

AGREEMENT
BETWEEN
ST. LOUIS COUNTY BOARD OF COMMISSIONERS
AND
COUNCIL 5, AFSCME
REPRESENTING
ST. LOUIS COUNTY CIVIL SERVICE
BASIC UNIT EMPLOYEES

2012-2014

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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 BASIC UNIT EMPLOYEES**

PREAMBLE

The County of St. Louis, Minnesota, (hereinafter referred to as the "Employer") through its duly authorized representatives 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 agree as to the terms and conditions of their employment.

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all employees of the County of St. Louis who are public employees within the meaning of Minn. Stat. Sec. 179A.03, Subd. 14, excluding all St. Louis County Merit System employees, all Investigators in the County Attorney's Department, all non-clerical employees of the St. Louis County Public Works Department - Maintenance Divisions, and all essential, supervisory and confidential employees.

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

ARTICLE 2 - MANAGEMENT RIGHTS

The Employer has and retains the right to control its properties, maintain order and efficiency, determine the amount of supervision, direct the work force, hire, promote, transfer, assign, suspend, demote, discharge or retain employees in this unit, and take whatever action to carry out the mission of the Employer in situations of emergency.

Such rights and responsibilities are limited only to the extent specifically modified within this Agreement.

ARTICLE 3 - 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 at the written request of the Union pursuant to Sections 1, 2, or 3 of this Article.

Section 5. Upon written request of the employee, arrangement shall be made to permit leaves without pay from duty not to exceed one week duration, but limited to five (5) employees at any one time for representation of the Union at International, State, or District meetings.

Section 6. Subject to approval of the Department Head, Union representatives shall have access to the premises to meet and confer with the employees. The Union agrees that its representatives shall not interfere with the normal operation of the Employer's facilities at any time.

ARTICLE 4 - WORK DAY/WORK WEEK

Section 1. The normal workday shall be seven and one-half (7½) hours except where negotiated schedules are in effect. The normal workday shall be Monday through Friday and the normal work hours shall be between 8:00 a.m. and 4:30 p.m. The normal workweek shall begin at 12:00:01 a.m. Saturday and end at 12:00 midnight Friday and

have thirty seven and one-half (37½) hours in the normal workweek. An optional four (4) day workweek may be negotiated upon mutual agreement between the Department Head and the Union. Flextime work schedules or job sharing arrangements may be had upon mutual agreement between the Board, the Department Head, and the Union.

The annual work year shall be one thousand nine hundred fifty (1950) hours.

Section 2. All employees shall receive two (2) break periods of fifteen (15) minutes each during a seven and one-half (7½) hour work day. Those employees working seven and one-half (7½) hours may receive an unpaid one (1) hour lunch period.

Section 3. Employees may be required to work shifts or schedules as designated by the Department Head. Any schedule change proposed by the Employer shall be submitted to the Union for review on a meet and confer basis.

If the Union does not agree to the schedule change within fourteen (14) days after the proposed change is submitted to the Union, the proposed change may be submitted by the Employer to the Schedule Review Committee for consideration.

The Committee's jurisdiction shall be limited to either approving or rejecting the proposed schedule change. The decision of the Schedule Review Committee shall be binding on the Employer and the Union and shall not be subject to the grievance procedure of Article 22.

The Schedule Review Committee shall be a standing Committee composed of five (5) members, two (2) members designated by the Union, two (2) members designated by the Employer, and a fifth, neutral member selected by mutual agreement of the other four (4) members. If the four (4) Committee members cannot agree on selection of the fifth member, the two sides shall each nominate one (1) person and the neutral shall be designated from among the nominees by flip of a coin. Each side shall nominate the proposed fifth member within ten (10) days after request by the other side. At any time either party may substitute one (1) member to serve on the Committee, it being anticipated that either party may want at least one (1) member of the Committee who is familiar with scheduling issues in the Department in which the schedule change is being brought forward to the Committee.

The neutral member shall be the chair of the Committee and shall vote to break ties. The Schedule Review Committee shall hear the matter and render its decision within thirty (30) days after the proposed change is submitted to the Union.

Section 4. There shall be no split shifts nor shall work be scheduled on a four (4) hours on and four (4) hours off basis. Upon mutual agreement, the Employer and the Union may meet and confer regarding the use of no-pay days for County employees. No

employee shall be scheduled for more than one shift in a twelve (12) hour period except with the employee's consent.

Section 5. The County Board shall designate one (1) County official or his/her alternate who shall have exclusive and complete authority on behalf of all departments to uniformly designate closing of all County offices and departments in a given area, Duluth, or Iron Range, for snow, storms or blizzards.

ARTICLE 5 - WAGE RATES AND PAY DATES

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

Section 2. The bi-weekly and hourly wage rates annexed hereto as Exhibit "A" shall be paid all employees within this jurisdiction effective retroactive to the first pay period of 2012 (1% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit "B" shall be paid all employees within this jurisdiction effective retroactive to the first pay period of 2013 (1.5% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit "C" shall be paid all employees within this jurisdiction effective the first pay period of 2014 (2% increase). Wage adjustments will be applied for the full pay period covered by the first bi-weekly paycheck of the new contract year. No lower or higher rates 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. Longevity. 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. Part-time employees working one thousand (1000) hours or more per year for each year of continuous service shall receive a one step increase after eight (8), twelve (12), sixteen (16), twenty (20), and twenty-four (24) years of service.

Section 4. Out-of-Class Assignment. In order to accomplish the duties and responsibilities assigned in a position which is unoccupied due to the temporary, short-term absence of an incumbent, an employee in a position allocated to a lower salary grade may be assigned to perform all or part of the duties of the vacant position. If the employee having newly assigned job duties is required to perform a majority of the duties and responsibilities that serve as the basis for the higher grade allocation of the vacant position for five (5) days or more, the employee shall be considered to be working "out-of-class" and shall receive an Emergency Appointment to the higher classified position, retroactive to the first day of the current out-of-class assignment.

Section 5. Employees working a regular shift commencing between the hours of 2:00 p.m. and 10:00 p.m. shall, in addition to their hourly pay, receive a shift differential equal to \$.25 per hour (\$.30 effective the start of the pay period following County Board ratification of the 2012-2014 agreement) 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 hourly pay, receive a shift differential equal to \$.35 per hour (\$.40 effective the start of the pay period following County Board ratification of the 2012-2014 agreement) for each hour worked during such a shift.

ARTICLE 6 - OVERTIME

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. However, each hour over seven and one-half (7½) per day or thirty-seven and one-half (37½) per week may be taken as compensatory time at time and one-half.

All employees who choose to bank compensatory time off shall be permitted to bank such compensatory time off without restriction as to the number of hours banked, but in no case shall accumulated compensatory time exceed the maximum allowable under the Fair Labor Standards Act. Compensatory time off shall be taken at times agreed to by the supervisor and the employee. If an employee is unable to use and take said compensatory time off before the end of the payroll year, the employee shall automatically be paid for said accumulated compensatory time in a separate check no later than January 15 of the following year in which the compensatory time was earned, except that at the employee's option, up to thirty-seven and one-half (37½) hours of compensatory time may be carried over to the following year. All overtime payoffs shall be paid at the pay plan rate in effect during the payroll year in which the overtime was earned.

Section 2. 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 3. Each Department shall post notice of the Department's overtime distribution policy. The policy shall be based on one or more of the following methods of distribution of overtime: (1) project based; (2) as equal as possible within the classification assigned the work; and (3) by seniority within the classification assigned the work. The Union shall be afforded the opportunity to meet and confer with the Department Head before the policy is initially adopted and posted and if the policy is modified in the future. Failure to follow the final overtime policy shall be subject to the grievance procedure. The overtime policy shall remain in effect for the duration of the collective bargaining agreement unless a change is negotiated.

Section 4. 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.

ARTICLE 7 - CALL BACK

Section 1. 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 next daily shift shall be termed as an emergency call-out and shall be paid at the minimum rate of three (3) hours at time and one-half (1½) the employee's basic hourly rate of pay for each such call-back. Call back hours shall not be credited as "hours worked" in the calculation of total work day/work week hours for overtime computation.

Section 2. Section 1 of this Article shall not apply to within a four (4) hour period immediately preceding the regular starting time. All employees required to come on duty within this four (4) hour period shall be allowed time and one-half on a quarter hour basis to the nearest quarter hour. An employee who reports to work within this four (4) hour period shall be allowed to work his/her normal work shift.

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; except for employees whose normal work week regularly includes Saturdays and Sundays, holidays shall be considered to be on the day on which the holiday actually falls.

Section 2. Holiday Pay Eligibility. If an employee is not scheduled to work on a holiday the employee shall receive seven and one-half (7½) hours pay at the regular rate of pay. However, 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, compensatory time off, paid personal leave day, or on a paid leave of absence.

Section 3. Holiday Pay. Employees required to work on any of the aforementioned holidays shall be considered working overtime and compensated accordingly as provided in Article 6, in addition to holiday pay or another day off. Employees shall be paid two and one-half (2½) times their regular rate for all hours worked over seven and one-half (7½) hours on a holiday.

Section 4. Part-time Employees. Part-time employees shall receive holidays and personal leave on a pro-rated basis. For purposes of prorating personal leave and holidays (for which employees are eligible after working four hundred eighty nine (489) hours) the first four hundred eighty nine (489) hours worked will be divided by the number of pay periods to determine the average hours worked per pay period. The average hours worked per pay period will then be divided by seventy-five (75) to determine the percentage of proration for the remainder of the calendar year. Annually thereafter, straight time hours worked in the preceding year will be divided by one thousand nine hundred fifty (1950) to determine the percentage or proration. Employees continuously employed since on or before January 1, 1993, shall continue to receive their present holiday and personal leave benefits.

ARTICLE 9 - PERSONAL LEAVE

Section 1. 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 (½) 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. An employee requesting personal leave in writing, with at least five (5) working days advance notice, shall be given a written response at least three (3) working days before commencement of the requested leave. New employees must work four hundred eighty nine (489) hours before being eligible to use personal leave days.

Section 2. Eligible part-time employees shall receive prorated personal leave in accordance with Article 8, Section 4, above.

ARTICLE 10 - VACATIONS

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

<u>Years of Service</u>	<u>Hours per Pay Period</u>
Commencing 0 through 1 years	2.00
Commencing 2 through 3 years	3.75
Commencing 4 through 5 years	5.25
Commencing 6 through 10 years	6.5
Commencing 11 through 15 years	7.25
Commencing 16 through 20 years	7.75
Commencing 21 through 24 years	8.25
25 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 1000 hours, whichever is later). Provided, however, employees are eligible to receive and use accrued vacation with pay during an extension of the original probationary period.

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

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

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

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 Article 11, Section 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. Permanent part-time employees shall earn, accumulate and be compensated for vacation in accordance with the following conditions:

1. Employees must work at least 1000 hours.
2. The formula for computing vacation hours for part-time employees shall be as follows:

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

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:

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

No sick leave shall accrue if an employee appears on the payroll as "No Pay" (NP) for 18.75 or more hours during a pay period.

Section 2. Sick leave accumulation shall not exceed fifteen hundred (1500) hours (or such greater number of hours, not to exceed nineteen hundred (1900) as an individual employee has accumulated as of the date of ratification by the County Board of the 2012-2014 contract). 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.

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 or 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 - SICK LEAVE BANK

Section 1. The unit 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 or injury. 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. No employee shall be allowed to participate in the Sick Leave Bank until they have reached the maximum rate of accrual for sick leave.

The Committee, upon establishing a need for additional funding of the Sick Leave Bank, shall provide, written documentation of such need to the Employee Relations Director, at the beginning of the payroll year. Upon receipt of reasonable documentation, one (1) day of sick leave will be deducted from the total sick leave accumulation of each unit employee qualified to participate in the Sick Leave Bank and will be credited to the unit Sick Leave Bank.

An employee shall not be eligible to draw from the Sick Leave Bank unless the employee enters into a Sick Leave Bank Reimbursement Agreement, on a form prepared by the Employer, which: (1) acknowledges that the Employer has not agreed, by contract or otherwise, to compensate the employee any amount in excess of the employee's regular wages; (2) requires the employee to reimburse the Sick Leave Bank 100% of the funds received; (3) authorizes and directs the Employer to deduct the amount drawn from the

Sick Leave Bank from the wage loss proceeds, if any, awarded in a workers' compensation proceeding or from any other funds designated in the executed Sick Leave Bank Reimbursement Agreement; and (4) includes any other provisions applicable to the individual employee's specific request.

ARTICLE 13 - EMPLOYEE INSURANCE PLANS

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

Single Coverage	100%
Dependent Coverage	80%

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 based on annual base salary, according to the following schedule:

<u>Annual Base Salary</u>	<u>Policy Amount</u>
Up to \$15,000	\$15,000
\$15,000 - \$20,000	\$20,000
\$20,000 - \$25,000	\$25,000
\$25,000 - \$30,000	\$30,000
\$30,000 - \$35,000	\$35,000
\$35,000 - \$40,000	\$40,000
\$40,000 - \$45,000	\$45,000
\$45,000 and over	\$50,000

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

Eligibility. Full-time employees become eligible for life insurance on the first of the month following six full calendar months of employment. Part-time employees become eligible on the first of the month following 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 employees become eligible for dental coverage on the first of the month following six full calendar months of employment. Part-time employees become eligible on the first of the month following the completion of 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. Participants in an approved job sharing arrangement may, by mutual agreement between the job share participants, apportion the health care and dental benefits for which the job share position is eligible. Apportionment shall be limited to either (a) one employee receiving all of the benefit and the other none; or (b) the two employees splitting the benefit equally.

Section 6. Prorated Employer Contribution for Eligible Part-Time Employees. Except for the employees covered by the memorandum contained in Exhibit G, 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 14 - WORKERS' 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 Employer any available earned accumulated sick leave, vacation leave or other accumulated leave benefit. The total weekly compensation including leave and worker's compensation benefits shall not exceed the regular weekly net base pay rate of the employee. "Net base pay" is defined as the employee's regular weekly gross less FICA, medicare, PERA and federal and state income tax withholding. Overtime will be considered on the same basis as it is for workers' compensation purposes.

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

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 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.

Section 3. Sick leave used by employees while receiving County Worker's Compensation benefits shall be credited back to the employee's sick leave accumulation at retirement, but not to exceed the individual employee's maximum allowable sick leave accumulation as provided for in Article 11, Section 2 above. This Section is meant to mean sick leave used from the date the employee went to work for St. Louis County.

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.

Section 2. Travel time regulations applicable to hourly paid employees of Public Works Department Divisions shall apply uniformly in all Public Works Department Districts as follows:

- A. Employees assigned to work in areas other than the area to which they are normally assigned will be paid travel time at the rate of pay received for the type of work the employee performed the major part of the day in question. Changes in work assignment can only be made by prior agreement between the superintendent and the employee involved.
- B. The amount of travel time allowance shall be determined by considering the normal and reasonable time expectancy for said travel to the projects or areas in each district.
- C. Employees operating County equipment (trucks, graders, loaders, carry-alls, busses, etc.) shall be paid for the actual and reasonable time spent in the operation of said equipment, with time calculated to the nearest one-half ($\frac{1}{2}$) hour.
- D. No employee shall be required or directed to transport other employees in his/her own vehicle to or from work sites.

- E. No employee shall be transported as a passenger in a County vehicle unless said vehicle is designed and equipped for the transportation of passengers and the number of riders does not exceed the normal complement of riders.
- F. No employee shall be transported in boxes of dump trucks without established safety devices attached.

ARTICLE 16 - TOOLS AND UNIFORMS

Section 1. Uniforms. Uniforms shall be furnished and maintained for all institution employees required to wear a special uniform. Classifications involved are: All hospital attendants, all custodial workers, all laundry workers, food service workers, seamstresses, housekeepers, cooks, and all non-professionals supervising the above-named classes.

Section 2. Mechanics Tools. Whenever, in line of duty, personal tools and equipment furnished by employees are damaged or broken on the job, they shall be replaced by the Employer at Employer expense with equal value replacements.

Section 3. Tool Allowance. An employee in the classification of Automotive Technician required to provide their own tools shall be compensated at the rate of \$.25 (twenty-five cents) per hour for each hour worked. This additional pay shall apply to all paid hours actually worked except paid leave (vacation, sick leave, holidays, personal leave, compensatory time or leave of absence).

ARTICLE 17 - 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 22 of this Agreement.

Section 4. Eyeglasses. Safety glasses where required shall be furnished by the Employer.

Section 5. Safety Shoes. The Employer will provide metatarsal guards for every employee where required for foot protection by OSHA regulations. In lieu of such metatarsal guards, safety shoes meeting the A.N.S.I. standards purchased by the employees may be worn. Employees who are required to have foot protection by OSHA regulations who elect to wear safety shoes shall receive a safety shoe allowance of \$70.00 per year payable in November.

ARTICLE 18 - SENIORITY AND JOB SECURITY

Section 1. Seniority. Seniority shall be defined by length of service in a classification within a County Department in which the service occurred. Seniority shall consist of the continuous uninterrupted accumulation of paid service as a permanent employee in the classified service.

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

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

ARTICLE 19 - PROBATION, TEMPORARY, SEASONAL

Section 1. The probation period for all new and promotional 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 initial probation, the employee shall not have any rights under the grievance procedure contained herein. Promotional employees may be demoted during their promotional probation period without rights under the grievance procedure.

Section 2. 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. All provisional appointments shall first be made by seniority from the ranks of eligible employees by seniority before anyone outside of County employment is given said appointment. These provisions shall not apply to persons replacing employees who are on approved leave of absence.

Section 3. Season 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 one thousand (1000) 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 only be employed between the dates of May 15 through November 15.

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 20 - PROMOTIONS, TRANSFERS

Section 1. Promotions. Employees upon promotion to higher classifications shall have the option at any time during the probationary period to accept a voluntary demotion to the position from which promoted provided that the position is not filled permanently. At the option of the Employer, the employee accepting a voluntary demotion may be returned to a different position in the same classification. However, a promoted employee shall have the option to return to the employee's same position from which promoted at any time during the first thirty (30) days in the promoted position.

Section 2. Transfers. Notice of the classification and location of a position available in a County department will be posted by the Employee Relations Department on bulletin

boards at the department's work sites at least five (5) days prior to closing of applications for such vacancy. Employees in the department and in the same classification may request consideration for lateral transfer by submitting a memorandum to the Employee Relations Department within the stated time limit. All employees submitting such a memorandum within the stated limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the appointing authority is still interested in seeing additional candidates. The appointing authority has the discretion to select one (1) of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

ARTICLE 21 - LEAVES OF ABSENCE

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

Section 2. Services Upon a Jury. Leaves of absence with pay for jury duty, court ordered appearances of legislative bodies as witnesses are permitted, as provided in the Civil Service Rules.

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

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

ARTICLE 22 - LAYOFF AND TERMINATIONS

Section 1. Layoff. In reduction of forces, all temporary employees shall be first removed, and layoff shall be in orderly fashion in strict accordance with the established seniority roster per classification first, and second by total departmental time in the inverse order of hiring, and rehiring shall be in inverse order of layoff.

Section 2. Layoff Notice. Written notice of layoff contemplated shall be served upon the employees, and a copy to the Union, at least ten (10) days prior to such layoff.

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

ARTICLE 23 - GRIEVANCE PROCEDURE

A. Employee Rights of Protection and Representation:

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

Section 2. Every employee shall have the right to present 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 3. 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 to the grievance procedure contained herein.

B. Grievance Defined:

Section 1. A grievance shall be defined as a dispute or disagreement raised by any employee against the Employer involving the interpretation or application of the specific provisions of this agreement, 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 his/her representative shall submit his/her grievance to his/her supervisor who, within three (3) working days thereafter, shall give his/her answer.

Step 2: If the grievance is not settled in Step 1, the employee and/or his/her representative shall present the matter in writing to the employee's Department Head (Appointing Authority) within seven (7) calendar days after receipt of the Supervisor's answer. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested.

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.

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 in the application of laws and rules and regulations having the force and effect of law. If the arbitrator finds that the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, he/she shall return the matters to the parties without decision.

The arbitrator shall submit 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 divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at 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 24 - RETENTION OF BENEFITS, SEPARABILITY

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

Section 2. 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, from 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.

ARTICLE 25 - 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, and 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 of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accumulated sick leave hours shall not exceed the

maximum allowable hours of sick leave accumulation for the individual employee pursuant to Article 11, Section 2. 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 reinstate the terms of Article 23 of the 2000-2001 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 is agreed 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 26 - EQUAL APPLICATION

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

ARTICLE 27 - RENEWAL AND ARBITRATION

Section 1. This Agreement shall continue in full force and effect from the first day of January, 2012 through December 31, 2014, and from year to year thereafter unless either party hereto shall give written notice to the other on or before sixty (60) days prior to the expiration date. During any negotiation period this agreement shall continue in effect.

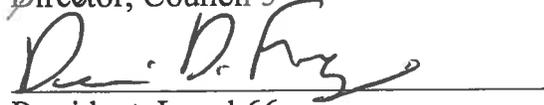
Section 2. Arbitration. Should meetings to resolve differences result in no resolve, the matters being considered may be submitted to the State Mediation Department and to arbitration.

Section 3. The Employer will print the contract for distribution to all present and future employees.

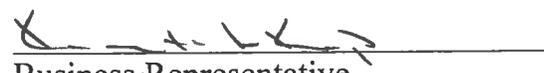
FOR THE UNION:



Director, Council 5



President, Local 66



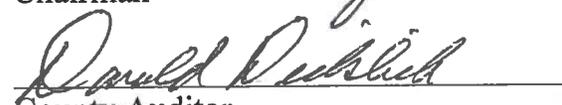
~~Business Representative~~
Field

Date: 10-30-13

FOR THE COUNTY BOARD



Chairman

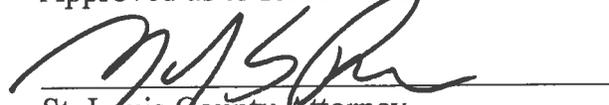


County Auditor



Steven C. Fecker, Labor Negotiator*

Approved as to form and execution:



St. Louis County Attorney

*Not a party to this Agreement.

EXHIBIT A

ST. LOUIS COUNTY CIVIL SERVICE - BASIC UNIT
2012 PAY PLAN
REFLECTS A 1.0% INCREASE FOR GRADES 7 - 21
EFFECTIVE 12/17/2011

Grade	Hourly	Bi-Weekly	SL 1	SL 2	SL 3	SL 4	SL 5	SL L1	SL L2	SL L3	SL L4	SL L5
B07	13.51	1013.25	2195	2260	2325	2398	2478	2555	2639	2724	2813	2914
B08	13.91	1043.25	2260	2325	2398	2478	2555	2639	2724	2813	2914	3014
B09	14.31	1073.25	2325	2398	2478	2555	2639	2724	2813	2914	3014	3123
B10	14.76	1107.00	2398	2478	2555	2639	2724	2813	2914	3014	3123	3234
B11	15.25	1143.75	2478	2555	2639	2724	2813	2914	3014	3123	3234	3348
B12	15.72	1179.00	2555	2639	2724	2813	2914	3014	3123	3234	3348	3463
B13	16.24	1218.00	2639	2724	2813	2914	3014	3123	3234	3348	3463	3586
B14	16.76	1257.00	2724	2813	2914	3014	3123	3234	3348	3463	3586	3725
B15	17.31	1298.25	2813	2914	3014	3123	3234	3348	3463	3586	3725	3864
B16	17.85	1344.75	2914	3014	3123	3234	3348	3463	3586	3725	3864	4012
B17	18.55	1391.25	3014	3123	3234	3348	3463	3586	3725	3864	4012	4163
B18	19.22	1441.50	3123	3234	3348	3463	3586	3725	3864	4012	4163	4319
B19	19.90	1492.50	3234	3348	3463	3586	3725	3864	4012	4163	4319	4485
B20	20.60	1545.00	3348	3463	3586	3725	3864	4012	4163	4319	4485	4659
B21	21.31	1598.25	3463	3586	3725	3864	4012	4163	4319	4485	4659	4833
B22	22.07	1655.25	3586	3725	3864	4012	4163	4319	4485	4659	4833	5025
B23	22.92	1719.00	3725	3864	4012	4163	4319	4485	4659	4833	5025	5221
B24	23.78	1783.50	3864	4012	4163	4319	4485	4659	4833	5025	5221	5421
B25	24.68	1851.75	4012	4163	4319	4485	4659	4833	5025	5221	5421	5627
B26	25.62	1921.50	4163	4319	4485	4659	4833	5025	5221	5421	5627	5853
B27	26.58	1993.50	4319	4485	4659	4833	5025	5221	5421	5627	5853	6082
B28	27.80	2070.00	4485	4659	4833	5025	5221	5421	5627	5853	6082	6320
B29	28.67	2150.25	4659	4833	5025	5221	5421	5627	5853	6082	6320	6559
B30	29.74	2230.50	4833	5025	5221	5421	5627	5853	6082	6320	6559	6819
B31	30.92	2319.00	5025	5221	5421	5627	5853	6082	6320	6559	6819	7083
B32	32.13	2408.75	5221	5421	5627	5853	6082	6320	6559	6819	7083	7363
B33	33.36	2502.00	5421	5627	5853	6082	6320	6559	6819	7083	7363	7655
B34	34.63	2597.25	5627	5853	6082	6320	6559	6819	7083	7363	7655	7958
B35	36.02	2701.50	5853	6082	6320	6559	6819	7083	7363	7655	7958	8268
B36	37.43	2807.25	6082	6320	6559	6819	7083	7363	7655	7958	8268	8601
B37	38.89	2916.75	6320	6559	6819	7083	7363	7655	7958	8268	8601	8946
B38	40.36	3027.00	6559	6819	7083	7363	7655	7958	8268	8601	8946	9300
			Bi-weekly	3147.00	3269.25	3396.25	3533.25	3672.75	3816.00	3969.75	4128.75	4292.25
			Hourly	41.96	43.59	45.31	47.11	48.97	50.88	52.93	55.05	57.23

EXHIBIT A

ST. LOUIS COUNTY CIVIL SERVICE - BASIC UNIT
 2012 PAY PLAN
 REFLECTS A 1.0% INCREASE FOR GRADES 1 - 6
 EFFECTIVE 12/17/2011

PAY PLAN B1

Grade	Hourly	Bi-Weekly	St. 1	St. 2	St. 3	St. 4	St. 5	St. L1	St. L2	St. L3	St. L4	St. L5
B01	11.51	863.25	1870	1926	1973	2030	2083	2147	2213	2277	2343	2416
B02	11.85	888.75	1926	1973	2030	2083	2147	2213	2277	2343	2416	2486
B03	12.14	910.50	1973	2030	2083	2147	2213	2277	2343	2416	2486	2571
B04	12.49	936.75	2030	2083	2147	2213	2277	2343	2416	2486	2571	2657
B05	12.82	961.50	2083	2147	2213	2277	2343	2416	2486	2571	2657	2740
B06	13.21	990.75	2147	2213	2277	2343	2416	2486	2571	2657	2740	2831
			Biweekly	1021.50	1050.75	1081.50	1115.25	1152.00	1186.50	1226.25	1264.50	1306.50
			Hourly	13.62	14.01	14.42	14.87	15.36	15.82	16.35	16.86	17.42

EXHIBIT B

ST. LOUIS COUNTY CIVIL SERVICE - BASIC UNIT
2013 PAY PLAN
REFLECTS A 1.5% INCREASE FOR GRADES 7 - 21
EFFECTIVE 12/15/2012

Grade	Hourly	Bi-Weekly	SL 1	SL 2	SL 3	SL 4	SL 5	SL L1	SL L2	SL L3	SL L4	SL L5
B07	13.71	1028.25	2228	2295	2360	2434	2516	2594	2678	2764	2855	2958
B08	14.12	1058.00	2285	2360	2434	2516	2594	2678	2764	2855	2958	3060
B09	14.52	1089.00	2380	2434	2516	2594	2678	2764	2855	2958	3060	3170
B10	14.98	1123.50	2434	2516	2594	2678	2764	2855	2958	3060	3170	3283
B11	15.48	1161.00	2516	2594	2678	2764	2855	2958	3060	3170	3283	3398
B12	15.96	1197.00	2594	2678	2764	2855	2958	3060	3170	3283	3398	3515
B13	16.48	1236.00	2678	2764	2855	2958	3060	3170	3283	3398	3515	3640
B14	17.01	1275.75	2764	2855	2958	3060	3170	3283	3398	3515	3640	3780
B15	17.57	1317.75	2855	2958	3060	3170	3283	3398	3515	3640	3780	3923
B16	18.20	1365.00	2958	3060	3170	3283	3398	3515	3640	3780	3923	4072
B17	18.83	1412.25	3060	3170	3283	3398	3515	3640	3780	3923	4072	4225
B18	19.51	1463.25	3170	3283	3398	3515	3640	3780	3923	4072	4225	4384
B19	20.20	1515.00	3283	3398	3515	3640	3780	3923	4072	4225	4384	4552
B20	20.91	1568.25	3398	3515	3640	3780	3923	4072	4225	4384	4552	4729
B21	21.63	1622.25	3515	3640	3780	3923	4072	4225	4384	4552	4729	4806
B22	22.40	1680.00	3640	3780	3923	4072	4225	4384	4552	4729	4806	5099
B23	23.26	1744.50	3780	3923	4072	4225	4384	4552	4729	4806	5099	5299
B24	24.14	1810.50	3923	4072	4225	4384	4552	4729	4806	5099	5299	5502
B25	25.06	1879.50	4072	4225	4384	4552	4729	4806	5099	5299	5502	5712
B26	26.00	1950.00	4225	4384	4552	4729	4806	5099	5299	5502	5712	5941
B27	26.98	2023.50	4384	4552	4729	4806	5099	5299	5502	5712	5941	6173
B28	28.01	2100.75	4552	4729	4806	5099	5299	5502	5712	5941	6173	6414
B29	29.10	2182.50	4729	4806	5099	5299	5502	5712	5941	6173	6414	6658
B30	30.19	2264.25	4806	5099	5299	5502	5712	5941	6173	6414	6658	6921
B31	31.38	2353.50	5099	5299	5502	5712	5941	6173	6414	6658	6921	7189
B32	32.81	2445.75	5299	5502	5712	5941	6173	6414	6658	6921	7189	7473
B33	33.86	2539.50	5502	5712	5941	6173	6414	6658	6921	7189	7473	7771
B34	35.15	2636.25	5712	5941	6173	6414	6658	6921	7189	7473	7771	8076
B35	35.56	2742.00	5941	6173	6414	6658	6921	7189	7473	7771	8076	8392
B36	37.99	2849.25	6173	6414	6658	6921	7189	7473	7771	8076	8392	8730
B37	38.47	2960.25	6414	6658	6921	7189	7473	7771	8076	8392	8730	9081
B38	40.97	3072.75	6658	6921	7189	7473	7771	8076	8392	8730	9081	9440
			Biweekly	3194.25	3318.00	3449.25	3566.50	3727.50	3873.00	4029.00	4191.00	4356.75
			Hourly	42.59	44.24	45.99	47.82	48.70	51.64	53.72	55.98	58.08

EXHIBIT B

ST. LOUIS COUNTY CIVIL SERVICE - BASIC UNIT
 2013 PAY PLAN
 REFLECTS A 1.5% INCREASE FOR GRADES 1 - 6
 EFFECTIVE 12/15/2012

PAY PLAN B1

Grade	Hourly	Bi-Weekly	SL 1	SL 2	SL 3	SL 4	SL 5	SL L1	SL L2	SL L3	SL L4	SL L5
B01	11.68	876.00	1898	1955	2002	2061	2114	2179	2246	2311	2379	2452
B02	12.03	902.25	1955	2002	2061	2114	2179	2246	2311	2379	2452	2533
B03	12.32	924.00	2002	2061	2114	2179	2246	2311	2379	2452	2533	2610
B04	12.68	951.00	2061	2114	2179	2246	2311	2379	2452	2533	2610	2698
B05	13.01	975.75	2114	2179	2246	2311	2379	2452	2533	2610	2698	2780
B06	13.41	1005.75	2179	2246	2311	2379	2452	2533	2610	2698	2780	2873
			Biweekly	1036.50	1066.50	1096.00	1131.75	1169.25	1204.50	1245.00	1283.25	1326.00
			Hourly	13.82	14.22	14.64	15.09	15.59	16.06	16.60	17.11	17.68

EXHIBIT C

PAY PLAN B1
 ST. LOUIS COUNTY CIVIL SERVICE - BASIC UNIT
 2014 PAY PLAN
 REFLECTS A 2.0% INCREASE FOR GRADES 7 - 21
 EFFECTIVE 12/14/2013

Grade	Hourly	Bi-Weekly	St. 1	St. 2	St. 3	St. 4	St. 5	St. L1	St. L2	St. L3	St. L4	St. L5
B07	13.98	1048.50	2272	2340	2407	2483	2566	2646	2732	2819	2912	3016
B08	14.40	1080.00	2407	2483	2566	2646	2732	2819	2912	3016	3122	3234
B09	14.81	1110.75	2483	2566	2646	2732	2819	2912	3016	3122	3234	3348
B10	15.28	1146.00	2566	2646	2732	2819	2912	3016	3122	3234	3348	3466
B11	15.79	1184.25	2646	2732	2819	2912	3016	3122	3234	3348	3466	3585
B12	16.28	1221.00	2819	2912	3016	3122	3234	3348	3466	3585	3713	3856
B13	16.81	1260.75	2912	3016	3122	3234	3348	3466	3585	3713	3856	4001
B14	17.35	1301.25	2819	3016	3122	3234	3348	3466	3585	3713	3856	4154
B15	17.92	1344.00	2912	3016	3122	3234	3348	3466	3585	3713	3856	4310
B16	18.56	1392.00	3016	3122	3234	3348	3466	3585	3713	3856	4001	4154
B17	19.21	1440.75	3122	3234	3348	3466	3585	3713	3856	4001	4154	4310
B18	19.90	1492.50	3234	3348	3466	3585	3713	3856	4001	4154	4310	4472
B19	20.60	1545.00	3348	3466	3585	3713	3856	4001	4154	4310	4472	4643
B20	21.33	1599.75	3466	3585	3713	3856	4001	4154	4310	4472	4643	4823
B21	22.06	1654.50	3585	3713	3856	4001	4154	4310	4472	4643	4823	5003
B22	22.85	1713.75	3713	3856	4001	4154	4310	4472	4643	4823	5003	5202
B23	23.73	1779.75	3856	4001	4154	4310	4472	4643	4823	5003	5202	5405
B24	24.62	1846.50	4001	4154	4310	4472	4643	4823	5003	5202	5405	5613
B25	25.56	1917.00	4154	4310	4472	4643	4823	5003	5202	5405	5613	5826
B26	26.52	1989.00	4310	4472	4643	4823	5003	5202	5405	5613	5826	6060
B27	27.52	2064.00	4472	4643	4823	5003	5202	5405	5613	5826	6060	6297
B28	28.57	2142.75	4643	4823	5003	5202	5405	5613	5826	6060	6297	6542
B29	29.68	2226.00	4823	5003	5202	5405	5613	5826	6060	6297	6542	6791
B30	30.79	2309.25	5003	5202	5405	5613	5826	6060	6297	6542	6791	7059
B31	32.01	2400.75	5202	5405	5613	5826	6060	6297	6542	6791	7059	7332
B32	33.26	2484.50	5405	5613	5826	6060	6297	6542	6791	7059	7332	7623
B33	34.54	2580.50	5613	5826	6060	6297	6542	6791	7059	7332	7623	7927
B34	35.85	2688.75	5826	6060	6297	6542	6791	7059	7332	7623	7927	8237
B35	37.29	2796.75	6060	6297	6542	6791	7059	7332	7623	7927	8237	8559
B36	38.75	2906.25	6297	6542	6791	7059	7332	7623	7927	8237	8559	8903
B37	40.26	3019.50	6542	6791	7059	7332	7623	7927	8237	8559	8903	9263
B38	41.79	3134.25	6791	7059	7332	7623	7927	8237	8559	8903	9263	9628
			Biweekly	3258.00	3384.00	3518.25	3656.50	3801.75	3950.25	4109.25	4275.00	4443.75
			Hourly	43.44	45.12	46.91	48.78	50.69	52.67	54.79	57.00	59.25

EXHIBIT C

ST. LOUIS COUNTY CIVIL SERVICE - BASIC UNIT
 2014 PAY PLAN
 REFLECTS A 2.0% INCREASE FOR GRADES 1 - 6
 EFFECTIVE 12/14/2013

PAY PLAN B1

Grade	Hourly	Bi-Weekly	St. 1	St. 2	St. 3	St. 4	St. 5	St. L1	St. L2	St. L3	St. L4	St. L5
B01	11.91	893.25	1935	1984	2043	2101	2156	2223	2291	2356	2426	2501
B02	12.27	920.25	1984	2043	2101	2156	2223	2291	2356	2426	2501	2584
B03	12.57	942.75	2043	2101	2156	2223	2291	2356	2426	2501	2584	2662
B04	12.93	969.75	2101	2156	2223	2291	2356	2426	2501	2584	2662	2751
B05	13.27	985.25	2156	2223	2291	2356	2426	2501	2584	2662	2751	2836
B06	13.68	1026.00	2223	2291	2356	2426	2501	2584	2662	2751	2836	2930
			Biweekly	1057.50	1087.50	1119.75	1154.25	1192.50	1226.50	1269.75	1308.75	1352.25
			Hourly	14.10	14.50	14.93	15.39	15.90	16.36	16.93	17.45	18.03

EXHIBIT D**ST. LOUIS COUNTY JOB CLASSIFICATIONS AS OF SEPTEMBER 17, 2013**

<u>CLASSIFICATION</u>	<u>GRADE</u>	<u>PAYPLAN</u>
ACCOUNTANT	B21	B1
ACCOUNTING TECHNICIAN	B18	B1
ASSISTANT MINE INSPECTOR I	B17	B1
ASSISTANT MINE INSPECTOR II	B19	B1
AUTOMOTIVE TECHNICIAN	B16	B1
BUILDING MAINTENANCE HELPER	B15	B1
BUILDING MAINTENANCE WORKER	B18	B1
BUSINESS SYSTEMS ANALYST	B20	B1
BUYER I	B16	B1
CARPENTER	B18	B1
CHILD SUPPORT OFFICER I	B18	B1
CHILD SUPPORT OFFICER II	B20	B1
CIVIL DEFENSE COORDINATOR	B18	B1
COMMUNITY DEVELOPMENT REPRESENTATIVE	B20	B1
CONTRACT AND PROCUREMENT SPECIALIST	B17	B1
COOK SUPERVISOR - JAIL	B15	B1
COOK-JAIL	B14	B1
CUSTODIAN	B06	B1
DRAFTING/PROPERTY RECORDS TECHNICIAN	B14	B1
DRAFTING/PROPERTY RECORDS TECHNICIAN	B16	B1
ELECTRONIC SYSTEMS TECHNICIAN	B21	B1
ELIGIBILITY INVESTIGATOR	B17	B1
ENGINEERING AIDE	B10	B1
ENGINEERING AIDE TRAINEE	B01	B1
ENGINEERING TECHNICIAN	B16	B1
ENGINEERING TECHNICIAN INTERMEDIATE	B20	B1
ENGINEERING TECHNICIAN SENIOR	B22	B1
ENVIRONMENTAL HEALTH SPECIALIST	B21	B1
ENVIRONMENTAL HEALTH TECHNICIAN	B19	B1
ENVIRONMENTAL PROJECT MANAGER	B23	B1
ENVIRONMENTAL TECHNICIAN	B20	B1
EQUIPMENT OPERATOR II	B12	B1
FAD-TRAINING FACILITATOR	B17	B1
FINANCIAL WORKER	B13	B1
FINANCIAL WORKER SENIOR	B15	B1
FOREST RECREATION SPECIALIST	B20	B1
FOREST SURVEY SPECIALIST	B18	B1
FORESTER I	B20	B1
FORESTER II	B22	B1
FORESTER III	B24	B1
FORESTER TRAINEE	B18	B1
FORESTRY TECHNICIAN I	B16	B1
FORESTRY TECHNICIAN II	B19	B1

EXHIBIT D

<u>CLASSIFICATION</u>	<u>GRADE</u>	<u>PAYPLAN</u>
FORESTRY TECHNICIAN III	B21	B1
FORESTRY TECHNICIAN TRAINEE	B14	B1
GIS PRINCIPAL	B23	B1
GIS SPECIALIST	B21	B1
GIS TECHNICIAN	B17	B1
GRADUATE ENGINEER	B21/1-5	B1
HAZARDOUS/INDUSTRIAL WASTE SPECIALIST	B19	B1
HEAD JANITOR	B14	B1
HOMECARE SPECIALIST-HOME HEALTH AIDE	B06	B1
INFORMATION SPECIALIST I	B04	B1
INFORMATION SPECIALIST I	B06	B1
INFORMATION SPECIALIST II	B10	B1
INFORMATION SPECIALIST II	B12	B1
INFORMATION SPECIALIST III	B14	B1
INFORMATION SPECIALIST III	B16	B1
INSURANCE AND CLAIMS SPECIALIST	B24	B1
INTERN TRAINEE	B04	B1
IT SERVICES TECHNICIAN	B11	B1
IT SUPPORT SPECIALIST	B16	B1
JANITOR	B09	B1
LAND STAFF APPRAISER	B20	B1
LAW LIBRARIAN	B20	B1
LEAD ELECTRONIC SYSTEMS TECHNICIAN	B23	B1
LEGAL SECRETARY I	B10	B1
LEGAL SECRETARY I	B12	B1
LEGAL SECRETARY II	B14	B1
LEGAL SECRETARY II	B16	B1
LOSS CONTROL SPECIALIST SENIOR	B25	B1
MICROGRAPHICS PRODUCTION OPERATOR	B11	B1
OFFICE ASSISTANT	B02	B1
OFFICE ASSISTANT	B03	B1
PLANNER I	B20	B1
PLANNER II	B22	B1
PLANNING TECHNICIAN	B17	B1
PRINCIPAL APPRAISER	B23	B1
PROPERTY ROOM TECHNICIAN	B15	B1
PUBLIC HEALTH ANALYST	B25	B1
PUBLIC HEALTH EDUCATOR I	B19	B1
PUBLIC HEALTH EDUCATOR II	B21	B1
PUBLIC HEALTH NURSE I	B22	B1
PUBLIC HEALTH NURSE I	B23	B1
PUBLIC HEALTH NURSE II	B24	B1
PUBLIC HEALTH NUTRITION EDUCATOR	B20	B1
REAL ESTATE APPRAISER I	B17	B1

EXHIBIT D

<u>CLASSIFICATION</u>	<u>GRADE</u>	<u>PAYPLAN</u>
REAL ESTATE APPRAISER II	B20	B1
RESOURCE DEVELOPMENT TECHNICIAN	B17	B1
RIGHT OF WAY AGENT	B23	B1
SENIOR BUYER	B19	B1
SERVICE WORKER	B01	B1
SOCIAL PROGRAMS COORDINATOR	B18	B1
SOCIAL SERVICES SPECIALIST I	B13	B1
SOCIAL SERVICES SPECIALIST II	B15	B1
SOILS SCIENTIST	B20	B1
SOLID WASTE TECHNICIAN	B14	B1
SOLID WASTE WORKER II	B09	B1
SOLID WASTE WORKER INTERMEDIATE	B06	B1
STATIONARY ENGINEER	B18	B1
SURVEY TECHNICIAN I	B15	B1
SURVEY TECHNICIAN II	B18	B1
SURVEY TECHNICIAN SENIOR	B21	B1
SURVEY TECHNICIAN TRAINEE	B12	B1
TAX FORFEITED LAND COORDINATOR	B23	B1
TECHNICAL SERVICES ANALYST I	B20	B1
TECHNICAL SERVICES ANALYST II	B24	B1
TECHNICAL SERVICES ANALYST III	B25	B1
TECHNICAL SERVICES COORDINATOR	B27	B1
TELECOMMUNICATIONS ANALYST II	B22	B1
TELECOMMUNICATIONS ANALYST III	B24	B1
UTILITY WORKER I	B03	B1
UTILITY WORKER II	B08	B1
VETERANS SERVICE OFFICER I	B18	B1
VETERANS SERVICE OFFICER II	B19	B1
WIRELESS COMMUNICATIONS COORDINATOR	B23	B1
WORKERS' COMPENSATION CASE COORDINATOR	B21	B1
YOUTH PROGRAM COORDINATOR	B17	B1
ZZ INFORMATION SPECIALIST I	B08	B1
ZZ INFORMATION SPECIALIST II	B13	B1
CORRECTIONS COUNSELOR	B20A	B4
JAIL PROGRAM OPERATIONS COORDINATOR	B21A	B4
PROGRAM FACILITATOR	B20A	B4



Saint Louis County

100 North 5th Avenue West, Rm. 202, Duluth, Minnesota 55802-1287 (218) 726-2562

February 27, 2002

Ms. Mary Theurer
Executive Director
AFSCME Council No. 96
211 West Second Street
Duluth, MN 55802

Re: 2002-2003 Civil Service Basic Unit Agreement
Meet and Confer Re: Telework

Dear Ms. Theurer:

This letter will confirm our discussion during negotiation of the above-referenced agreement regarding telework policies. St. Louis County is developing policies and procedures whereby certain employees designated by the Employer may be granted telework opportunities. The parties agree to meet and confer regarding the telework policies and procedures. If, as a result of these discussions, it is necessary to reopen the contract to address mandatory topics of negotiations, the parties agree that the contract may be reopened for this limited purpose. Our signatures below will indicate agreement to the terms of this letter on behalf of St. Louis County and AFSCME Council 96, respectively.

Yours very truly,


County Board Chairman

Accepted on behalf of
AFSCME Council 96:

By: *Jill Dean*
Its: _____

By: *W. J. Zaitany*
Its: *President of Council 96*

By: _____
Its: _____

"The mission of St. Louis County is to provide to its people those services mandated
by the Minnesota Constitution, expected by its citizens so as to provide a good quality of life"

Self-Insured Medical Plan Funding

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

The claims administrator (as of January 1, 2008, Blue Cross/Blue Shield of Minnesota) shall provide to the County, through the St. Louis County Health Insurance Committee, a recommended funding level determined by an actuarial calculation of projected claims incurred during the base experience period, projected cost trend factors for the renewal period, and total projected member months for the renewal period.

In addition to the claims administrator recommendation, the County Auditor shall provide to the St. Louis County Health Insurance Committee, a funding recommendation based on an unaudited medical Plan claims paid analysis during the then current Plan year.

The projected claims incurred data provided by the claims administrator, the paid claims analysis provided by the Auditor, the recommendation of the St. Louis County Health Insurance Committee, as well as all other health insurance costs and the current Health Insurance Fund balance, shall be given equal consideration by the St. Louis County Board in establishing a reasonable funding level for the subsequent Plan year. Provided, however, the funding level shall be sufficient to result in a projected fund balance as of the end of the subsequent Plan year which is not less than 20 percent of total Plan expenditures for the current year.

Based on the funding level established by the St. Louis County Board pursuant to the preceding paragraph, each Plan subscriber's monthly contribution toward the increased premium, commencing as of January 1 of the new Plan year, shall be computed as follows: the projected total active employee revenue increase for the Plan year times twenty (20) percent, divided by the number of active employee contracts as of October of the preceding year, divided by twelve (12)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 the Plan subscriber's monthly contribution toward the increased funding level as established for prior Plan years that this Memorandum of Understanding has been in effect, as shown in the example set forth on the attached sheet.

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.

EXHIBIT F

FOR THE BOARD

Alvin Paulson
Chairman

6-29-10
Date

FOR THE UNION

John T. Kesteven
Director, Council 5

Alvin Nelson
President, Local 66

David J. [Signature]
Business Representative

6-2-10
Date



Saint Louis County

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

April 19, 2010

Robert L. Buckingham
Field Representative
AFSCME Council 5
503 Maple Street
Brainerd, MN 56401

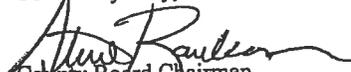
Dear Mr. Buckingham,

This letter will confirm that the following employees (as identified by employee number) have grandfathered status which excludes them from being subject to the proration language contained in Section 6 of Article 12 of the 2010/2011 contract.

Employee Number:
009383
066718
085452

It is agreed that the above referenced employees will continue to be subject to the eligibility requirements previously in effect, including the one thousand (1,000) rule so long as the employee remains in a full-time position or in the part-time position the employee occupied at the time of ratification of the 1996-1997 agreement. If the above referenced employees goes from full-time to part-time or changes part-time positions, they will be subject to the proration language contained in the 2010-2011 collective bargaining agreement.

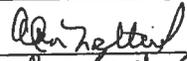
Yours very truly,


County Board Chairman

Accepted on behalf of AFSCME Council 5:

By: 
Its: William Bonetto

By: 
Its: Alan Paulson

By: 
Its: President Local 661



Saint Louis County

Administration • 100 North Fifth Avenue West, Room 202 • Duluth, MN 55802
Phone: (218) 726-2450 • Fax: (218) 726-2469 • www.co.st-louis.mn.us

September 20, 2013

Mr. Ken Loeffler-Kemp
Field Representative
AFSCME Council 5
211 West Second Street, Suite 200
Duluth, MN 55802

RE: 2012-2014 St. Louis County Civil Service Basic Unit Agreement

Dear Mr. Loeffler-Kemp,

This letter will confirm that during negotiation of the 2012-2014 Civil Service Basic Unit agreement, the parties agreed that the contract could be reopened upon mutual agreement for the limited purpose of negotiating proposed benefit changes to the St. Louis County health plan.

Also, the parties agreed to meet and confer regarding updates to the MIS Remote Support/Stand-By Agreement.

Yours very truly,

County Board Chairman

Accepted on behalf of AFSCME Council 5:

By:
Its: Field Rep

By:
Its: Local 66 President

By:
Its: Field Director

"An Equal Opportunity Employer"

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

This Supplemental Agreement to the Civil Service Basic Unit labor agreement is effective the 1st day of January, 2012.

A. Remote Support

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

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

<u>Time of Call for Remote Support¹</u>	<u>Minimum Compensation</u>
After 8:00 a.m. until 4:30 p.m.	1 hour @ time and one half
After 4:30 p.m. until 8:00 a.m.	2 hours @ time and one half
<u>Holidays – Time of Call for Remote Support¹</u>	<u>Minimum Compensation</u>
After 8:00 a.m. until 4:30 p.m.	1 hour @ double time and one half
After 4:30 p.m. until 8:00 a.m.	2 hours @ double time and one half

Provided, however, a request for remote support which requires that the employee travel to the County work site will be compensated in accordance with Article 7, Call Back, of the Civil Service Basic Unit labor agreement, regardless of the time the call is received.

¹ Time changes are effective the start of the pay period following County Board ratification of the 2012-2014 Civil Service Basic Unit Agreement.

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

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

B. Stand-By

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

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

Employees within eligible classifications may advise the Department Head of their desire to be included or not included in the stand-by duty assignment pool. Although all qualified employees in the eligible classifications are subject to stand-by duty assignment pursuant to the terms of this Supplemental Agreement, the Department will take into consideration an employee's desire to not be included in the pool, and will not assign the employee to stand-by, subject to, however, the Department's ability to obtain adequate staffing of stand-by duty assignments. Qualified, eligible employees who volunteer for and are accepted into the stand-by assignment pool shall be appointed to the pool in the order of seniority and shall be deemed to have given a commitment of a minimum of one year of participation in the pool. In no case shall the Department Head assign an employee to an involuntary stand-by assignment for a period of

more than two (2) years without a break of one (1) year. Qualified, eligible employees involuntarily assigned to the stand-by pool shall be assigned in the reverse order of seniority.

B.3 Stand-By Shifts: Stand-by shifts shall be from 4:30 p.m. to 7:00 a.m. Monday through Thursday and from 4:30 p.m. Friday continuously to 7:00 a.m. Monday. In addition, on holidays as designated in Article 8, Section 1 of the Civil Service Basic Unit labor agreement, stand-by shall be continuous from 4:30 p.m. the day preceding the holiday to 7:00 a.m. the day following the holiday.

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

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

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

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

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

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

may be subject to additional disciplinary action based on just cause and subject to the contractual grievance procedure.

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

B.8 Integration: This Supplemental Agreement shall be attached to and considered part of the Civil Service Basic Unit labor agreement. All provisions of the Civil Service Basic Unit labor agreement not specifically modified herein shall continue in full force and effect for employees covered by this Supplemental Agreement.

Dated this 22nd day of October, 2013.

FOR THE COUNTY BOARD:


Chairman


IT Department Head


County Auditor


Steven C. Fecker, Labor Negotiator*

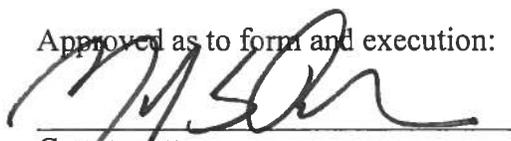
FOR THE UNION:


Field Director, AFSCME Council 5


President, Local 66


Business Agent Field Rep

Approved as to form and execution:


County Attorney

*Not a party to Labor Agreement.

ATTACHMENT A

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

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



Saint Louis County

Administration • 100 North Fifth Avenue West, Room 202 • Duluth, MN 55802
Phone: (218) 726-2450 • Fax: (218) 726-2469 • www.co.st-louis.mn.us

September 20, 2013

Mr. Ken Loeffler-Kemp
Business Representative
AFSCME Council 5
211 West Second Street, Suite 205
Duluth, MN 55802

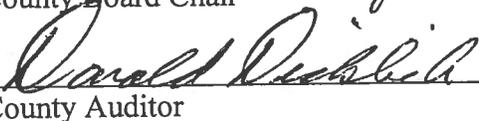
**Re: 2012-2014 St. Louis County Civil Service Basic Unit
One Time Lump Sum Payment**

Dear Mr. Loeffler-Kemp:

This letter will confirm that during negotiation of the above-referenced agreement it was agreed that the Employer shall pay each bargaining unit employee who is employed as of the date of ratification by the Union a one time lump sum cash payment not added to base in the gross amount of \$480.00, pro-rated for part-time, subject to usual payroll deductions, payable upon ratification by the County Board.

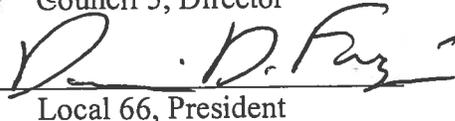
Yours very truly,

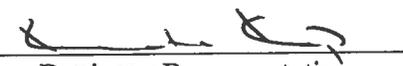

County Board Chair


County Auditor

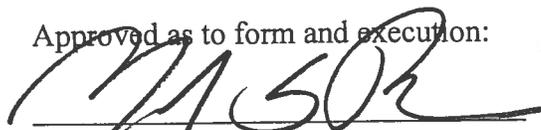
Accepted on behalf of AFSCME Council 5,
Local 66

By: 
Council 5, Director

By: 
Local 66, President

By: 
~~Business Representative~~
Field

Approved as to form and execution:


County Attorney



*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: October 22, 2013 Resolution No. 13-656
Offered by Commissioner: Nelson*

Civil Service Basic Unit Bargaining Agreement 2012-2014

RESOLVED, That the 2012-2014 Civil Service Basic Unit contract is ratified and the appropriate county officials are authorized to execute the Collective Bargaining Unit Agreement, a copy of which is on file in County Board File No. 59746.

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

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 22nd day of October, A.D. 2013, and that this is a true and correct copy

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 22nd day of October, A.D., 2013.

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor