

AGREEMENT
BETWEEN
ST. LOUIS COUNTY
AND
ARROWHEAD PUBLIC SERVICE UNION
REPRESENTING
ST. LOUIS COUNTY MERIT SYSTEM SUPERVISORY EMPLOYEES

2012-2014

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**AGREEMENT BETWEEN ST. LOUIS COUNTY
AND
ARROWHEAD PUBLIC SERVICE UNION
REPRESENTING ST. LOUIS COUNTY
MERIT SYSTEM SUPERVISORY EMPLOYEES**

ARTICLE 1 – RECOGNITION

St. Louis County (hereinafter referred to as “Employer”) recognizes Arrowhead Public Service Union (hereinafter “Union”) as the exclusive representative for collective bargaining purposes for all Supervisory Merit System employees of the St. Louis County Public Health and Human Services Department (hereinafter referred to as “the Department”), who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding the Public Health and Human Services Director, confidential employees, and all other employees, with respect to salary, wages, hours, working conditions, and other conditions of employment.

The Employer agrees to meet and confer with the fully accredited officers and committees of the Union on any questions and condition of employment not covered by this Agreement. The Union shall also certify to the Employer a complete and current list of its officers and representatives.

ARTICLE 2 – 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, to determine the number of personnel and the amount of supervision, to direct the work force, 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 Employer in situations of emergency. Such rights and responsibilities are limited only as specifically stated within this Agreement.

ARTICLE 3 – UNION ACTIVITY/UNION SECURITY

A. Any employee duly authorized to represent the Union at International, State, District, or local negotiating meetings, shall be permitted leave from duty without pay upon one (1) week advance notice, provided time does not interfere with normal operation of the Department. The Employee shall not be discriminated against nor lose any rights or status earned or enjoyed as a result of the leave.

B. Union representatives shall have access to the premises to meet and confer with employees, but the Union agrees not to interfere with the Employer's operations.

C. Payment of dues:

1. Upon receipt of written notice from an employee to deduct monthly dues from his/her salary, the Employer agrees to make such payroll deductions and submit same to the Union. Submittal of dues to the properly designated Union Treasurer shall be before the next dues payroll period.

2. In order to discontinue membership in the Union, the employee shall first give written notice to the Union. The Union shall immediately notify the Accounting Department of said action and deductions shall be stopped at the next payroll period.

D. All employees in the bargaining unit who are not members of the exclusive representative organization shall be required to contribute through payroll checkoff a fair share fee for services as designated by the exclusive representative in accordance with the Public Employment Labor Relations Act of 1971 as amended.

E. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders of judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under provisions of C and D of this Article.

ARTICLE 4 – SELECTION OF PERSONNEL, RECORDS

A. Employment of staff in this bargaining unit with the Department is administered under the rules of the Minnesota Merit System. The Department is an equal opportunity employer.

B. Merit System. Supervisory and managerial positions of Social Service Supervisor, Division Director, Administrative Assistant, and other professional positions, are selected from the list of best qualified candidates under the rules of the Minnesota Merit System. This includes appointments, transfers, reinstatements from registers established by examination.

C. Personnel Records. The Employer maintains a personnel folder for each employee, which shall be maintained in accordance with the Minnesota Data Practices Act.

ARTICLE 5 – APPOINTMENTS, STATUS

A. Probationary Period. All new, non-temporary employees are subject to a probationary period during their first six months of employment. Employees may not take any paid vacation leave during this time.

Promoted employees also serve a six-month probationary period in the new class. (There is no restriction on vacation leave if total employment with the Department exceeds six (6) months.)

The Department may also require that a reinstated or transferred employee (either from another jurisdiction, department, or position in the Department) serve a new probationary period. Employees performing satisfactorily during their probationary period will be certified at the end of probation. Time served as a temporary employee will not count as part of the probationary period.

B. Evaluations. Administrative appraisal shall be considered to determine salary increases and in making promotions, demotions, dismissals, and in determining the order of separation due to reduction in forces, in the event of equal seniority.

The Employer shall meet and confer with the Union on any proposed revision to the Administrative Appraisal Form prior to implementation.

C. Promotions/Examination Time. If the examination is given during working hours, the employee may take the exam with supervisory approval without losing any benefits.

D. Voluntary Demotions. An employee who wishes to take a position in a lower job classification should notify the Personnel Office. If this person's present salary is within the salary range of the lower class, it may remain the same although the specific salary assignment must be determined and approved in each case. If this person's present salary is above the range of the lower class, it shall be lowered so that it is within this salary range.

E. Resignations/Severance. An employee resigning must give four (4) weeks advance written notice of resignation to the Department Head. Accrued vacation time may not be counted as any part of the four week's notice.

Upon separation from employment, an employee shall be paid for accrued vacation up to 270 hours. The daily severance pay rate formula is per Merit System Rule 12 MCAR 2.517.

An unauthorized absence from work is grounds for disciplinary action, subject to the grievance procedure, and any employee who is absent from work, without authorization, for three (3) consecutive work days shall be deemed to have resigned.

F. Layoffs.

1. Seniority is the total accumulation of paid service within a classification. In promotions or transfers, seniority shall continue to accrue in the Merit System classification(s) in which the employee previously served. However, seniority in a classification(s) in the Merit System Basic Unit in which the employee previously served shall be retained but shall only continue to accrue during the employee's service in a classification within the Merit System Basic Unit.

Only service within this Department is considered for purposes of computing service within a Merit System classification. Seniority previously earned by an employee in a Civil Service System classification(s) shall be retained, but shall only continue to accrue during the employee's service within a Civil Service classification.

2. When it becomes necessary, through shortage of work, lack of funds, abolishment of a position, or for other causes for which an employee is not at fault, to lay off an employee within the Merit System Supervisory bargaining unit, the following apply:

a. Any certified or probationary employee about to be laid off shall be demoted to displace any employee with less seniority in the next lower class in which he/she previously served unless he/she elects to be laid off. In either event the name of such employee shall be placed on an appropriate layoff list.

b. All emergency, provisional, probationary, and limited term employees within the same class in the Department shall be laid off first.

c. Layoff shall be in the inverse order of seniority within a classification.

d. Seniority ties: When two or more persons in a job class in which layoff or reduction is to be made have equal seniority in such class, the order of layoff or reduction in such tie cases shall be determined first by total years of service with the agency; second by the average of the three last and most recent agency ratings or by such ratings or average of ratings as such employees have received. Remaining ties will be broken by calling the flip of a coin.

e. The Employer shall give each affected employee notice by certified mail – receipt signed by addressee only, at least ten (10) working days before the effective date of any layoff and shall state the reason for the layoff.

f. **Layoff List:** Whenever the Employer wishes to fill a vacancy or a new position in the bargaining unit or a layoff list exists for the classification in which the position is to be filled, the Employer shall offer re-employment in the order of seniority from the layoff list.

g. The Employer shall, as each opening occurs, contact the most senior person on the layoff list by certified mail to offer the opening to such person until the position is filled or the list is exhausted. If the person refuses to accept an appointment offered to him/her, the Employer shall remove his/her name from the layoff list. Any person providing the Employer with a statement from their attending physician stating that they are unable to work at that time shall not have his/her name removed from the layoff list for refusing to accept an appointment.

h. No employee shall have his/her name removed from a layoff list for refusing to accept an appointment in a geographical location other than the location from which said employee was laid off. For the purposes of this Article, the parties agree that there are two geographic locations: the Duluth area shall be considered as one location and the Range area shall be considered as another location.

i. In the event of layoff of an employee within this unit who has retained seniority in a classification within the Merit System Basic Unit, an employee shall have the right to exercise his seniority to displace an employee within the Merit System Basic Unit who has less seniority accrued within the Merit System Basic Unit. All members of this unit who have seniority in both this unit and the Merit System Basic Unit shall compute their seniority, for purposes of bumping back into the Merit System Basic Unit, based only on their time of service in the Merit System Basic Unit.

G. **Reemployment.** Reemployment of a former Merit System employee, who has resigned in good standing, may be given consideration, irrespective of the Merit System register, per Merit System Rule 12 MCAR 2.503.

H. **Transfers.** Notice of the classification and location of positions available in the Department will normally be posted electronically. Employees in the same classification may request consideration for lateral transfer by submitting a memorandum to the Personnel Office within the stated time limit. Requests received after the stated time limit will only be given consideration if the Appointing Authority is still interested in seeing additional candidates. The Appointing Authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

I. Dismissals. Any dismissal for disciplinary reasons shall not be finalized until the expiration of a five (5) day period of suspension without pay. Dismissals are subject to the grievance procedure.

ARTICLE 6 – WORK DAY/WORK WEEK/REST PERIODS

A. All employees shall work seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, as the normal schedule. Normal work days shall be Monday through Friday and normal work hours shall be 8:00 a.m. through 4:30 p.m., except for functions operating on a continuous shift basis or requiring departure from the normal schedule, except as developed under the provisions in Section C of this Article.

B. Equivalent compensatory time off for hours of work over 37½ hours per week will be allowed under the following conditions:

1. Regularly scheduled meetings or regularly scheduled appointments held after the employees scheduled work shifts.

2. Scheduled emergency call lists. (Employees will receive 7½ hours of compensatory time for this duty. If an employee is performing on-call duty during a week which contains a legal holiday, as described in Article 9, Section A, they shall be credited with an additional 7½ hours compensatory time).

3. Emergency calls during off hours necessitated by client crisis, provided that such crisis requires the employee to leave home for an hour or more, and upon supervisory approval on the following work day.

4. "Compensatory time" shall be allowed employees attending workshops that are job-related when the workshop is on the employee's scheduled day off and the request of compensatory time has been approved by the Department Head or his designee.

Compensatory time off will be scheduled by agreement between the employee and his/her supervisor. Accumulated compensatory time will be paid in cash to the employee not allowed compensatory time off during the calendar quarter in which the compensatory time was earned or during the next calendar quarter.

C. By mutual agreement between the parties, a trial period, the length of which shall be agreed upon by the parties, of a four-day work week may be undertaken, with hours worked per week to remain the same as indicated in Article 6, Section A.

D. Flextime, job sharing and permanent part-time arrangements may be implemented for work units upon mutual agreement between the Department Head and the Union.

E. Employees shall be permitted two fifteen (15) minute rest periods per day.

ARTICLE 7 – MERIT SYSTEM SALARIES, REIMBURSEMENT OF EXPENSES

A. All employees covered under this contract shall receive during 2012 the salary rate set forth and annexed hereto as Exhibit A (reflects a 1% increase). All employees covered under this contract shall receive during 2013 the salary rate set forth and annexed hereto as Exhibit A-1 (reflects a 1.5% increase). All employees covered under this contract shall receive during 2014 the salary rate set forth and annexed hereto as Exhibit B (see Exhibit B for percentage increases). All employees covered under this contract shall receive the salary rate set forth and annexed hereto as Exhibit B-1 (reflects an additional Merit step at the end of each salary range) effective December 13, 2014. Salary adjustments will be applied for the full pay period covered by the first bi-weekly pay check of the new payroll year. The bi-weekly salary will be computed by multiplying the monthly salary times twelve (12) and dividing by twenty-six (26). The hourly rate will be computed by dividing the bi-weekly rate by seventy-five (75).

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. 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.

B. Salary adjustments shall not be a part of or any way affect the annual evaluation and pay rating system regardless of date of anniversary.

C. All such increases shall be carried with each employee in promotion to higher and demotion to lower classification, but not to exceed the maximum salary of the lower classification. No employee shall receive a lower salary in any classification than what they began at for their particular classification.

D. Employees rated “unsatisfactory” on their annual evaluation shall be dismissed. Employees rated “marginal” shall receive no step increase, but upon being re-rated “marginal” and maintaining two consecutive “marginal” ratings, shall be dismissed. Those employees receiving a “competent” rating as their annual evaluation, shall be granted, aside and separate from a salary adjustment, a one-step salary increase on their anniversary date of employment, except when at maximum.

E. The anniversary date for an employee shall remain constant as of the employee’s date of hire throughout the tenure of the employee, except when adjusted due to unpaid leaves of absence of more than thirty (30) days’ duration.

F. Expense Accounts. Expense accounts are limited to personnel involved in Department business. Explanation of claim voucher must be sufficiently clear to obviate

questions on the part of those perusing the claim prior to payment or by auditors at the time of examination.

Transportation, meals, and lodging reimbursement – at Board-approved rate.

G. Step Upon Promotion. For promotions occurring on or after January 1, 2012, the salary of an employee who is promoted will be increased to the step in the new grade that is equal to a two (2) step increase from the employee's current rate. If there is not a rate in the new grade that is equal to the two-step increase rate of pay, the employee will be placed on the next highest step in the new grade so as to provide a minimum of a two-step increase upon promotion.

For promotions occurring on or after December 31, 2014, the supervisor's rate of pay upon promotion shall not be less than Step five (5) of the highest paid subordinate class reporting directly to the supervisor as of the effective date of the supervisor's promotion. In the event the two step increase yields a rate of pay that is less than Step five (5) of the highest paid subordinate class reporting directly to the supervisor, the increase upon promotion will be to the step that is at least equal to Step five (5) of the highest paid subordinate class reporting directly to the supervisor.

Paragraph 2 of Article 7, Section G does not apply to the supervisor/subordinate relationship involving the supervision of any of the Psychologist classifications.

ARTICLE 8 – SALARY DEDUCTIONS

The following salary deductions are authorized by the law:

The Employer will allow payroll deduction for Credit Union, United Way, Federal Savings Bonds, Employee Fund, health and hospitalization insurance, Employer approved deferred compensation plans, and the St. Louis County Flexible Benefit Plan. With respect to deductions for Credit Union, United Way and Federal Savings Bonds, the employee may choose the pay period in which the monthly deduction is to be made.

ARTICLE 9 – HOLIDAYS

A. For permanent and probationary employees, the following days shall be considered holidays, namely: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. If one of the above listed holidays falls on an employee's regularly scheduled day off, another day off will be scheduled during that payroll period.

To be eligible to receive the 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. Payroll status shall be defined as when actually working, on paid vacation, paid sick leave, paid personal leave, compensatory time off, or on a paid leave of absence.

B. For permanent and probationary employees with at least three months of County employment, two (2) days of personal leave with pay will be granted to employees per year of employment, except that employees whose most recent date of hire is prior to January 1, 2015 shall have four (4) days of personal leave with pay each year after the first year of employment. Personal leave shall be taken at a time mutually agreeable to the employee and his/her supervisor. Personal leave days are not accumulative from year to year. Employees appointed on a temporary, emergency, or limited term basis are not eligible for the personal leave days. Personal leave may be taken in fifteen (15) minute increments.

C. 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 489 hours) the first 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 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 1950 to determine the percentage of proration.

ARTICLE 10 – VACATION

A. Permanent and probationary employees shall earn vacation with pay according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Accrual</u>
0 – 1 Year	2.00 hours per bi-weekly pay period
After 1 through 5 years	5.50 hours per bi-weekly pay period
After 5 through 10 years	7.5 hours per bi-weekly pay period
After 10 through 15 years	8.5 hours per bi-weekly pay period
After 15 through 20 years	8.75 hours per bi-weekly pay period
After 20 through 25 years	9.0 hours per bi-weekly pay period
Over 25 years	9.5 hours per bi-weekly pay period

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

Vacation accumulation shall not exceed two hundred seventy (270) hours at the end of any given pay period. However, upon special request in writing to the Department Head, and

mutual agreement, an employee may be granted accumulated vacation time beyond the two hundred seventy (270) hours.

B. Wherever an employee is about to lose vacation because of the limitation of accumulation under this Article, the Employer upon the request of the employee shall make arrangements to permit the employee to take his/her current vacation accumulation representing the amount of vacation hours accumulated in excess of 270 and thus prevent the loss of said earnings.

C. After an employee's first six full calendar months of service, vacation leave benefits computed from the first full month of employment may be used, subject to Section D of this Article.

D. Under normal conditions, vacation leave should be planned with and approved by the immediate supervisor. In the case of an absence because of an emergency, the employee should notify his/her immediate supervisor by telephone as soon as possible after eight o'clock a.m.

Vacations will be allowed when requested, insofar as is practicable. To avoid disappointment, the employee shall inform his/her supervisor of vacation plans sufficiently in advance, that adequate staffing can be planned for.

Single days of vacation may be taken with supervisory approval.

E. Proration. Eligible employees being paid for less than a full 75 hour pay period shall have their vacation accruals pro-rated.

ARTICLE 11 – SICK LEAVE

A. Permanent and probationary employees shall earn sick leave with pay in accordance with the following schedule:

<u>Months of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0	2.00
Commencing 13	4.00
Commencing 25 months (for employees whose most recent date of hire is prior to January 1, 2015 only)	5.25

Sick leave shall accumulate during the payroll year with no maximum limit. However, at the end of the payroll year, an employee's accumulated sick leave shall be reduced to a maximum of one thousand nine hundred (1900) hours (one thousand three hundred fifty (1350) for employees whose most recent date of hire is January

1, 2015 and after).

Sick leave cannot be used during an employee's scheduled vacation unless submittal of a letter from his/her physician to his/her Department Head.

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

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

Sick leave may be paid, upon approval of the supervisory staff, for absence because of death in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as spouse, parents of spouse, parents, guardian, children, brothers, sisters, wards of the employee, grandparents or grandchildren or step-family members. An employee may, upon approval of his/her 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 section.

The 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. The Department Head may indicate whether the verification shall be from an attending or a designated physician.

C. Proration. Eligible employees being paid for less than a full 75 hour pay period shall have their sick leave accruals pro-rated.

ARTICLE 12 – SICK LEAVE BANK

A. The Merit System Supervisory Unit Sick Leave Bank is an additional benefit system maintained by the Employer and shall be administered by a Committee appointed by the Union to permit extensions of sick leave in the event of injury or major illness. The Union shall keep the Employer advised, in writing, of membership of the Committee. The Committee shall act pursuant to guidelines established by the St. Louis County Board of Commissioners.

The Committee, upon establishing a need for additional funding of the Sick Leave Bank, shall provide written documentation of such need to the Human Resources Director at the

beginning of the payroll year. Upon receipt of reasonable documentation, one (1) day of sick leave will be deducted from the total sick leave accumulation of each unit employee qualified to participate in the Sick Leave Bank to be credited to the Unit's Bank.

B. No employee shall be allowed to participate in the Sick Leave Bank until the employee has reached the maximum rate of accrual for sick leave.

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

ARTICLE 13 – INSURANCE

A. 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 F 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 permanent and probationary employees are eligible for group health plan coverage on the first of the month following one (1) full calendar month of employment. Part-time permanent and probationary employees are eligible for group health plan coverage on the first day of the next calendar month of employment after completing 489 hours of service.

B. 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 F of this Article. The amount of group life insurance is based on annual base salary, according to the following schedule:

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

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

Eligibility. Full-time employees become eligible for life insurance on the first of the month following six full calendar months of employment. Part-time employees become eligible on the first of the month following completion of 1,000 hours.

C. 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 F of this Article. 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. Part-time employees become eligible on the first of the month following the completion of 1,000 hours.

C-1. Long Term Disability Insurance. Effective February 1, 2015, 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 cost 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 part-time employees occupy 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.

D. 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.

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

F. Prorated Employer Contribution for Eligible Part-Time Employees. All newly-appointed eligible part-time employees (new County employees, full-time employees moving to part-time status, and part-time employees changing positions) will receive a prorated Employer contribution to the premiums for health, dental and life coverage based on the full-time equivalent of the position to which they are appointed.

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

ARTICLE 14 – WORKERS' COMPENSATION

A. Any employee who by reason of sickness or injury receives workers' compensation benefits may do either of the following:

1. Retain the workers' compensation benefits without assessment against any available leave credits, or
2. 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 PERA and federal and state income tax withholding. Overtime will be considered on the same basis as it is for workers' compensation purposes.

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

B. 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 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 15 – LEAVES OF ABSENCE

A. Leaves Without Pay.

1. Any certified employee may be granted a leave of absence without pay on the grounds of sickness, disability, or other good or sufficient reasons which are considered to be in the interest of the agency, providing, however, no leave shall exceed one (1) year. Such leaves must be requested in writing by the employee and shall require written approval by the Department Head.

2. Certified employees, after five (5) years of continuous employment with the Department in a position under the jurisdiction of the Minnesota Merit System, and subject to approval of the Department Head, may be granted a sabbatical leave of absence, without pay, for a period of not less than one (1) year nor in excess of two (2) years. An employee on a sabbatical leave shall not accrue additional seniority, vacation and sick leave during leave. These benefits will be frozen at the level immediately prior to the beginning of the leave.

During the sabbatical leave, an employee on a sabbatical leave shall not be employed in a position similar to a position held in the agency immediately prior to the leave of absence. The sabbatical leave of an employee violating this provision shall be canceled five (5) working days after the Employer mails a notice of cancellation of the leave by certified mail to the last address of the employee which

is on file with the Personnel Office of the Department. Cancellation of the leave shall not preclude the Department Head from considering additional disciplinary measures for a violation of this provision, subject to the grievance procedure.

The employee shall be returned to the job classification held at the time of the approval of the sabbatical leave, upon the first available opening after the expiration date of their leave. Any employee who resigns while on a leave will be paid the severance due him computed at the rate prevailing when the leave began.

Employees on an approved sabbatical leave under this section may be returned to a position prior to the expiration of their approved leave upon mutual agreement of the employee and the Department Head.

B. Parental Leave. Upon sixty (60) days' advance written request by an employee to his/her Department Head, up to a maximum of six (6) continuous months of unpaid leave of absence shall be granted in connection with the birth or adoption of a child. Such leaves shall commence within one (1) year after the birth of the child or custody date of an adopted child. Such leave shall be available to only one parent of the child.

C. Military Leave. Employees shall be entitled to military leave of absence and reinstatement in accordance with applicable law.

D. Special Leaves. The Employer may grant a leave of absence without pay to any certified employee in the Classified Service to permit the employee to accept an appointed position in the Unclassified Service or higher position in the Classified Service. This shall be subject to the same conditions as outlined in the rules pertaining to military leave.

Any employee who resigns while on leave will be paid the severance due the employee, computed at the rate prevailing when leave began.

E. Jury Duty. Each employee shall be paid full salary while on leave for serving on a jury or for work-related appearances in response to subpoena or as witness before a county, legislative committee, or other judicial or quasi-judicial body as a witness involving Federal, State, or political subdivisions thereof, and no loss of rights or salary while on such leave. Any fees or remunerations allowed beyond any salary received from St. Louis County for such service shall be refunded or turned over to the Employer.

ARTICLE 16 – PROFESSIONAL, POLITICAL ACTIVITY

A. Professional Activity. Membership in professional social work organizations may require attendance at committee meetings, conferences, or institutes. Paid work time spent in such activity within the state is subject to the advance approval of the Department Head or his/her designated representative. Permission to attend meetings, conferences, or

institutes on Agency time outside the state may be recommended by the Department Head or his/her designated representative, subject to Employer approval.

B. Political Activity. Political activity is permitted in accordance with the applicable Federal and State statutes.

ARTICLE 17 – GRIEVANCE PROCEDURE

“Grievance” means a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. Should any Merit System Supervisory employee feel that the employee’s rights and privileges under this Agreement have been violated, that employee shall:

a. Review the matter with the immediate supervisor to whom the employee reports.

b. If no understanding is reached, the aggrieved employee and/or the employee’s authorized representative shall, within ten (10) calendar days of the occurrence of the event giving rise to the grievance present the grievance, in writing, to the Department Head. Within ten (10) calendar days after receipt of the written grievance, the Department Head shall submit an answer in writing to the aggrieved employee and/or the employee’s representative.

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

c. If the grievance is not settled in Step b, the Union shall submit the matter in writing to the County Grievance Board within ten (10) calendar days after receipt of the Step b written answer. The Grievance Board shall be composed of three (3) members appointed by the County Board of Commissioners.

Within ten (10) 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 ten (10) calendar days thereafter.

d. All areas not covered by appeals to the Minnesota Merit System Council may be appealed to the arbitration step in this grievance procedure. The Union may refer the matter to arbitration by giving the Employer, within ten (10) calendar days after receipt of the County Grievance Board decision, written notice of intent to proceed to arbitration. If the parties have not mutually agreed to a single arbitrator, the Union shall at the same time as it gives notice to the Employer of intent to proceed to arbitration, request a list of seven

(7) arbitrators from the Bureau of Mediation Services. The parties shall alternately strike names from this list until only one (1) remains, which person shall be the arbitrator. The first party striking shall be determined by the flip of a coin. The parties shall select the arbitrator pursuant to the above process within thirty (30) calendar days after receipt of the panel of arbitrators from the Bureau Mediation Services, unless the parties mutually agree to extend the thirty (30) calendar day period.

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 in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. 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 the written decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The fee and expenses of the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

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

e. If at any time an eligible employee elects to resolve a dispute pursuant to the Veteran's Preference Law, all rights under the grievance and arbitration procedure of this Article are immediately waived and abandoned permanently, regardless of whether the grievance and arbitration procedure has been commenced and regardless of the state to which the grievance and arbitration procedure may have progressed.

ARTICLE 18 – RETIREMENT

A. 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 the PERA or Coordinated Plans established by State Law and are otherwise eligible to continue coverage under Minn. Stat. §471.61.

B. 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, as of the date of retirement, have been employed by the Employer for five consecutive years immediately prior to retirement, and qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association or other appropriate State of Minnesota sponsored retirement fund, or Social Security.

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

Accrued sick leave shall be an amount equal to the number of hours, not to exceed 1900 (1150 for employees whose most recent date of hire is January 1, 2015 and after), of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accrued 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, subject to the approval of the immediate supervisor pursuant to Article 10, D, of this contract. 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 (not to exceed 1150 hours for employees whose most recent date of hire is January 1, 2015 and after), 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 Union objects to the Employer's amendment or repeal, the Union shall be entitled, upon written notice to the Employer, to reinstate the terms of Article 17 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

C. The Employer is agreed to pay the employee's pension share as provided under Minnesota Law for payment into the PERA Fund or the PERA – 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 19 – EQUAL APPLICATION

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

ARTICLE 20 – RETENTION OF BENEFITS, SAVINGS

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

B. Savings Clause. If any provision of this Agreement is declared by proper judicial authority to be unlawful, unenforceable or not in accordance with applicable Merit System

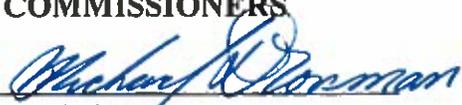
Rules, or law, all other provisions of this agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 21 – TERMINATION AND RENEWAL

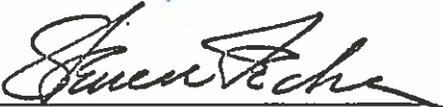
A. This Agreement effective January 1, 2012, shall remain in effect on a continuous, non-expiring basis until December 31, 2014, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, prior to the anniversary date that it desires to modify or terminate this Agreement.

As an exception to this Section for the 2012 through 2014 contract, the Employer and the Union agree that upon approval of this contract by both parties, that either party shall have 180 days to provide notice in writing to the other party of its desire to modify or terminate this agreement.

**ST. LOUIS COUNTY BOARD
OF COMMISSIONERS**

By: 

Chairman



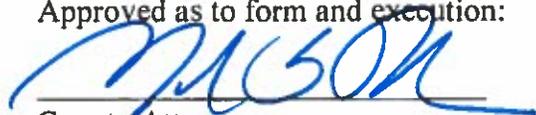
Steven C. Fecker
Labor Negotiator*

**ARROWHEAD PUBLIC SERVICE
UNION**

By: 

Its: APSU president

Approved as to form and execution:


County Attorney

2014-9185

*Not a party to this Agreement.

Exhibit A

MEDOT SYSTEMS - SUPERVISORY UNIT
2012 PAY PLAN
INCREASE
EFFECTIVE DECEMBER 17, 2011

	1	2	3	4	5	6	7	8	9	10	11
Accounting Supervisor											
Annually	43,076	44,987	47,249	49,384	51,558	53,840	56,316	58,871	61,603	64,339	67,314
Monthly	3580	3749	3937	4116	4287	4487	4683	4908	5136	5365	5610
Biweekly	1636.75	1730.25	1817.25	1893.00	1963.00	2070.75	2188.00	2284.25	2371.50	2478.50	2583.00
Hourly	22.09	23.07	24.23	25.33	26.44	27.81	28.98	30.19	31.62	33.02	34.52
Administrative Assistant I											
Annually	43,076	44,987	47,249	49,384	51,558	53,840	56,316	58,871	61,603	64,339	67,314
Monthly	3590	3749	3937	4116	4287	4487	4683	4908	5136	5365	5610
Biweekly	1658.75	1730.25	1817.25	1893.00	1963.00	2070.75	2188.00	2284.25	2371.50	2478.50	2583.00
Hourly	22.09	23.07	24.23	25.33	26.44	27.81	28.98	30.19	31.62	33.02	34.52
Administrative Assistant II											
Annually	47,249	49,384	51,558	53,840	56,316	58,871	61,603	64,339	67,314	70,356	73,515
Monthly	3937	4116	4287	4487	4683	4908	5136	5365	5610	5863	6128
Biweekly	1817.25	1920.75	1983.00	2070.75	2188.00	2284.25	2371.50	2478.50	2583.00	2708.00	2827.50
Hourly	24.23	25.33	26.44	27.81	28.98	30.19	31.62	33.02	34.52	36.06	37.70
Administrative Assistant III											
Annually	55,107	57,554	60,265	63,005	65,810	68,777	71,894	75,167	78,619	82,248	86,056
Monthly	4592	4787	5021	5250	5483	5731	6000	6284	6586	6896	7214
Biweekly	2119.50	2214.00	2317.50	2423.25	2535.00	2645.25	2763.00	2880.25	3001.50	3131.50	3268.00
Hourly	28.26	29.52	30.90	32.31	33.80	35.27	36.82	38.37	40.02	41.67	43.42
Business Manager											
Annually	55,107	57,554	60,265	63,005	65,810	68,777	71,894	75,167	78,619	82,248	86,056
Monthly	4592	4787	5021	5250	5483	5731	6000	6284	6586	6896	7214
Biweekly	2119.50	2214.00	2317.50	2423.25	2535.00	2645.25	2763.00	2880.25	3001.50	3131.50	3268.00
Hourly	28.26	29.52	30.90	32.31	33.80	35.27	36.82	38.37	40.02	41.67	43.42
Collection Services Supervisor II											
Annually	43,076	44,987	47,249	49,384	51,558	53,840	56,316	58,871	61,603	64,339	67,314
Monthly	3590	3749	3937	4116	4287	4487	4683	4908	5136	5365	5610
Biweekly	1658.75	1730.25	1817.25	1893.00	1963.00	2070.75	2188.00	2284.25	2371.50	2478.50	2583.00
Hourly	22.09	23.07	24.23	25.33	26.44	27.81	28.98	30.19	31.62	33.02	34.52
Deputy Director											
Annually	71,994	75,407	79,019	82,865	86,976	91,377	96,177	101,377	106,977	112,977	119,377
Monthly	6000	6284	6586	6908	7243	7593	7958	8338	8733	9143	9568
Biweekly	2768.00	2902.50	3031.50	3161.75	3293.25	3426.00	3560.25	3696.00	3833.25	3971.25	4110.00
Hourly	38.62	40.07	41.62	43.25	44.98	46.78	48.64	50.56	52.54	54.58	56.67
Division Director											
Annually	60,265	63,005	65,910	68,977	71,894	75,167	78,619	82,248	86,056	89,976	94,000
Monthly	5021	5250	5483	5731	6000	6284	6586	6896	7214	7543	7883
Biweekly	2317.50	2423.25	2535.00	2645.25	2763.00	2880.25	3001.50	3131.50	3268.00	3408.25	3553.00
Hourly	30.90	32.31	33.80	35.27	36.82	38.37	40.02	41.67	43.42	45.17	46.92
Social Services Supervisor											
Annually	48,302	50,466	52,787	55,167	57,564	60,255	63,005	65,910	68,777	71,594	74,407
Monthly	4025	4207	4399	4592	4787	4983	5180	5380	5583	5790	6000
Biweekly	1857.75	1941.75	2030.25	2119.50	2214.00	2317.50	2423.25	2535.00	2645.25	2763.00	2877.50
Hourly	24.77	25.89	27.07	28.26	29.52	30.90	32.31	33.80	35.27	36.82	38.37
Social Services Supervisor B											
Annually	47,249	49,384	51,558	53,840	56,316	58,871	61,603	64,339	67,314	70,356	73,515
Monthly	3937	4116	4287	4487	4683	4908	5136	5365	5610	5863	6128
Biweekly	1817.25	1920.75	1983.00	2070.75	2188.00	2284.25	2371.50	2478.50	2583.00	2708.00	2827.50
Hourly	24.23	25.33	26.44	27.81	28.98	30.19	31.62	33.02	34.52	36.06	37.70
Social Services Supervisor B											
Annually	55,107	57,554	60,265	63,005	65,810	68,777	71,894	75,167	78,619	82,248	86,056
Monthly	4592	4787	5021	5250	5483	5731	6000	6284	6586	6896	7214
Biweekly	2119.50	2214.00	2317.50	2423.25	2535.00	2645.25	2763.00	2880.25	3001.50	3131.50	3268.00
Hourly	28.26	29.52	30.90	32.31	33.80	35.27	36.82	38.37	40.02	41.67	43.42

The salary steps herein shall not include any amounts paid by any Social Services Board under the provisions of Minnesota Statutes, Section 471.01.

APPENDIX A-1

Exhibit A-1

MERT SYSTEM - SUPERVISORY UNIT
2013 PAY PLAN
REFLECTS 1.5% INCREASE
EFFECTIVE DECEMBER 15, 2012

	1	2	3	4	5	6	7	8	9	10	11
Accounting Supervisor											
Annually	43,719	45,669	47,661	50,135	52,338	54,839	57,155	59,748	62,578	65,364	68,328
Monthly	3643	3806	3968	4178	4362	4553	4763	4979	5215	5447	5694
Biweekly	1821.50	1903.00	1984.25	2092.25	2181.00	2290.50	2398.75	2514.00	2638.00	2764.50	2892.00
Hourly	22.42	23.42	24.58	25.94	27.52	29.31	31.31	33.54	35.98	38.52	41.04
Administrative Assistant I											
Annually	43,719	45,669	47,661	50,135	52,338	54,839	57,155	59,748	62,578	65,364	68,328
Monthly	3643	3806	3968	4178	4362	4553	4763	4979	5215	5447	5694
Biweekly	1821.50	1903.00	1984.25	2092.25	2181.00	2290.50	2398.75	2514.00	2638.00	2764.50	2892.00
Hourly	22.42	23.42	24.59	25.71	26.84	28.02	29.31	30.64	32.09	33.52	35.04
Administrative Assistant II											
Annually	47,951	50,135	52,338	54,839	57,155	59,748	62,578	65,364	68,328	71,409	74,627
Monthly	3996	4178	4362	4553	4763	4979	5215	5447	5694	5951	6219
Biweekly	1947.25	2092.25	2181.00	2290.50	2398.75	2514.00	2638.00	2764.50	2892.00	3030.00	3170.25
Hourly	24.59	25.71	26.84	28.02	29.31	30.64	32.09	33.52	35.04	36.62	38.27
Administrative Assistant III											
Annually	53,526	56,422	59,411	62,605	66,005	69,610	73,467	77,538	81,869	86,409	91,009
Monthly	4461	4685	4951	5208	5492	5801	6131	6486	6861	7250	7658
Biweekly	2191.00	2342.00	2475.25	2604.00	2751.00	2900.50	3051.00	3203.00	3356.00	3510.00	3665.00
Hourly	28.69	29.96	31.26	32.79	34.31	35.90	37.47	39.25	41.03	42.92	44.84
Employee Manager											
Annually	53,526	56,422	59,411	62,605	66,005	69,610	73,467	77,538	81,869	86,409	91,009
Monthly	4461	4685	4951	5208	5492	5801	6131	6486	6861	7250	7658
Biweekly	2191.00	2342.00	2475.25	2604.00	2751.00	2900.50	3051.00	3203.00	3356.00	3510.00	3665.00
Hourly	28.69	29.96	31.26	32.79	34.31	35.90	37.47	39.25	41.03	42.92	44.84
Collection Services Supervisor II											
Annually	43,719	45,669	47,661	50,135	52,338	54,839	57,155	59,748	62,578	65,364	68,328
Monthly	3643	3806	3968	4178	4362	4553	4763	4979	5215	5447	5694
Biweekly	1821.50	1903.00	1984.25	2092.25	2181.00	2290.50	2398.75	2514.00	2638.00	2764.50	2892.00
Hourly	22.42	23.42	24.59	25.71	26.84	28.02	29.31	30.64	32.09	33.52	35.04
Deputy Director											
Annually	73,057	76,539	80,000	83,616	87,283	91,163	95,141	99,282	103,572	108,009	112,594
Monthly	6088	6378	6667	6968	7272	7581	7892	8203	8525	8847	9170
Biweekly	2910.25	2943.75	3077.25	3218.00	3359.25	3500.25	3649.25	3802.75	3959.25	4116.25	4276.25
Hourly	37.47	39.25	41.03	42.88	44.75	46.75	48.79	50.97	53.19	55.47	57.82
Division Director											
Annually	61,132	63,941	66,805	69,818	72,987	76,309	79,782	83,309	86,892	90,531	94,227
Monthly	5096	5328	5575	5818	6069	6329	6597	6872	7153	7439	7730
Biweekly	2528.00	2664.25	2773.25	2889.00	3010.50	3137.25	3269.25	3406.25	3548.25	3695.25	3847.25
Hourly	31.38	32.79	34.31	35.80	37.47	39.25	41.03	42.88	44.79	46.72	48.68
Social Services Supervisor											
Annually	48,023	51,246	54,596	58,065	61,647	65,346	69,156	73,072	77,099	81,242	85,495
Monthly	4002	4271	4549	4830	5112	5404	5705	6014	6331	6656	6989
Biweekly	1988.00	1971.00	2041.00	2110.00	2179.00	2248.00	2317.00	2386.00	2455.00	2524.00	2593.00
Hourly	25.14	26.28	27.46	28.66	29.86	31.06	32.19	33.31	34.31	35.36	36.25
Social Services Supervisor II											
Annually	47,951	50,135	52,338	54,839	57,155	59,748	62,578	65,364	68,328	71,409	74,627
Monthly	3996	4178	4362	4553	4763	4979	5215	5447	5694	5951	6219
Biweekly	1947.25	2092.25	2181.00	2290.50	2398.75	2514.00	2638.00	2764.50	2892.00	3030.00	3170.25
Hourly	24.59	25.71	26.84	28.02	29.31	30.64	32.09	33.52	35.04	36.62	38.27
Social Services Supervisor III											
Annually	53,526	56,422	59,411	62,605	66,005	69,610	73,467	77,538	81,869	86,409	91,009
Monthly	4461	4685	4951	5208	5492	5801	6131	6486	6861	7250	7658
Biweekly	2191.00	2342.00	2475.25	2604.00	2751.00	2900.50	3051.00	3203.00	3356.00	3510.00	3665.00
Hourly	28.69	29.96	31.26	32.79	34.31	35.90	37.47	39.25	41.03	42.92	44.84

The salary steps herein shall not include any amounts paid by any Social Service Board under the provisions of Minnesota Statutes, Section 471.67.

APPENDIX B

Exhibit B

HEAVY SYSTEMS SUPERVISORY UNIT
2014 PAY PLAN
EFFECTIVE DECEMBER 14, 2013

PAY PLAN PS

	1	2	3	4	5	6	7	8	9	10	11
Accounting Supervisor											
Annually	44,597	46,526	48,505	51,020	53,391	56,731	59,264	63,824	63,824	66,871	68,853
Monthly	3715	3882	4076	4251	4449	4644	4939	5319	5319	5573	5738
Biweekly	1715.25	1791.75	1861.50	1963.50	2063.50	2143.50	2242.50	2433.75	2433.75	2564.25	2630.50
Hourly	22.87	23.89	25.08	26.22	27.38	28.58	29.90	31.25	31.25	32.73	33.74
Administrative Assistant I											
Annually	45,474	47,502	49,682	52,143	54,425	58,023	59,438	62,147	62,147	67,977	71,058
Monthly	3790	3958	4155	4345	4535	4833	4953	5179	5179	5665	5922
Biweekly	1743.00	1827.00	1917.50	2004.50	2093.25	2184.50	2258.00	2342.50	2342.50	2514.50	2611.00
Hourly	23.52	24.38	25.37	26.34	27.31	28.34	29.08	30.18	30.18	31.87	32.84
Administrative Assistant II											
Annually	48,900	51,129	53,391	56,731	59,305	63,824	65,324	68,871	68,871	72,853	76,126
Monthly	4075	4261	4449	4644	4859	5278	5379	5666	5666	5905	6344
Biweekly	1891.00	1985.50	2083.50	2184.50	2284.50	2443.75	2484.25	2644.25	2644.25	2788.00	2928.00
Hourly	25.08	26.22	27.38	28.58	29.90	31.25	31.73	34.19	34.19	35.74	37.04
Administrative Assistant III											
Annually	57,028	59,592	62,381	66,228	69,250	74,214	74,229	78,078	78,078	81,608	84,808
Monthly	4753	4966	5198	5520	5771	6185	6186	6507	6507	6801	7068
Biweekly	2182.75	2282.00	2398.75	2509.00	2622.00	2738.00	2738.00	2855.50	2855.50	2971.75	3083.00
Hourly	29.25	30.58	31.99	33.45	35.00	36.52	36.52	38.22	38.22	39.84	41.45
Business Manager											
Annually	57,028	59,592	62,381	66,228	69,250	74,214	74,229	78,078	78,078	81,608	84,808
Monthly	4753	4966	5198	5520	5771	6185	6186	6507	6507	6801	7068
Biweekly	2182.75	2282.00	2398.75	2509.00	2622.00	2738.00	2738.00	2855.50	2855.50	2971.75	3083.00
Hourly	29.25	30.58	31.99	33.45	35.00	36.52	36.52	38.22	38.22	39.84	41.45
Collection Services Supervisor II											
Annually	45,474	47,502	49,682	52,143	54,425	58,023	59,438	62,147	62,147	67,977	71,058
Monthly	3790	3959	4155	4345	4535	4833	4953	5179	5179	5423	5665
Biweekly	1743.00	1827.00	1917.50	2004.50	2093.25	2184.50	2258.00	2342.50	2342.50	2433.75	2514.50
Hourly	23.52	24.38	25.37	26.34	27.31	28.34	29.08	30.18	30.18	31.87	32.84
Deputy Director											
Annually	74,529	78,078	81,628	85,283	89,018	92,985	97,052	101,341	101,341	105,861	110,611
Monthly	6211	6507	6801	7108	7418	7759	8088	8448	8448	8822	9218
Biweekly	2852.50	3003.00	3138.75	3280.50	3423.75	3576.75	3732.75	3890.25	3890.25	4050.00	4211.50
Hourly	38.22	40.04	41.85	43.74	45.63	47.69	49.77	51.99	51.99	54.22	56.44
Division Director											
Annually	62,381	65,228	68,250	71,214	74,229	78,078	81,608	85,283	85,283	89,018	92,985
Monthly	5188	5435	5698	5933	6186	6507	6801	7108	7108	7418	7759
Biweekly	2389.25	2509.00	2622.00	2738.00	2855.50	3003.00	3138.75	3280.50	3280.50	3423.75	3576.75
Hourly	31.99	33.45	35.00	36.52	38.22	40.04	41.85	43.74	43.74	45.63	47.69
Social Services Supervisor											
Annually	68,998	72,200	75,500	79,000	82,700	86,500	90,500	94,700	94,700	99,100	103,700
Monthly	5749	6017	6292	6583	6883	7208	7542	7892	7892	8258	8633
Biweekly	2623.00	2728.00	2836.00	2946.00	3058.00	3172.00	3288.00	3406.00	3406.00	3526.00	3648.00
Hourly	28.64	29.81	31.03	32.25	33.59	34.95	36.32	37.70	37.70	39.12	40.54
Social Services Supervisor II											
Annually	48,900	51,129	53,391	56,731	59,305	63,824	65,324	68,871	68,871	72,853	76,126
Monthly	4075	4261	4449	4644	4859	5278	5379	5666	5666	5905	6344
Biweekly	1891.00	1985.50	2083.50	2184.50	2284.50	2443.75	2484.25	2644.25	2644.25	2788.00	2928.00
Hourly	25.08	26.22	27.38	28.58	29.90	31.25	31.73	34.19	34.19	35.74	37.04
Social Services Supervisor III											
Annually	57,028	59,592	62,381	66,228	69,250	74,214	74,229	78,078	78,078	81,608	84,808
Monthly	4753	4966	5198	5520	5771	6185	6186	6507	6507	6801	7068
Biweekly	2182.75	2282.00	2398.75	2509.00	2622.00	2738.00	2738.00	2855.50	2855.50	2971.75	3083.00
Hourly	29.25	30.58	31.99	33.45	35.00	36.52	36.52	38.22	38.22	39.84	41.45

The salary step within each cell includes any amount paid by any Social Service Board under the provisions of Minnesota Statutes, Section 471.81. This pay plan reflects a 4% increase for Administrative Assistant I and Collection Services Supervisor classifications, a 2% increase for the remaining classifications.

APPENDIX B-1

Exhibit B-1

MERIT SYSTEM - SUPERVISORY UNIT
PAY PLAN
REFLECTS THE ADDITION OF A NEW STEP
EFFECTIVE DECEMBER 13, 2014

PAY PLAN

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
Accounting Supervisor	44,597	45,608	46,620	47,632	48,644	49,656	50,668	51,680	52,692	53,704	54,716	55,728	56,740	57,752	58,764	59,776	60,788	61,800	62,812	63,824	64,836	65,848	66,860	67,872	68,884	69,896	70,908	71,920	72,932	73,944	74,956	75,968	76,980	77,992	78,004	79,016	80,028	81,040	82,052	83,064	84,076	85,088	86,100	87,112	88,124	89,136	90,148	91,160	92,172	93,184	94,196	95,208	96,220	97,232	98,244	99,256	100,268	101,280	102,292	103,304	104,316	105,328	106,340	107,352	108,364	109,376	110,388	111,400	112,412	113,424	114,436	115,448	116,460	117,472	118,484	119,496	120,508	121,520	122,532	123,544	124,556	125,568	126,580	127,592	128,604	129,616	130,628	131,640	132,652	133,664	134,676	135,688	136,700	137,712	138,724	139,736	140,748	141,760	142,772	143,784	144,796	145,808	146,820	147,832	148,844	149,856	150,868	151,880	152,892	153,904	154,916	155,928	156,940	157,952	158,964	159,976	160,988	161,000	162,012	163,024	164,036	165,048	166,060	167,072	168,084	169,096	170,108	171,120	172,132	173,144	174,156	175,168	176,180	177,192	178,204	179,216	180,228	181,240	182,252	183,264	184,276	185,288	186,300	187,312	188,324	189,336	190,348	191,360	192,372	193,384	194,396	195,408	196,420	197,432	198,444	199,456	200,468	201,480	202,492	203,504	204,516	205,528	206,540	207,552	208,564	209,576	210,588	211,600	212,612	213,624	214,636	215,648	216,660	217,672	218,684	219,696	220,708	221,720	222,732	223,744	224,756	225,768	226,780	227,792	228,804	229,816	230,828	231,840	232,852	233,864	234,876	235,888	236,900	237,912	238,924	239,936	240,948	241,960	242,972	243,984	244,996	245,008	246,020	247,032	248,044	249,056	250,068	251,080	252,092	253,104	254,116	255,128	256,140	257,152	258,164	259,176	260,188	261,200	262,212	263,224	264,236	265,248	266,260	267,272	268,284	269,296	270,308	271,320	272,332	273,344	274,356	275,368	276,380	277,392	278,404	279,416	280,428	281,440	282,452	283,464	284,476	285,488	286,500	287,512	288,524	289,536	290,548	291,560	292,572	293,584	294,596	295,608	296,620	297,632	298,644	299,656	300,668	301,680	302,692	303,704	304,716	305,728	306,740	307,752	308,764	309,776	310,788	311,800	312,812	313,824	314,836	315,848	316,860	317,872	318,884	319,896	320,908	321,920	322,932	323,944	324,956	325,968	326,980	327,992	328,004	329,016	330,028	331,040	332,052	333,064	334,076	335,088	336,100	337,112	338,124	339,136	340,148	341,160	342,172	343,184	344,196	345,208	346,220	347,232	348,244	349,256	350,268	351,280	352,292	353,304	354,316	355,328	356,340	357,352	358,364	359,376	360,388	361,400	362,412	363,424	364,436	365,448	366,460	367,472	368,484	369,496	370,508	371,520	372,532	373,544	374,556	375,568	376,580	377,592	378,604	379,616	380,628	381,640	382,652	383,664	384,676	385,688	386,700	387,712	388,724	389,736	390,748	391,760	392,772	393,784	394,796	395,808	396,820	397,832	398,844	399,856	400,868	401,880	402,892	403,904	404,916	405,928	406,940	407,952	408,964	409,976	410,988	411,000	412,012	413,024	414,036	415,048	416,060	417,072	418,084	419,096	420,108	421,120	422,132	423,144	424,156	425,168	426,180	427,192	428,204	429,216	430,228	431,240	432,252	433,264	434,276	435,288	436,300	437,312	438,324	439,336	440,348	441,360	442,372	443,384	444,396	445,408	446,420	447,432	448,444	449,456	450,468	451,480	452,492	453,504	454,516	455,528	456,540	457,552	458,564	459,576	460,588	461,600	462,612	463,624	464,636	465,648	466,660	467,672	468,684	469,696	470,708	471,720	472,732	473,744	474,756	475,768	476,780	477,792	478,804	479,816	480,828	481,840	482,852	483,864	484,876	485,888	486,900	487,912	488,924	489,936	490,948	491,960	492,972	493,984	494,996	495,008	496,020	497,032	498,044	499,056	500,068	501,080	502,092	503,104	504,116	505,128	506,140	507,152	508,164	509,176	510,188	511,200	512,212	513,224	514,236	515,248	516,260	517,272	518,284	519,296	520,308	521,320	522,332	523,344	524,356	525,368	526,380	527,392	528,404	529,416	530,428	531,440	532,452	533,464	534,476	535,488	536,500	537,512	538,524	539,536	540,548	541,560	542,572	543,584	544,596	545,608	546,620	547,632	548,644	549,656	550,668	551,680	552,692	553,704	554,716	555,728	556,740	557,752	558,764	559,776	560,788	561,800	562,812	563,824	564,836	565,848	566,860	567,872	568,884	569,896	570,908	571,920	572,932	573,944	574,956	575,968	576,980	577,992	578,004	579,016	580,028	581,040	582,052	583,064	584,076	585,088	586,100	587,112	588,124	589,136	590,148	591,160	592,172	593,184	594,196	595,208	596,220	597,232	598,244	599,256	600,268	601,280	602,292	603,304	604,316	605,328	606,340	607,352	608,364	609,376	610,388	611,400	612,412	613,424	614,436	615,448	616,460	617,472	618,484	619,496	620,508	621,520	622,532	623,544	624,556	625,568	626,580	627,592	628,604	629,616	630,628	631,640	632,652	633,664	634,676	635,688	636,700	637,712	638,724	639,736	640,748	641,760	642,772	643,784	644,796	645,808	646,820	647,832	648,844	649,856	650,868	651,880	652,892	653,904	654,916	655,928	656,940	657,952	658,964	659,976	660,988	661,000	662,012	663,024	664,036	665,048	666,060	667,072	668,084	669,096	670,108	671,120	672,132	673,144	674,156	675,168	676,180	677,192	678,204	679,216	680,228	681,240	682,252	683,264	684,276	685,288	686,300	687,312	688,324	689,336	690,348	691,360	692,372	693,384	694,396	695,408	696,420	697,432	698,444	699,456	700,468	701,480	702,492	703,504	704,516	705,528	706,540	707,552	708,564	709,576	710,588	711,600	712,612	713,624	714,636	715,648	716,660	717,672	718,684	719,696	720,708	721,720	722,732	723,744	724,756	725,768	726,780	727,792	728,804	729,816	730,828	731,840	732,852	733,864	734,876	735,888	736,900	737,912	738,924	739,936	740,948	741,960	742,972	743,984	744,996	745,008	746,020	747,032	748,044	749,056	750,068	751,080	752,092	753,104	754,116	755,128	756,140	757,152	758,164	759,176	760,188	761,200	762,212	763,224	764,236	765,248	766,260	767,272	768,284	769,296	770,308	771,320	772,332	773,344	774,356	775,368	776,380	777,392	778,404	779,416	780,428	781,440	782,452	783,464	784,476	785,488	786,500	787,512	788,524	789,536	790,548	791,560	792,572	793,584	794,596	795,608	796,620	797,632	798,644	799,656	800,668	801,680	802,692	803,704	804,716	805,728	806,740	807,752	808,764	809,776	810,788	811,800	812,812	813,824	814,836	815,848	816,860	817,872	818,884	819,896	820,908	821,920	822,932	823,944	824,956	825,968	826,980	827,992	828,004	829,016	830,028	831,040	832,052	833,064	834,076	835,088	836,100	837,112	838,124	839,136	840,148	841,160	842,172	843,184	844,196	845,208	846,220	847,232	848,244	849,256	850,268	851,280	852,292	853,304	854,316	855,328	856,340	857,352	858,364	859,376	860,388	861,400	862,412	863,424	864,436	865,448	866,460	867,472	868,484	869,496	870,508	871,520	872,532	873,544	874,556	875,568	876,580	877,592	878,604	879,616	880,628	881,640	882,652	883,664	884,676	885,688	886,700	887,712	888,724	889,736	890,748	891,760	892,772	893,784	894,796	895,808	896,820	897,832	898,844	899,856	900,868	901,880	902,892	903,904	904,916	905,928	906,940	907,952	908,964	909,976	910,988	911,000	912,012	913,024	914,036	915,048	916,060	917,072	918,0

Merit System Supervisory Unit
 Anniversary Dates
 As of December 3, 2014

Exhibit C

Last Name	First Name	Anniversary Date
Anderson	Gregory	01-APR
Andrews	Michael	01-SEP
Bergum	Kathryn	01-OCT
Bossert	Gena	01-Jeh
Bolloms	Kathleen	01-MAY
Bouchard	Lori	01-SEP
Brelmon	Barbara	01-OCT
Brunfelt	Bradley	01-JUL
Chan	Suk	01-MAY
Chiborg	Brian	01-JUN
Church	Holly	01-MAY
Curran	Linda	01-FEB
Elchholz	Janel	01-OCT
Giesener	David	01-FEB
Greenham	John	01-DEC
Hannay	Michael	01-MAY
Harris	Joaquim	01-AUG
Hilde	Barbara	01-DEC
Hintsa-Rodd	Nancy	01-JUL
Hokanson Torgerson	Jennifer	01-Feb
Horton	Jane	01-Sep
Johnson	Matthew	01-JAN
Kellner	James	01-NOV
King	Elizabeth	01-FEB
Lawrence	Debra	01-APR
Lopez	Maria	01-OCT
McCabe	Terry	01-APR
Nelson	Mark	01-JUL
Ness	Mary	01-JUN
Nilsen	Janel	01-APR
Palar	Kenneth	01-JUL
Saukko	Shelley	01-APR
Sauls	Susan	01-MAY
Stoche	Paula	01-DEC
Swenson	Melody	01-JUN
Theno	Michael	01-APR
Waldriff	Deborah	01-APR
Westbrook	Amy	01-Mar
Wilhelmsen	Mark	01-MAY



Saint Louis County

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

October 28, 2002

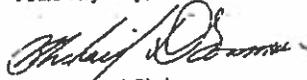
Tom Witty, Negotiations Chair
Arrowhead Public Service Union
c/o St. Louis County Social Service Department
Northland Office Building
307 South First Street
Virginia, MN 55792

Re: Merit System Supervisory Unit
Meet and Confer Re: Telework

Dear Mr. Witty:

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

Yours very truly,


County Board Chairman

Accepted on behalf of
Arrowhead Public Service Union:

By: 
Its: President

By: _____
Its: _____

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

Self-Insured Medical Plan Funding

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

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

ST. LOUIS COUNTY BOARD
OF COMMISSIONERS

ARROWHEAD PUBLIC SERVICE
UNION

By: *Steve Finkbeiner*
Chairman

By: *Jeffery...*
Its: APSU President

Dated: 7/28/10, 2010.

Dated: 9/1, 2010.

Donald Dicklich

Donald Dicklich, County Auditor

APPROVED AS TO FORM AND CONTENT:
11 DAY OF Oct 2010
Barbara A. R...
ASSISTANT COUNTY ATTORNEY

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



Saint Louis County

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

December 1, 2014

Arrowhead Public Service Union
c/o Michael E. Orman, Esq.
Orman & Nord
1301 Miller Trunk Highway, Suite 400
Duluth, MN 55811

Re: 2012-2014 St. Louis County Merit System Supervisory Unit

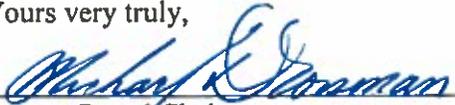
- 1) **One Time Lump Sum Payment**
- 2) **Position 0513-002**

Dear Mr. Orman:

This letter will confirm that during negotiation of the above-referenced agreement it was agreed that the Employer shall pay each bargaining unit employee who is employed as of the date of ratification by the Union a one-time lump sum cash payment not added to base in the gross amount of \$500.00, pro-rated for part-time, subject to usual payroll deductions, payable upon ratification by the County Board.

This letter will also confirm that based on the Minnesota Merit System's reallocation of position 0513-002 to the classification of Administrative Assistant I, the incumbent in this position will be paid per the Administrative Assistant pay scale retroactive to December 14, 2013.

Yours very truly,


County Board Chair


County Auditor

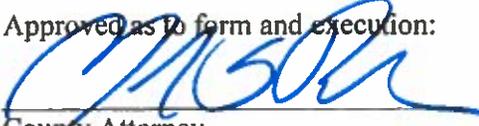
Accepted on behalf of Arrowhead
Public Service Union

By: 

By: _____

By: _____

Approved as to form and execution:


County Attorney

"An Equal Opportunity Employer"



*Resolution
of the
Board of County Commissioners*

St. Louis County, Minnesota

Adopted on: December 16, 2014 Resolution No. 14-734

Offered by Commissioner: Nelson

Merit System Supervisory Agreement: 2012 - 2014

RESOLVED, That the 2012-2014 Merit System Supervisory 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. 59997.

Commissioner Nelson moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Jewell, Boyle, Dahlberg, Stauber, Nelson, Raukar and Chair Forsman - 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 16th day of December, A.D. 2014, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 16th day of December, A.D., 2014.

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor/Clerk of the County Board