

**AGREEMENT**  
**BETWEEN**  
**ST. LOUIS COUNTY**  
**AND**  
**ARROWHEAD PUBLIC SERVICE UNION**  
**REPRESENTING**  
**ST. LOUIS COUNTY MERIT SYSTEM SUPERVISORY EMPLOYEES**

2008-2009

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**AGREEMENT BETWEEN ST. LOUIS COUNTY  
AND  
ARROWHEAD PUBLIC SERVICE UNION  
REPRESENTING ST. LOUIS COUNTY  
MERIT SYSTEM SUPERVISORY EMPLOYEES**

**ARTICLE 1 - RECOGNITION**

St. Louis County (hereinafter referred to as “Employer”) recognizes Arrowhead Public Service Union (hereinafter “Union”) as the exclusive representative for collective bargaining purposes for all Supervisory Merit System employees of the St. Louis County Public Health and Human Services Department (hereinafter referred to as “the Department”), who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding the Public Health and Human Services Director, confidential employees, and all other employees, with respect to salary, wages, hours, working conditions, and other conditions of employment.

The Employer agrees to meet and confer with the fully accredited officers and committees of the Union on any questions and condition of employment not covered by this Agreement. The Union shall also certify to the Employer a complete and current list of its officers and representatives.

**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 utilization of technology, to establish or modify its organizational structure, to maintain order and efficiency, to determine the number of personnel and the amount of supervision, to direct the work force, to hire, promote, transfer, assign, suspend, demote, discharge or retain the employees in this unit, and to take whatever action necessary to carry out the mission of the Employer in situations of emergency. Such rights and responsibilities are limited only as specifically stated within this Agreement.

**ARTICLE 3 - UNION ACTIVITY/UNION SECURITY**

A. Any employee duly authorized to represent the Union at International, State, District, or local negotiating meetings, shall be permitted leave from duty without pay upon one (1) week advance notice, provided time does not interfere with normal operation of the Department. The Employee shall not be discriminated against nor lose any rights or status earned or enjoyed as a result of the leave.

B. Union representatives shall have access to the premises to meet and confer with employees, but the Union agrees not to interfere with the Employer's operations.

C. Payment of dues:

1. Upon receipt of written notice from an employee to deduct monthly dues from his/her salary, the Employer agrees to make such payroll deductions and submit same to the Union. Submittal of dues to the properly designated Union Treasurer shall be before the next dues payroll period.

2. In order to discontinue membership in the Union, the employee shall first give written notice to the Union. The Union shall immediately notify the Accounting Department of said action and deductions shall be stopped at the next payroll period.

D. All employees in the bargaining unit who are not members of the exclusive representative organization shall be required to contribute through payroll checkoff a fair share fee for services as designated by the exclusive representative in accordance with the Public Employment Labor Relations Act of 1971 as amended.

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

#### **ARTICLE 4 - SELECTION OF PERSONNEL, RECORDS**

A. Employment of staff in this bargaining unit with the Department is administered under the rules of the Minnesota Merit System. The Department is an equal opportunity employer.

B. Merit System. Supervisory and managerial positions of Social Service Supervisor, Division Director, Administrative Assistant, and other professional positions, are selected from the list of best qualified candidates under the rules of the Minnesota Merit System. This includes appointments, transfers, reinstatements from registers established by examination.

C. Personnel Records. The Employer maintains a personnel folder for each employee, which shall be maintained in accordance with the Minnesota Data Practices Act.

## ARTICLE 5 - APPOINTMENTS, STATUS

A. Probationary Period. All new, non-temporary employees are subject to a probationary period during their first six months of employment. Employees may not take any paid vacation leave during this time.

Promoted employees also serve a six-month probationary period in the new class. (There is no restriction on vacation leave if total employment with the Department exceeds six (6) months.)

The Department may also require that a reinstated or transferred employee (either from another jurisdiction, department, or position in the Department) serve a new probationary period. Employees performing satisfactorily during their probationary period will be certified at the end of probation. Time served as a temporary employee will not count as part of the probationary period.

B. Evaluations. Administrative appraisal shall be considered to determine salary increases and in making promotions, demotions, dismissals, and in determining the order of separation due to reduction in forces, in the event of equal seniority.

The Employer shall meet and confer with the Union on any proposed revision to the Administrative Appraisal Form prior to implementation.

C. Promotions/Examination Time. If the examination is given during working hours, the employee may take the exam with supervisory approval without losing any benefits.

D. Voluntary Demotions. An employee who wishes to take a position in a lower job classification should notify the Personnel Office. If this person's present salary is within the salary range of the lower class, it may remain the same although the specific salary assignment must be determined and approved in each case. If this person's present salary is above the range of the lower class, it shall be lowered so that it is within this salary range.

E. Resignations/Severance. An employee resigning must give four (4) weeks advance written notice of resignation to the Service Department Head. Accrued vacation time may not be counted as any part of the four week's notice.

Upon separation from employment, an employee shall be paid for accrued vacation up to 270 hours. The daily severance pay rate formula is per Merit System Rule 12 MCAR 2.517.

An unauthorized absence from work is grounds for disciplinary action, subject to the grievance procedure, and any employee who is absent from work, without authorization, for three (3) consecutive work days shall be deemed to have resigned.

F. Layoffs.

1. Seniority is the total accumulation of paid service within a classification. In promotions or transfers, seniority shall continue to accrue in the Merit System classification(s) in which the employee previously served. However, seniority in a classification(s) in the Merit System Basic Unit in which the employee previously served shall be retained but shall only continue to accrue during the employee's service in a classification within the Merit System Basic Unit.

Only service within this Department is considered for purposes of computing service within a Merit System classification. Seniority previously earned by an employee in a Civil Service System classification(s) shall be retained, but shall only continue to accrue during the employee's service within a Civil Service classification.

2. When it becomes necessary, through shortage of work, lack of funds, abolishment of a position, or for other causes for which an employee is not at fault, to lay off an employee within the Merit System Supervisory bargaining unit, the following apply:

a. Any certified or probationary employee about to be laid off shall be demoted to displace any employee with less seniority in the next lower class in which he/she previously served unless he/she elects to be laid off. In either event the name of such employee shall be placed on an appropriate layoff list.

b. All emergency, provisional, probationary, and limited term employees within the same class in the Department shall be laid off first.

c. Layoff shall be in the inverse order of seniority within a classification.

d. Seniority ties: When two or more persons in a job class in which layoff or reduction is to be made have equal seniority in such class, the order of layoff or reduction in such tie cases shall be determined first by total years of service with the agency; second by the average of the three last and most recent agency ratings or by such ratings or average of ratings as such employees have received. Remaining ties will be broken by calling the flip of a coin.

e. The Employer shall give each affected employee notice by certified mail - receipt signed by addressee only, at least ten (10) working days before the effective date of any layoff and shall state the reason for the layoff.

f. Layoff List: Whenever the Employer wishes to fill a vacancy or a new position in the bargaining unit or a layoff list exists for the classification in which the position is to be filled, the Employer shall offer re-employment in the order of seniority from the layoff list.

g. The Employer shall, as each opening occurs, contact the most senior person on the layoff list by certified mail to offer the opening to such person until the position is filled or the list is exhausted. If the person refuses to accept an appointment offered to him/her, the Employer shall remove his/her name from the layoff list. Any person providing the Employer with a statement from their attending physician stating that they are unable to work at that time shall not have his/her name removed from the layoff list for refusing to accept an appointment.

h. No employee shall have his/her name removed from a layoff list for refusing to accept an appointment in a geographical location other than the location from which said employee was laid off. For the purposes of this Article, the parties agree that there are two geographic locations: the Duluth area shall be considered as one location and the Range area shall be considered as another location.

i. In the event of layoff of an employee within this unit who has retained seniority in a classification within the Merit System Basic Unit, an employee shall have the right to exercise his seniority to displace an employee within the Merit System Basic Unit who has less seniority accrued within the Merit System Basic Unit. All members of this unit who have seniority in both this unit and the Merit System Basic Unit shall compute their seniority, for purposes of bumping back into the Merit System Basic Unit, based only on their time of service in the Merit System Basic Unit.

G. Reemployment. Reemployment of a former Merit System employee, who has resigned in good standing, may be given consideration, irrespective of the Merit System register, per Merit System Rule 12 MCAR 2.503.

H. Transfers. Notice of the classification and location of positions available in the Department will normally be posted electronically. Employees in the same classification may request consideration for lateral transfer by submitting a memorandum to the Personnel Office within the stated time limit. Requests received after the stated time limit will only be given consideration if the Appointing Authority is still interested in seeing additional candidates. The Appointing Authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

I. Dismissals. Any dismissal for disciplinary reasons shall not be finalized until the expiration of a five (5) day period of suspension without pay. Dismissals are subject to the grievance procedure.

## **ARTICLE 6 - WORK DAY/WORK WEEK/REST PERIODS**

A. All employees shall work seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, as the normal schedule. Normal work days shall be Monday through Friday and normal work hours shall be 8:00 a.m. through 4:30 p.m., except for functions operating on a continuous shift basis or requiring departure from the normal schedule, except as developed under the provisions in Section C of this Article.

B. Equivalent compensatory time off for hours of work over 37½ hours per week will be allowed under the following conditions:

1. Regularly scheduled meetings or regularly scheduled appointments held after the employees scheduled work shifts.
2. Scheduled emergency call lists. (Employees will receive 7½ hours of compensatory time for this duty. If an employee is performing on-call duty during a week which contains a legal holiday, as described in Article 9, Section A, they shall be credited with an additional 7½ hours compensatory time).
3. Emergency calls during off hours necessitated by client crisis, provided that such crisis requires the employee to leave home for an hour or more, and upon supervisory approval on the following work day.
4. "Compensatory time" shall be allowed employees attending workshops that are job-related when the workshop is on the employee's scheduled day off and the request of compensatory time has been approved by the Department Head or his designee.

Compensatory time off will be scheduled by agreement between the employee and his/her supervisor. Accumulated compensatory time will be paid in cash to the employee not allowed compensatory time off during the calendar quarter in which the compensatory time was earned or during the next calendar quarter.

C. By mutual agreement between the parties, a trial period, the length of which shall be agreed upon by the parties, of a four-day work week may be undertaken, with hours worked per week to remain the same as indicated in Article 6, Section A.

D. Flextime, job sharing and permanent part-time arrangements may be implemented for work units upon mutual agreement between the Department Head and the Union.

E. Employees shall be permitted two fifteen (15) minute rest periods per day.

## **ARTICLE 7 - MERIT SYSTEM SALARIES, REIMBURSEMENT OF EXPENSES**

A. All employees covered under this contract shall receive during 2008 the salary rate set forth and annexed hereto as Exhibit A (reflects 2% increase). All employees covered under this contract shall receive effective the 1<sup>st</sup> pay period of 2009 the salary rate set forth and annexed hereto as Exhibit B (reflects 2% increase). All employees covered under this contract shall receive effective the 14<sup>th</sup> pay period of 2009 the salary rate set forth and annexed hereto as Exhibit B-2 (reflects 1.5% increase). Salary adjustments will be applied for the full pay period covered by the first bi-weekly pay check of the new payroll year. The bi-weekly salary will be computed by multiplying the monthly salary times twelve (12) and dividing by twenty-six (26). The hourly rate will be computed by dividing the bi-weekly rate by seventy-five (75).

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. The end of the payroll year shall apply to administration of the maximum sick leave accruals, as well as the use of allotted personal leave days specified in other provisions of this Agreement.

B. Salary adjustments shall not be a part of or any way affect the annual evaluation and pay rating system regardless of date of anniversary.

C. All such increases shall be carried with each employee in promotion to higher and demotion to lower classification, but not to exceed the maximum salary of the lower classification. No employee shall receive a lower salary in any classification than what they began at for their particular classification.

D. Employees rated "unsatisfactory" on their annual evaluation shall be dismissed. Employees rated "marginal" shall receive no step increase, but upon being re-rated "marginal" and maintaining two consecutive "marginal" ratings, shall be dismissed. Those employees receiving a "competent" rating as their annual evaluation, shall be granted, aside and separate from a salary adjustment, a one-step salary increase on their anniversary date of employment, except when at maximum.

E. The anniversary date for an employee shall remain constant as of the employee's date of hire throughout the tenure of the employee, except when adjusted due to unpaid leaves of absence of more than thirty (30) days' duration.

F. Expense Accounts. Expense accounts are limited to personnel involved in Department business. Explanation of claim voucher must be sufficiently clear to obviate questions on the part of those perusing the claim prior to payment or by auditors at the time of examination.

Transportation, meals, and lodging reimbursement - at Board-approved rate.

G. When prior administrative approval has been granted, employees shall be reimbursed up to but not to exceed 75% of the educational cost of books and tuition for successful completion of courses.

## **ARTICLE 8 - SALARY DEDUCTIONS**

The following salary deductions are authorized by the law:

1. Federal and State Withholding Income Tax - the mandatory withholding tax is withheld each pay period. Determination of amounts withheld is based on the number of dependents, plus the gross salary of the employee.
2. Public Employee's Retirement Association - deductions begin upon completion of the first full month of employment and the amount is withheld each pay period.
3. Other - the Employer will allow payroll deduction for Credit Union, United Way, Federal Savings Bonds, Employee Fund, health and hospitalization insurance, Employer approved deferred compensation plans, and the St. Louis County Flexible Benefit Plan. With respect to deductions for Credit Union, United Way and Federal Savings Bonds, the employee may choose the pay period in which the monthly deduction is to be made.

## **ARTICLE 9 - HOLIDAYS**

A. The following days shall be considered holidays, namely: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. If one of the above listed holidays falls on an employee's regularly scheduled day off, another day off will be scheduled during that payroll period.

B. Two (2) days of personal leave with pay will be granted to employees in the first year of employment, and four (4) days of personal leave with pay will be granted to Merit System employees annually thereafter. Personal leave shall be taken at a time mutually agreeable to the employee and his/her supervisor. Personal leave days are not accumulative from year to year. Personal leave days may be taken by provisional or probationary staff, with at least three months of County employment, and all certified staff. Employees appointed on a temporary, emergency, or limited term basis are not eligible for the personal leave days. Personal leave may be taken in fifteen (15) minute increments.

## ARTICLE 10 - VACATION

A. Each certified employee shall earn vacation with pay according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Accrual</u>
0 - 1 Year	2.00 hours per bi-weekly pay period
After 1 through 5 years	5.50 hours per bi-weekly pay period
After 5 through 10 years	7.5 hours per bi-weekly pay period
After 10 through 15 years	8.5 hours per bi-weekly pay period
After 15 through 20 years	8.75 hours per bi-weekly pay period
After 20 through 25 years	9.0 hours per bi-weekly pay period
Over 25 years	9.5 hours per bi-weekly pay period

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

Vacation accumulation shall not exceed two hundred seventy (270) hours at the end of any given pay period. However, upon special request in writing to the Department Head, and mutual agreement, an employee may be granted accumulated vacation time beyond the two hundred seventy (270) hours.

B. Wherever an employee is about to lose vacation because of the limitation of accumulation under this Article, the Employer upon the request of the employee shall make arrangements to permit the employee to take his/her current vacation accumulation representing the amount of vacation hours accumulated in excess of 270 and thus prevent the loss of said earnings.

C. After an employee's first six full calendar months of service, vacation leave benefits will be computed from the first full month of employment.

D. Under normal conditions, vacation leave should be planned with and approved by the immediate supervisor. In the case of an absence because of an emergency, the employee should notify his/her immediate supervisor by telephone as soon as possible after eight o'clock a.m.

Vacations will be allowed when requested, insofar as is practicable. To avoid disappointment, the employee shall inform his/her supervisor of vacation plans sufficiently in advance, that adequate staffing can be planned for.

Single days of vacation may be taken with supervisory approval.

## ARTICLE 11 - SICK LEAVE

A. Each employee shall earn sick leave with pay in accordance with the following schedule:

<u>Months of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 - 12 months	2.00
Commencing 13 - 24 months	3.50
Commencing 25 months and over	5.25

Sick leave shall accumulate during the payroll year with no maximum limit. However, at the end of the payroll year, an employee's accumulated sick leave shall be reduced to a maximum of one thousand nine hundred (1900) hours.

Sick leave cannot be used during an employee's scheduled vacation unless submittal of a letter from his/her physician to his/her Department Head.

B. 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 employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty.

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, step-parents, spouse, children, step-children or minor wards of the employees.

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, guardian, children, brothers, sisters, wards of the employee, grandparents or grandchildren or step-family members. An employee may, upon approval of his/her Department Head, be permitted up to a maximum of ten (10) days sick leave in the event of death in the immediate family, as defined in this section.

The 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. The Department Head may indicate whether the verification shall be from an attending or a designated physician.

## ARTICLE 12 - SICK LEAVE BANK

A. The Merit System Supervisory Unit Sick Leave Bank is an additional benefit system maintained by the Employer and shall be administered by a Committee appointed by the Union to permit extensions of sick leave in the event of injury or major illness. The Union shall keep the Employer advised, in writing, of membership of the Committee. The Committee shall act pursuant to guidelines established by the 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 Bank.

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

C. 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 13 - INSURANCE

A. The Employer agrees to permit all employees to be covered by the group hospitalization insurance programs under the St. Louis County Employee Plan, and to contribute to the premium as follows:

	<b>Option A</b>
Single Coverage	100%
Dependent Coverage	70/30

Prescription co-pays shall be as follows: \$10 generic; \$20 formulary brand-name; \$40 non-formulary brand-name. The actual description of the group hospitalization plan benefits is contained in the plan documents, not in the labor contract.

See attached Memorandum of Understanding.

Employees shall be eligible for Employer contribution to group hospitalization plans on the first of month following one (1) full calendar month of employment. For employees hired or placed into a part-time position, an eligible employee shall be defined as one who has successfully completed 489 hours of employment service and would become eligible on the first day of the next calendar month of employment after completing 489 hours of service.

B. Life Insurance. The Employer agrees to pay the full premium for group life insurance for employees, 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.

C. An eligible employee for purposes of group dental and life insurance shall be defined as one who has successfully completed six (6) full calendar months of employment and would become eligible on the first day of the seventh full calendar month of employment.

D. It is agreed herein that if and when St. Louis County adopts for all its employees any changes in type of coverage, the carrier, or the costs of hospitalization and group insurance premiums to the individual, the family, or the County, that such policy change shall automatically and simultaneously be in effect for all Merit System employees covered under this agreement on the same effective date.

E. Dental Insurance. The Employer will provide and pay for the full cost of the premium for single dental insurance for all employees, with a maximum annual benefit of \$1,500 effective 2009.

F. Claims Against Employer. Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility for benefits shall be governed by the terms of the insurance plan and not by this Agreement.

The Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by the insurance plan administrator, except in case of error by the Employer in reporting information to the plan administrator.

#### **ARTICLE 14 - WORKERS' COMPENSATION**

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

1. Retain the worker's compensation benefits without assessment against any available leave credits, or
2. Retain the worker's compensation 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 worker's compensation benefits shall not exceed the regular weekly net base pay rate of the employee. "Net base pay" is defined as the Employee's regular weekly gross less FICA Medicare PERA and federal and state income tax withholding. Overtime will be considered on the same basis as it is for worker's compensation purposes.

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

B. While an employee is receiving loss of wage benefits under the Worker's Compensation Act (temporary total or temporary partial disability benefits), the Employer shall continue to pay the Employer's share of 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.

## ARTICLE 15 - LEAVES OF ABSENCE

### A. Leaves Without Pay.

1. Any certified employee may be granted a leave of absence without pay on the grounds of sickness, disability, or other good or sufficient reasons which are considered to be in the interest of the agency, providing, however, no leave shall exceed one (1) year, excluding the educational stipend program. Such leaves must be requested in writing by the employee and shall require written approval by the Department Head.

2. Certified employees holding positions within the Supervisory Bargaining Unit may be granted an educational leave of absence pursuant to the Educational Stipend Program approved by the St. Louis County Welfare Board on December 27, 1978. Such leaves will be requested in writing by the employee and shall require written approval by the Department Head. Such leaves shall be subject to the terms and conditions of an Educational Stipend Agreement entered into between the employee and the St. Louis County Social Services Department. The terms and conditions of all Educational Stipend agreements entered into by individual employees and the St. Louis County Social Service Department shall be identical, except that the total amount of financial assistance received may vary on account of differences in salary or tuition.

3. Certified employees, after five (5) years of continuous employment with the Department in a position under the jurisdiction of the Minnesota Merit System, 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 and sick leave during leave. These benefits will be frozen at the level immediately prior to the beginning of the leave.

During the sabbatical leave, an employee on a sabbatical leave shall not be employed in a position similar to a position held in the agency immediately prior to the leave of absence. The sabbatical leave of an employee violating this provision shall be canceled five (5) working days after the Employer mails a notice of cancellation of the leave by certified mail to the last address of the employee which is on file with the Personnel Office of the Department. Cancellation of the leave shall not preclude the Department Head from considering additional disciplinary measures for a violation of this provision, subject to the grievance procedure.

The employee shall be returned to the job classification held at the time of the approval of the sabbatical leave, upon the first available opening after the expiration

date of their leave. Any employee who resigns while on a leave will be paid the severance due him computed at the rate prevailing when the leave began.

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.

B. Parental Leave. Upon sixty (60) days' advance written request by an employee to his/her Department Head, up to a maximum of six (6) continuous months of unpaid leave of absence shall be granted to care for a newborn infant, whether natural child or adopted. Such leaves shall commence within one (1) year after the birth of the child or custody date of an adopted child. Such leave shall be available to only one parent of the child.

C. Military Leave. Employees shall be entitled to military leave of absence and reinstatement in accordance with applicable law.

D. Special Leaves. The Employer may grant a leave of absence without pay to any certified employee in the Classified Service to permit the employee to accept an appointed position in the Unclassified Service or higher position in the Classified Service. This shall be subject to the same conditions as outlined in the rules pertaining to military leave.

Any employee who resigns while on leave will be paid the severance due the employee, computed at the rate prevailing when leave began.

E. Jury Duty. Each employee shall be paid full salary while on leave for serving on a jury or for work-related appearances in response to subpoena or as witness before a county, legislative committee, or other judicial or quasi-judicial body as a witness involving Federal, State, or political subdivisions thereof, and no loss of rights or salary while on such leave. Any fees or remunerations allowed beyond any salary received from St. Louis County for such service shall be refunded or turned over to the Employer.

## **ARTICLE 16 - PROFESSIONAL, POLITICAL ACTIVITY**

A. Professional Activity. Membership in professional social work organizations may require attendance at committee meetings, conferences, or institutes. Paid work time spent in such activity within the state is subject to the advance approval of the Department Head or his/her designated representative. Permission to attend meetings, conferences, or institutes on Agency time outside the state may be recommended by the Department Head or his/her designated representative, subject to Employer approval.

B. Political Activity. Political activity is permitted in accordance with the applicable Federal and State statutes.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

“Grievance” means a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. Should any Merit System Supervisory employee feel that the employee’s rights and privileges under this Agreement have been violated, that employee shall:

- a. Review the matter with the immediate supervisor to whom the employee reports.
- b. If no understanding is reached, the aggrieved employee and/or the employee’s authorized representative shall, within ten (10) calendar days of the occurrence of the event giving rise to the grievance present the grievance, in writing to the Department Head. Within ten (10) calendar days after receipt of the written grievance, the Department Head shall submit an answer in writing to the aggrieved employee and/or the employee’s representative.

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

- c. If the grievance is not settled in Step b, the Union shall submit the matter in writing to the County Grievance Board within ten (10) calendar days after receipt of the Step b written answer. The Grievance Board shall be composed of three (3) members appointed by the County Board of Commissioners.

Within ten (10) 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 ten (10) calendar days thereafter.

- d. All areas not covered by appeals to the Minnesota Merit System Council may be appealed to the arbitration step in this grievance procedure. The Union may refer the matter to arbitration by giving the Employer, within ten (10) calendar days after receipt of the County Grievance Board decision, written notice of intent to proceed to arbitration. If the parties have not mutually agreed to a single arbitrator, the Union shall at the same time as it gives notice to the Employer of intent to proceed to arbitration, request a list of seven (7) arbitrators from the Bureau of Mediation Services. The parties shall alternately strike names from this list until only one (1) remains, which person shall be the arbitrator. The first party striking shall be determined by the flip of a coin. The parties shall select the arbitrator pursuant to the above process within thirty (30) calendar days after receipt of the panel of arbitrators from the Bureau Mediation Services, unless the parties mutually agree to extend the thirty (30) calendar day period.

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 in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying the application of laws and rules and regulations having the force and effect of law. If the arbitrator finds that the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, the arbitrator shall return the matter to the parties without decision. The arbitrator shall submit the written 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 Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

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

e. If at any time an eligible employee elects to resolve a dispute pursuant to the Veteran's Preference Law, all rights under the grievance and arbitration procedure of this Article are immediately waived and abandoned permanently, regardless of whether the grievance and arbitration procedure has been commenced and regardless of the state to which the grievance and arbitration procedure may have progressed.

## **ARTICLE 18 - RETIREMENT**

A. 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 the PERA or Coordinated Plans established by State Law and are otherwise eligible to continue coverage under Minn. Stat. §471.61.

B. The Employer will immediately adopt 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, 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, and participate in the current St. Louis County self-insured health and dental plans as of the date of retirement.

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 1900, 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 his/her accrued vacation. The employee may utilize his/her 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 Employer's Post-Retirement Health Care Savings 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 Union objects to the Employer's amendment or repeal, the Union shall be entitled, upon written notice to the Employer, to reinstate the terms of Article 17 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

C. The Employer is agreed to pay the employee's pension share as provided under Minnesota Law for payment into the PERA Fund or the PERA - Social Security Coordinated Plan for those employees having either plan, and to deduct the employee's share as required by the same pension law.

#### **ARTICLE 19 - 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 Union shall represent all employees in the bargaining unit without discrimination.

#### **ARTICLE 20 - RETENTION OF BENEFITS, SAVINGS**

A. 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.

B. Savings Clause. If any provision of this Agreement is declared by proper judicial authority to be unlawful, unenforceable or not in accordance with applicable Merit System Rules, or law, all other provisions of this agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 21 - TERMINATION AND RENEWAL**

A. This Agreement effective January 1, 2008, shall remain in effect on a continuous, non-expiring basis until December 31, 2009, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, prior to the anniversary date that it desires to modify or terminate this Agreement.

**ST. LOUIS COUNTY BOARD  
OF COMMISSIONERS**

**ARROWHEAD PUBLIC SERVICE  
UNION**

By: \_\_\_\_\_  
Chairman

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

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

Approved as to form and execution:

\_\_\_\_\_  
County Attorney