

AGREEMENT
BETWEEN
ST. LOUIS COUNTY BOARD OF COMMISSIONERS
AND
THE MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES UNION, LOCAL NO. 320

2012-2013

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LABOR AGREEMENT

BETWEEN

ST. LOUIS COUNTY BOARD OF COMMISSIONERS

AND

THE MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT

EMPLOYEES UNION, LOCAL NO. 320

This Agreement is entered into between the St. Louis County Board of Commissioners, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, hereinafter called the Union.

**ARTICLE 1
RECOGNITION**

Section 1. The Employer recognizes that the Union is the exclusive representative for a unit composed of all employees of the St. Louis County Public Works Department Maintenance Divisions, who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding clerical, supervisory and confidential employees and all other employees.

Section 2. The Union recognizes the labor relations representative designated by the Employer as the exclusive representative of the Employer and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the Union and the Employer shall be binding on the Employer unless the witnessed signature of the Employer's designated labor relations representative is affixed thereon.

Section 3. The Employer agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of the Agreement, either individually or collectively, which in any way conflict with the terms and conditions set forth in this Agreement, except through certified representatives of the Union as designated pursuant to Article 2 of this Agreement.

ARTICLE 2 UNION SECURITY, UNION ACCESS

Section 1. Payroll deductions of Union dues shall be made monthly from the salary of the employees of this bargaining unit upon presentation by the Union of proper written authorization from the affected employees.

Section 2. All employees of this bargaining unit who are not members of the Union organization shall be required to contribute through payroll deduction to a maintenance of service fee per month as determined by the Union in accordance with the Minnesota Public Employment Relations Act, as amended.

Section 3. Upon presentation of a duly-signed authorization card, the Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. The Union shall notify the Employer of the amount designated by each contributing employee that is to be deducted from the employee's paycheck on a payroll period basis for all payroll periods worked. The phrase "payroll periods worked" excludes any payroll period other than a payroll period in which the employee earned a wage. The Employer shall transmit to the Union office on a payroll period basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction was made, the employee's social security number, and the amount deducted for each employee.

Section 4. The Union will hold harmless and indemnify the County against any and all claims, suits, losses, orders, verdicts, or judgments against the County resulting from action taken by the County pursuant to the provisions of this Article.

Section 5. Representatives of the Union shall have access to the premises to meet and confer with unit members, but the Union agrees not to interfere with the normal operation of the County at any time. The Union shall certify in writing to the County Board and the Supervisor of the Public Works Department Maintenance Divisions the names of each steward within the unit, the geographic unit of responsibility of each steward, and the name and address of each business representative(s) of the Union who will be representing employees of this unit.

ARTICLE 3 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, determine the number of personnel and the amount of supervision, 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 County in situations of emergency. Such rights and responsibilities are limited only as specifically stated in this Agreement.

ARTICLE 4 INDIVIDUAL RIGHTS

Section 1. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint, or coercion.

Section 2. In accordance with applicable law, the Employer and the Union agree to apply the provisions of this Agreement equally to all employees, without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, political belief or employee organization affiliation.

ARTICLE 5 WORK STOPPAGES

In recognition of the provisions included in this Agreement for a grievance procedure providing for arbitration to be used for resolution of disputes, the Union agrees that neither the Union, its officers or agents, nor any of the employees covered by this Agreement will authorize or engage in any work stoppage or other disruption of orderly County business.

ARTICLE 6 SENIORITY

Seniority shall be defined as follows: Seniority is 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 promotion to higher class or special assignment, provided, however, an employee shall retain but not accrue additional classification seniority while the employee continues to be employed by St. Louis County in a classification outside this bargaining unit.* Seniority shall be maintained, but shall not accrue during unpaid leaves of absence which have been authorized in writing in advance by the Department Head. Accrued seniority shall be lost in the event of resignation from County employment, retirement, discharge for cause, or death. Accrued classification seniority shall be lost in the event of transfer to another County department. (*Effective upon ratification of the 2010-2011 Agreement, employees employed outside the bargaining unit shall retain accrued seniority but shall not accrue additional seniority.)

There shall be four seniority lists, defined as follows:

1. EMPLOYER SENIORITY: Total accumulated seniority, as defined above, during St. Louis County employment. Employer Seniority applies for step increases and vacation accrual.
2. COUNTY CLASSIFICATION SENIORITY: A list of all employees with seniority rights in each classification in the Public Works Department. An employee continues to accrue Classification Seniority in each classification in which the employee has previously worked which has the same or lower pay grade than the employee's current classification. County Classification Seniority applies for bumping rights.
3. DISTRICT CLASSIFICATION SENIORITY: Total Classification Seniority in the employee's current classification for each employee currently assigned to the District.
4. WORK REPORTING STATION CLASSIFICATION SENIORITY: Total Classification Seniority in the employee's current classification for each employee currently assigned to the work reporting station. Work Reporting Classification Seniority applies for overtime distribution.

Any bargaining unit employee elected or appointed by the membership of the Union shall lose no seniority credit due to time away from work for the purpose of negotiating a Labor Agreement with the Employer.

ARTICLE 7 PROBATION, PROMOTION, PROVISIONAL APPOINTMENT, LAYOFF AND TERMINATION

Section 1. Probation. Unless extended by the Department Head not to exceed one year, the probation period for all full-time employees shall be six months paid service and for part-time employees, six months or 1,000 hours paid service, whichever occurs later. Anytime during the extended probation period, the department head can decide to accept the employee as qualified. If an employee is discharged during the probation period for original appointment, the employee shall not have any rights under the grievance procedure contained herein.

Section 2. Promotion. Employees upon promotion to higher classification 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 County, the employee accepting a voluntary demotion may be returned to a different position in the same classification.

Section 3. Provisional Appointment. The senior qualified employee, based on job relevant qualifications, shall be given preference for provisional appointments.

Section 4. Layoff and Layoff Notice. In the event of a reduction in force, the Employer shall designate the classification(s) and work reporting station(s) in which the reduction will be initiated. All emergency, probationary and provisional employees in the classification at the work reporting station shall be laid off before any permanent employee in the classification. Layoff shall then be in the inverse order of classification seniority at the designated work reporting station.

A permanent employee shall receive ten (10) calendar days advance written notice of layoff, copy to the Union.

If a permanent employee who has received a layoff notice wishes to exercise bumping rights, the employee may bump any employee in a classification in which the employee has greater County classification seniority than the employee to be bumped. If more than one employee is eligible to exercise bumping rights at the same time, bumping rights shall be exercised in the order of County classification seniority beginning with the affected classification that has the highest pay grade.

If an employee chooses not to exercise bumping rights or cannot bump any other employee, the employee shall be placed on the Civil Service re-employment list.

Section 5. Termination. Such employee not on sick leave or authorized leave of absence but absenting the employee without notice of any kind for three (3) continuous working days shall be considered terminated at the discretion of the County. The County may, however, consider any written request of the employee or the Union on the employee's behalf.

Section 6. Voluntary Transfer.

a. Filling a Vacancy/Same Classification: Notice of the classification and job location of a position available in the Department's maintenance division shall be posted by the personnel officer on the employee bulletin boards at each road and bridge maintenance worksite for at least five (5) workdays. The maintenance division employees in the classification may apply for transfer to the vacant position by submitting a written notice to the Personnel Officer that is postmarked by the deadline date stated in the posting. In addition, employees may file with the Department Head a written request to transfer to a specific work location, which will be maintained on file. Before filling a vacancy by any other means, except on a temporary or provisional basis, the Employer shall transfer the

employee from the combined list of employees with the greatest seniority in the classification in which the vacancy exists. An employee who applies for a transfer and who is offered that transfer must accept the transfer and relocate. The Employer shall give prior written notice to the Union of each vacancy to be filled.

b. Filling a Vacancy/Related Classification: Notice of the classification and job location of a position available in the department's maintenance division shall be posted by the Personnel Officer on the employee bulletin board at each road and bridge maintenance worksite for at least five (5) work days. Maintenance division employees in a related job classification that has the same or higher salary grade may apply for transfer to the vacant position by submitting a written notice to the Personnel Officer that is postmarked by the deadline date stated in the posting. The Civil Service Director will determine the relatedness of job classifications and may require applicants to successfully complete a qualifying exam. In the absence of applicants in the same classification, all employees in a related classification submitting notice of interest in the vacant position and who qualify shall be interviewed, and the Department Head has the discretion to select one of the transfer candidates or fill the position from a promotional eligible register.

c. Right to Transfer: This Section does not limit the Employer's right to transfer except as specifically stated in this Section.

Section 7. Voluntary Demotions. In the event of voluntary demotion, the employee's seniority in the higher class will be frozen and will be restored upon reappointment to the higher class.

Section 8. Seasonal Employment Status. Seasonal appointments to an entry level position may be made to accomplish short-term projects or work activities lasting more than ninety (90) calendar days. Appointments to seasonal positions shall not exceed 1,000 hours worked or six (6) months, whichever is less in duration. An individual shall not commence more than one (1) seasonal appointment in a calendar year. Seasonal appointments may be effective from May 1 to November 1.

Seasonal appointments must be made from an appropriate eligible register. Seasonal appointments made from a register may be eligible for re-employment as a seasonal employee the following season at the Employer's discretion, prior to the Employer calling for an eligibility register. However, when the Civil Service Director is unable to certify names from an eligible register, the appointing authority is authorized to appoint a qualified individual. Seasonal appointments are "temporary" in nature, and do not entitle the appointee to any "permanent" status in Civil Service or under this collective bargaining agreement, nor shall the period of seasonal service be credited as part of the probationary period in case of subsequent appointment to a permanent position. Seasonal employees shall be terminated from employment on or before the expiration of their six (6) month appointment term.

Seasonal appointments shall not be utilized to replace permanent part-time or full-time positions. Individuals appointed to seasonal positions do not accrue seniority, nor do they earn, accrue or participate in any benefits except paid holidays that fall within the period of their employment.

ARTICLE 8 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 Union. 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 a Union representative at any questioning of the employee by the Employer.

ARTICLE 9 GRIEVANCE PROCEDURE

A. Employee Rights of Protection and Representation:

- Sec. 1. Nothing contained in this Agreement shall be construed to deny any employee's rights under applicable Civil Service Law and rules made thereunder.
- Sec. 2. Every employee shall have the right to present the employee's grievance to the County free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.
- Sec. 3. It is understood and agreed by and between the parties that any employee covered by this Agreement working in a probationary or provisional status on original appointment may be discharged at the sole discretion of the County and shall not have the right to grieve the discharge pursuant to the procedure contained herein.
- Sec. 4. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall

indicate to the Supervisor, in writing, which procedure is to be utilized. The choice of any one procedure precludes the aggrieved employee(s) from making a subsequent grievance or appeal under any other procedure(s).

B. Grievance Defined:

- Sec. 1. A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving the interpretation or application of the specific provisions of this Agreement, including disciplinary actions; provided, however, that a grievance shall not include any matter which is not within the authority of the County to act.
- Sec. 2. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the County to take the 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 or privileges under this Agreement have been violated, the matter shall be resolved in accordance with the following procedure:

- Step 1: Within ten (10) working 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 grievance in writing to the Supervisor who, within ten (10) working days thereafter shall give an answer. Thereafter the parties shall have ten (10) working days to attempt to resolve the grievance by mutual agreement.
- Step 2: If the grievance is not settled in Step 1, the employee and/or the employee's representative shall present the matter in writing to the employee's Department Head (appointing authority) within ten (10) working days after receipt of the foreman'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 this Agreement allegedly violated, and the relief requested.

Within ten (10) working days of the receipt of such written grievance, the Department Head shall arrange a meeting of the employee and, if the employee so chooses, a Union representative, at a mutually agreeable time to discuss the matter. If the grievance is settled as a result of this meeting, the

settlement shall be reduced to writing and signed by the Department Head and the employee. If no settlement is reached, the Department Head shall give the Department's written answer to the employee within ten (10) working days following this meeting.

Step 3: If the grievance is not settled in Step 2, the Union shall present the matter in writing to the County Grievance Board within ten (10) working days after 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 fifteen (15) working 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 fifteen (15) working days thereafter.

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 limits 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 4: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the County Grievance Board's decision. The County and the Union shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) working days, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The arbitrator chosen shall be notified of the selection by a joint letter from the County and the Union requesting that the arbitrator set a time and place, subject to the availability of the County and the Union 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 issues submitted to the arbitrator in writing by the County and the Union, and shall have no authority to make a decision on any other issue not so submitted to the arbitrator. 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 in writing the arbitrator's decision within thirty (30) calendar days following the 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 fees and expenses of the arbitrator shall be divided equally between the County and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

If a grievance is not presented within the time limit set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within a specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied in 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 County and the Union.

Whenever the term "Union" is used in this Article it shall be considered to mean the employee or the employee's designated representative. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays

ARTICLE 10 WAGE RATES AND PAY DATES

Section 1. Pay dates shall be every other Friday, and pay periods shall commence at 12:01 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 shall be stated on each paycheck, current within one pay period. 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.

Section 2. The monthly and hourly rates annexed hereto as Exhibit "A" and "A-1" shall be paid to all employees within this jurisdiction beginning February 16, 2012. The monthly and hourly rates annexed hereto as Exhibit "B" and "B-1" shall be paid to all employees within this jurisdiction during the payroll year 2013. Wage adjustments will be applied for the full pay period covered by the first bi-weekly paycheck of the new contract. No lower or higher rates of pay shall be paid unless previously negotiated between the Employer and the Union. When a new classification is created, the rate of pay for such new classification shall be negotiated between the Employer and the Union.

Section 3. Upon receiving a work performance rating of competent for the preceding year, an employee shall receive an increase in pay equal to one pay step after the 8th, 12th, 16th, 20th, and 24th consecutive years of service without a break in employment. All such increases shall be carried in promotion or demotion. If an employee is denied a longevity step due to failure to receive a performance rating of competent, the employee may either (1) file a grievance pursuant to this Agreement; or (2) appeal to the Civil Service Commission if allowed by the Civil Service Rules, but the employee may not pursue both a grievance and an appeal to the Civil Service Commission.

Section 4. Intermittent Supervisor. An hourly premium equal to the difference between Step 5 of the employee's pay grade and Step 5 of the supervisor's pay grade shall be paid when an employee is assigned as an intermittent supervisor when the supervisor is not at work. If the Employer elects to assign an intermittent supervisor, assignment shall be made first from the eligibility register for the supervisor position, from among employees at the work reporting station, with priority given to the most senior employee on the register, using departmental seniority. If there are no employees from the work reporting station on the eligibility register, then selection shall be made by work reporting station seniority from the highest supervised class within the area of expertise (e.g. Equipment Operator Senior as Highway Maintenance Supervisor; Blacksmith or Heavy Equipment Mechanic as Road and Bridge Shop Supervisor; Sign Technician as Sign Supervisor; Bridge Worker as Bridge Supervisor.)

Intermittent supervisors shall work an 8-hour day and be compensated one-half hour straight time for the difference between a 7½ and 8-hour day, if the supervisor position to which appointed is an 8-hour position. Intermittent supervisors will be eligible for private use allowance only for time actually worked performing duties of Highway Maintenance Divisions Unit classifications for which private use would be payable.

Section 5. Pay for Work With Explosives. The Employer will pay \$2.07 per hour as "explosives pay" under the following circumstances:

- a. Pay will be limited to employees who are assigned to transporting, placing, setting, detonating and restoring explosives.

- b. A maximum of two employees per site will be eligible for explosives pay.
- c. Eligibility for explosives pay will be based on assignment which will be deemed to occur in one-half day increments. Blasting will be offered based on seniority from among those employees who are certified to do blasting.
- d. Assignment to work with explosives, qualifying for explosives pay, is open to all positions in the Maintenance Division, from Highway Maintenance Worker and Junior Operator to Highway Supervisor and from Bridge Worker to Bridge Supervisor. This is not exclusive bargaining unit work.

ARTICLE 11 WORK WEEK, OVERTIME, EMERGENCY CALL-OUT

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 at the overtime rate of one and one-half (1½) times their regular rate. Employees shall be paid two (2) times their regular rate for all consecutive hours worked in excess of eleven consecutive 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 11, Section 2, even if the employee uses sick leave or compensatory time during the week.]

However, each hour worked over seven and one-half (7½) per day or thirty-seven and one-half (37½) per week may be taken off as compensatory time at time and one-half and each consecutive hour in excess of eleven consecutive hours may be taken off as compensatory time at double time. An employee may bank up to 150 hours compensatory time at any one time. There shall be no carryover of compensatory time off from year to year, provided, however, if an employee is unable to use and take banked compensatory time off before the end of the year, the employee shall automatically be paid for said compensatory time in a separate check no later than January 15 of the year following the year in which the compensatory time was earned, except that at the employee's option the compensatory time earned in November and December may be carried over in 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 pay check for that pay period. Compensatory time off shall be taken at times mutually agreed to by the superintendent and the employee.

The annual work year shall be 1,950 hours.

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 one and one-half (1½) times the employee's straight time rate for all hours worked during the call-out, or four (4) hours straight time pay, whichever is greater. Call back hours shall not be credited as "hours worked" in the calculation of total work day/work week hours for overtime computation.

The above paragraph shall not apply to within a four-hour period immediately preceding the regular starting time. All employees required to come on duty within this four-hour period shall be allowed time and one-half on a quarter-hour basis to the nearest quarter hour.

Section 3. The Employer agrees that split shift work will not be scheduled for employees covered by this Agreement.

Section 4. The normal work day shall be 7½ hours and the normal work week shall be 37½ hours. The Employer retains the right to assign hours of work as may be required, in the judgment of the Employer, to accomplish the goals of the St. Louis County Highway Department. Any reduction in the number of days in the work week from 5 to 4 shall be by mutual consent between the Employer and the Union.

Section 5. No overtime shall be paid when employees switch shifts or substitute for each other for their own convenience and not as instructed by the supervisor.

Section 6. Overtime shall be offered on a continuous rotating basis. The classification seniority list for the work reporting station shall be the basis for the initial distribution of overtime at the work reporting station, with all permanent employees in the classification given first opportunity to any overtime before any other employee.

Overtime work shall be voluntary on the way down the seniority list. Lacking enough voluntary employees, the Employer shall have the right to assign mandatory overtime by inverse order of seniority from the classification seniority list for the work reporting station. The Employer shall not be required to break work in progress when assigning overtime. Overtime shall be performed by employees with the necessary license required (if any) and the demonstrated necessary ability in the Employer's judgment to operate the equipment used. Overtime shall be offered first to the highest classification which regularly performs the type of work at the work reporting station.

Section 7. An employee who is required to work through the lunch period (lunch period can begin within one hour before or after midshift) shall be paid double time for the one-half hour lunch period.

A lunch period which is paid at double time pursuant to Article 11, Section 7 counts toward the 11 consecutive hour requirement for the commencement of double time overtime under Article 11, Section 1. In other words, the double time overtime under Section 1 commences after 11 consecutive clock hours of work.

Section 8. Equipment shall be bid by the senior most qualified employee at the work reporting station as of April 1, August 1, and November 1.

Section 9. Temporary appointment to a permanent position shall not be made in excess of ninety (90) days. All other temporary appointments shall not exceed ninety (90) days in any given year. These provisions shall not apply to persons replacing employees who are on approved leave of absence.

Section 10. The schedule of maximum payments for meal reimbursement shall be in accordance with the then-current County Board policy. Meal reimbursement shall be allowed only under the following circumstances:

- A. Where an employee is in travel status within the County and overnight lodging is approved;
- B. When an employee is in travel status outside St. Louis County; or
- C. When an employee is required to attend a workshop, seminar or working lunch meeting where a meal is served for which payment is required.

An employee on approved travel status, upon obtaining advance approval from the department head to incur lodging expense, shall be reimbursed for necessary lodging expense, single or double occupancy or its equivalent, upon presentation of receipt.

Section 11. All employees shall receive two break periods of fifteen (15) minutes each. All employees shall receive one-half hour lunch periods, unless otherwise agreed to with the Department Head.

Section 12. 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 \$.20 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 \$.25 per hour for each hour worked during such shift.

Section 13. Some examples of when operation of equipment can be performed by highway supervisors include the following:

1. For instructional purposes.
2. When all other available personnel are previously assigned and the work required is of very short duration but is necessary to keep the operation moving.
3. When the work is required to keep other units moving and the supervisor is waiting for an operator to take over.
4. Under emergency situations which require immediate attention and no qualified operator is available.

Under normal circumstances, a supervisor should not operate equipment when qualified operators are available except to demonstrate the use of the unit or to perform a task for instructional purposes. These instances should not be for prolonged periods of time.

The Public Works Department has, and will continue to acknowledge that even though the Bridge Supervisor, Sign Supervisor, and Road and Bridge Shop Supervisor positions are working supervisor positions, the Bridge Supervisor, Sign Supervisor, and Road and Bridge Shop Supervisor will make equipment assignments first to Bridge Workers, Sign Technicians, and Heavy Equipment Mechanics, respectively, where reasonable and practical to do so. The Department will notify the Bridge Supervisors, Sign Supervisors, and Road and Bridge Shop Supervisors in writing of this policy.

ARTICLE 12 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 when the holiday falls on a Sunday, the Monday following is the official holiday.

All employees required to work on one of the aforementioned holidays shall be considered as working overtime and compensated at time and one-half in addition to holiday pay or a different day off. All employees shall receive the holiday at holiday pay equal to their regular rate of compensation for 7½ hours, if the employee was shown on the payroll on the working day before and after the scheduled holiday. Employees shall be compensated at two and one-half (2½) times their regular pay rate for any hours worked on a holiday exceeding seven and one-half (7½).

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

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.

ARTICLE 12A PERSONAL LEAVE

Section 1. In addition to the above holidays, 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 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.

Section 2. Personal leave may be taken in one-half (½) hour increments and shall not accumulate from year to year. Personal leave may be taken upon prior mutual agreement between the employee and the employee's supervisor.

ARTICLE 13 VACATIONS

Section 1. All permanent and probationary employees shall earn vacation 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 years and over	9.00

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

Vacation for 7½ hour per day employees may accumulate to a maximum of 270 hours as of the end of any given pay period. 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 extension of the original probationary period.

Vacation time may be taken upon advance approval of the employee's supervisor. The Department's usual policy is to require three (3) days advance notice, except in the case of emergency.

Section 2. Holidays or sick leave because of hospitalization where written proof can be established to that effect occurring during one's vacation shall not be construed as charges against vacation. Upon termination, employees shall be paid in full for all past earned and accumulated vacation. In case of death of an employee, any unused accumulated vacation shall be paid to the employee's spouse in accordance with Minnesota Law or to the employee's estate.

Section 3. Changes in vacation earnings shall be effective the beginning of the payroll period that includes the first of the month following the employee's required years of service.

ARTICLE 14 SICK LEAVE

Section 1. Sick leave with pay shall be granted all classified permanent and probationary employees 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	3.75
Commencing 25 months and over	5.25

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

Section 2. Sick leave shall be computed on a payroll year basis and sick leave accumulation shall not exceed 1900 hours for 7.5 hour day employees as of the end of each payroll year. Deductions for sick leave charges shall be made first from the employee's credit as it exists at the first day of each year. Sick leave credit earned during the current

year will then be either added onto the remaining balance at the end of the calendar year or if necessary applied to the current balance.

No sick leave credit can be earned while an employee appears on the payroll as "No Pay" (NP) for 18.75 hours during a pay period.

Section 3. Employees while on probation shall earn and be permitted to use sick leave.

Section 4. (a) Sick leave may be paid for absence because of an employee's inability to perform the employee's 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.

(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 spouse, parents of spouse, parents, step-parents, guardian, children, step-children, brothers, sisters, wards of the employee, grandparents or grandchildren.

An employee may, upon the approval of the employee's 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 subsection, and in conformity with Civil Service Rules and Regulations. 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 5. The Department Head may at any time request an employee to submit a medical certificate from an attending designated physician to substantiate that, in the future, any use of sick leave is for permissible conditions. The employee may request the Department Head to review the requirement for a medical certificate on an six-month basis. Also, the Department Head may request an employee to submit a medical certificate to substantiate that the attendance of the employee is necessary for use of sick leave for illness in the immediate family under Section 4(b) of this Article.

ARTICLE 15 SICK LEAVE BANK

The Public Works Department Maintenance Division's Sick Leave Bank shall be administered by a committee appointed by the Union to permit extensions of sick leave in the event of major illness. The Union shall keep the Employer advised in writing of the membership of the committee. The committee shall act pursuant to guidelines established by the St. Louis County Board of Commissioners. Upon authorization from the

Committee, at the end of each calendar year, one (1) day of sick leave will be deducted from the total sick leave accumulation of each unit employee and will be credited to the Public Works Department Maintenance Division's Sick Leave Bank. The committee's rules shall require that sick leave extensions be repaid to the sick leave bank out of the employee's on-going sick leave accrual after the employee returns to work.

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 percent 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 16 LEAVES OF ABSENCE

Section 1. Military Leaves. An employee required to be on military leave shall receive all rights of seniority while on such leave.

Section 2. Military Reserve Training. In accordance with state and federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at the employee's current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) work days per calendar year.

Section 3. Service Upon a Jury. Leave of absence with pay for jury duty, court ordered appearances or legislative bodies as witnessed is permitted, as provided in the Civil Service Rules.

Section 4. Parental Leave. Upon sixty (60) days' advance written request by an employee to the Department Head, up to a maximum of six (6) continuous months of unpaid leave of absence shall be granted in conjunction with the birth or adoption of a child. The employee shall have discretion to determine the length of leave up to the maximum allowed under this section. Parental leave shall commence within one (1) year after the birth or adoption.

**ARTICLE 17
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:

	Option A	Option B
<u>Single Coverage</u>	100%	100%
<u>Dependent Coverage</u>	80%	85%

[*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. Full-time 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. 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.

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. 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.

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 policy and not by this Agreement. The Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by the insurance plan administrator, except in case of error by the Employer in reporting information to the administrator.

ARTICLE 18 SAFETY, TOOLS

Section 1. Safety Enforcement. The County and the Union agree to mutual responsibility for cooperative enforcement of safety rules and regulations. An employee shall first be obligated to report an unsafe or unhealthy condition in violation of safety or health standards to the district superintendent. If the matter is not corrected, the employee may file a written complaint with the Safety Committee. If the matter is not corrected within five (5) days after filing a written complaint with the Safety Committee, the employee may resort to the grievance procedure provided by this Agreement.

The Safety Committee shall include representatives from both the County and the Union and whomever else the County shall designate.

Section 2. Eyeglasses. Safety glasses will be furnished by the County where required. Provided, however, safety glasses claimed to have been broken must be turned in to the Highway Division Superintendent (or, for Mechanics, the Shop Supervisor) before the County is obligated to issue a replacement. A replacement pair of safety glasses may, in the discretion of the Highway Division Superintendent (or Shop Supervisor), be maintained for the employee at the work reporting location.

The Public Works Department has, and will continue to provide prescription safety glasses to all Equipment Operator Juniors, Equipment Operator Senior, and Mechanics eligible under this Department's current prescription safety glasses policy.

Section 3. Safety Shoes. The County will provide metatarsal guards for every employee where required for foot protection by OSHA regulations. In lieu of metatarsal guards, safety shoes meeting A.N.S.I. standards purchased by 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 \$70.00 per year payable in December.

Section 4. Mechanics Tools. If personal tools or equipment furnished by an employee is damaged or broken on the job, the County shall issue a replacement of equal value provided the damaged or broken tool or equipment is turned into the Shop Supervisor within three (3) days after being broken or damaged.

The Public Works Department has implemented a tool box inventory procedure, as well as a security system. The Department has, and will continue to replace tool boxes which are stolen or destroyed by fire, as long as the tool box is inventoried and documented in the employee's personnel file.

Section 5. Travel Restrictions. (a) No employee shall be required or directed to transport other employees in the employee's own vehicle to or from work sites.

(b) No employee shall be transported as a passenger in a County vehicle unless the vehicle is designed and equipped for the transportation of passengers and the number of riders does not exceed the normal compliment of riders.

(c) No employee shall be transported in boxes of dump trucks without established safety devices attached.

Section 6. Operator Training. If the Employer determines that there are fewer qualified operators for a piece of equipment than are required at a work reporting station, then the Employer shall offer training on the piece of equipment to the senior employee at the work reporting station, in terms of classification seniority (Equipment Operator Senior, then Equipment Operator Junior) posting for the training. If no employee posts for the training, the Employer shall assign for training the least senior employee who the Employer believes can reasonably be expected to satisfactorily meet the standards for qualification to operate the piece of equipment.

The employee selected for training shall receive training on the piece of equipment for the number of hours indicated in Exhibit "D" attached hereto. The number of hours of training for each piece of equipment shall be determined by the Employer in its exclusive discretion. If, after this period of training, the Employer determines that the employee is not qualified to operate the piece of equipment, the Employer shall have the option of either (1) giving the employee additional training, or (2) selecting for training the next most senior employee posting for the training, or (3) assigning for training the next least senior employee who the Employer believes can reasonably be expected to satisfactorily meet the standards for qualification to operate the piece of equipment.

During the one year period spent as junior operator, each junior operator shall receive not less than 8 hours of supervised training on each of the following pieces of equipment: front-end loader, power motor grader, crawler or wheel tractor with backhoe, trucks while snowplowing.

Section 7. Private Use Allowance. Employees in the following classifications shall receive 45 cents per hour in addition to their regular hourly rate: Bridge Worker and Bridge Worker Senior, and Sign Technician. The private use allowance shall be fifty cents per hour for the classifications of Heavy Equipment Mechanic and Blacksmith. This additional pay shall apply to all paid hours actually worked except paid leave (vacation, sick leave, holidays, personal leave, leaves of absence). The Employer shall furnish and clean three pairs of coveralls for the classifications of Heavy Equipment Mechanic and Blacksmith (with weekly pick up for cleaning).

Section 8. License and Endorsements. The Employer shall reimburse the additional cost of obtaining a commercial drivers license and mandatory endorsements for any employee who is required by the Employer to have a commercial drivers license.

Section 9. Work Gloves. The Employer shall supply each employee with two pairs of work gloves annually.

Section 10. Orthopedic Back Supports. The County has, and will continue to provide orthopedic back supports on a trial basis and evaluate the back supports through the Safety Committee.

Section 11. Temporary Loss of License. An employee who experiences a temporary loss of their required Commercial Driver's License, so long as the loss is not due in whole or part to drug or alcohol-related violations, will be allowed to use appropriate paid leave for the time period the employee is without their Commercial Driver's License, as long as the employee's appropriate paid leave time is equal to or exceeds the period for which the employee will be absent from work due to the loss of their CDL. Appropriate paid leave time is defined as accrued but unused vacation, personal leave and compensatory time. Additionally, sick leave may be considered a form of appropriate paid leave if the employee's absence is covered by Article 14, Section 4a, of this Agreement.

ARTICLE 19 WORKER'S COMPENSATION

Section 1. 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 County any available earned accumulated sick leave, vacation leave or other accumulated leave benefits. The total weekly compensation including leave and worker's compensation benefits shall not exceed the regular weekly net base pay rate of an employee. "Net base pay" is defined as the employee's regular weekly gross less FICA, medicare, PERA and federal and state income tax withholding. Overtime will be considered on the same basis as it is for workers' compensation purposes.

If any employee uses sick leave pursuant to this agreement, and is subsequently awarded workers' compensation benefits for the same period, the Employer is authorized to deduct from workers' compensation 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 1B of this Article.

Section 2. 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 the employee's life insurance and such payments shall continue even though the employee has exhausted the employee's 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.

Section 3. Sick leave used by employees while receiving County Worker's Compensation benefits shall be credited back to the employee's sick leave reserve account at retirement, but not to exceed 1900 hours. This section is meant to mean sick leave used from the date the employee went to work for St. Louis County. For employees whose most recent date of hire is after January 1, 2013, see Appendix A regarding maximum sick leave accumulation.

ARTICLE 20 RETIREMENT, PENSIONS

Section 1. The Employer agrees to permit a retired employee to continue on the then existing hospitalization and insurance programs provided the employee qualifies 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, have been employed by the Employer for five (5) 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 accumulated, unused sick leave and accumulated, unused vacation into the employee's account with the plan.

Accumulated, unused sick leave shall be an amount equal to the number of hours, not to exceed one thousand nine hundred (1900), 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 maximum sick leave accumulation.) Accumulated, unused 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 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 19 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

Section 3. The Employer agrees to pay the employer's pension share as provided under Minnesota Law for payment into the P.E.R.A. Fund or the P.E.R.A. 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 21 LEGALITY AND SEVERANCE

This Agreement is subject to the laws of the State of Minnesota, including the St. Louis County Civil Service Law and all Civil Service Regulations made pursuant thereto, and at any time any provision is in conflict and held to be contrary to law by a Court of competent jurisdiction, which final judgment or decree no appeal has been taken within the time provided, such provision 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. The voided provision may be renegotiated at the written request of either party.

ARTICLE 22 RENEWAL AND ARBITRATION

Section 1. This Agreement shall continue in full force and effect from January 1, 2012 through December 31, 2013, 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. The County will print the contract for distribution to all present and future employees.

IN WITNESS WHEREOF, the parties have executed this Agreement this 8 day of March, 2012.

MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT EMPLOYEES
UNION, LOCAL NO. 320

ST. LOUIS COUNTY BOARD OF
COMMISSIONERS

By: Mike O'Donoghue B/A
Its: _____

[Signature]
Chairman

By: _____
Its: _____

Nancy Nilson - Chief Deputy Auditor
County Auditor

Prepared by:
[Signature]
Steven C. Fecker

Approved as to form and execution:
[Signature]
St. Louis County Attorney
2012-7023

APPENDIX A

For employees whose 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. 12A, Sec. 1 - Personal Leave

Section 1. In addition to the above holidays, two (2) days of personal leave with pay will be granted to employees in the first year of employment.

Art. 13, Sec. 1 - Vacation

Section 1. All permanent and probationary employees shall earn vacation 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

Vacation for seven and one-half (7½) hour per day employees may accumulate to a maximum of 270 hours as of the end of any given pay period. 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 extension of the original probationary period.

Vacation time may be taken upon advance approval of the employee's supervisor. The Department's usual policy is to require three (3) days advance notice, except in the case of emergency.

Art. 14, Sec. 1 - Sick Leave Accrual

Section 1. Sick leave with pay shall be granted all classified permanent and probationary employees 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 months and over	3.50

Art. 14, Sec. 2 - Sick Leave Accumulation

Section 2. Sick leave shall be computed on a payroll year basis and sick leave accumulation shall not exceed 1150 hours for seven and one-half (7½) hour day employees as of the end of each payroll year. Deductions for sick leave charges shall be made first from the employee's credit as it exists at the first day of each year. Sick leave credit earned during the current year will then be either added onto the remaining balance at the end of the calendar year or if necessary applied to the current balance.

No sick leave credit can be earned while an employee appears on the payroll as "No Pay" (NP) for 18.75 hours during a pay period.

Art. 14, Sec. 4(b) - Death in Immediate Family

(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 spouse, parents of spouse, parents, step-parents, guardian, children, step-children, brothers, sisters, wards of the employee, grandparents or grandchildren.

An employee may, upon the approval of the employee's department head, be permitted 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 and Regulations.

Art. 19, Sec. 3 - Worker's Compensation (Sick Leave Accumulation)

Section 3. Sick leave used by employees while receiving County Worker's Compensation benefits shall be credited back to the employee's sick leave reserve account at retirement, but not to exceed 1150 hours. This section is meant to mean sick leave used from the date the employee went to work for St. Louis County.

Art. 20, 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, have

been employed by the Employer for five (5) 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 accumulated, unused sick leave and accumulated, unused vacation into the employee's account with the plan.

Accumulated, unused sick leave shall be an amount equal to the number of hours, not to exceed one thousand one hundred fifty (1150), of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accumulated, unused 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 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 19 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

PAY PLAN JT

ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT
 2012 PAY PLAN - Reflects 1.0% Increase
 EFFECTIVE FEBRUARY 16, 2012

Grade	Hourly	Biweekly	St. 1	St. 2	St. 3	St. 4	St. 5	St. L1	St. L2	St. L3	St. L4	St. L5
J01	10.65	798.75	1731	1786	1833	1892	1944	2005	2074	2135	2200	2273
J02	10.99	824.25	1786	1833	1892	1944	2005	2074	2135	2200	2273	2353
J03	11.28	846.00	1833	1892	1944	2005	2074	2135	2200	2273	2353	2428
J04	11.64	873.00	1892	1944	2005	2074	2135	2200	2273	2353	2428	2512
J05	11.96	897.00	1944	2005	2074	2135	2200	2273	2353	2428	2512	2597
J06	12.34	925.50	2005	2074	2135	2200	2273	2353	2428	2512	2597	2686
J07	12.76	957.00	2074	2135	2200	2273	2353	2428	2512	2597	2686	2785
J08	13.14	985.50	2135	2200	2273	2353	2428	2512	2597	2686	2785	2888
J09	13.54	1015.50	2200	2273	2353	2428	2512	2597	2686	2785	2888	2995
J10	13.99	1049.25	2273	2353	2428	2512	2597	2686	2785	2888	2995	3105
J11	14.48	1086.00	2353	2428	2512	2597	2686	2785	2888	2995	3105	3219
J12	14.94	1120.50	2428	2512	2597	2686	2785	2888	2995	3105	3219	3330
J13	15.46	1159.50	2512	2597	2686	2785	2888	2995	3105	3219	3330	3450
J14	15.98	1198.50	2597	2686	2785	2888	2995	3105	3219	3330	3450	3582
J15			2785	2888	2995	3105	3219	3330	3450	3582	3715	3859
J16	17.14	1285.50	2888	2995	3105	3219	3330	3450	3582	3715	3859	4002
J17	17.77	1332.75	2995	3105	3219	3330	3450	3582	3715	3859	4002	4154
J18	18.43	1382.25										
J19												
J20	20.49	1536.75	3330	3450	3582	3715	3859	4002	4154	4311	4479	4646
J21	21.23	1592.25	3450	3582	3715	3859	4002	4154	4311	4479	4646	4828
J22	22.04	1653.00	3582	3715	3859	4002	4154	4311	4479	4646	4828	5020
J23	22.86	1714.50	3715	3859	4002	4154	4311	4479	4646	4828	5020	5210
J24	23.75	1781.25	3859	4002	4154	4311	4479	4646	4828	5020	5210	5408
J25			Biweekly	1847.25	1917.00	1989.75	2067.00	2144.25	2228.25	2316.75	2404.50	2496.00
			Hourly	24.63	25.56	26.53	27.56	28.59	29.71	30.89	32.06	33.28

EXHIBIT A

PAY PLAN J2
ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT
2012 PAY PLAN
EFFECTIVE FEBRUARY 16, 2012

Grade 15	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	31,922	33,092	34,301	35,588	36,894	38,240	39,566	40,989	42,549	44,129
Monthly	2660	2758	2858	2966	3075	3187	3297	3416	3546	3677
Biweekly	1227.75	1272.75	1319.25	1368.75	1419.00	1470.75	1521.75	1576.50	1636.50	1697.25
Hourly	16.37	16.97	17.59	18.25	18.92	19.61	20.29	21.02	21.82	22.63

Grade 19	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	36,894	38,240	39,566	40,989	42,549	44,129	45,845	47,561	49,355	51,227
Monthly	3075	3187	3297	3416	3546	3677	3820	3963	4113	4269
Biweekly	1419.00	1470.75	1521.75	1576.50	1636.50	1697.25	1763.25	1829.25	1898.25	1970.25
Hourly	18.92	19.61	20.29	21.02	21.82	22.63	23.51	24.39	25.31	26.27

Grade 20	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	38,240	39,566	40,989	42,549	44,129	45,845	47,561	49,355	51,227	53,216
Monthly	3187	3297	3416	3546	3677	3820	3963	4113	4269	4435
Biweekly	1470.75	1521.75	1576.50	1636.50	1697.25	1763.25	1829.25	1898.25	1970.25	2046.75
Hourly	19.61	20.29	21.02	21.82	22.63	23.51	24.39	25.31	26.27	27.29

EXHIBIT A-1

PAY PLAN JT

ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT
 2013 PAY PLAN - Reflects 1.5% Increase
 EFFECTIVE DECEMBER 15, 2012

Grade	Hourly	Biweekly	St 1	St 2	St 3	St 4	St 5	St L1	St L2	St L3	St L4	St L5
J01	10.81	810.75	1757	1812	1861	1919	1973	2036	2104	2168	2233	2308
J02	11.15	836.25	1812	1861	1919	1973	2036	2104	2168	2233	2308	2389
J03	11.45	858.75	1861	1919	1973	2036	2104	2168	2233	2308	2389	2464
J04	11.81	885.75	1919	1973	2036	2104	2168	2233	2308	2389	2464	2550
J05	12.14	910.50	1973	2036	2104	2168	2233	2308	2389	2464	2550	2636
J06	12.53	939.75	2036	2104	2168	2233	2308	2389	2464	2550	2636	2727
J07	12.95	971.25	2104	2168	2233	2308	2389	2464	2550	2636	2727	2828
J08	13.34	1000.50	2168	2233	2308	2389	2464	2550	2636	2727	2828	2932
J09	13.74	1030.50	2233	2308	2389	2464	2550	2636	2727	2828	2932	3040
J10	14.20	1065.00	2308	2389	2464	2550	2636	2727	2828	2932	3040	3153
J11	14.70	1102.50	2389	2464	2550	2636	2727	2828	2932	3040	3153	3268
J12	15.16	1137.00	2464	2550	2636	2727	2828	2932	3040	3153	3268	3380
J13	15.69	1176.75	2550	2636	2727	2828	2932	3040	3153	3268	3380	3502
J14	16.22	1216.50	2636	2727	2828	2932	3040	3153	3268	3380	3502	3635
J15	17.40	1305.00	2828	2932	3040	3153	3268	3380	3502	3635	3770	3918
J16	18.04	1353.00	2932	3040	3153	3268	3380	3502	3635	3770	3918	4063
J17	18.71	1403.25	3040	3153	3268	3380	3502	3635	3770	3918	4063	4215
J18												
J19												
J20	20.80	1560.00	3380	3502	3635	3770	3918	4063	4215	4376	4545	4716
J21	21.55	1616.25	3502	3635	3770	3918	4063	4215	4376	4545	4716	4901
J22	22.37	1677.75	3635	3770	3918	4063	4215	4376	4545	4716	4901	5094
J23	23.20	1740.00	3770	3918	4063	4215	4376	4545	4716	4901	5094	5288
J24	24.11	1808.25	3918	4063	4215	4376	4545	4716	4901	5094	5288	5489
J25			Biweekly	1875.00	1945.50	2019.75	2097.75	2176.50	2262.00	2351.25	2440.50	2533.50
			Hourly	25.00	25.94	26.93	27.97	29.02	30.16	31.35	32.54	33.78

EXHIBIT B

**PAY PLAN J2 ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT
2013 PAY PLAN
EFFECTIVE DECEMBER 15, 2012**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Grade 15	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	31,922	33,092	34,301	35,588	36,894	38,240	39,566	40,989	42,549	44,129
Monthly	2660	2758	2858	2966	3075	3187	3297	3416	3546	3677
Biweekly	1227.75	1272.75	1319.25	1368.75	1419.00	1470.75	1521.75	1576.50	1636.50	1697.25
Hourly	16.37	16.97	17.59	18.25	18.92	19.61	20.29	21.02	21.82	22.63
Grade 19	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	36,894	38,240	39,566	40,989	42,549	44,129	45,845	47,561	49,355	51,227
Monthly	3075	3187	3297	3416	3546	3677	3820	3963	4113	4269
Biweekly	1419.00	1470.75	1521.75	1576.50	1636.50	1697.25	1763.25	1829.25	1898.25	1970.25
Hourly	18.92	19.61	20.29	21.02	21.82	22.63	23.51	24.39	25.31	26.27
Grade 20	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	38,240	39,566	40,989	42,549	44,129	45,845	47,561	49,355	51,227	53,216
Monthly	3187	3297	3416	3546	3677	3820	3963	4113	4269	4435
Biweekly	1470.75	1521.75	1576.50	1636.50	1697.25	1763.25	1829.25	1898.25	1970.25	2046.75
Hourly	19.61	20.29	21.02	21.82	22.63	23.51	24.39	25.31	26.27	27.29

EXHIBIT B-1

EXHIBIT C

TEAMSTER'S JOB CLASSIFICATIONS

<u>CLASSIFICATION</u>	<u>GRADE</u>	<u>PAYPLAN</u>
BLACKSMITH	J18	JT
BRIDGE WORKER	J16	JT
BRIDGE WORKER SENIOR	J19	J2
BUILDING MAINTENANCE HELPER	J15	JT
BUILDING MAINTENANCE WORKER	J18	JT
CUSTODIAN	J06	JT
EQUIPMENT OPERATOR JUNIOR	J14	JT
EQUIPMENT OPERATOR SENIOR	J19	J2
HEAVY EQUIPMENT MECHANIC	J20	J2
HIGHWAY LABORER	J01	JT
JANITOR	J09	JT
PARTS ROOM SPECIALIST	J15	J2
SIGN TECHNICIAN	J19	J2

Phase In of the Equipment Operator Senior and Sign Technician Grade Reallocation

The Equipment Operator Senior and Sign Technician classes will be reallocated from Grade 16 (as reflected in Exhibit B contained in the 2010/2011 Teamster's contract) to Grade 19 (as reflected in Exhibits A-1 and B-1).

The reallocation of employees hired into the Equipment Operator Senior and Sign Technician classes prior to February 16, 2012 will be phased in as follows:

Effective February 16, 2012 employees in the Equipment Operator Senior and Sign Technician classes will be placed on the step of Grade 19 (as reflected in Exhibit A-1) that provides a two step increase from the employee's rate of pay (as reflected in Grade 16 of Exhibit B contained in the 2010/2011 collective bargaining agreement);

Effective December 15, 2012, employees in the Equipment Operator Senior and Sign Technician classes will receive a one step increase.

However, employees will not be eligible to be placed in a step for which they do not have the requisite years of service.

Employees hired on or after February 16, 2012 are not subject to the phased in schedule listed above; rather employees hired on or after February 16, 2012 will be placed directly into Grade 19 (as reflected in Exhibits A-1 and B-1).

Implementation of the Heavy Equipment Mechanic Grade Reallocation

The Heavy Equipment Mechanic classification will be reallocated from Grade 18 (as reflected in Exhibit B contained in the 2010/2011 Teamsters contract) to Grade 20 (as reflected in Exhibits A-1 and B-1) effective February 16, 2012.

Bridge Worker Senior Lump Sum Payments

The Employer shall pay employees in the Bridge Worker Senior classification a one-time cash payment, not added to base, in the gross amount of \$1250, subject to required payroll tax withholdings, as of the date of ratification of the 2012-2013 contract and a one-time cash payment, not added to base, in the gross amount of \$750, subject to required payroll withholdings, payable September 14, 2012.

EXHIBIT D

<u>TYPE</u>	<u>MINIMUM AND MAXIMUM TRAINING HOURS REQUIRED</u>	
4WD Front-End Wheel Loader 2 cubic yards or more	16-40 Hrs.	(Min 8 hrs. to be supervised)
Crawler Tractor w/Dozer	16-40 Hrs.	"
Crawler or Wheel Tractor w/Backhoe & Loader	16-40 Hrs.	"
Motor Grader	24-64 Hrs.	"
Portable Culvert Steamer	8-16 Hrs.	"
Bituminous Distributor (Class A license required)	16-40 Hrs.	"
Truck while Snowplowing (26,000 GVW or more)	8-24 Hrs.	"
Extend-A-Boom Mower		
Self-Propelled steel wheel rollers or packers with 40" minimum drum diameter, single or double drum steel wheel.		
Striping Truck (Truck Operator and Striper Operator)		
Paver Screed Operator		
Motor Scraper or Tractor Scraper	24-80 Hrs.	"
Hydraulic Excavator	24-80 Hrs.	"
Crane; Dragline; Power Shovel	24-80 Hrs.	"
Bituminous Paver; self-propelled	24-64 Hrs.	"
Truck and Trailer combination. (Class A license required)	8-24 Hrs.	"
Truck with single operator while snowplowing. (26,000 G.V.W. or more)		
Motor Grader while snowplowing.		

Training may include equipment maintenance instruction and classroom instruction.



Saint Louis County

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

December 5, 2008

Mr. Mike O'Donnell
Business Agent
Teamsters Local No. 320
3001 University Avenue SE, Suite 500
Minneapolis, MN 55414

Re: St. Louis County Highway Maintenance Divisions Unit
Back Pay/Deferred Compensation

Dear Mr. O'Donnell:

This letter of understanding will reflect the agreement between St. Louis County and Teamsters Local No. 320 during negotiation of the 2008-2009 collective bargaining agreement for the Highway Maintenance Divisions Unit as follows:

Non-probationary active employees have the option, exercisable by completing and returning to the County Auditor's Office a deferred compensation authorization form, by February 13, 2009, to have any portion of the employee's back pay directly paid into the employee's deferred compensation account. The employee must have enrolled in a deferred compensation account not later than February 13, 2009. 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 of back pay into a deferred compensation account. Wage garnishments, wage withholding orders, and other legally binding deductions take precedent over the terms of this Memorandum of Understanding. All terms of this Memorandum of Understanding are subject to the requirements and restrictions of the St. Louis County Auditor's Office.

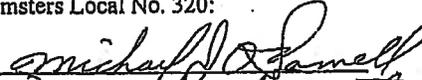
An Equal Opportunity Employer

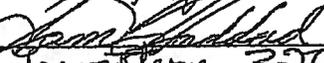
Our signatures below will indicate agreement to the terms of this letter on behalf of St. Louis County and Teamsters Local No. 320, respectively. Thank you.

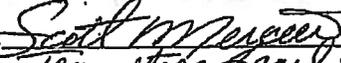
Yours very truly,

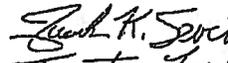

County Board Chair

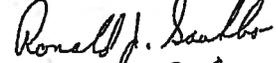
Accepted on behalf of
Teamsters Local No. 320:

By: 
Its: ~~Business Agent Teamsters Local 320~~

By: 
Its: ~~Teamsters 320~~

By: 
Its: ~~Teamsters Local #320~~


Teamsters Local #320


Teamsters 320

COUNTY OF ST. LOUIS/TEAMSTERS #320
AGREEMENT FOR REIMBURSEMENT

THIS AGREEMENT, entered into this 16th day of December, 2008
by and between the COUNTY OF ST. LOUIS (hereinafter referred to as "Employer")
and MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES
UNION, LOCAL #320, representing St. Louis County Highway Department
Maintenance Division employees (hereinafter referred to as "Union").

WITNESSETH

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

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

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

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

WHEREAS, it is the intent of the parties hereto that the reimbursement
arrangement effected by this Agreement shall operate to fully reimburse the Employer
for any costs of any nature whatsoever which the Employer may incur in continuing to
pay salary to said elected officers and appointed representatives who have taken time
off from work in order to conduct the duties of said Union.

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

ARTICLE 1 - DEFINITIONS

(a) Approved Union Business: "Approved Union Business" shall mean local,
district, state and national meetings, contract negotiations, appearing as a witness in a
grievance hearing or arbitration proceeding, attending meetings in the capacity of Union
Steward, or any other Union function as to which the parties hereto have given their
advance mutual agreement. This Agreement shall specifically not apply to or contradict
other provisions for leave of absence with pay as agreed to by Employer in applicable

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collective bargaining agreements. Further, this Agreement shall not apply to any activity which would violate any statutory requirements or County policies, including without limitation, engaging in political activity.

(b) Authorization: An "Authorization" shall mean a form or procedure mutually agreed upon by the parties hereto, duly executed by the Union Business Agent, stating the date when a "Designated Union Member" is authorized to be absent, the specific hour(s) on said date(s) when the Designated Union Member shall be absent from work, and the nature of the Approved Union Business necessitating the absence.

(c) Designated Union Member: A "Designated Union Member" is a member of the St. Louis County Highway Department Maintenance Division (Teamsters) Unit, who represents to the duly designated representative of the Employer, in advance of his/her absence, that he/she is authorized by the Union to be absent from work on Union business.

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

ARTICLE 2 SALARY PAYMENT AND REIMBURSEMENT

(a) Subject to the conditions set forth herein, the Employer shall pay to a Designated Union Member the Member's regular salary for those regularly scheduled work hours during which the Member is absent from work pursuant to an Authorization.

(b) Subject to the conditions set forth herein, Union shall reimburse Employer for all salary costs incurred by the Employer for those regularly scheduled hours during which a Designated Union Member is absent from work pursuant to an Authorization.

ARTICLE 3- PAYMENT PROCEDURES

(a) Employer shall incur no payment obligation under this Agreement unless the Designated Union Member has Authorization from the Union to be absent from work on Union business for which the Union shall provide salary cost reimbursement to Employer.

(b) Employer shall bill Union for reimbursement quarterly or at such intervals, not more frequently than bi-weekly, as the Employer may determine.

(c) Union shall make full payment to Employer of any billing within thirty (30) calendar days of receipt of billing from Employer.

(d) Payment shall be made to the St. Louis County Auditor, St. Louis County Courthouse, Duluth, Minnesota.

ARTICLE 4- EMPLOYMENT, STATUS, BENEFITS

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

(b) Employer shall not be obligated to pay a Designated Union Member mileage or travel reimbursement during times when said Designated Union Member is absent pursuant to an Authorization.

ARTICLE 5- COUNTY VEHICLES

(a) Designated Union Member shall not use a County vehicle for the purpose of attending Approved Union Business.

ARTICLE 6 - SUBCONTRACTING AND ASSIGNMENT

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

ARTICLE 7- NO PARTNERSHIP OR JOINT VENTURE

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

ARTICLE 8- TERM, CANCELLATION

(a) This Agreement shall continue in effect until either party gives written notice of termination to the other party. Termination shall be effective sixty (60) days after receipt by the other party of such written notice of termination.

(b) Notwithstanding the provisions of Paragraph (a) of this Article, if either party fails to remedy any default of this Agreement within ten (10) days of written notice from

the other party, then the other party may immediately cancel this Agreement at any time thereafter.

(c) If this Agreement is declared illegal by a court of competent jurisdiction at any time during any term of this Agreement, this Agreement shall immediately terminate except that Union shall be obligated to reimburse any salary costs which Employer has paid pursuant to this Agreement.

(d) If Union should cease to be the exclusive bargaining representative for any bargaining unit covered by this Agreement, then this Agreement shall immediately terminate, except that Union shall be obligated to reimburse Employer for any salary costs which Employer has incurred pursuant to this Agreement.

TEAMSTERS #320

COUNTY OF ST LOUIS

By: *Michael J. Donnell*
Business Agent

By: *Michael R. [Signature]*
Chair of County Board

X *Scott Muecke* #320

X *[Signature]*

X *Frank R. [Signature]* #320

X *Ronald J. South* #320

Approved as to form and execution
this 4 day of January, 2009

Melanie Ford
MELANIE FORD
County Attorney
2009-4784





*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: March 13, 2012 Resolution No. 12-156
Offered by Commissioner: Dahlberg*

Highway Maintenance Divisions Bargaining Agreement 2012-2013

RESOLVED, that the 2012-2013 Public Works Department Highway Maintenance Divisions contract is approved and the appropriate county officials are authorized to execute the Bargaining Unit Agreement, a copy of which is on file in County Board File No. 59438.

Commissioner Dahlberg moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Jewell, O’Neil, Dahlberg, Forsman, Sweeney, Raukar, and Chair Nelson - 7
Nays – None

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 13th day of March, A.D. 2012, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 13th day of March, A.D. , 2012.

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor/Clerk of County Board

