AGREEMENT

BETWEEN

ST. LOUIS COUNTY BOARD OF COMMISSIONERS

AND

COUNCIL 5, AFSCME

REPRESENTING

ASSISTANT COUNTY ATTORNEYS UNIT

2010 - 2011

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AGREEMENT

BETWEEN

ST. LOUIS COUNTY BOARD OF COMMISSIONERS

AND

COUNCIL 5, AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, REPRESENTING
ST. LOUIS COUNTY ASSISTANT COUNTY ATTORNEYS UNIT

PREAMBLE

The County of St. Louis, Minnesota, through its duly elected Board of Commissioners (hereinafter referred to as the "Employer"), and the City and County Public Service Union Local 66, affiliated with the American Federation of State, County, and Municipal Employees, which local union is exclusively represented by Council 5, (which Council 5 is hereinafter referred to as the "Union") representing the employees covered by this Agreement, do hereby enter into this Agreement for the purpose of setting forth the full and complete understanding of the parties regarding terms and conditions of employment of the bargaining unit members.

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes for a bargaining unit of employees defined as follows:

All Assistant County Attorneys employed by St. Louis County, Duluth, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding supervisory, confidential and all other employees.

Section 2. The Employer agrees not to enter into any agreement with members of the bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions set forth in this Agreement, except through the certified collective bargaining representative.

Section 3. The Employer recognizes the Assistant County Attorneys are professional employees as defined as Minn. Stat. §179A.03, subd. 13.

Section 4. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class or position in the bargaining unit defined in Section 1 above, the issue may be submitted to the Bureau of Mediation

Services for determination. The determination of the Bureau of Mediation Services is subject to appeal as provided by statute.

Section 5. 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.

ARTICLE 2 - DEFINITIONS

The following definitions shall apply in this Agreement:

Section 1. Department: The St. Louis County Attorney's Office.

Section 2. Department Head: St. Louis County Attorney.

Section 3. Employer: The County of St. Louis acting through its Board of Commissioners. The views of the County Attorney as the appointing authority responsible for the selection, direction, discipline, and discharge of individual employees shall be considered by the Employer in the course of the discharge of rights and duties under this Agreement.

Section 4. Full-Time Employee: An employee filling a position in the bargaining unit which is budgeted for a thirty-seven and one-half (37.5) hour work week.

Section 5. Layoff: The elimination of a position in the bargaining unit.

Section 6. Part-Time Employee: An employee filling a position in the bargaining unit which is budgeted for less than a thirty-seven and one-half (37.5) hour work week.

Section 7. Union: The American Federation of State, County and Municipal Employees, Council 5.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. The Union recognizes the right of the Employer to operate and manage its affairs in all respects, subject to compliance with applicable laws and regulations. All prerogatives, rights and authority which the Employer has not officially abridged, delegated or modified by express terms of this Agreement are therefore retained by the Employer.

Section 2. By way of example and without limitation, the Employer retains the right to determine the standards of service to be offered to the public, to determine the amount of budget allocated thereto, to manage and operate all facilities and equipment, to establish functions and programs, to determine the utilization of technology, to establish, modify,

eliminate or otherwise change the organizational structure, to determine the number of personnel and the amount of supervision, to direct the workforce, to promulgate and enforce work rules and regulations, to hire, promote, assign, schedule, transfer between divisions and locations, and to discipline, suspend, demote, discharge or retain employees.

ARTICLE 4 - EMPLOYER SECURITY - NO STRIKE

Section 1. 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 during the life of this Agreement, the Union, its officers and agents, and any of the employees covered by this Agreement, will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer by or in support of members of this bargaining unit. Any and all employees who violate the provisions of this Agreement will be subject to discharge or other discipline, as appropriate.

ARTICLE 5 - UNION SECURITY

Section 1. All employees in the appropriate bargaining unit who are not members of the exclusive representative organization shall be required to contribute through payroll checkoff to a maintenance of service fee per month as determined by the Union.

Section 2. Payroll deductions shall be made monthly from the salary of the employees upon presentation by the Union of authorized certification from the proper Union representatives and said Union dues and fair share fee deductions shall be remitted to the Union within fifteen (15) days.

Section 3. The Employer shall deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization voluntarily executed by the employee on a form mutually agreeable to the Employer and the Union. The deduction shall be discontinued upon reasonable advance written notice from the employee to the Employer. The Employer shall remit any deductions made pursuant to this provision monthly to the Union.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken pursuant to Sections 1, 2, or 3 of this Article.

Section 5. An employee may request leave without pay for the time reasonably required, not to exceed one (1) week, to attend the International or Council 5 convention of the Union.

ARTICLE 6 - HOURS OF WORK

Section 1. For payroll purposes and to account for paid leave time, the normal work day shall be seven and one-half (7.5) hours, the normal work week thirty-seven and one-half (37.5) hours, and the normal work year one thousand nine hundred fifty (1950) hours, consisting of scheduled work time, training time to the extent approved by the Department Head as paid hours, and approved paid leave of absence.

Section 2. It is recognized by the Employer and the Union that due to the nature of their work, it may be necessary for employees covered by this Agreement to work extended hours, holidays, weekends and irregular hours. Such work requirements are considered an integral part of the professional attorney position.

Members of the bargaining unit who work an extraordinary number of hours due to unique workload demands shall be granted, subject to scheduling approval of the Department Head, a period of time off, not to be deducted from accumulated paid leave time, not to exceed two (2) days per year, in recognition of having devoted an extraordinary number of hours to the performance of work duties.

New employees beginning employment after July 1 shall be entitled to one (1) day of leave. Employees who have worked less than six (6) months at the time of termination of their employment will not be paid for any accrued leave days.

Section 3. Employees covered by this Agreement are deemed salaried, exempt employees under the federal Fair Labor Standards Act and Minnesota statutes are thus not eligible for statutory overtime compensation.

Section 4. An employee whose work duties require the employee to work in excess of normal hours in a pay period may request the approval of the Division Head to take informal time off during the pay period. A request to take informal time off outside the pay period in which the excess hours were worked requires the approval of the County Attorney.

ARTICLE 7 - SALARIES, PAY DATES

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

Section 2. The monthly salaries annexed hereto as Exhibit A shall be paid all employees within this bargaining unit effective the first pay period of 2010. The monthly salaries annexed hereto as Exhibit B shall be paid all employees within this bargaining unit effective the first pay period of 2011. No lower or higher salaries shall be paid unless previously negotiated between the Employer and the Union.

Section 3. Step Increases: An employee in the job classification of Attorney I, upon receiving a work performance rating of competent, shall receive an increase in pay equal to the next step in the applicable pay plan attached hereto at the beginning of the pay period that includes the first of the month following six (6) months of service; one (1) year of service; two (2) years of service; three (3) years of service; and four (4) years of service.

Employees in the Attorney II classification, upon receiving a work performance rating of competent, shall receive an increase in pay equal to the next step in the applicable pay plan attached hereto at the beginning of the pay period that includes the first of the month following one (1) year of service; two (2) years of service; three (3) years of service; and four (4) years of service. For the purposes of annual step increases, the reference to "years of service" refers to years of service in the Attorney II classification.

Employees in the Senior Attorney classification upon receiving a work performance rating of competent shall receive an increase in pay equal to the next step in the applicable pay plan attached hereto at the beginning of the pay period that includes the first of the month following one (1) year of service; two (2) years of service; three (3) years of service; and four (4) years of service. For the purposes of annual step increases, the reference to "years of service" refers to years of service in the Senior Attorney classification.

Longevity Increases: Employees in the Attorney I classification will be eligible for longevity increases at the completion of eight (8) and twelve (12) years of service. Employees in the Attorney II classification will be eligible for longevity increases at the completion of eight (8), twelve (12), and sixteen (16) years of service. Employees in the Senior Attorney classification will be eligible for longevity increases at the completion of eight (8), twelve (12), and sixteen (16) years of service.

For the purposes of longevity step increases, the reference to "years of service" refers to total years of service with St. Louis County. Longevity increases are subject to receipt of a competent work performance rating.

For the purposes of determining eligibility for annual step increases, a "year of service" for part-time employees requires one thousand nine hundred fifty (1950) hours of straight time service or one (1) calendar year since the employee's last annual step advance, whichever is longer. For the purposes of determining eligibility for longevity step increases, employees must complete a minimum of 1000 straight time hours within the

payroll year in order to get credit for a year of service for the purposes of receiving longevity step increases.

An employee who has not received an annual performance evaluation by the time of the employee's anniversary date may request, in writing to the Department Head, that the evaluation be conducted and thereupon the evaluation will be conducted within two (2) weeks thereafter.

Section 4. If the Employer establishes a new job class within the bargaining unit, the Employer and the Union agree to negotiate regarding the salary for the new job class. The Employer may fill position(s) in the new classification pending completion of the negotiations. However, it is understood that all other terms and conditions of this Agreement will apply and this Agreement shall not be deemed to be reopened for any other purpose than to negotiate a salary for the new classification.

Section 5. The Department Head has discretion at time of hire to grant a higher step in the Attorney I salary schedule, not to exceed Step F, or Step 1 of the Attorney II or Senior Attorney salary schedule, subject to the approval of the Employee Relations Director.

ARTICLE 8 - HOLIDAYS

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

Provided, however, when New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the Friday preceding is the official holiday and if they fall on Sunday, the Monday following is the official holiday.

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

Section 3. Part-Time Employees. Part-time employees shall receive holidays and personal leave on a pro-rated basis. For purposes of prorating personal leave and holidays (for which employees are eligible after working four hundred eighty nine (489) hours) the first four hundred eighty nine (489) hours worked will be divided by the number of pay periods to determine the average hours worked per pay period. The average hours worked per pay period will then be divided by seventy-five (75) to determine the percentage of proration for the remainder of the calendar year. Annually thereafter, straight time hours

worked in the preceding year will be divided by one thousand nine hundred fifty (1950) to determine the percentage of proration.

ARTICLE 9 - PERSONAL LEAVE

Section 1. In addition to the holidays granted, two (2) days of personal leave with pay will be granted to permanent and probationary employees in the first year of employment and four (4) days of personal leave with pay each year thereafter. Personal leave may be taken in one-half (1/2) hour increments. Personal leave shall not accumulate from year to year. Approval for personal leave shall require mutual agreement between the employee and his/her supervisor. New employees must work four hundred eighty nine (489) hours before being eligible to use personal leave days.

Section 2. Eligible part-time employees shall receive pro-rated personal leave in accordance with Article 8, Section 3.

ARTICLE 10 - VACATIONS

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

Years of Service	Hours per Pay Period
Commencing 0 through 2 years	3.75
Commencing 3 through 5 years	5.25
Commencing 6 through 10 years	6.5
Commencing 11 through 15 years	7.25
Commencing 16 through 20 years	7.75
Commencing 21 through 24 years	8.25
25 Years and Over	9.0

Employees are eligible to receive and use accrued vacation with pay upon completion of their minimum required original probationary period. (Six months or 1,000 hours, whichever is later. Provided, however, employees are eligible to receive and use accrued vacation with pay during an extension of the original probationary period.)

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

Vacations may be taken in one-half (1/2) hour increments. The employer shall give good faith consideration to granting employees vacation requests, subject to the needs of the department.

Vacation may accumulate to a maximum of two hundred seventy (270) hours at the end of any given pay period. Requests to temporarily exceed the two hundred seventy (270) hour maximum may be submitted to the Department Head for consideration.

Section 2. Paid holidays occurring during an employee's approved vacation shall not be charged against vacation time but shall be treated as holidays. Sick leave because of hospitalization of the employee or because of hospitalization or death in the employee's immediate family as defined in Art. 10, Sec. 4, occurring during an employee's approved vacation shall not be charged against vacation time if the employee presents written verification.

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

Section 4. In case of death of any employee, any unused vacation shall be paid to his/her heirs or estate.

Section 5. Eligible employees being paid for less than a full seventy-five (75) hour pay period shall have their vacation accruals pro-rated.

ARTICLE 11 - SICK LEAVE

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

Years of Service	Hours per Pay Period
Commencing 0 to 12 months	2.00
Commencing 13 to 24 months	3.75
Commencing 25 months and over	5.25

Section 2. Sick leave balances shall not exceed one thousand nine hundred (1900) hours at the end of the payroll year. Sick leave shall be accrued in the pay period in which it is earned and deducted in the pay period in which it is used.

Eligible employees being paid for less than a full seventy-five (75) hour pay period shall have their sick leave accruals pro-rated.

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

Section 4. Sick leave may be paid for absence because of an employee's inability to perform his/her duties by reason of illness or injury, by necessity for medical or dental care, or by exposure to a contagious disease under circumstances in which the health of employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty.

Sick leave may be paid, upon approval of the supervisory staff, for absence due to illness in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as parents, step-parents, spouse, children, step-children, or wards of the employee.

Sick leave may be paid, upon approval of the supervisory staff, for absence because of death in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as spouse, parents of spouse, parents, guardian, children, brothers, sisters, wards of the employee, grandparents, grandchildren or step-family members. An employee may be permitted, upon the approval of his/her Department Head, up to a maximum of ten (10) days sick leave in the event of death in the immediate family, as defined in this subsection, and in conformity with Civil Service Rules and Regulations.

Section 5. A Department Head may at any time request an employee to submit complete medical verification, on a form provided by the Employer, as to why the employee's illness or injury prevents the employee from working, if there is a concern about appropriate use of sick leave. The Department Head may indicate whether the verification shall be from an attending or a designated physician.

ARTICLE 12 - HEALTH AND HOSPITALIZATION, LIFE AND DENTAL PLANS

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

Single Coverage	100%*
Dependent Coverage	70%

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

*See attached Memorandum of Understanding.

[NOTE: The actual descriptions of the Group Health Care Plan benefits are contained in the plan documents and are available in the 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. Part-time permanent and probationary employees are eligible for group health plan coverage on the first day of the next calendar month of employment after completing 489 hours of service.

Section 2. Life Insurance. The Employer agrees to pay the full premium for group life insurance for full-time permanent and probationary employees and also contribute to the premium for part-time permanent and probationary employees pursuant to Section 6 of this Article. The amount of group life insurance is equal to their annual salary rounded off to the nearest one-thousand dollar increment.

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

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

Section 3. Dental Insurance. The Employer will pay for the full cost of the premium for single dental coverage for all full-time permanent and probationary employees and also contribute to the premium for part-time permanent and probationary employees pursuant to Section 6 of this Article. The maximum benefit is $1500 per year.

Eligibility. Full-time permanent and probationary employees become eligible for dental coverage on the first of the month following six full calendar months of employment. Part-time permanent and probationary employees become eligible on the first of the month following the completion of 1000 hours.

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

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

Section 6. Prorated Employer Contribution for Eligible Part-Time Employees. All newly-appointed eligible part-time employees (new County employees, full-time employees moving to part-time status, and part-time employees changing positions) will receive a prorated Employer contribution to the premiums for health, dental and life coverage based on the full-time equivalent of the position to which they are appointed. Thereafter, the proration amount for the following insurance year will be recalculated at the end of each payroll year. The proration amount will be equal to the percentage of the

employee's full time equivalent based on the actual hours in payroll status during the previous payroll year. For this purpose, "payroll status" includes regular hours worked, the straight time equivalent of overtime hours worked, and any paid leave time.

ARTICLE 13 - WORKERS' COMPENSATION

Section 1. Any employee who by reason of sickness or injury receives Workers' Compensation benefits may do either of the following:

A. Retain the Workers' Compensation benefits without assessment against any available leave credits, or

B. Retain the Workers' Compensation benefit and receive from the Employer any available earned accumulated sick leave, vacation leave or other accumulated leave benefit. The total weekly compensation including leave and Workers' compensation benefits shall not exceed the regular weekly net base pay rate of the employee. "Net base pay" is defined as the employee's regular weekly gross less FICA, medicare, P.E.R.A. and federal and state income tax withholding. Overtime will be considered on the same basis as it is for Workers' Compensation purposes.

Section 2. While an employee is receiving loss of wage benefits under the Workers' 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 his/her sick leave, vacation, and personal leave benefits. Payments of such premiums by the Employer pursuant to this Article shall end upon issuance of a notice of discontinuance of benefits by the Commissioner of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

ARTICLE 14 - PROFESSIONAL RESPONSIBILITY, LICENSE, CONTINUING EDUCATION

Section 1. The Employer and the Union, in the exercise of their respective rights and responsibilities under this Agreement, along with each employee covered by this Agreement, shall conduct themselves so as to not cause a violation of the Minnesota Rules of Professional Responsibility applicable to lawyers.

Section 2. The Employer shall annually pay on behalf of each employee covered by this Agreement the cost of the Minnesota Supreme Court attorneys' license fee, which is required in order to practice law in the State of Minnesota.

Section 3. The Employer shall pay, upon approval of the Department Head, the cost of registration for a minimum of forty-five (45) hours of continuing legal education credits as approved by the Minnesota Supreme Court, per employee, per three (3) year period. The Department Head may authorize reimbursement for travel, lodging and meals reasonably and necessarily incurred in attendance at continuing legal education programs approved by the Department Head, in accordance with the Employer's travel policy, subject to the Department Head's exclusive discretion and subject to budgetary considerations.

ARTICLE 15 - MEALS AND TRAVEL EXPENSES

Section 1. 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. Provided, however, the employee shall be reimbursed for the actual cost of the meal, even if in excess of the meal reimbursement rate set forth in the then-current County Board policy, if the employee is required to purchase a specific meal and does not have a choice of alternatives.

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.

ARTICLE 16 - SAFETY AND SAFETY EQUIPMENT

Section 1. Both the Employer and the Union agree to responsibility for cooperative enforcement of safety rules and regulations.

Section 2. The Safety Committee shall include representatives from both the Employer and the Union and whomever else the Employer shall designate.

Section 3. Should an employee file written complaint to the Safety Committee of unsafe or unhealthy conditions in violation of accepted safety and health policies, the matter if not corrected in five (5) days satisfactorily may be processed according to provisions under Article 20 of this Agreement.

ARTICLE 17 - SENIORITY

Section 1. A seniority list shall be established by agreement of the Employer and the Union in conjunction with ratification of the 2010-2011 contract. Seniority is defined as the length of service in the St. Louis County Attorney's Office as an Assistant County Attorney.

Section 2. In the event the Department Head determines to eliminate positions, any layoff that may occur shall be by division, beginning with the Assistant County Attorney then serving in the division with the least seniority and proceeding within the division in the inverse order of seniority. Written notice of layoff shall be served upon the employee with a copy to the Union, at least ten (10) days prior to layoff. An employee laid off may choose to accept the layoff or, if they have greater seniority, choose to bump the Assistant County Attorney with the least amount of seniority.

Recall shall be in the inverse order of layoff An employee shall remain on the recall list for a period of two (2) years from the date of layoff Notice of recall shall be sent by certified mail to the employee at the mailing address the employee has on file with the Department, return receipt requested. Employees who are recalled shall report to the Department within fourteen (14) calendar days after notice of recall is received.

ARTICLE 18 - PROBATION

The probation period for all new employees hired shall be six (6) months for full-time employees and the later of six (6) months or one thousand (1000) hours paid service for part-time employees, unless extended by the Department Head, not to exceed one year. Anytime during the extended probation period a Department Head can decide to accept the employee as qualified. If an employee is discharged during the probation, the employee shall not have any rights under the grievance procedure contained herein.

ARTICLE 19 - TRANSFERS, PROMOTIONS

Section 1. Transfers. Employees who are interested in transfer to a different work location and/or different division shall advise the Department Head accordingly.

Section 2. Promotions. A bargaining unit employee, upon promotion to a higher classification in the Department, shall have the right to return to a position in the classification from which promoted for up to thirty (30) days after being promoted, except that if there is not a vacancy in the classification from which promoted, then the employee shall be considered to be in layoff status from the classification, and entitled to exercise recall rights under the provisions of this Agreement in the event of a vacancy, for up to six (6) months after the date of the promotion.

ARTICLE 20 - LEAVES OF ABSENCE

Section 1. Military Leaves. Any employee required to be on military leave shall receive all rights accorded by statute.

Section 2. Jury Duty Leave. Leave with pay shall be granted for service upon a jury. "Services upon a jury" includes time when the employee is impaneled for actual service or is required by the Court to be present for potential selection for service. The employee shall report to work for the remainder of the work day.

Section 3. Parental Leave. Upon sixty (60) days' advance written request by an employee to his/her Department Head, up to a maximum of six (6) continuous months of unpaid leave of absence shall be granted to care for the adopted child of the employee or the employee's new born infant. 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 of the child or custody date of an adopted child. When both parents are employees within this contract, the parental leave shall be divided, upon request of the employee, in accordance with this Article.

Section 4. Sabbatical. Employees holding a permanent position with St. Louis County after five (5) years employment and subject to approval of the Department Head, may be granted a sabbatical leave of absence, without pay, for a period of not more than two (2) years. An employee on a sabbatical leave shall not accrue additional seniority, vacation or sick leave during the leave of absence. These benefits will be frozen at the level immediately prior to the beginning of the leave. The employee shall be returned to the job classification held at the time of approval of the sabbatical leave, upon the first available opening after the expiration date of the leave. Employees on an approval sabbatical leave under this section may be returned to a position prior to the expiration of their approved leave upon mutual agreement of the employee and the Department Head.

ARTICLE 21 - GRIEVANCE PROCEDURE

A. Employee Rights of Protection and Representation:

Section 1. Every employee shall have the right to present his/her grievance to the Employer free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

Section 2. It is understood and agreed by and between the parties that any employee covered by this agreement working in probationary or provisional status may be discharged at the sole discretion of the Employer and shall not have the right to such relief pursuant through the grievance procedure contained herein.

B. Grievance Defined:

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

Section 2. The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the Employer to take 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 his/her rights and privileges under this Agreement have been violated, the matter shall be resolved in accordance with the following procedure:

Step 1: Within ten (10) calendar days after the first occurrence of the event giving rise to the claimed violation, the employee and/or the employee's representative shall submit the grievance to the employee's supervisor who, within three (3) working days thereafter, shall give an answer.

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 seven (7) calendar days after receipt of the Supervisor's answer. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested.

Within five (5) calendar days of the receipt of such written grievance, the Department Head shall arrange a meeting with the Union at a mutually agreeable time to discuss the matter. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Department Head and the Union. If no settlement is reached, the Department Head shall give the Department's written answer to the Union within five (5) calendar days following their meeting.

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

Step 3: If the grievance is not settled in Step 2, the Union shall present the matter in writing to the County Grievance Board within five (5) calendar 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 fourteen (14) calendar days of receipt of such written grievance, the County Grievance Board shall schedule a hearing into the matter, after the close of which it shall render its decision no later than fourteen (14) calendar days thereafter.

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) calendar days after receipt of the County Grievance Board's decision. The Employer and the Union shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within such seven (7) day period, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. Both the Employer and the Union shall have the right to alternately strike names from the panel. The party striking the first name shall be established by the Rules of the Bureau of Mediation Services. The remaining person shall be notified of his/her selection and requested to set a date and a time subject to the availability of the Employer 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 issue submitted to the arbitrator in writing by the Employer 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 matters to the parties without decision.

The arbitrator shall submit the decision in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

The fee and expenses of the arbitrator shall be borne by the losing party provided, however, that each party shall be responsible for compensating its own representative and witnesses.

D. Waiver:

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

ARTICLE 22 - DISCIPLINE AND DISCHARGE

Section 1. Just Cause. The Employer, acting through the Department Head, may discipline or discharge employees who have completed the required probationary period only for just cause. A written reprimand, suspension, demotion or discharge of any employee who has completed the required probationary period may be appealed to the grievance procedure as set forth in Article 20 herein.

Section 2. Warnings, reprimands, notices of suspension, demotion or dismissal and any other disciplinary action shall be in written form only, and shall be submitted to the employee either personally or by certified mail.

Section 3. An employee not on approved sick leave or other authorized leave of absence, but absent without notice of any kind for three (3) consecutive days shall be considered terminated at the discretion of the Department Head. The Department Head may, however, consider any written request of the employee or the Union on the employee's behalf.

ARTICLE 23 - DRUG AND ALCOHOL TESTING, FINGERPRINTING, FITNESS FOR DUTY

Section 1. The Department Head may request or require an employee to submit to drug and alcohol testing upon reasonable suspicion as defined by state law.

Section 2. Members of the bargaining unit shall, at the request of the Department Head, submit to fingerprinting.

Section 3. If there is reason to believe an employee cannot fulfill the duties of their job, the Department Head may require a member of the bargaining unit to submit to a fitness for duty exam if deemed warranted, at Employer cost and on Employer time.

ARTICLE 24 - RETIREMENT

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

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

Pursuant to the Post-Retirement Health Care Savings Plan policy, the Employer shall, upon a qualifying employee's retirement, deposit the cash equivalent of the employee's 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. 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.

Adoption of the policy shall not be construed as a waiver of the Employer's position that employer contributions to Post-retirement Health Care Savings Plans are not a mandatory topic of negotiations. The Employer may amend or repeal the policy at any time;

provided, however, if the Union objects to the Employer's amendment or repeal, the Union shall be entitled, upon written notice to the Employer, to instate the terms of Article 23 of the 2000-2001 Civil Service Basic Unit collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

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.

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 25 - EQUAL APPLICATION

Neither the Employer nor the Union shall discriminate against or interfere with the rights of employees to become or not become members of the Union and, further, there shall be no discrimination or coercion against any employee because of Union membership or non-membership. Employees have the right to join or to refrain from joining the Union. The Union shall, in the exercise of its responsibility as exclusive representative, represent all employees without discrimination, interference, restraint or coercion.

ARTICLE 26 - COMPLETE AGREEMENT, WAIVER OF BARGAINING, SAVINGS

Section 1. This written Agreement represents the complete agreement between the Union and the Employer.

Section 2. The parties acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Section 3. This Agreement is subject to the laws of the United States, the State of Minnesota, and St. Louis County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be void. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 27 - RENEWAL AND ARBITRATION

Section 1. This Agreement shall continue in full force and effect through December 31, 2011, 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.

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

Section 3. The Employer shall make this Agreement available for distribution to all present and future employees.

COUNCIL 5, AFSCME:

By: _____
Its: President

By: _____
Its: _____

By: _____
Its: Northern Field Director

ST. LOUIS COUNTY BOARD OF COMMISSIONERS:

By: _____
Chairman

By: _____
St. Louis County Auditor

Prepared By:

_____
Steven C. Fecker, Labor Negotiator

Approved as to form and execution:

_____
St. Louis County Attorney

DAMION NO. 2012-7274

PLAN Q10

ST. LOUIS COUNTY - UNCLASSIFIED ATTORNEY'S OFFICE PAY PLAN
2010 PAY PLAN - Reflects 0.0% Increase
Effective 12/19/2009

ATTORNEY I

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Annual	50,388	52,904	55,556	58,325	61,250	64,311	67,529	70,902
Monthly	4,199	4,409	4,630	4,860	5,104	5,359	5,627	5,909
Bi-Monthly	1,938.00	2,034.75	2,136.75	2,243.25	2,355.75	2,473.50	2,597.25	2,727.00
Hourly	25.84	27.13	28.49	29.91	31.41	32.98	34.63	36.36

ATTORNEY II

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Annual	67,529	70,239	73,028	75,953	78,995	82,154	85,449	88,862
Monthly	5,627	5,853	6,086	6,329	6,583	6,846	7,121	7,405
Bi-Monthly	2,597.25	2,701.50	2,808.75	2,921.25	3,038.25	3,159.75	3,286.50	3,417.75
Hourly	34.63	36.02	37.45	38.95	40.51	42.13	43.82	45.57

SENIOR ATTORNEY

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Annual	82,154	85,449	88,881	92,430	96,116	99,977	103,974	108,128
Monthly	6,846	7,121	7,407	7,703	8,010	8,331	8,665	9,011
Bi-Monthly	3,159.75	3,286.50	3,418.50	3,555.00	3,696.75	3,845.25	3,999.00	4,158.75
Hourly	42.13	43.82	45.58	47.40	49.29	51.27	53.32	55.45

EXHIBIT A

PLAN Q10

ST. LOUIS COUNTY - UNCLASSIFIED ATTORNEY'S OFFICE PAY PLAN
2011 PAY PLAN - Reflects 0.0% Increase
Effective 12/18/2010

ATTORNEY I

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Annual	50,388	52,904	55,556	58,325	61,250	64,311	67,529	70,902
Monthly	4,199	4,409	4,630	4,860	5,104	5,359	5,627	5,909
Bi-Monthly	1,938.00	2,034.75	2,136.75	2,243.25	2,355.75	2,473.50	2,597.25	2,727.00
Hourly	25.84	27.13	28.49	29.91	31.41	32.98	34.63	36.36

ATTORNEY II

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Annual	67,529	70,239	73,028	75,953	78,995	82,154	85,449	88,862
Monthly	5,627	5,853	6,086	6,329	6,583	6,846	7,121	7,405
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SENIOR ATTORNEY

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Hourly	42.13	43.82	45.58	47.40	49.29	51.27	53.32	55.45

EXHIBIT B

EXHIBIT C

SELF-INSURED MEDICAL PLAN FUNDING

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

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

ST. LOUIS COUNTY
BOARD OF COMMISSIONERS

By:_____
Its: Chairman

COUNCIL 5, AFSCME

By: _____
Its: President

By: _____
Its: _____

By: _____
Its: _____

[1] Notwithstanding the formula in the preceding sentence, effective April 2010, the monthly plan subscriber payment shall be $37.72 for the remainder of 2010 and for 2011, and thereafter until a new amount is negotiated. The Employer shall not be responsible for paying the balance of the monthly payment calculated pursuant to the formula.

Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: July 24, 2012 Resolution No. 12-449
Offered by Commissioner: Sweeney

Assistant County Attorney Unit Bargaining Agreement– 2010/2011

RESOLVED, that the arbitration award for the 2010/2011 Assistant County Attorney's Unit is ratified 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. 59493.

Commissioner Sweeney 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 24th day of July, A.D. 2012, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 24th day of July, A.D., 2012.

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor/Clerk of the County Board