other appropriate State of Minnesota sponsored retirement fund, or Social Security.

Pursuant to the Post-Retirement Health Care Savings Plan policy, the Employer shall, upon a qualifying employee's retirement, deposit the cash equivalent of the employee's accrued sick leave and accrued vacation into the employee's account with the plan.

Accrued sick leave shall be an amount equal to the number of hours, not to exceed 1150, of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accrued vacation shall be an amount equal to the number of hours of unused vacation time multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement.

Prior to an employee's retirement, the Employer shall provide the employee with notice of the employee's accrued vacation. The employee may, with Department Head approval, utilize the accrued vacation in full prior to retirement. If the employee does not qualify for the Post-Retirement Health Care Savings Plan, the employee shall, upon retirement, be paid in full for all accrued vacation. If the employee does qualify for the Post-Retirement Health Care Savings Plan, the employee shall have the cash equivalent of the employee's accrued vacation deposited into the employee's account pursuant to the County's Post-Retirement Health Care Saving Plan policy.

In the event that an employee is legally qualified to be exempt from the Post-Retirement Health Care Savings Plan 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 1150 hours, 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; provided, 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 2000-2002 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

**Art. 18, Sec. 3 – Workers' Compensation (Sick Leave Accumulation)**

Section 3. Any employee who by reason of sickness or injury receives worker's compensation benefits may do either of the following:

- A. Retain the worker's compensation benefits without assessment against any available leave credits, or
- B. Retain the worker's compensation benefit 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 the employee. "Net base pay" is defined by 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.

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 hospital-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 exhausted 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 a notice of discontinuance of benefits by the Commissioner of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

Sick leave used by employees while receiving County Worker's Compensation benefits shall be credited back to the employee's sick leave accumulation at retirement, but not to exceed 1150 hours maximum, provided for in Article 10, Section 2 above. This section is meant to mean sick leave used from the date the employee went to work for St. Louis County.

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.

**PAY PLAN ES**

**ST. LOUIS COUNTY CIVIL SERVICE - SUPERVISORY UNIT - 75.00 HOUR**

**2014 PAY PLAN**

**REFLECTS 2.0% INCREASE**

**EFFECTIVE DECEMBER 14, 2013**

Grade	Hourly	Biweekly	St. 1	St. 2	St. 3	St. 4	St. 5	St. L1	St. L2	St. L3	St. L4	St. L5
E01	11.66	874.50	1895	1957	2007	2089	2129	2199	2269	2340	2413	2491
E02	12.04	903.00	1957	2069	2129	2199	2269	2340	2413	2491	2579	2662
E03	12.35	928.25	2007	2129	2199	2269	2340	2413	2491	2579	2662	2754
E04	12.73	954.75	2069	2199	2269	2340	2413	2491	2579	2662	2754	2844
E05	13.10	982.50	2129	2269	2340	2413	2491	2579	2662	2754	2844	2945
E06	13.53	1014.75	2199	2269	2340	2413	2491	2579	2662	2754	2844	2945
E07	13.96	1047.00	2269	2340	2413	2491	2579	2662	2754	2844	2945	3053
E08	14.40	1080.00	2340	2413	2491	2579	2662	2754	2844	2945	3053	3166
E09	14.85	1113.75	2413	2491	2579	2662	2754	2844	2945	3053	3166	3284
E10	15.33	1149.75	2491	2579	2662	2754	2844	2945	3053	3166	3284	3404
E11	15.87	1190.25	2579	2662	2754	2844	2945	3053	3166	3284	3404	3530
E12	16.38	1228.50	2662	2754	2844	2945	3053	3166	3284	3404	3530	3655
E13	16.95	1271.25	2754	2844	2945	3053	3166	3284	3404	3530	3655	3783
E14	17.50	1312.50	2844	2945	3053	3166	3284	3404	3530	3655	3783	3933
E15	18.12	1359.00	2945	3053	3166	3284	3404	3530	3655	3783	3933	4082
E16	18.79	1409.25	3053	3166	3284	3404	3530	3655	3783	3933	4082	4246
E17	19.48	1461.00	3166	3284	3404	3530	3655	3783	3933	4082	4246	4409
E18	20.21	1515.75	3284	3404	3530	3655	3783	3933	4082	4246	4409	4578
E19	20.95	1571.25	3404	3530	3655	3783	3933	4082	4246	4409	4578	4755
E20	21.72	1629.00	3530	3655	3783	3933	4082	4246	4409	4578	4755	4945
E21	22.49	1686.75	3655	3783	3933	4082	4246	4409	4578	4755	4945	5132
E22	23.28	1746.00	3783	3933	4082	4246	4409	4578	4755	4945	5132	5337
E23	24.20	1815.00	3933	4082	4246	4409	4578	4755	4945	5132	5337	5549
E24	25.12	1884.00	4082	4246	4409	4578	4755	4945	5132	5337	5549	5767
E25	26.13	1959.75	4246	4409	4578	4755	4945	5132	5337	5549	5767	5988
E26	27.13	2034.75	4409	4578	4755	4945	5132	5337	5549	5767	5988	6234
E27	28.17	2112.75	4578	4755	4945	5132	5337	5549	5767	5988	6234	6481
E28	29.26	2194.50	4755	4945	5132	5337	5549	5767	5988	6234	6481	6736
E29	30.43	2282.25	4945	5132	5337	5549	5767	5988	6234	6481	6736	6992
E30	31.58	2366.50	5132	5337	5549	5767	5988	6234	6481	6736	6992	7277
E31	32.84	2463.00	5337	5549	5767	5988	6234	6481	6736	6992	7277	7561
E32	34.15	2581.25	5549	5767	5988	6234	6481	6736	6992	7277	7561	7862
E33	35.49	2661.75	5767	5988	6234	6481	6736	6992	7277	7561	7862	8177
E34	36.85	2763.75	5988	6234	6481	6736	6992	7277	7561	7862	8177	8507
E35	38.36	2877.00	6234	6481	6736	6992	7277	7561	7862	8177	8507	8843
E36	39.88	2991.00	6481	6736	6992	7277	7561	7862	8177	8507	8843	9201
E37	41.45	3108.75	6736	6992	7277	7561	7862	8177	8507	8843	9201	9568
E38	43.03	3227.25	6992	7277	7561	7862	8177	8507	8843	9201	9568	9955
		Biweekly	3358.50	3489.75	3588.50	3628.50	3628.50	3628.50	3628.50	3628.50	3628.50	3628.50
		Hourly	44.78	46.53	48.38	50.32	52.35	54.42	56.62	58.88	61.26	61.26

ST. LOUIS COUNTY CIVIL SERVICE - SUPERVISORY UNIT - 80.00 HOUR  
2014 PAY PLAN

REFLECTS 2.0% INCREASE  
EFFECTIVE DECEMBER 14, 2013

PAY PLAN E2

Grade	8.00 Hourly	Biweekly	St. 1	St. 2	St. 3	St. 4	St. 5	St. L1	St. L2	St. L3	St. L4	St. L5
E01A	11.66	932.80	2021	2087	2141	2207	2271	2345	2420	2496	2574	2657
E02A	12.04	963.20	2087	2141	2207	2271	2345	2420	2496	2574	2657	2751
E03A	12.35	988.00	2141	2207	2271	2345	2420	2496	2574	2657	2751	2839
E04A	12.73	1018.40	2207	2271	2345	2420	2496	2574	2657	2751	2839	2938
E05A	13.10	1048.00	2271	2345	2420	2496	2574	2657	2751	2839	2938	3033
E06A	13.53	1082.40	2345	2420	2496	2574	2657	2751	2839	2938	3033	3141
E07A	13.96	1116.80	2420	2496	2574	2657	2751	2839	2938	3033	3141	3257
E08A	14.40	1152.00	2496	2574	2657	2751	2839	2938	3033	3141	3257	3377
E09A	14.85	1188.00	2574	2657	2751	2839	2938	3033	3141	3257	3377	3503
E10A	15.33	1226.40	2657	2751	2839	2938	3033	3141	3257	3377	3503	3631
E11A	15.87	1269.60	2751	2839	2938	3033	3141	3257	3377	3503	3631	3765
E12A	16.38	1310.40	2839	2938	3033	3141	3257	3377	3503	3631	3765	3898
E13A	16.95	1356.00	2938	3033	3141	3257	3377	3503	3631	3765	3898	4035
E14A	17.50	1400.00	3033	3141	3257	3377	3503	3631	3765	3898	4035	4195
E15A	18.12	1449.60	3141	3257	3377	3503	3631	3765	3898	4035	4195	4354
E16A	18.79	1503.20	3257	3377	3503	3631	3765	3898	4035	4195	4354	4529
E17A	19.48	1558.40	3377	3503	3631	3765	3898	4035	4195	4354	4529	4703
E18A	20.21	1616.80	3503	3631	3765	3898	4035	4195	4354	4529	4703	4883
E19A	20.95	1676.00	3631	3765	3898	4035	4195	4354	4529	4703	4883	5072
E20A	21.72	1737.60	3765	3898	4035	4195	4354	4529	4703	4883	5072	5275
E21A	22.49	1799.20	3898	4035	4195	4354	4529	4703	4883	5072	5275	5474
E22A	23.28	1862.40	4035	4195	4354	4529	4703	4883	5072	5275	5474	5692
E23A	24.20	1936.00	4195	4354	4529	4703	4883	5072	5275	5474	5692	5919
E24A	25.12	2009.60	4354	4529	4703	4883	5072	5275	5474	5692	5919	6152
E25A	26.13	2090.40	4529	4703	4883	5072	5275	5474	5692	5919	6152	6387
E26A	27.13	2170.40	4703	4883	5072	5275	5474	5692	5919	6152	6387	6649
E27A	28.17	2253.60	4883	5072	5275	5474	5692	5919	6152	6387	6649	6913
E28A	29.26	2340.80	5072	5275	5474	5692	5919	6152	6387	6649	6913	7185
E29A	30.43	2434.40	5275	5474	5692	5919	6152	6387	6649	6913	7185	7459
E30A	31.58	2526.40	5474	5692	5919	6152	6387	6649	6913	7185	7459	7762
E31A	32.84	2627.20	5692	5919	6152	6387	6649	6913	7185	7459	7762	8065
E32A	34.15	2732.00	5919	6152	6387	6649	6913	7185	7459	7762	8065	8386
E33A	35.49	2839.20	6152	6387	6649	6913	7185	7459	7762	8065	8386	8722
E34A	36.85	2948.00	6387	6649	6913	7185	7459	7762	8065	8386	8722	9074
E35A	38.36	3068.80	6649	6913	7185	7459	7762	8065	8386	8722	9074	9433
E36A	39.88	3190.40	6913	7185	7459	7762	8065	8386	8722	9074	9433	9814
E37A	41.45	3316.00	7185	7459	7762	8065	8386	8722	9074	9433	9814	10206
E38A	43.03	3442.40	7459	7762	8065	8386	8722	9074	9433	9814	10206	10618
			Biweekly	3582.40	3722.40	3870.40	4025.60	4188.00	4353.60	4529.60	4710.40	4900.80
			Hourly	44.78	46.53	48.38	50.32	52.35	54.42	56.62	58.88	61.26

EXHIBIT C

**CIVIL SERVICE SUPERVISORY  
JOB CLASSIFICATIONS AS OF 2/11/2014**

Exhibit C

<u>CLASSIFICATION</u>	<u>GRADE</u>	<u>PAY PLAN</u>
ACCOUNTING SUPERVISOR	E24	ES
ADMINISTRATIVE ASSISTANT II	E23	ES
AREA LAND MANAGER	E26	ES
ASSISTANT COMMUNICATIONS CENTER SPVR	E22	ES
ASSISTANT COUNTY ASSESSOR	E27	ES
ASSISTANT PROPERTY MGMT DIRECTOR	E28	ES
CAPITAL PLANNING MANAGER	E26	ES
CHIEF DEPUTY AUDITOR	E32	ES
CHIEF DEPUTY COUNTY RECORDER	E23	ES
CLERK OF CDUNTY BOARD/ELECTIONS SPVR	E26	ES
COMMUNICATIONS CENTER SUPERVISOR	E25	ES
COMMUNICATIONS TECHNICAL SUPERVISOR	E26	ES
COMMUNITY DEVELOPMENT MANAGER	E27	ES
CONTRACT ADMINISTRATION MANAGER	E26	ES
COUNTY EXTENSION ADMINISTRATOR	E23	ES
COUNTY SURVEYOR	E28	ES
DEPUTY COUNTY SURVEYOR	E25	ES
DEPUTY ENVIRONMENTAL SERVICES DIRECTOR	E30	ES
DEPUTY LAND AND MINERALS DIRECTOR	E32	ES
DEPUTY PLANNING DIRECTOR	E30	ES
DIRECTOR OF SYSTEMS & PROGRAMMING	E29	ES
ENVIRONMENTAL HEALTH SPECIALIST SPVR	E24	ES
ENVIRONMENTAL PROGRAM ADMINISTRATOR	E26	ES
FACILITIES SUPERVISOR	E22	ES
FINANCIAL ANALYST	E25	ES
FISCAL MANAGER	E26	ES
GIS MANAGER	E27	ES
INFORMATION SPECIALIST SUPERVISOR	E19	ES
INFORMATION SPECIALIST SUPERVISOR	E21	ES
INTERNAL AUDITOR	E27	ES
IT MANAGER	E29	ES
IT UNIT SUPERVISOR	E27	ES
LEGAL SECRETARY SUPERVISOR	E19	ES
LEGAL SECRETARY SUPERVISOR	E21	ES
MICROGRAPHICS UNIT SUPERVISOR	E18	ES
MINE INSPECTOR	E24	ES
MOTOR POOL SUPERVISOR	E20	ES
PHYSICAL PLANNING MANAGER	E27	ES
PUBLIC HEALTH DIVISION DIRECTOR	E30	ES
PUBLIC HEALTH NURSING SUPERVISOR	E26	ES
RESOURCE DATA SUPERVISOR	E27	ES
RESOURCE INVENTORY SPECIALIST	E22	ES
ROAD DESIGN/CONSTRUCTION SUPERVISOR	E27	ES
SAFETY & RISK MANAGER	E33	ES
SERVICE CENTER SUPERVISOR	E23	ES
SOLID WASTE OPERATIONS SUPERVISOR	E23	ES
TAX ANALYST	E22	ES
TAX DIVISION MANAGER	E25	ES
WORKERS' COMPENSATION ADMINISTRATOR	E24	ES
ZZ WIRELESS COMMUNICATIONS COORD	E26	ES

# EXHIBIT C

## CIVIL SERVICE SUPERVISORY JOB CLASSIFICATIONS AS OF 2/11/2014

Exhibit C

<u>CLASSIFICATION</u>	<u>GRADE</u>	<u>PAY PLAN</u>
ASSISTANT COUNTY HIGHWAY ENGINEER	E33A	E2
BRIDGE SUPERINTENDENT	E25A	E2
BRIDGE SUPERVISOR	E21A	E2
DEPUTY PUBLIC WORKS DIRECTOR	E31A	E2
EMERGENCY SERVICES MANAGER	E24A	E2
ENGINEERING TECHNICIAN PRINCIPAL	E25A	E2
FLEET/PROPERTY MANAGER	E26A	E2
HIGHWAY DIVISION SUPERINTENDENT	E25A	E2
HIGHWAY MAINTENANCE SUPERVISOR	E21A	E2
PRINCIPAL ENGINEER	E30A	E2
ROAD & BRIDGE SHOP SUPERVISOR	E22A	E2
SENIOR ENGINEER	E26A	E2
SIGN SUPERVISOR	E21A	E2



# Saint Louis County

100 North 5th Avenue West, Rm. 202, Duluth, Minnesota 55802-1287 (218) 728-2662

October 30, 2002

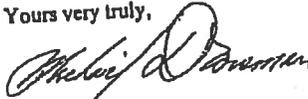
Ronald Garden, President  
St. Louis County Employee's Association  
4739 Midway Road  
Duluth, MN 55811

Re: Civil Service Supervisory Unit  
Meet and Confer Re: Telework

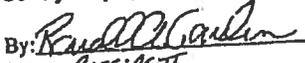
Dear Mr. Garden:

This letter will confirm our discussion during negotiation of the above-referenced agreement regarding telework policies. St. Louis County is developing policies and procedures whereby certain employees designated by the Employer may be granted telework opportunities. The parties agree to meet and confer regarding the telework policies and procedures. If, as a result of these discussions, it is necessary to reopen the contract to address mandatory topics of negotiations, the parties agree that the contract may be reopened for this limited purpose. Our signatures below will indicate agreement to the terms of this letter on behalf of St. Louis County and the St. Louis County Employee's Association, respectively.

Yours very truly,

  
County Board Chairman

Accepted on behalf of St. Louis  
County Employee's Association:

By:   
Its: PRESIDENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"The mission of St. Louis County is to provide to its people those services mandated and / or expected by its citizens so as to provide a good quality of life"



# Saint Louis County

100 North 5th Ave. West, Room 202 • Duluth, Minnesota 55802-1287 (218) 726-2450

July 25, 2007

St. Louis County Employees Association  
Attn: Ron Garden, President  
4787 Midway Road  
Duluth, MN 55811

Re: Civil Service Supervisory Unit  
Deferred Compensation Account Payments

Dear Mr. Garden:

This letter will confirm the agreement between St. Louis County and St. Louis County Employees Association on behalf of the Civil Service Supervisory Unit regarding payouts of compensatory time under Article 6, Section 1, and back pay being paid into an employee's deferred compensation account.

Non-probationary active employees have the option, exercisable by completing and returning to the County Auditor's Office, within the time limits prescribed by the County Auditor's Office, a deferred compensation authorization form, to have any portion of the employee's back pay, or the amount of the employee's compensatory time payout pursuant to Article 6, Section 1, directly paid into the employee's deferred compensation account. The employee must have enrolled in a deferred compensation account prior to the payout, in accordance with the requirements of the County Auditor's Office. The payment will be in addition to any amount which the employee has previously designated to be paid out of the employee's regular wages into the employee's deferred compensation account, subject to the statutory maximum contribution. Employees who have left employment with St. Louis County are not eligible for this optional payment into the deferred compensation account. Wage garnishments, wage withholding orders, and other legally binding deductions take precedent over the terms of this letter of understanding. All terms of this letter of understanding are subject to the requirements and restrictions of the St. Louis County Auditor's Office, as may be in effect from time to time.

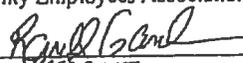
*An Equal Opportunity Employer*

Our signatures below will indicate agreement to the terms of this letter on behalf of St. Louis County and St. Louis County Employees Association, respectively.

Yours very truly,

  
County Board Chair

Accepted on behalf of St. Louis  
County Employees Association:

By:   
Its: President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**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**

By: *Steve O'Neil*  
Its: Board Chair

*6/16/11*  
Date

**ST. LOUIS COUNTY EMPLOYEES ASSOCIATION**

By: *Kevin J. McConnell*  
Its: President

*4 MAY 2011*  
Date

<sup>1</sup> Notwithstanding the formula in the preceding sentence, effective April 2010, the monthly plan subscriber payment shall be \$37.72 for the remainder of 2010 and for 2011, 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.

**CIVIL SERVICE SUPERVISORY UNIT  
SUPPLEMENTAL LABOR AGREEMENT  
COMMUNICATIONS DEPARTMENT - REMOTE SUPPORT, STAND-BY**

---

This Supplemental Agreement to the Civil Service Supervisory Unit Labor Agreement is effective the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**A. Remote Support**

A.1 **Definition:** Remote support means providing technical support in response to a request received while the employee is in non-pay, off-duty status from a serviced department, a Communications Department supervisor, or a Communications Department employee authorized to request remote support. Remote support may be provided by telephone response or by communications through the County radio networks. The Department will provide appropriate equipment, as determined necessary by the Department, to an employee who is to provide remote support.

A.2 **Compensation:** An employee shall be compensated at the employee's regular hourly rate for work time spent responding to a request for remote support, subject to the following schedule of minimum compensation:

<b><u>Time of Call for Remote Support<sup>1</sup></u></b>	<b><u>Minimum Compensation</u></b>
After 8:00 a.m. until 4:30 p.m.	1 hour @ time and one half
After 4:30 p.m. until 8:00 a.m.	2 hours @ time and one half

<b><u>Holidays – Time of Call for Remote Support<sup>1</sup></u></b>	<b><u>Minimum Compensation</u></b>
After 8:00 a.m. until 4:30 p.m.	1 hour @ double time and one half
After 4:30 p.m. until 8:00 a.m.	2 hours @ double time and one half

---

<sup>1</sup> Time changes are effective the start of the pay period following County Board ratification of the 2014 Civil Service Supervisory contract.

Provided, however, a request for remote support which requires that the employee travel to the County work site will be compensated in accordance with Article 6, Call Back, of the Civil Service Supervisory Unit labor agreement, regardless of the time the call is received.

During any period in which the employee is receiving compensation, including the minimum compensation set forth in this Section, the employee shall not be eligible for additional remote support compensation. (For example, an employee responding to a call for remote support received at 1:00 a.m. would not be eligible for additional compensation for responding to another call or traveling to the County work site between 1:00 a.m. and 3:00 a.m.)

A.3 Eligibility: An employee is eligible to receive compensation for providing remote support in response to a request received while the employee is off duty and away from the County work site. An employee need not be on stand-by in order to be eligible to receive remote support compensation but if the employee is on stand-by duty, the employee is not eligible to receive stand-by compensation at the same time as remote support compensation.

### **B. Stand-By**

B.1 Purpose of Stand-By: Stand-by assignments will be used to provide technical radio communications infrastructure support for certain critical life safety functions, as set forth in Attachment A attached hereto. Stand-by assignments may be made to provide support for other functions upon mutual agreement between the Department Head and the Association.

B.2 Classifications Eligible for Stand-By Assignment: The Department Head shall notify the Association of the classifications which the Department Head designates as eligible for stand-by assignment. In addition, members of other bargaining units, including by way of example and without limitation supervisory units, may be assigned stand-by duty if determined to be qualified by the Department Head.

Employees within eligible classifications may advise the Department Head of their desire to be included or not included in the stand-by duty assignment pool. Although all qualified employees in the eligible classifications are subject to stand-by duty assignment

pursuant to the terms of this Supplemental Agreement, the Department will take into consideration an employee's desire to not be included in the pool, and will not assign the employee to stand-by, subject to, however, the Department's ability to obtain adequate staffing of stand-by duty assignments. Qualified, eligible employees who volunteer for and are accepted into the stand-by assignment pool shall be appointed to the pool in the order of seniority and shall be deemed to have given a commitment of a minimum of one year of participation in the pool. In no case shall the Department Head assign an employee to an involuntary stand-by assignment for a period of more than two (2) years without a break of (1) year. Qualified, eligible employees involuntarily assigned to the stand-by pool shall be assigned in the reverse order of seniority.

B.3 Stand-By Shifts: Stand-by shifts shall be from 5:30 p.m. to 7:00 a.m. Monday through Thursday and from 5:30 p.m. Friday continuously to 7:00 a.m. Monday. In addition, on holidays as designated in Article 7 of the Civil Service Supervisory Unit labor agreement, stand-by shall be continuous from 5:30 p.m. the day preceding the holiday to 7:00 a.m. the day following the holiday.

Stand-by shifts shall be scheduled in one week increments beginning at 5:30 p.m. Wednesday and ending at 7:00 a.m. Wednesday. The schedule of stand-by duty assignments shall be posted on a quarterly basis. Scheduling will be coordinated by Communications Department management in consultation with affected employees.

An eligible employee may be assigned to stand-by duty for not more than one week in every six weeks. However, eligible employees may volunteer for additional weeks of stand-by duty assignment. The Department will request volunteers before assigning stand-by duty.

B.4 Equipment: The Employer will provide to employees who are assigned to stand-by duty the necessary equipment, as determined by the Employer, to provide remote support.

B.5 Coordination With Served Departments: The Employer will advise served departments of the stand-by duty assignment schedule and indicate that calls for assistance are to be directed to the employee assigned to stand-by duty.

B.6 Stand-By Duty Compensation<sup>2</sup>: An employee assigned to stand-by duty shall be compensated at the rate of \$3.65 per hour for all hours served in assigned stand-by duty status except that after 7½ consecutive hours of stand-by duty on a holiday, the employee shall be paid \$5.90 per hour served in stand-by duty status for the remainder of the holiday. Stand-by duty time is not credited as “hours worked” and therefore is not included in the computation of hours worked per day or per week for the purpose of calculating 1½ overtime compensation. An employee shall not be eligible for stand-by duty pay and another pay status simultaneously.

B.7 Available And Able To Work: It is the employee’s responsibility to continuously update the Department on how the employee can be reached during a stand by duty assignment. The employee shall respond to the call within fifteen (15) minutes. An employee who fails to respond to a call by the Department within fifteen (15) minutes or who fails to report for duty promptly as required by this paragraph B.7 shall forfeit the stand by duty pay for the period and may be subject to additional disciplinary action based on just cause and subject to the contractual grievance procedure.

An eligible employee who is on stand-by duty assignment must be “available and able to work” during the entire period of the stand by duty assignment. “Available and able to work” means that the employee is able to commence work within thirty (30) minutes of receipt of a call and thereafter proceed diligently and without interruption in responding to the problem. “Available and able to work” also means that the employee shall not be under the influence of alcohol or mind altering drugs during the period the employee is assigned to stand by duty.

Integration: This Supplemental Agreement shall be attached to and considered part of the Civil Service Supervisory Unit labor agreement. All provisions of the Civil Service Supervisory Unit labor agreement not specifically modified herein shall continue in full force and effect for employees covered by this Supplemental Agreement.

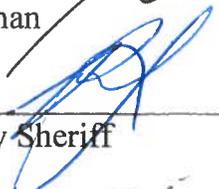
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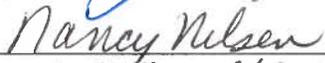
<sup>2</sup> The rates listed under B.6 Stand-by Duty Compensation are effective December 17, 2011.  
19569-111

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**FOR THE COUNTY BOARD:**

  
Chairman

  
County Sheriff

  
County Auditor - Chief Deputy

  
Steven C. Fecker, Labor Negotiator\*

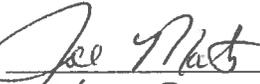
Approved as to form and execution:

  
County Attorney - Assistant

\*Not a party to Labor Agreement

**FOR THE ASSOCIATION:  
ST. LOUIS COUNTY  
EMPLOYEES ASSOCIATION**

By:   
Its: President

By:   
Its: VICE-PRESIDENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## APPENDIX A

The Communications Department Head and the Union have identified the following mutually agreed critical life safety functions for which stand-by assignments may be used to provide technical radio communications infrastructure support:

- a. 911 Emergency Communications
- b. Sheriff's Department/Emergency Management Communications
- c. City of Duluth ARMER Solution
- d. Contract Agencies (Other Counties)
- e. NEMESIS Mobile Infrastructure

**CIVIL SERVICE SUPERVISORY UNIT  
SUPPLEMENTAL LABOR AGREEMENT  
IT DEPARTMENT - REMOTE SUPPORT, STAND-BY**

---

This Supplemental Agreement to the Civil Service Supervisory Unit labor agreement is effective the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**A. Remote Support**

A.1 **Definition:** Remote support means providing application or computing infrastructure support in response to a request received while the employee is in non-pay, off-duty status from a serviced department, an IT supervisor, or an IT employee authorized to request remote support. Remote support may be provided by telephone response or by logging into the County computer network. The Department will provide appropriate equipment, as determined necessary by the Department, to an employee who is to provide remote support.

A.2 **Compensation:** An employee shall be compensated at the employee’s regular hourly rate for work time spent responding to a request for remote support, subject to the following schedule of minimum compensation:

<b><u>Time of Call for Remote Support</u><sup>1</sup></b>	<b><u>Minimum Compensation</u></b>
After 8:00 a.m. until 4:30 p.m.	1 hour @ time and one half
After 4:30 p.m. until 8:00 a.m.	2 hours @ time and one half

<b><u>Holidays – Time of Call for Remote Support</u><sup>1</sup></b>	<b><u>Minimum Compensation</u></b>
After 8:00 a.m. until 4:30 p.m.	1 hour @ double time and one half
After 4:30 p.m. until 8:00 a.m.	2 hours @ double time and one half

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<sup>1</sup> Time changes are effective the start of the pay period following County Board ratification of the 2014 Civil Service Supervisory Unit Agreement.

Provided, however, a request for remote support which requires that the employee travel to the County work site will be compensated in accordance with Article 6, Call Back, of the Civil Service Supervisory Unit labor agreement, regardless of the time the call is received.

During any period in which the employee is receiving compensation, including the minimum compensation set forth in this Section, the employee shall not be eligible for additional remote support compensation. (For example, an employee responding to a call for remote support received at 1:00 a.m. would not be eligible for additional compensation for responding to another call or traveling to the County work site between 1:00 a.m. and 3:00 a.m.)

A.3 Eligibility: An employee is eligible to receive compensation for providing remote support in response to a request received while the employee is off duty and away from the County work site. An employee need not be on stand-by in order to be eligible to receive remote support compensation but if the employee is on stand-by duty, the employee is not eligible to receive stand-by compensation at the same time as remote support compensation.

### **B. Stand-By**

B.1 Purpose of Stand-By: Stand-by assignments will be used to provide application and computing infrastructure support for certain critical life safety functions, as set forth in Attachment A attached hereto. Stand-by assignments may be made to provide support for other functions upon mutual agreement between the Department Head and the Association.

B.2 Classifications Eligible for Stand-By Assignment: The Department Head shall notify the Union of the classifications which the Department Head designates as eligible for stand-by assignment. In addition, members of other bargaining units, including by way of example and without limitation supervisory units, may be assigned stand-by duty if determined to be qualified by the Department Head.

Employees within eligible classifications may advise the Department Head of their desire to be included or not included in the stand-by duty assignment pool. Although all qualified employees in the eligible classifications are subject to stand-by duty assignment

pursuant to the terms of this Supplemental Agreement, the Department will take into consideration an employee's desire to not be included in the pool, and will not assign the employee to stand-by, subject to, however, the Department's ability to obtain adequate staffing of stand-by duty assignments. Qualified, eligible employees who volunteer for and are accepted into the stand-by assignment pool shall be appointed to the pool in the order of seniority and shall be deemed to have given a commitment of a minimum of one year of participation in the pool. In no case shall the Department Head assign an employee to an involuntary stand-by assignment for a period of more than two (2) years without a break of one (1) year. Qualified, eligible employees involuntarily assigned to the stand-by pool shall be assigned in the reverse order of seniority.

B.3 Stand-By Shifts: Stand-by shifts shall be from 4:30 p.m. to 7:00 a.m. Monday through Thursday and from 4:30 p.m. Friday continuously to 7:00 a.m. Monday. In addition, on holidays as designated in Article 7 of the Civil Service Supervisory Unit labor agreement, stand-by shall be continuous from 4:30 p.m. the day preceding the holiday to 7:00 a.m. the day following the holiday.

Stand-by shifts shall be scheduled in one week increments beginning at 4:30 p.m. Tuesday and ending at 7:00 a.m. Tuesday. The schedule of stand-by duty assignments shall be posted on a quarterly basis. Scheduling will be coordinated by IT Department management in consultation with affected employees.

An eligible employee may be assigned to stand-by duty for not more than one week in every six weeks. However, eligible employees may volunteer for additional weeks of stand-by duty assignment. The Department will request volunteers before assigning stand-by duty.

B.4 Equipment: The Employer will provide to employees who are assigned to stand-by duty the necessary equipment, as determined by the Employer, to provide remote support.

B.5 Coordination With Served Departments: The Employer will advise served departments of the stand-by duty assignment schedule and indicate that calls for assistance are to be directed to the employee assigned to stand-by duty.

B.6 Stand-By Duty Compensation<sup>2</sup>: An employee assigned to stand-by duty shall be compensated at the rate of \$3.65 per hour for all hours served in assigned stand-by duty status except that after 7½ consecutive hours of stand-by duty on a holiday, the employee shall be paid \$5.90 per hour served in stand-by duty status for the remainder of the holiday. Stand-by duty time is not credited as “hours worked” and therefore is not included in the computation of hours worked per day or per week for the purpose of calculating 1½ overtime compensation. An employee shall not be eligible for stand-by duty pay and another pay status simultaneously.

B.7 Available And Able To Work: It is the employee’s responsibility to continuously update the Department on how the employee can be reached during a stand by duty assignment. The employee shall respond to the call within fifteen (15) minutes. An employee who fails to respond to a call by the Department within fifteen (15) minutes or who fails to report for duty promptly as required by this paragraph B.7 shall forfeit the stand by duty pay for the period and may be subject to additional disciplinary action based on just cause and subject to the contractual grievance procedure.

An eligible employee who is on stand-by duty assignment must be “available and able to work” during the entire period of the stand by duty assignment. “Available and able to work” means that the employee is able to commence work within thirty (30) minutes of receipt of a call, or report to the work site within one hour of receipt of the call from the Department. “Available and able to work” also means that the employee shall not be under the influence of alcohol or mind altering drugs during the period the employee is assigned to stand by duty.

Integration: This Supplemental Agreement shall be attached to and considered part of the Civil Service Supervisory Unit labor agreement. All provisions of the Civil Service Supervisory Unit labor agreement not specifically modified herein shall continue in full force and effect for employees covered by this Supplemental Agreement.

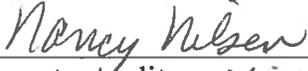
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<sup>2</sup> The rates listed in B.6 Stand-by Duty Compensation are effective December 17, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**FOR THE COUNTY BOARD:**

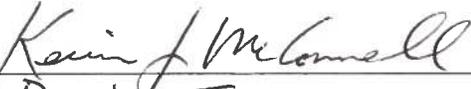
  
\_\_\_\_\_  
Chairman

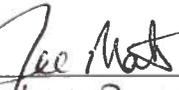
  
\_\_\_\_\_  
County Auditor - Chief Deputy

  
\_\_\_\_\_  
Steven C. Fecker, Labor Negotiator\*

**FOR THE ASSOCIATION:**

ST. LOUIS COUNTY  
EMPLOYEES ASSOCIATION

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

By:   
\_\_\_\_\_  
Its: VICE-PRESIDENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form and execution:

  
\_\_\_\_\_  
County Attorney - Assistant

\*Not a party to Labor Agreement

## APPENDIX A

The IT Department Head and the Association have identified the following mutually agreed critical life safety functions for which stand-by assignments may be used to provide application and computing infrastructure support:

- a. 911
- b. Sheriff's Department
- c. St. Louis County Jail
- d. NEMESIS
- e. Arrowhead Regional Corrections



# Saint Louis County

100 N 5th Ave West, Room 202 • Duluth, MN 55802 (218) 726-2450

February 25, 2014

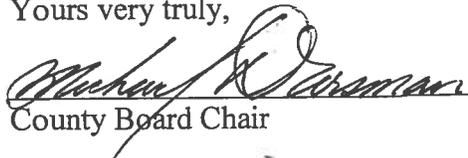
St. Louis County Employees Association  
c/o Mr. Kevin McConnell, President  
P. O. Box 18115  
Duluth, MN 55811

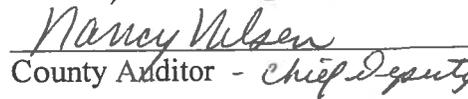
**Re: 2014 Civil Service Supervisory Unit Agreement  
Job Audit of Tax Division Manager, Bridge Supervisor**

Dear Mr. McConnell:

This letter will confirm that St. Louis County will conduct a job audit of the classifications of Tax Division Manager and Bridge Supervisor during 2014.

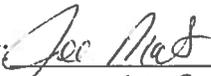
Yours very truly,

  
County Board Chair

  
County Auditor - Chief Deputy

Accepted on behalf of St. Louis  
County Employees Association:

By:   
Its: PRESIDENT

By:   
Its: VICE-PRESIDENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form and execution:

  
County Attorney - Assistant



*Resolution*  
*of the*  
**Board of County Commissioners**  
*St. Louis County, Minnesota*

*Adopted on: March 25, 2014 Resolution No. 14-169*  
*Offered by Commissioner: Jewell*

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**Civil Service Supervisory Bargaining Unit Agreement: 2014**

RESOLVED, That the 2014 Civil Service Supervisory contract is ratified 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. 59844.

Commissioner Jewell moved the adoption of the Resolution and it was declared adopted upon the following vote:  
Yeas – Commissioners Jewell, Boyle, Dahlberg, Stauber, Nelson, and Chair Forsman - 6  
Nays – None  
Absent – Commissioner Raukar - 1

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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 25<sup>th</sup> day of March, A.D. 2014, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 25<sup>th</sup> day of March, A.D., 2014.

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor/Clerk of the County Board