

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

2020-2022

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

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

**ARTICLE 1**  
**RECOGNITION**

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

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

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

## **ARTICLE 2**

### **UNION SECURITY, UNION ACCESS**

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

Section 2. Upon presentation of a duly-signed authorization card, the Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. The Union shall notify the Employer of the amount designated by each contributing employee that is to be deducted from the employee's paycheck on a payroll period basis for all payroll periods worked. The phrase "payroll periods worked" excludes any payroll period other than a payroll period in which the employee earned a wage. The Employer shall transmit to the Union office on a payroll period basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction was made, the employee's social security number, and the amount deducted for each employee.

Section 3. The Union will hold harmless and indemnify the County against any and all claims, suits, losses, orders, verdicts, or judgments against the County resulting from action taken by the County pursuant to the provisions of this Article.

Section 4. Representatives of the Union shall have access to the premises to meet and confer with unit members, but the Union agrees not to interfere with the normal operation of the County at any time. The Union shall certify in writing to the County Board and the Supervisor of the Public Works Department Maintenance Divisions the names of each steward within the unit, the geographic unit of responsibility of each steward, and the name and address of each business representative(s) of the Union who will be representing employees of this unit.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

The Employer has and retains the right to operate, manage and control its properties and facilities, to establish functions and programs, to set budgets, to determine the utilization of technology, to establish or modify its organizational structure, to maintain order and efficiency, determine the number of personnel and the amount of supervision, to hire, promote, transfer, assign, suspend, demote, discharge or retain the employees in this unit, and to take whatever action necessary to carry out the mission of the County in situations of emergency. Such rights and responsibilities are limited only as specifically stated in this Agreement.

## **ARTICLE 4 INDIVIDUAL RIGHTS**

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

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

## **ARTICLE 5 WORK STOPPAGES**

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

## **ARTICLE 6 SENIORITY**

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

There shall be four seniority lists, defined as follows:

1. EMPLOYER SENIORITY: Total accumulated seniority, as defined above, during St. Louis County employment. Employer Seniority applies for step increases and vacation accrual.

2. COUNTY CLASSIFICATION SENIORITY: A list of all employees with seniority rights in each classification in the Public Works Department. An employee continues to accrue Classification Seniority in each classification in which the employee has previously worked which has the same or lower pay grade than the employee's current classification. County Classification Seniority applies for bumping rights. County classification seniority shall have the same meaning as departmental seniority.
3. DISTRICT CLASSIFICATION SENIORITY: Total Classification Seniority in the employee's current classification for each employee currently assigned to the District.
4. WORK REPORTING STATION CLASSIFICATION SENIORITY: Total Classification Seniority in the employee's current classification for each employee currently assigned to the work reporting station. Work Reporting Classification Seniority applies for overtime distribution.

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

## **ARTICLE 7**

### **PROBATION, PROMOTION, PROVISIONAL APPOINTMENT, LAYOFF AND TERMINATION**

Section 1. Probation. Unless extended by the Department Head not to exceed one year, the probation period for all full-time employees shall be six months paid service and for part-time employees, six months or 1,000 hours paid service, whichever occurs later. A Department Head may extend the probationary period of an employee, not to exceed 24 calendar months, if the employee is unable to perform a majority of the essential functions of their position due to an approved work accommodation or approved leave of absence, up to an equivalent duration of the leave of absence. Anytime during the extended probation period, the department head can decide to accept the employee as qualified. If an employee is discharged during the probation period for original appointment, the employee shall not have any rights under the grievance procedure contained herein.

Section 2. Promotion. Employees upon promotion to higher classification shall have the option at any time during the probationary period to accept a voluntary demotion to the position from which promoted provided that the position is not filled permanently. At the option of the County, the employee accepting a voluntary demotion may be returned to a different position in the same classification.

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

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

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

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

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

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

Section 6. Voluntary Transfer.

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

who is offered that transfer must accept the transfer and relocate. The Employer shall give prior written notice to the Union of each vacancy to be filled.

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

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

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

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

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



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

## **ARTICLE 8 DISCIPLINE**

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

## **ARTICLE 9 GRIEVANCE PROCEDURE**

### **A. Employee Rights of Protection and Representation:**

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

utilized. The choice of any one procedure precludes the aggrieved employee(s) from making a subsequent grievance or appeal under any other procedure(s).

B. Grievance Defined:

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

Sec. 2. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the County to take the action complained of, subject, however, to the final resolution of the grievance.

C. Grievance Procedure:

In the event an employee covered by this Agreement claims that the employee's rights or privileges under this Agreement have been violated, the matter shall be resolved in accordance with the following procedure:

Step 1: Within ten (10) working days after the first occurrence of the event giving rise to the claimed violation, the employee and/or the employee's representative shall submit the grievance in writing to the Supervisor who, within ten (10) working days thereafter shall give an answer. Thereafter the parties shall have ten (10) working days to attempt to resolve the grievance by mutual agreement.

Step 2: If the grievance is not settled in Step 1, the employee and/or the employee's representative shall present the matter in writing to the employee's Department Head (appointing authority) within ten (10) working days after receipt of the foreman's answer. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the relief requested.

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

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

Step 3: If the grievance is not settled in Step 2, the Union shall present the matter in writing to the County Grievance Board within ten (10) working days after receipt of the Department Head's written answer. The Grievance Board shall be composed of three (3) members appointed by the County Board of Commissioners.

Within fifteen (15) working days of receipt of such written grievance, the County Grievance Board shall schedule a hearing into the matter, after the close of which it shall render its decision no later than fifteen (15) working days thereafter.

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

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the County Grievance Board's decision. The County and the Union shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) working days, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The arbitrator chosen shall be notified of the selection by a joint letter from the County and the Union requesting that the arbitrator set a time and place, subject to the availability of the County and the Union representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issues submitted to the arbitrator in writing by the County and the Union, and shall have no authority to make a decision on any other issue not so submitted to the arbitrator. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying the application of laws and rules and regulations having the force and effect of law. If the arbitrator finds that the grievance concerns matters

not covered by this Agreement or the procedures contained herein have not been adhered to, the arbitrator shall return the matter to the parties without decision.

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

The fees and expenses of the arbitrator shall be divided equally between the County and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

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

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

## **ARTICLE 10**

### **WAGE RATES AND PAY DATES**

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

Section 2. The monthly and hourly rates annexed hereto as Exhibit "A" shall be paid to all employees within this jurisdiction during payroll year 2020 effective December 21, 2019 (\$0.55 + 2.00%). The monthly and hourly rates annexed hereto as Exhibit "B" shall be paid to all employees within this jurisdiction during the payroll year 2021 effective December 19, 2020 (2.25%). The monthly and hourly rates annexed hereto as Exhibit "C" shall be paid to all employees within this jurisdiction during the payroll year 2022 effective December 18, 2021 (2.25%). Employees who have resigned, other than a retirement during the contract duration, or have involuntarily separated are not eligible to receive retroactive pay increases. Wage adjustments will be applied for the full pay period covered by the first bi-weekly paycheck of the new contract. No lower or higher rates of pay shall be paid unless previously negotiated between the Employer and the Union. When a new classification is created, the rate of pay for such new classification shall be negotiated between the Employer and the Union.

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

Beginning December 18, 2021, 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 8<sup>th</sup>, 10<sup>th</sup>, 12<sup>th</sup>, 14<sup>th</sup>, 16<sup>th</sup>, 18<sup>th</sup>, 20<sup>th</sup> and 22<sup>nd</sup> consecutive years of service without a break in employment. All such increases shall be carried in promotion or demotion. If an employee is denied a longevity step due to failure to receive a performance rating of competent, the employee may either (1) file a grievance pursuant to this Agreement; or (2) appeal to the Civil Service Commission if allowed by the Civil Service Rules, but the employee may not pursue both a grievance and an appeal to the Civil Service Commission.

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

register, then selection shall be made by work reporting station seniority from the highest supervised class within the area of expertise

Intermittent supervisors shall work an 8-hour day. Intermittent supervisors will be eligible for private use allowance only for time actually worked performing duties of Highway Maintenance Divisions Unit classifications for which private use would be payable.

## **ARTICLE 11**

### **WORK WEEK, OVERTIME, EMERGENCY CALL-OUT**

Section 1. All employees required to work over eight (8) hours per day or forty (40) hours per week shall be paid in cash at the overtime rate of one and one-half (1½) times their regular rate. Employees shall be paid two (2) times their regular rate for all consecutive hours worked in excess of twelve consecutive hours of work. Authorized paid time off in the form of vacation, personal leave or holiday pay shall count as “hours worked” for the purpose of computing overtime. Sick leave and compensatory time shall not count as “hours worked” for the purpose of computing overtime. [Note: Emergency call-outs will continue to be paid as overtime under Article 11, Section 2, even if the employee uses sick leave or compensatory time during the week.]

However, each hour worked over eight (8) per day or forty (40) per week may be taken off as compensatory time at time and one-half and each consecutive hour in excess of twelve consecutive hours may be taken off as compensatory time at double time. An employee may bank up to 160 hours compensatory time at any one time. There shall be no carryover of compensatory time off from year to year, provided, however, if an employee is unable to use and take banked compensatory time off before the end of the year, the employee shall automatically be paid for said compensatory time in a separate check no later than January 15 of the year following the year in which the compensatory time was earned, except that at the employee’s option the compensatory time earned in November and December may be carried over in the following year. In addition, upon request of the employee, accumulated compensatory time shall be paid off at the end of the pay period nearest to June 15 or November 30, as part of the pay check for that pay period. Alternatively, eligible employees may elect to have the compensatory time payoff directly paid into the employee’s deferred compensation account in accordance with the letter of understanding attached to this Agreement as Exhibit E. Compensatory time off shall be taken at times mutually agreed to by the superintendent and the employee.

The annual work year shall be 2,080 hours.

Section 2. All employees who have completed their daily shift and have returned home and are called back to return to work before the beginning of the employee’s regular shift

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

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

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

Section 4. The normal work day shall be 8 hours and the normal work week shall be 40 hours. The Employer retains the right to assign hours of work as may be required, in the judgment of the Employer, to accomplish the goals of the St. Louis County Highway Department. Any reduction in the number of days in the work week from 5 to 4 shall be by mutual consent between the Employer and the Union.

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

Section 6. Overtime shall be offered on a continuous rotating basis at each work reporting station for all planned extensions of the work week, emergency call in and emergency call outs, as defined in Article 11 Section 2, using the work reporting station classification seniority list. Senior Operator and Junior Operator shall be considered the same classification for this purpose.

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

Overtime work which is an extension of the work day, whether planned or unplanned, shall be offered to the employee(s) with the highest seniority in the classification who is present at the work reporting station or working in the field when the overtime work is assigned.

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

A lunch period which is paid at double time pursuant to Article 11, Section 7 counts toward the 12 consecutive hour requirement for the commencement of double time overtime under Article 11, Section 1. In other words, the double time overtime under Section 1 commences after 12 consecutive clock hours of work.

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

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

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

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

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

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

Section 12. Employees working a regular shift commencing between the hours of 2:00 p.m. and 10:00 p.m. shall, in addition to their monthly pay, receive a shift differential equal to \$.30 per hour for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 10:00 p.m. and 5:00 a.m. shall, in addition to their monthly pay, receive a shift differential equal to \$.35 per hour for each hour worked during such shift.

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



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

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

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

## **ARTICLE 12 HOLIDAYS**

Section 1. All permanent and probationary employees shall be entitled to the following guaranteed paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, Friday after Thanksgiving and Christmas Day. Provided, however, when New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the Friday preceding is the official holiday and when the holiday falls on a Sunday, the Monday following is the official holiday.

All employees required to work on one of the aforementioned holidays shall be considered as working overtime and compensated at time and one-half in addition to holiday pay or a different day off. All employees shall receive the holiday at holiday pay equal to their regular rate of compensation for 8 hours, if the employee was shown on the payroll on the working day before and after the scheduled holiday. Employees shall be compensated at two and one-half (2½) times their regular pay rate for any hours worked on a holiday exceeding eight (8).

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

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

## **ARTICLE 12A PERSONAL LEAVE**

Section 1. In addition to the above holidays, two (2) days (16 hours) of personal leave with pay will be granted to employees in the first year of employment and four (4) days (32 hours) of personal leave with pay will be granted to employees annually thereafter. For employees whose most recent date of hire is after January 1, 2013, two (2) days (16 hours) of personal leave with pay will be granted at 489 hours or three (3) months (whichever is greater) in the first year of employment and effective January 1, 2021 (3) days (24 hours) of personal leave with pay will be granted to employees annually thereafter in the second year of employment.

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

## **ARTICLE 13 VACATIONS**

Section 1. Effective the first full pay period following ratification of the Labor Agreement, all permanent and probationary employees shall earn vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 through 1 year	3.25
Commencing 2 through 3 years	4.00
Commencing 4 through 5 years	5.50
Commencing 6 through 12 years	7.25

Commencing 13 through 16 years	7.75
Commencing 17 through 20 years	8.25
Commencing 21 through 24 years	8.75
25 years and over	9.50

Vacation for 8 hour per day employees may accumulate to a maximum of 290 hours as of the end of any given pay period. Probationary employees accrue but may not take vacation until completion of their minimally required original probationary period (six months or 1000 hours, whichever is later). Employees are eligible to use accrued vacation with pay during extension of the original probationary period.

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

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

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

## **ARTICLE 14 SICK AND PARENTAL LEAVE**

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

<u>Months of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 - 12 months	2.00
Commencing 13 months and over	4.00*
Commencing 25 months and over	5.75
(for employees hired prior to January 1, 2013)	

\*Effective the first full pay period following ratification of the Labor Agreement.

Section 2. Sick leave shall be computed on a payroll year basis and sick leave accumulation shall not exceed 1900 hours (1350 hours for those employees hired on or after January 1, 2013) for 8 hour day employees as of the end of each payroll year. Deductions for sick leave charges shall be made first from the employee's credit as it exists at the first day of each year. Sick leave credit earned during the current year will then be either added onto the remaining balance at the end of the calendar year or if necessary applied to the current balance.

No sick leave credit can be earned while an employee appears on the payroll as "No Pay" (NP) for 20 hours during a pay period.

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

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

(b) Sick leave may be paid, upon approval of the supervisory staff, for absence due to illness in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as spouse, parents of spouse, parents, step-parents, guardian, children, step-children, brothers, sisters, wards of the employee, grandparents, grandchildren, and other family members referenced under Minnesota Statute 181.9413, as amended.

An employee may, upon the approval of the employee's department head, be permitted up to a maximum of ten (10) days sick leave in the event of death in the immediate family, as defined in this subsection, and in conformity with Civil Service Rules and Regulations.

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

Section 6. Parental Leave may be paid, upon approval of the supervisory staff, for absence due to the birth or adoption of a child, and shall be deducted from the employee's accrued sick leave. An employee may be permitted up to a maximum of three (3) weeks of Parental Leave for bonding purposes within 12 months following the birth or adoption of a child(ren) which occurs after January 1, 2020. This benefit is limited to the employee's

child.

The three (3) weeks of Parental Leave are in addition to the paid Sick Leave used by the parent if eligible pursuant to Section 4. For purposes of allowing employees to use the Union's Sick Leave Bank or the Vacation Donation Policy, the birth or adoption of a child shall be included in the definition of "serious health condition."

In the event a paid parental leave benefit is enacted in state or federal law, an employee must elect to use either the County Parental Leave benefit or the state or federal paid parental leave benefit. The County's Parental Leave benefit may not be stacked on top of a state or federal paid parental leave benefit to result in a paid leave greater than three (3) weeks.

## **ARTICLE 15**

### **SICK LEAVE BANK**

The Public Works Department Maintenance Division's Sick Leave Bank shall be administered by a committee appointed by the Union to permit extensions of sick leave in the event of major illness. The Union shall keep the Employer advised in writing of the membership of the committee. The committee shall act pursuant to guidelines established by the St. Louis County Board of Commissioners. Upon authorization from the Committee, at the end of each calendar year, one (1) day of sick leave will be deducted from the total sick leave accumulation of each unit employee and will be credited to the Public Works Department Maintenance Division's Sick Leave Bank. The committee's rules shall require that sick leave extensions be repaid to the sick leave bank out of the employee's on-going sick leave accrual after the employee returns to work.

An employee shall not be eligible to draw from the Sick Leave Bank unless the employee enters into a Sick Leave Bank Reimbursement Agreement, on a form prepared by the Employer, which: (1) acknowledges that the Employer has not agreed, by contract or otherwise, to compensate the employee any amount in excess of the employee's regular wages; (2) requires the employee to reimburse the Sick Leave Bank 100 percent of the funds received; (3) authorizes and directs the Employer to deduct the amount drawn from the Sick Leave Bank from the wage loss proceeds, if any, awarded in a workers' compensation proceeding or from any other funds designated in the executed Sick Leave Bank Reimbursement Agreement; and (4) includes any other provisions applicable to the individual employee's specific request.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

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

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

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

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

## **ARTICLE 17**

### **EMPLOYEE INSURANCE PLANS**

Section 1. Health Insurance. The Employer agrees to permit all permanent and probationary employees to be covered by the St. Louis County Group Health Care Plan until such time that the Union voluntarily elects alternative health and dental insurance coverage through the Teamsters Joint Council 32- Employers Health and Welfare fund for the entire bargaining unit inclusive of active employees and active and future retirees.\* The Employer shall contribute to the premium as follows for full-time employees:

Single Coverage	91% of Total Single Premium
Family Coverage	82% of Total Family Premium

[\*NOTE: The actual descriptions of the group Health Care Plan benefits are contained in the plan documents, and are available in the Human Resources 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.

1(a) Teamsters 320 shall provide the County with 6 months' notice of its intent to move to an alternative health and dental insurance plan through the Teamsters Joint Council 32 – Employers Health and Welfare Fund effective September 1, 2020 or January 1, 2021 or January 1, 2022, upon the Union's certification of ACA compliance and any state or federal requirements.

1(b) In this event, the Employer shall contribute up to the same monthly amount it contributes for its full time employees covered by the St. Louis County Group Health Care Plan and Dental Insurance Plan. The Employer's contribution shall be toward the cost of single or family coverage in the alternative Teamsters plan featuring medical, prescription drug, vision and dental plans. The Employer's contribution includes a \$46.62 monthly contribution to a qualified tax-deferred health care savings account through the Teamsters Fund. In no event shall the Employer's contribution exceed the actual premium cost, nor shall it exceed the amount the Employer contributes towards its self-insured health and dental plans.

1(c) The County's sole responsibility shall be limited to transferring a contribution to the alternative insurance coverage through the Teamsters Joint Council 32 – Employers Health and Welfare Fund. The benefits associated with the County's self-insured plan, including but not limited to the wellness benefits, doctor on demand, diabetes supplies, dental, prescription, vision, etc., shall no longer be available to employees covered by the alternative insurance plan.

1(d) In the event the Union does not elect alternative dental coverage through the Teamsters plan, the Union shall be allowed to remain in the St. Louis County Dental Plan with the contribution outlined in Article 17, Section 3, reducing the contributions referenced above by the equivalent amount.

Section 2. Life Insurance. The Employer agrees to pay the full premium for group life insurance for full-time permanent and probationary employees. The amount of group life insurance is based on annual base salary, according to the following schedule:

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

\$35,000 - \$40,000	\$40,000
\$40,000 - \$45,000	\$45,000
\$45,000 and over	\$50,000

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

Eligibility. Full-time employees become eligible for life insurance on the first of the month following six full calendar months of employment.

Section 3. Dental Insurance. The Employer will pay for the full cost of the premium for single dental coverage for all full-time permanent and probationary employees. The maximum benefit is \$1,500 per year.

Eligibility. Full-time employees become eligible for dental coverage on the first of the month following six full calendar months of employment.

3(a). Long Term Disability Insurance. Effective February 1, 2014, the Employer shall provide and pay seventy percent (70%) of the monthly premium for a policy of long term disability insurance coverage in accordance with the St. Louis County long term disability coverage plan for those employees eligible for and electing to enroll in the Plan. Premium costs shall be added to the employee's W-2.

Eligibility. Full-time permanent and probationary employees are eligible for long term disability insurance coverage on the first of the month following one (1) full calendar month of employment. Part-time permanent and probationary employees are eligible for long term disability insurance coverage on the first of the month following one full calendar month of employment provided that the part-time employee occupies a position with a minimum of a .5 FTE in the first payroll year of employment. Thereafter, eligibility for part-time employees requires an average of at least 18.75 hours worked per week in the preceding payroll year.

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

Section 5. Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the



Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

## **ARTICLE 18 SAFETY, TOOLS**

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

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

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

The Public Works Department has, and will continue to provide prescription safety glasses to all employees eligible under this Department's current prescription safety glasses policy.

Section 3. Safety Shoes. The County will provide metatarsal guards for every employee where required for foot protection by OSHA regulations. In lieu of metatarsal guards, safety shoes meeting A.N.S.I. standards purchased by employees may be worn. Employees who are required to have foot protection by OSHA regulations who elect to wear safety shoes shall receive a safety shoe allowance of \$125.00 per year payable in December.

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

The Public Works Department has implemented a tool box inventory procedure, as well as a security system. The Department has, and will continue to replace tool boxes which are

stolen or destroyed by fire, as long as the tool box is inventoried and documented in the employee's personnel file.

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

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

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

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

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

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

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

furnish and clean three pairs of coveralls for the classifications of Heavy Equipment Mechanic and Blacksmith (with weekly pick up for cleaning).

Section 8. License and Endorsements. The Employer shall reimburse the additional cost of obtaining a commercial drivers license and mandatory endorsements for any employee who is required by the Employer to have a commercial drivers license and for obtaining and maintaining a MN Department of Transportation issued Commercial Vehicle Inspector Certification.

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

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

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

An employee who has submitted their resignation may withdraw their resignation within one year and the Department Head will place their name on the re-employment list for the appropriate class. Re-employment rights of an employee who has withdrawn their resignation will be limited to one year from the date of the resignation unless extended for up to an additional year by the Human Resources Director. A former employee who returns to the County employment within 15 months may, at the discretion of the Department Head, have their former sick leave balance restored upon reemployment, up to the limitations of Appendix A.

## **ARTICLE 19 WORKER'S COMPENSATION**

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

A. Retain the worker's compensation benefits without assessment against any available leave credits, or

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

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

Section 2. While an employee is receiving loss of wage benefits under the Worker's Compensation Act (temporary total or temporary partial disability benefits), the Employer shall continue to pay the employer's share of hospital-medical insurance premiums for both single and family dependents premiums together with the premiums on the employee's life insurance and such payments shall continue even though the employee has exhausted the employee's sick leave, vacation, and personal leave benefits. Payments of such premiums by the Employer pursuant to this Article shall end upon issuance of a notice of discontinuance of benefits by the Commissioner of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

Section 3. Sick leave used by employees while receiving County Worker's Compensation benefits shall be credited back to the employee's sick leave reserve account at retirement, but not to exceed 1900 hours (1150 hours for those employees hired on or after January 1, 2013). This section is meant to mean sick leave used from the date the employee went to work for St. Louis County.

## **ARTICLE 20**

### **RETIREMENT, PENSIONS**

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

Section 2. The Employer has adopted a policy providing for the implementation of a Post-Retirement Health Care Savings Plan for qualifying employees covered by this agreement. Pursuant to that policy, to qualify for participation in the Post-Retirement Health Care Savings Plan, an employee must, at retirement, have been employed by the Employer for five (5) consecutive years immediately prior to retirement, qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association or other appropriate State of Minnesota sponsored retirement fund, or Social Security.

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

Accumulated, unused sick leave shall be an amount equal to the number of hours, not to exceed one thousand nine hundred (1900) (one thousand one hundred fifty (1150) for those employees hired on or after January 1, 2013), of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accumulated, unused vacation shall be an amount equal to the number of hours of unused vacation time multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement.

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

In the event that an employee is legally qualified to be exempt from the Post-Retirement Health Care Savings Plan and the employee's application for exemption is approved by the Plan Administrator, then in lieu of any of the above-referenced payments on behalf of the employee to a Post-Retirement Health Care Savings Plan account, the employee shall receive a taxable cash severance payment calculated as follows:

First, from the employee's accumulated, unused sick leave, calculate the lesser of one-half of the employee's accumulated, unused sick leave or the cost of the maximum life insurance benefit available to the employee under the employee's collective bargaining contract, when the life insurance is purchased as paid up life insurance. This amount shall be designated as the "option amount." The employee shall next designate the portion of the option amount which the employee

wishes to use to purchase paid up life insurance. From the balance of the option amount, after deduction of the life insurance cost, shall be subtracted an amount equal to any Employer's FICA tax payable on the option amount. The remaining balance of the option amount shall then be paid to the employee as a cash payment, subject to withholding deductions required by law (e.g. employee's FICA, State and Federal income tax, etc.).

It is the parties' intention that in no event shall payment of the option amount, whether received as paid up life insurance or cash severance, result in a FICA tax payment by the Employer which cannot be fully deducted from the option amount.

Adoption of the policy shall not be construed as a waiver of the Employer's position that employer contributions to Post-retirement Health Care Savings Plans are not a mandatory topic of negotiations. The Employer may amend or repeal the policy at any time; provided, however, if the Association objects to the Employer's amendment or repeal, the Association shall be entitled, upon written notice to the Employer, to reinstate the terms of Article 19 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

Section 3. The Employer agrees to pay the employer's pension share as provided under Minnesota Law for payment into the P.E.R.A. Fund or the P.E.R.A. Social Security Coordinated Plan for those employees having either plan, and to deduct the employee's share as required by the same pension law.

## **ARTICLE 21 LEGALITY AND SEVERANCE**

This Agreement is subject to the laws of the State of Minnesota, including the St. Louis County Civil Service Law and all Civil Service Regulations made pursuant thereto, and at any time any provision is in conflict and held to be contrary to law by a Court of competent jurisdiction, which final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be void and inoperative. However, up until such ruling is given, all provisions of this Agreement shall remain operative, or if such provision is ruled inoperative, all other provisions shall remain in full force and effect. The voided provision may be renegotiated at the written request of either party.

## **ARTICLE 22 RENEWAL AND ARBITRATION**



# EXHIBIT A

## PAY PLAN JT

## ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT 2020 PAY PLAN - Reflects a \$0.55 + 2.00% Increase EFFECTIVE DECEMBER 21, 2019

<u>Grade</u>	<u>Hourly</u>	<u>Biweekly</u>	<u>St 1</u>	<u>St 2</u>	<u>St 3</u>	<u>St 4</u>	<u>St 5</u>	<u>St L1</u>	<u>St L2</u>	<u>St L3</u>	<u>St L4</u>	<u>St L5</u>
J01	12.86	1028.80	2229	2297	2354	2425	2489	2565	2649	2727	2806	2898
J02	13.25	1060.00	2297	2354	2425	2489	2565	2649	2727	2806	2898	2997
J03	13.58	1086.40	2354	2425	2489	2565	2649	2727	2806	2898	2997	3087
J04	13.99	1119.20	2425	2489	2565	2649	2727	2806	2898	2997	3087	3193
J05	14.36	1148.80	2489	2565	2649	2727	2806	2898	2997	3087	3193	3293
J06	14.80	1184.00	2565	2649	2727	2806	2898	2997	3087	3193	3293	3408
J07	15.28	1222.40	2649	2727	2806	2898	2997	3087	3193	3293	3408	3526
J08	15.73	1258.40	2727	2806	2898	2997	3087	3193	3293	3408	3526	3654
J09												
J10	16.72	1337.60	2898	2997	3087	3193	3293	3408	3526	3654	3787	3919
J11	17.29	1383.20	2997	3087	3193	3293	3408	3526	3654	3787	3919	4061
J12	17.81	1424.80	3087	3193	3293	3408	3526	3654	3787	3919	4061	4196
J13	18.42	1473.60	3193	3293	3408	3526	3654	3787	3919	4061	4196	4345
J14	19.00	1520.00	3293	3408	3526	3654	3787	3919	4061	4196	4345	4508
J15	19.66	1572.80	3408	3526	3654	3787	3919	4061	4196	4345	4508	4671
J16	20.34	1627.20	3526	3654	3787	3919	4061	4196	4345	4508	4671	4850
J17	21.08	1686.40	3654	3787	3919	4061	4196	4345	4508	4671	4850	5027
J18												
J19												
J20												
J21	24.21	1936.80	4196	4345	4508	4671	4850	5027	5212	5405	5609	5819
J22	25.07	2005.60	4345	4508	4671	4850	5027	5212	5405	5609	5819	6042
J23	26.01	2080.80	4508	4671	4850	5027	5212	5405	5609	5819	6042	6276
J24	26.95	2156.00	4671	4850	5027	5212	5405	5609	5819	6042	6276	6514
J25	27.98	2238.40	4850	5027	5212	5405	5609	5819	6042	6276	6514	6757
			<b>Biweekly</b>	2320.00	2405.60	2494.40	2588.80	2685.60	2788.80	2896.80	3006.40	3118.40
			<b>Hourly</b>	29.00	30.07	31.18	32.36	33.57	34.86	36.21	37.58	38.98

EXHIBIT A



**PAY PLAN J2****ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT  
2020 PAY PLAN - Reflects a \$0.55 + 2.00% Increase  
EFFECTIVE DECEMBER 21, 2019**

Grade 19		Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
	Annually	45,885	47,549	49,150	50,918	52,770	54,725	56,784	58,906	61,048	63,315
	Monthly	3824	3962	4096	4243	4397	4560	4732	4909	5087	5276
	Biweekly	1764.80	1828.80	1890.40	1958.40	2029.60	2104.80	2184.00	2265.60	2348.00	2435.20
	Hourly	22.06	22.86	23.63	24.48	25.37	26.31	27.30	28.32	29.35	30.44
Grade 20		Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
	Annually	47,549	49,150	50,918	52,770	54,725	56,784	58,906	61,048	63,315	65,707
	Monthly	3962	4096	4243	4397	4560	4732	4909	5087	5276	5476
	Biweekly	1828.80	1890.40	1958.40	2029.60	2104.80	2184.00	2265.60	2348.00	2435.20	2527.20
	Hourly	22.86	23.63	24.48	25.37	26.31	27.30	28.32	29.35	30.44	31.59

**EXHIBIT A-1**

PAY PLAN J3

ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT  
2020 PAY PLAN - Reflects a \$0.55 + 2.00% Increase  
EFFECTIVE DECEMBER 21, 2019

Grade 09	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	36,192	37,336	38,522	39,645	40,955	42,203	43,555	45,053	46,613	48,214
Monthly	3016	3111	3210	3304	3413	3517	3630	3754	3884	4018
Biweekly	1392.00	1436.00	1481.60	1524.80	1575.20	1623.20	1675.20	1732.80	1792.80	1854.40
Hourly	17.40	17.95	18.52	19.06	19.69	20.29	20.94	21.66	22.41	23.18
Grade 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	38,522	39,645	40,955	42,203	43,555	45,053	46,613	48,214	49,920	51,626
Monthly	3210	3304	3413	3517	3630	3754	3884	4018	4160	4302
Biweekly	1481.60	1524.80	1575.20	1623.20	1675.20	1732.80	1792.80	1854.40	1920.00	1985.60
Hourly	18.52	19.06	19.69	20.29	20.94	21.66	22.41	23.18	24.00	24.82
Grade 15	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	43,555	45,053	46,613	48,214	49,920	51,626	53,352	55,245	57,304	59,405
Monthly	3630	3754	3884	4018	4160	4302	4446	4604	4775	4950
Biweekly	1675.20	1732.80	1792.80	1854.40	1920.00	1985.60	2052.00	2124.80	2204.00	2284.80
Hourly	20.94	21.66	22.41	23.18	24.00	24.82	25.65	26.56	27.55	28.56
Grade 18	Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3	Step L4	Step L5
Annually	48,214	49,920	51,626	53,352	55,245	57,304	59,405	61,651	63,877	66,248
Monthly	4018	4160	4302	4446	4604	4775	4950	5138	5323	5521
Biweekly	1854.40	1920.00	1985.60	2052.00	2124.80	2204.00	2284.80	2371.20	2456.80	2548.00
Hourly	23.18	24.00	24.82	25.65	26.56	27.55	28.56	29.64	30.71	31.85

EXHIBIT A-2

# EXHIBIT B

## PAY PLAN JT

## ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT 2021 PAY PLAN - Reflects a 2.25% Increase EFFECTIVE DECEMBER 19, 2020

<u>Grade</u>	<u>Hourly</u>	<u>Biweekly</u>	<u>St 1</u>	<u>St 2</u>	<u>St 3</u>	<u>St 4</u>	<u>St 5</u>	<u>St L1</u>	<u>St L2</u>	<u>St L3</u>	<u>St L4</u>	<u>St L5</u>
J01	13.15	1052.00	2279	2349	2408	2479	2545	2623	2707	2787	2869	2964
J02	13.55	1084.00	2349	2408	2479	2545	2623	2707	2787	2869	2964	3065
J03	13.89	1111.20	2408	2479	2545	2623	2707	2787	2869	2964	3065	3156
J04	14.30	1144.00	2479	2545	2623	2707	2787	2869	2964	3065	3156	3264
J05	14.68	1174.40	2545	2623	2707	2787	2869	2964	3065	3156	3264	3368
J06	15.13	1210.40	2623	2707	2787	2869	2964	3065	3156	3264	3368	3484
J07	15.62	1249.60	2707	2787	2869	2964	3065	3156	3264	3368	3484	3605
J08	16.08	1286.40	2787	2869	2964	3065	3156	3264	3368	3484	3605	3735
J09												
J10	17.10	1368.00	2964	3065	3156	3264	3368	3484	3605	3735	3872	4007
J11	17.68	1414.40	3065	3156	3264	3368	3484	3605	3735	3872	4007	4153
J12	18.21	1456.80	3156	3264	3368	3484	3605	3735	3872	4007	4153	4290
J13	18.83	1506.40	3264	3368	3484	3605	3735	3872	4007	4153	4290	4443
J14	19.43	1554.40	3368	3484	3605	3735	3872	4007	4153	4290	4443	4611
J15	20.10	1608.00	3484	3605	3735	3872	4007	4153	4290	4443	4611	4777
J16	20.80	1664.00	3605	3735	3872	4007	4153	4290	4443	4611	4777	4959
J17	21.55	1724.00	3735	3872	4007	4153	4290	4443	4611	4777	4959	5139
J18												
J19												
J20												
J21	24.75	1980.00	4290	4443	4611	4777	4959	5139	5330	5526	5736	5951
J22	25.63	2050.40	4443	4611	4777	4959	5139	5330	5526	5736	5951	6178
J23	26.60	2128.00	4611	4777	4959	5139	5330	5526	5736	5951	6178	6417
J24	27.56	2204.80	4777	4959	5139	5330	5526	5736	5951	6178	6417	6661
J25	28.61	2288.80	4959	5139	5330	5526	5736	5951	6178	6417	6661	6909
			<b>Biweekly</b>	2372.00	2460.00	2550.40	2647.20	2746.40	2851.20	2961.60	3074.40	3188.80
			<b>Hourly</b>	29.65	30.75	31.88	33.09	34.33	35.64	37.02	38.43	39.86

EXHIBIT B

**PAY PLAN J2****ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT  
2021 PAY PLAN - Reflects a 2.25% Increase  
EFFECTIVE DECEMBER 19, 2020**

<b>Grade 19</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step L1</b>	<b>Step L2</b>	<b>Step L3</b>	<b>Step L4</b>	<b>Step L5</b>
<b>Annually</b>	46,925	48,610	50,253	52,062	53,955	55,952	58,053	60,237	62,421	64,730
<b>Monthly</b>	3910	4051	4188	4339	4496	4663	4838	5020	5202	5394
<b>Biweekly</b>	1804.80	1869.60	1932.80	2002.40	2075.20	2152.00	2232.80	2316.80	2400.80	2489.60
<b>Hourly</b>	22.56	23.37	24.16	25.03	25.94	26.90	27.91	28.96	30.01	31.12
<b>Grade 20</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step L1</b>	<b>Step L2</b>	<b>Step L3</b>	<b>Step L4</b>	<b>Step L5</b>
<b>Annually</b>	48,610	50,253	52,062	53,955	55,952	58,053	60,237	62,421	64,730	67,184
<b>Monthly</b>	4051	4188	4339	4496	4663	4838	5020	5202	5394	5599
<b>Biweekly</b>	1869.60	1932.80	2002.40	2075.20	2152.00	2232.80	2316.80	2400.80	2489.60	2584.00
<b>Hourly</b>	23.37	24.16	25.03	25.94	26.90	27.91	28.96	30.01	31.12	32.30

**EXHIBIT B-1**

**PAY PLAN J3**

**ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT  
2021 PAY PLAN - Reflects a 2.25% Increase  
EFFECTIVE DECEMBER 19, 2020**

<b>Grade 09</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step L1</b>	<b>Step L2</b>	<b>Step L3</b>	<b>Step L4</b>	<b>Step L5</b>
<b>Annually</b>	37,003	38,168	39,395	40,539	41,870	43,160	44,533	46,072	47,653	49,296
<b>Monthly</b>	3084	3181	3283	3378	3489	3597	3711	3839	3971	4108
<b>Biweekly</b>	1423.20	1468.00	1515.20	1559.20	1610.40	1660.00	1712.80	1772.00	1832.80	1896.00
<b>Hourly</b>	17.79	18.35	18.94	19.49	20.13	20.75	21.41	22.15	22.91	23.70
<b>Grade 11</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step L1</b>	<b>Step L2</b>	<b>Step L3</b>	<b>Step L4</b>	<b>Step L5</b>
<b>Annually</b>	39,395	40,539	41,870	43,160	44,533	46,072	47,653	49,296	51,043	52,790
<b>Monthly</b>	3283	3378	3489	3597	3711	3839	3971	4108	4254	4399
<b>Biweekly</b>	1515.20	1559.20	1610.40	1660.00	1712.80	1772.00	1832.80	1896.00	1963.20	2030.40
<b>Hourly</b>	18.94	19.49	20.13	20.75	21.41	22.15	22.91	23.70	24.54	25.38
<b>Grade 15</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step L1</b>	<b>Step L2</b>	<b>Step L3</b>	<b>Step L4</b>	<b>Step L5</b>
<b>Annually</b>	44,533	46,072	47,653	49,296	51,043	52,790	54,558	56,493	58,594	60,736
<b>Monthly</b>	3711	3839	3971	4108	4254	4399	4547	4708	4883	5061
<b>Biweekly</b>	1712.80	1772.00	1832.80	1896.00	1963.20	2030.40	2098.40	2172.80	2253.60	2336.00
<b>Hourly</b>	21.41	22.15	22.91	23.70	24.54	25.38	26.23	27.16	28.17	29.20
<b>Grade 18</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step L1</b>	<b>Step L2</b>	<b>Step L3</b>	<b>Step L4</b>	<b>Step L5</b>
<b>Annually</b>	49,296	51,043	52,790	54,558	56,493	58,594	60,736	63,045	65,312	67,746
<b>Monthly</b>	4108	4254	4399	4547	4708	4883	5061	5254	5443	5645
<b>Biweekly</b>	1896.00	1963.20	2030.40	2098.40	2172.80	2253.60	2336.00	2424.80	2512.00	2605.60
<b>Hourly</b>	23.70	24.54	25.38	26.23	27.16	28.17	29.20	30.31	31.40	32.57

**EXHIBIT B-2**

# EXHIBIT C

PAY PLAN JT

## ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT 2022 PAY PLAN - Reflects a 2.25% Increase EFFECTIVE DECEMBER 18, 2021

Grade	Hourly	Biweekly	St 1	St 2	St 3	St 4	St 5	St 6	St 7	St L 1	St L 2	St L 3	St L 4	St L 5	St L 6	St L 7	St L 8
J01	13.45	1076.00	2331	2401	2461	2534	2602	2681	2714	2768	2794	2850	2875	2933	2970	3030	3090
J02	13.85	1108.00	2401	2461	2534	2602	2681	2768	2850	2875	2933	2970	3030	3072	3134	3197	3292
J03	14.20	1136.00	2461	2534	2602	2681	2768	2850	2875	2933	2970	3030	3072	3134	3164	3227	3292
J04	14.62	1169.60	2534	2602	2681	2768	2850	2933	2970	3030	3072	3134	3164	3227	3271	3337	3403
J05	15.01	1200.80	2602	2681	2768	2850	2933	3030	3072	3134	3164	3227	3271	3337	3377	3444	3513
J06	15.47	1237.60	2681	2768	2850	2933	3030	3134	3164	3227	3271	3337	3377	3444	3492	3562	3633
J07	15.97	1277.60	2768	2850	2933	3030	3134	3227	3271	3337	3377	3444	3492	3562	3615	3687	3761
J08	16.44	1315.20	2850	2933	3030	3134	3227	3337	3377	3444	3492	3562	3615	3687	3744	3819	3895
J09																	
J10	17.48	1398.40	3030	3134	3227	3337	3444	3562	3615	3687	3744	3819	3881	3959	4017	4098	4180
J11	18.08	1446.40	3134	3227	3337	3444	3562	3687	3744	3819	3881	3959	4017	4098	4163	4247	4332
J12	18.62	1489.60	3227	3337	3444	3562	3687	3819	3881	3959	4017	4098	4163	4247	4301	4387	4475
J13	19.25	1540.00	3337	3444	3562	3687	3819	3959	4017	4098	4163	4247	4301	4387	4454	4543	4634
J14	19.87	1589.60	3444	3562	3687	3819	3959	4098	4163	4247	4301	4387	4454	4543	4622	4715	4809
J15	20.55	1644.00	3562	3687	3819	3959	4098	4247	4301	4387	4454	4543	4622	4715	4789	4885	4982
J16	21.27	1701.60	3687	3819	3959	4098	4247	4387	4454	4543	4622	4715	4789	4885	4971	5070	5171
J17	22.03	1762.40	3819	3959	4098	4247	4387	4543	4622	4715	4789	4885	4971	5070	5152	5255	5361
J18																	
J19																	
J20																	
J21	25.31	2024.80	4387	4543	4715	4885	5070	5255	5343	5450	5540	5651	5749	5864	5965	6084	6206
J22	26.21	2096.80	4543	4715	4885	5070	5255	5450	5540	5651	5749	5864	5965	6084	6192	6316	6443
J23	27.20	2176.00	4715	4885	5070	5255	5450	5651	5749	5864	5965	6084	6192	6316	6432	6561	6692
J24	28.18	2254.40	4885	5070	5255	5450	5651	5864	5965	6084	6192	6316	6432	6561	6677	6810	6946
J25	29.25	2340.00	5070	5255	5450	5651	5864	6084	6192	6316	6432	6561	6677	6810	6927	7065	7206
		Biweekly	2425.60	2515.20	2608.00	2706.40	2808.00	2858.04	2915.20	2968.63	3028.00	3081.57	3143.20	3196.86	3260.80	3328.02	
		Hourly	30.32	31.44	32.60	33.83	35.10	35.73	36.44	37.11	37.85	38.52	39.29	39.96	40.76	41.58	

EXHIBIT C

PAY PLAN J2

ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT  
2022 PAY PLAN - Reflects a 2.25% Increase  
EFFECTIVE DECEMBER 18, 2021

Grade 19	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step L1	Step L2	Step L3	Step L4	Step L5	Step L6	Step L7	Step L8
Annually	47,986	49,712	51,376	53,227	55,162	57,221	58,199	59,363	60,381	61,589	62,584	63,835	64,888	66,186	67,509
Monthly	3999	4143	4281	4436	4597	4768	4850	4947	5032	5132	5215	5320	5407	5515	5626
Biweekly	1845.60	1912.00	1976.00	2047.20	2121.60	2200.80	2238.43	2283.20	2322.35	2368.80	2407.06	2455.20	2495.69	2545.60	2596.51
Hourly	23.07	23.90	24.70	25.59	26.52	27.51	27.98	28.54	29.03	29.61	30.09	30.69	31.20	31.82	32.46
Grade 20	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step L1	Step L2	Step L3	Step L4	Step L5	Step L6	Step L7	Step L8
Annually	49,712	51,376	53,227	55,162	57,221	59,363	60,381	61,589	62,584	63,835	64,888	66,186	67,355	68,702	70,076
Monthly	4143	4281	4436	4597	4768	4947	5032	5132	5215	5320	5407	5515	5613	5725	5840
Biweekly	1912.00	1976.00	2047.20	2121.60	2200.80	2283.20	2322.35	2368.80	2407.06	2455.20	2495.69	2545.60	2590.59	2642.40	2695.25
Hourly	23.90	24.70	25.59	26.52	27.51	28.54	29.03	29.61	30.09	30.69	31.20	31.82	32.38	33.03	33.69

EXHIBIT C-1

PAY PLAN J3

ST. LOUIS COUNTY CIVIL SERVICE - TEAMSTER'S UNIT  
2022 PAY PLAN - Reflects a 2.25% Increase  
EFFECTIVE DECEMBER 18, 2021

Grade 09	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step L1	Step L2	Step L3	Step L4	Step L5	Step L6	Step L7	Step L8
Annually	37,835	39,021	40,290	41,454	42,806	44,138	44,638	45,531	46,188	47,112	47,779	48,734	49,410	50,398	51,406
Monthly	3153	3252	3357	3455	3567	3678	3720	3794	3849	3926	3982	4061	4118	4200	4284
Biweekly	1455.20	1500.80	1549.60	1594.40	1646.40	1697.60	1716.86	1751.20	1776.47	1812.00	1837.65	1874.40	1900.39	1938.40	1977.17
Hourly	18.19	18.76	19.37	19.93	20.58	21.22	21.46	21.89	22.21	22.65	22.97	23.43	23.75	24.23	24.71
Grade 11	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step L1	Step L2	Step L3	Step L4	Step L5	Step L6	Step L7	Step L8
Annually	40,290	41,454	42,806	44,138	45,531	47,112	47,779	48,734	49,410	50,398	51,164	52,187	52,918	53,976	55,056
Monthly	3357	3455	3567	3678	3794	3926	3982	4061	4118	4200	4264	4349	4410	4498	4588
Biweekly	1549.60	1594.40	1646.40	1697.60	1751.20	1812.00	1837.65	1874.40	1900.39	1938.40	1967.84	2007.20	2035.29	2076.00	2117.52
Hourly	19.37	19.93	20.58	21.22	21.89	22.65	22.97	23.43	23.75	24.23	24.60	25.09	25.44	25.95	26.47
Grade 15	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step L1	Step L2	Step L3	Step L4	Step L5	Step L6	Step L7	Step L8
Annually	45,531	47,112	48,734	50,398	52,187	53,976	54,692	55,786	56,629	57,762	58,729	59,904	60,891	62,109	63,351
Monthly	3794	3926	4061	4200	4349	4498	4558	4649	4719	4813	4894	4992	5074	5176	5279
Biweekly	1751.20	1812.00	1874.40	1938.40	2007.20	2076.00	2103.53	2145.60	2178.04	2221.60	2258.82	2304.00	2341.96	2388.80	2436.58
Hourly	21.89	22.65	23.43	24.23	25.09	25.95	26.29	26.82	27.23	27.77	28.24	28.80	29.27	29.86	30.46
Grade 18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step L1	Step L2	Step L3	Step L4	Step L5	Step L6	Step L7	Step L8
Annually	50,398	52,187	53,976	55,786	57,762	59,904	60,891	62,109	63,195	64,459	65,479	66,789	67,906	69,264	70,649
Monthly	4200	4349	4498	4649	4813	4992	5074	5176	5266	5372	5457	5566	5659	5772	5887
Biweekly	1938.40	2007.20	2076.00	2145.60	2221.60	2304.00	2341.96	2388.80	2430.59	2479.20	2518.43	2568.80	2611.76	2664.00	2717.28
Hourly	24.23	25.09	25.95	26.82	27.77	28.80	29.27	29.86	30.38	30.99	31.48	32.11	32.65	33.30	33.97

EXHIBIT C-2



## EXHIBIT D

### Teamster's Job Classifications as of January 1, 2020

<u>CLASSIFICATION</u>	<u>GRADE</u>	<u>PAY PLAN</u>
BRIDGE WORKER SENIOR	J19A	J2
EQUIPMENT OPERATOR SENIOR	J19A	J2
HEAVY EQUIPMENT MECHANIC	J20A	J2
SIGN TECHNICIAN	J19A	J2
BUILDING MAINTENANCE HELPER	J15B	J3
BUILDING MAINTENANCE WORKER	J18B	J3
JANITOR	J09B	J3
JANITOR *	J11B	J3
PARTS ROOM SPECIALIST	J15B	J3
BLACKSMITH	J18	JT
BRIDGE WORKER	J16	JT
EQUIPMENT OPERATOR JUNIOR	J15	JT
HIGHWAY LABORER	J01	JT

\*Employees in the Janitor job class are eligible to move to grade J11B after three years of service in the Janitor class at the lower grade of J09B

## EXHIBIT E

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

Training may include equipment maintenance instruction and classroom instruction.

**EXHIBIT F**



# Saint Louis County

100 N 5th Ave West, Room 202 • Duluth, MN 55802 (218) 728-2450

December 10, 2013

Teamsters Local No. 320  
Attn: Mr. Erik Skoog, Business Agent  
3001 University Ave SE, Suite 500  
Minneapolis, MN 55414

**Re: St. Louis County Highway Maintenance Divisions Unit  
Deferred Compensation Account Payments**

Dear Mr. Skoog:

This letter will confirm the agreement between St. Louis County and Teamsters Local No. 320 on behalf of the St. Louis County Highway Maintenance Divisions Unit regarding payouts of compensatory time under Article 11, Section 1, and back pay being paid into an employee's deferred compensation account.

Non-probationary active employees have the option, exercisable by completing and returning to the County Auditor's Office, within the time limits prescribed by the County Auditor's Office, a deferred compensation authorization form, to have any portion of the employee's back pay, or the amount of the employee's compensatory time payout pursuant to Article 11, Section 1, directly paid into the employee's deferred compensation account. The employee must have enrolled in the deferred compensation account prior to the payout, in accordance with the requirements of the County Auditor's Office. The payment will be in addition to any amount which the employee has previously designated to be paid out of the employee's regular wages into the employee's deferred compensation account, subject to the statutory maximum contribution. Employees who have left employment with St. Louis County are not eligible for this optional payment into the deferred compensation account. Wage garnishments, wage withholding orders, and other legally binding deductions take precedent over the terms of this letter of understanding. All terms of this letter of understanding are subject to the requirements and restrictions of the St. Louis County Auditor's Office, as may be in effect from time to time.

*An Equal Opportunity*

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

Yours very truly,

County Board Chair

St. Louis County Board of Commissioners

Accepted by Teamsters Local No. 320:

By: [Signature] 2/17/17  
Its: Teamsters Local 320

By: [Signature]  
Chairman

By: Bonnie B. Brown 2/17/17  
Its: \_\_\_\_\_

By: [Signature]  
St. Louis County Auditor

By: [Signature] 2-17-17  
Its: ERIC W. FELT

Approved as to form and execution:

[Signature] 2-17-17

[Signature]  
St. Louis County Attorney

[Signature] 2-17-17

[Signature] 2-17-17

[Signature] 2/17/17

[Signature] 2/17/17

## EXHIBIT G

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

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

#### WITNESSETH

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

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

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

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

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

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

#### ARTICLE 1 - DEFINITIONS

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

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

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

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

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

#### ARTICLE 2 SALARY PAYMENT AND REIMBURSEMENT

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

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

#### ARTICLE 3- PAYMENT PROCEDURES

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

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

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

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

#### ARTICLE 4- EMPLOYMENT, STATUS, BENEFITS

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

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

#### ARTICLE 5- COUNTY VEHICLES

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

#### ARTICLE 6 - SUBCONTRACTING AND ASSIGNMENT

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

#### ARTICLE 7- NO PARTNERSHIP OR JOINT VENTURE

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

#### ARTICLE 8- TERM, CANCELLATION

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

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

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

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

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

TEAMSTERS #320

COUNTY OF ST LOUIS

By: Michael J. Smith  
Business Agent

By: Michael R. Pearson  
Chair of County Board

X Scott M. Muecke #320

Approved as to form and execution  
this 6 day of January, 2009

X James H. Smith

Melanie Ford

MELANIE FORD

County Attorney

2009-4784

X Frank A. Smith #320

X Ronald J. Smith #320





*Resolution  
of the  
Board of County Commissioners*

*St. Louis County, Minnesota*

*Adopted on: March 24, 2020 Resolution No. 20-185*

*Offered by Commissioner: Musolf*

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**Highway Maintenance Divisions Bargaining Agreement: 2020 – 2022**

RESOLVED, That the 2020-2022 Public Works Department Highway Maintenance Division's bargaining agreement 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. 61262.

RESOLVED FURTHER, That a Memorandum of Understanding which sunsets on December 31, 2022, that allows the job class of Highway Laborer to work seasonal appointments throughout the calendar year and for employees hired after January 1, 2013, to receive an additional day of personal leave effective January 1, 2021, is approved.

Commissioner Musolf moved the adoption of the Resolution and it was declared adopted upon the following vote:  
Yeas – Commissioners Jewell, Boyle, Olson, McDonald, Musolf, Nelson and Chair Jugovich – 7  
Nays – None

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**STATE OF MINNESOTA**

Office of County Auditor, ss.  
County of St. Louis

I, **NANCY NILSEN**, 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 24<sup>th</sup> day of March, A.D. 2020, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 24<sup>th</sup> day of March, A.D., 2020.

NANCY NILSEN, COUNTY AUDITOR

By

Clerk of the County Board/Deputy Auditor



MEMORANDUM OF UNDERSTANDING

between

St. Louis County Board of Commissioners

and

The Minnesota Teamsters Public and Law Enforcement Unit, Local No. 320

This agreement is made and entered into by and between the St. Louis County Commissioners, hereafter referred to as the "Employer" and the Minnesota Teamsters Public and Law Enforcement Employee's Union, Local 320 (Teamsters), hereinafter referred to as the "Union".

**WHEREAS**, the Employer and the Union are parties to a collective bargaining agreement; and

**WHEREAS**, the Employer proposed during the course of negotiations to alter the language in Article 7, Section 8, to exclude the job classification of Highway Laborers from the date limitations of May 1 to November 1 for temporary seasonal appointments; and

**WHEREAS**, the Union was opposed to the altered language in Article 7, Section 8 of their collective bargaining agreement; and

**WHEREAS**, the Union proposed to alter the language of Article 12A, Section 1 to increase the accrual level of Personal Leave from two (2) days to four (4) days for all employees; and

**WHEREAS**, the Employer was agreeable to alter the language of Article 12A, Section 1 to increase the accrual level of Personal Leave from two (2) days to three (3) days for employees hired after January 1, 2013 but not to four (4); and

**WHEREAS**, the parties wish to settle these matters in the interest of settling the collective bargaining.

**NOW, THEREFORE**, the Employer and Union agree as follows:

1. Notwithstanding the provisions of Article 7, PROBATION, PROMOTION, PROVISIONAL APPOINTMENT, LAYOFF AND TERMINATION, Section 8, of the Basic Agreement, the following shall apply:

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

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 Human Resources 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.

2. Notwithstanding the provisions of Article 12A, PERSONAL LEAVE, Section 1, of the Basic Agreement, the following shall apply:

Section 1. In addition to the above holidays, two (2) days (16 hours) of personal leave with pay will be granted to employees in the first year of employment and four (4) days (32 hours) of personal leave with pay will be granted to employees annually thereafter. For employees whose most recent date of hire is after January 1, 2013, two (2) days (16 hours) of personal leave with pay will be granted at 489 hours or three (3) months (whichever is greater) in the first year of employment and effective January 1, 2021 (4) days (32 hours) of personal leave with pay will be granted to employees annually thereafter in the second year of employment.

3. This Memorandum of Understanding will sunset on December 31, 2022.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_


**FOR THE UNION:**

By:   
Business Agent  
Teamsters Local 320

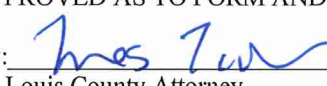

By: \_\_\_\_\_  
President  
Teamsters Local 320


**FOR THE EMPLOYER:**

By:   
Chair of St. Louis County  
Board of Commissioners

By:   
Public Works Director  
Public Works Department

**APPROVED AS TO FORM AND EXECUTION**

By:   
St. Louis County Attorney  
Date: 

  
Chair of St. Louis County Board of Commissioners