AGREEMENT

BETWEEN

ST. LOUIS COUNTY BOARD OF COMMISSIONERS

AND

COUNCIL 5, AFSCME

REPRESENTING

COUNTY ATTORNEY INVESTIGATORS UNIT

2017-2019

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AGREEMENT

BETWEEN

ST. LOUIS COUNTY BOARD OF COMMISSIONERS

AND

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

PREAMBLE

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

ARTICLE 1 - RECOGNITION

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

> All Investigators employed in the County Attorney's Office, who are employed by St. Louis County, Duluth, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding supervisory, confidential and all other employees.

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

Section 3. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class or position in the bargaining unit defined in Section 1 above, the issue may be submitted to the Bureau of Mediation Services for determination. The determination of the Bureau of Mediation Services is subject to appeal as provided by statute.

Section 4. The Union recognizes the labor relations representative designated by the Employer as the exclusive representative of the Employer and shall meet and negotiate exclusively with such representative.

ARTICLE 2 - DEFINITIONS

The following definitions shall apply in this Agreement:

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

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

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

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

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

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

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

Section 2. By way of example and without limitation, the Employer retains the right to determine the standards of service to be offered to the public, to determine the amount of budget allocated thereto, to manage and operate all facilities and equipment, to establish functions and programs, to determine the utilization of technology, to establish, modify, eliminate or otherwise change the organizational structure, to determine the number of personnel and the amount of supervision, to direct the workforce, to promulgate and enforce work rules and regulations, to hire, promote, assign, schedule, transfer between divisions and locations, and to discipline, suspend, demote, discharge or retain employees.

ARTICLE 4 - EMPLOYER SECURITY - NO STRIKE

Section 1. In recognition of the provisions included in this Agreement for a grievance procedure providing for arbitration to be used for resolution of disputes, the Union agrees that during the life of this Agreement, the Union, its officers and agents, and any of the employees covered by this Agreement, will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer by or in support of members of this unit. Any and all employees who violate the provisions of this Agreement will be subject to discharge or other discipline, as appropriate.

ARTICLE 5 - UNION SECURITY

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

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

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

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

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

ARTICLE 6 - HOURS OF WORK

Section 1. The normal workday shall consist of seven and one-half (7.5) hours of work, including two (2) break periods of fifteen (15) minutes each and an unpaid, duty-free lunch period of up to one (1) hour. The normal work week shall consist of thirty-seven and one-half (37.5) hours of work and shall begin at 12:00:01 a.m. Saturday and end at 12:00:00 midnight Friday. The normal work year shall be one thousand nine hundred fifty (1950) hours.

Section 2. Work schedules shall be established by the Department Head. An employee may request a flex time schedule, which shall be subject to the approval of the Department Head.

Section 3. Employees covered by this Agreement shall receive compensatory time at the straight time rate for all hours worked between thirty-seven and one half (37.5) and forty (40) hours per week and compensatory time at the rate of time and one-half (1.5) for all hours worked in excess of forty (40) hours per week. Approval of the Department Head or designee shall be required for work in excess of thirty-seven and one-half (37.5) hours per week. 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.

Section 4. Each employee is expected to use the employee's best efforts to use and take compensatory time off, subject to scheduling approval of the Department Head or designee, prior to the end of the payroll year so that a payoff of compensatory time is not necessary.

If the employee is unable to use and take accumulated compensatory time off before the end of the payroll year, the employee shall automatically be paid for accumulated, unused 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, up to thirty-seven and one-half (37.5) hours of compensatory time may be carried over to the following year. Compensatory time shall be paid at the pay plan rate in effect during the payroll year in which the compensatory time was earned. Compensatory time shall not accumulate in excess two hundred forty (240) hours, the maximum amount allowed by law. For an employee who has reached the maximum legal accumulation of compensatory time, compensation will be paid in cash rather than compensatory time. Accumulated, unused

compensatory time shall also be paid in cash at the time of an employee's separation from employment.

ARTICLE 7 - WAGE RATES, PAY DATES

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

Section 2. The pay rates annexed hereto as Exhibit A shall be paid to all employees within this bargaining unit retroactive to December 24, 2016 (2.0% increase). The monthly salaries annexed hereto as Exhibit B shall be paid to all employees within this bargaining unit effective December 23, 2017 (2.5% increase). The monthly salaries annexed hereto as Exhibit C shall be paid to all employees within this bargaining unit effective December 22, 2018 (2.5% increase). Employees who have resigned, other than a retirement during the contract duration, or have been involuntarily separated are not eligible to receive retroactive pay increases. No lower or higher pay rates shall be paid unless previously negotiated between the Employer and the Union.

Section 3.

a. An employee, upon receiving a work performance rating of competent, shall receive an increase in pay equal to the next step in the applicable pay plan attached hereto at the beginning of the pay period that includes the first of the month following six (6) months of service; one (1) year of service; two (2) years of service; three (3) years of service; and four (4) years of service. An employee receiving a work performance rating of competent shall be eligible to receive an increase in pay equal to the next step in the pay plan attached hereto at the beginning of the pay period that includes the first of the month following eight (8) years of service; twelve (12) years of service; sixteen (16) years of service; twenty (20) years of service; and twenty-four (24) years of service.

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

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

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

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

Section 5. The Department Head has discretion at time of hire to grant a higher step in the salary schedule, not to exceed Step VI, subject to the approval of the Human Resources Director.

ARTICLE 8 - HOLIDAYS

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

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

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

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

the remainder of the calendar year. Annually thereafter, straight time hours worked in the preceding year will be divided by one thousand nine hundred fifty (1950) to determine the percentage of proration.

ARTICLE 9 - PERSONAL LEAVE

Section 1. In addition to the holidays granted, two (2) days of personal leave with pay will be granted to permanent and probationary employees per year of employment except that employees hired prior to January 1, 2014 shall have four (4) days of personal leave with pay each year thereafter. Personal leave may be taken in one-half (½) hour increments. Personal leave shall not accumulate from year to year. Approval for personal leave shall require mutual agreement between the employee and his/her supervisor. New employees must work four hundred eighty nine (489) hours before being eligible to use personal leave days.

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

ARTICLE 10 - VACATIONS

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

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

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

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

Vacations may be taken in one-half (½) hour increments. The employer shall give good faith consideration to granting employees vacation requests, subject to the needs of the department.

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

Section 2. Paid holidays occurring during an employee's approved vacation shall not be charged against vacation time but shall be treated as holidays. Sick leave because of hospitalization of the employee or because of hospitalization or death in the employee's immediate family as defined in Art. 11, Sec. 4, occurring during an employee's approved vacation shall not be charged against vacation time if the employee presents written verification.

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

Section 4. Any accrued vacation or other indebtedness to a deceased employee will be paid to appropriate persons as provided for by law.

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

ARTICLE 11 - SICK LEAVE

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

Years of Service	**Hours per Pay Period**
Commencing 0 months	2.00
Commencing 13 months	4.00
Commencing 25 months (for employees hired prior to January 1, 2014 only)	5.25

Section 2. Sick leave accumulation shall not exceed one thousand nine hundred (1900) hours (one thousand three hundred fifty (1350) hours for employees hired January 1, 2014 and after) as of the end of each payroll year. Sick leave shall be accrued in the pay period in which it is earned and deducted in the pay period in which it is used.

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

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

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

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

Sick leave may be paid, upon approval of the supervisory staff, for absence because of death in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as spouse, parents of spouse, parents, guardian, children, brothers, sisters, wards of the employee, grandparents, grandchildren or step-family members. An employee may be permitted, upon the approval of his/her Department Head, up to a maximum of ten (10) days sick leave in the event of death in the immediate family, as defined in this subsection, and in conformity with Civil Service Rules and Regulations. An employee with fewer than 3 years of service from date of hire may be permitted, upon approval of his/her Department Head, to go into a negative sick leave balance of up to a maximum equivalent of 3 days if the employee does not have sufficient sick leave to cover the duration of their leave in the event of death in the immediate family as defined above.

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

ARTICLE 12 - HEALTH AND HOSPITALIZATION, LIFE AND DENTAL PLANS

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

Single Coverage	100%*
Dependent Coverage	70%

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

*See attached Memorandum of Understanding.

[NOTE: The actual descriptions of the Group Health Care Plan benefits are contained in the plan documents and are available in the Human Resources Department.]

Eligibility. Full-time and part-time permanent and probationary employees are eligible for group health plan coverage on the first of the month following one (1) full calendar month of employment.

Section 2. Life Insurance. The Employer agrees to pay the full premium for group life insurance for full-time permanent and probationary employees and also contribute to the premium for part-time permanent and probationary employees pursuant to Section 6 of this Article. The amount of group life insurance is based on annual base salary, according to the following schedule:

Annual Base Salary	**Policy Amount**
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 - $50,000	$50,000
$50,000 and over	Annual salary rounded off to nearest one-thousand dollar increment

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

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

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

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

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

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

Section 6. Prorated Employer Contribution for Eligible Part-Time Employees. Except for the employees covered by the memorandum contained in Exhibit G, all newly-appointed eligible part-time employees (new County employees, full-time employees moving to part-

time status, and part-time employees changing positions) will receive a prorated Employer contribution to the premiums for health, dental and life coverage based on the full-time equivalent of the position to which they are appointed.

Thereafter, the proration amount for the following insurance year will be recalculated at the end of each payroll year. The proration amount will be equal to the percentage of the employee's full time equivalent based on the actual hours in payroll status during the previous payroll year. For this purpose, "payroll status" includes regular hours worked, the straight time equivalent of overtime hours worked, and any paid leave time.

ARTICLE 13 - WORKERS' COMPENSATION

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

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

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

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

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

ARTICLE 14 - SAFETY AND SAFETY EQUIPMENT

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

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

Section 3. Should an employee file written complaint to the Safety Committee of unsafe or unhealthy conditions in violation of accepted safety and health policies, the matter if not corrected in five (5) days satisfactorily may be processed according to provisions under Article 21 of this Agreement.

ARTICLE 15 - MEALS AND TRAVEL EXPENSES

Section 1. The schedule of maximum payments for meal reimbursement shall be in accordance with the then-current County Board policy. Meal reimbursement shall be allowed only under the following circumstances:

A. Where an employee is in travel status within the County and overnight lodging is approved;

B. When an employee is in travel status outside St. Louis County; or

C. When an employee is required to attend a workshop, seminar, or working lunch meeting where a meal is served for which payment is required. Provided, however, the employee shall be reimbursed for the actual cost of the meal, even if in excess of the meal reimbursement rate set forth in the then-current County Board policy, if the employee is required to purchase a specific meal and does not have a choice of alternatives.

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

ARTICLE 16 - LICENSE, CONTINUING EDUCATION

Section 1. The Employer shall pay on behalf of each employee covered by this Agreement the cost of a State of Minnesota license as may be required in order for the employee to work in the employee's classification and position.

Section 2. The Employer may pay, upon approval of the Department Head, the cost of continuing education programs and association memberships which are authorized by the Department Head. The Department Head may authorize reimbursement for travel, lodging and meals reasonably and necessarily incurred in attendance at continuing education programs approved by the Department Head, in accordance with the Employer's travel policy, subject to the Department Head's exclusive discretion and subject to budgetary considerations.

ARTICLE 17 - SENIORITY

Section 1. Seniority is defined as the length of continuous, uninterrupted service in the St. Louis County Attorney's Office as an Investigator.

Section 2. Layoff, Bumping and Recall. In the event the Department Head determines to layoff employees, the layoff shall occur by division, beginning with the employee then serving in the division with the least seniority and proceeding within the division in the inverse order of seniority. Written notice of layoff shall be served upon the employee at least ten (10) days prior to layoff, with copy to the Union. An employee who receives notice of layoff may choose to accept the layoff or, if the employee has greater seniority, choose to bump the Investigator with the least amount of seniority in the County Attorney's Office, provided the employee is qualified for the position.

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

Section 3. Loss of Seniority. An employee shall lose all accumulated County service and division seniority in the event of any one of the following:

(a) Voluntary resignation;

(b) Discharge for just cause;

(c) Retirement;

(d) Failure to report for work within fourteen (14) calendar days after mailing of notice of recall; or

(e) Failure to be recalled from layoff within two (2) years of layoff.

Section 4. Seniority List. The seniority list shall be brought up to date in January of each year and a copy sent to the Union.

ARTICLE 18 - PROBATION

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

ARTICLE 19 - TRANSFERS

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

ARTICLE 20 - LEAVES OF ABSENCE

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

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

Section 3. Parental Leave. Upon sixty (60) days' advance written request by an employee to his/her Department Head, up to a maximum of six (6) continuous months of unpaid leave of absence to care for the adopted child of the employee or the employee's new born infant. The employee shall have discretion to determine the length of leave up to the maximum allowed under this section. Parental leave shall commence within one (1) year after the birth of the child or custody date of an adopted child. When both parents are employees within this contract, the parental leave shall be divided, upon request of the employee, in accordance with this Article.

Section 4. Sabbatical. Employees holding a permanent position with St. Louis County after five (5) years employment and subject to approval of the Department Head, may be granted a sabbatical leave of absence, without pay, for a period of not more than two (2) years. An employee on a sabbatical leave shall not accrue additional seniority, vacation or sick leave

during the leave of absence. These benefits will be frozen at the level immediately prior to the beginning of the leave.

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

ARTICLE 21 - GRIEVANCE PROCEDURE

A. Employee Rights of Protection and Representation:

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

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

B. Grievance Defined:

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

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

C. Grievance Procedure:

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

Step 1: Within ten (10) calendar days after the first occurrence of the event giving rise to the claimed violation, the employee and/or the employee's representative shall

submit the grievance to the employee's supervisor who, within three (3) working days thereafter, shall give an answer.

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

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

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

Step 3: If the grievance is not settled in Step 2, the Union shall present the matter in writing to the County Grievance Board within five (5) calendar days after receipt of the Department Head's written answer. The Grievance Board shall be composed of three (3) members appointed by the County Board of Commissioners.

Within fourteen (14) calendar days of receipt of such written grievance, the County Grievance Board shall schedule a hearing into the matter, after the close of which it shall render its decision no later than fourteen (14) calendar days thereafter.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) calendar days after receipt of the County Grievance Board's decision by requesting the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. Both the Employer and the Union shall have the right to alternately strike names from the panel. The party striking the first name shall be established by the flip of a coin. The remaining person shall be notified of his/her selection and requested to set a date and a time subject to the availability of the Employer and the Union representatives.

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

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

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

D. Waiver:

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

ARTICLE 22 - DISCIPLINE AND DISCHARGE

Section 1. Just Cause. The Employer may discipline or discharge employees who have completed the required probationary period only for just cause. A written reprimand, suspension, demotion or discharge of any employee who has completed the required probationary period may be appealed through the grievance procedure as set forth in Article 21 herein.

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

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

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

Section 1. Members of the bargaining unit shall, at the option of the Employer, be subject to drug and alcohol testing based on reasonable suspicion as defined by state law.

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

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

ARTICLE 24 - RETIREMENT

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

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

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

Accumulated, unused sick leave shall be an amount equal to the number of hours, not to exceed one thousand nine hundred (1900) (one thousand one hundred fifty (1150) for employees hired January 1, 2014 and after), of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accumulated, unused vacation shall be an amount equal to the number of hours of unused vacation time multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement.

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

Adoption of the policy shall not be construed as a waiver of the Employer's position that employer contributions to Post-Retirement Health Care Savings Plans are not a mandatory topic of negotiations. The Employer may amend or repeal the policy at any time; provided, however, if the Union objects to the Employer's amendment or repeal, the Union shall be entitled, upon written notice to the Employer, to instate the terms of Article 23 of the 2000-2001 Civil Service Basic Unit collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

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

> First, from the employee's accumulated, unused sick leave, calculate the lesser of one-half of the employee's accumulated, unused sick leave or the cost of the maximum life insurance benefit available to the employee under the employee's collective bargaining contract, when the life insurance is purchased as paid up life insurance. This amount shall be designated as the "option amount." The employee shall next designate the portion of the option amount which the employee wishes to use to purchase paid up life insurance. From the balance of the option amount, after deduction of the life insurance cost, shall be subtracted an amount equal to any Employer's FICA tax payable on the option amount. The remaining balance of the option amount shall then be paid to the employee as a cash payment, subject to

withholding deductions required by law (e.g. employee's FICA, State and Federal income tax, etc.).

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

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

ARTICLE 25 - EQUAL APPLICATION

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

ARTICLE 26 - COMPLETE AGREEMENT, WAIVER OF BARGAINING, SAVINGS

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

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

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

ARTICLE 27 - PARKING

Section 1. For purposes of priority for available parking, employees in this bargaining unit will continue to be grouped with the unclassified employee group.

ARTICLE 28 - RENEWAL AND ARBITRATION

Section 1. This Agreement shall continue in full force and effect through December 31, 2019, and from year to year thereafter unless either party hereto shall give written notice to the other on or before sixty (60) days prior to the expiration date.

Section 2. The Employer shall make this Agreement available for distribution to all present and future employees.

COUNCIL 5, AFSCME:

By: _____
Northern Field Director

By: _____
Field Staff

By: _____
President, Local 3761

ST. LOUIS COUNTY
BOARD OF COMMISSIONERS:

By: _____
Chairman

By: _____
St. Louis County Auditor Chief Deputy

Approved as to form and execution:

_____
St. Louis County Attorney

PAY PLAN Q9A

EXHIBIT A

INVESTIGATOR

2017 PAY PLAN - 2.0% Increase

Effective 12/24/2016

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP L1	STEP L2	STEP L3	STEP L4	STELP L5
Annually	$48,087	$50,018	$52,007	$54,113	$56,258	$58,500	$60,840	$63,297	$65,813	$68,484	$71,214
Monthly	4007	4168	4334	4509	4688	4875	5070	5275	5484	5707	5935
Biweekly	1849.50	1923.75	2000.25	2081.25	2163.75	2250.00	2340.00	2434.50	2531.25	2634.00	2739.00
Hourly	24.66	25.65	26.67	27.75	28.85	30.00	31.20	32.46	33.75	35.12	36.52

EXHIBIT B

PAY PLAN Q9A

INVESTIGATOR

2018 PAY PLAN - 2.5% Increase

Effective 12/23/2017

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP L1	STEP L2	STEP L3	STEP L4	STELP L5
Annually	$49,296	$51,266	$53,313	$55,458	$57,662	$59,963	$62,361	$64,877	$67,451	$70,200	$72,989
Monthly	4108	4272	4443	4622	4805	4997	5197	5406	5621	5850	6082
Biweekly	1896.00	1971.75	2050.50	2133.00	2217.75	2306.25	2398.50	2495.25	2594.25	2700.00	2807.25
Hourly	25.28	26.29	27.34	28.44	29.57	30.75	31.98	33.27	34.59	36.00	37.43

EXHIBIT C

PAY PLAN Q9A

INVESTIGATOR

2019 PAY PLAN - 2.5% Increase

Effective 12/22/2018

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP L1	STEP L2	STEP L3	STEP L4	STELP L5
Annually	$50,525	$52,553	$54,639	$56,843	$59,105	$61,464	$63,921	$66,495	$69,128	$71,955	$74,822
Monthly	4210	4379	4553	4737	4925	5122	5327	5541	5761	5996	6235
Biweekly	1943.25	2021.25	2101.50	2186.25	2273.25	2364.00	2458.50	2557.50	2658.75	2767.50	2877.75
Hourly	25.91	26.95	28.02	29.15	30.31	31.52	32.78	34.10	35.45	36.90	38.37

EXHIBIT D

SELF-INSURED MEDICAL PLAN FUNDING

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

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

ST. LOUIS COUNTY
BOARD OF COMMISSIONERS

By: _____
Its: Chairman

COUNCIL 5, AFSCME

By: _____
Its: President Local 3761

By: _____
Its: Field Representative

By: _____
Its: Field Director

[1] Notwithstanding the formula in the preceding sentence, the monthly plan subscriber payment shall be $52.72 beginning January 1, 2017; $62.72 beginning January 1, 2018; and $72.72 beginning January 1, 2019. The Employer shall not be responsible for paying the balance of the monthly payment calculated pursuant to the formula.

Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: March 7, 2017 Resolution No. 17-136
Offered by Commissioner: Nelson

County Attorney's Investigators Unit: 2017-2019

RESOLVED, That the 2017-2019 County Attorney's Investigators unit contract is ratified and the appropriate county officials are authorized to execute the Collective Bargaining Unit Agreement, a copy of which is on file in County Board File No. 60553.

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

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, **DONALD DICKLICH**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 7th day of March, A.D. 2017, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 7th day of March, A.D., 2017.

DONALD DICKLICH, COUNTY AUDITOR

By _____
Deputy Auditor/Clerk of the County Board