

Supplemental Labor Agreement

Between St. Louis County Board of Commissioners
and
Civil Service **Basic** Bargaining Unit

(St. Louis County **Assessor's** Department Flexible Work Schedule)
Resolution #559, dated July 22, 1997

This SUPPLEMENTAL AGREEMENT for a flexible work schedule is entered into by and between the St. Louis County Board of Commissioners, hereafter referred to as the "Employer", and the Civil Service Basic Bargaining Unit, AFSCME Council #5, hereinafter referred to as the "Union".

WHEREAS, the Employer and Union desire to provide for a flexible work schedule for employees in the St. Louis County Assessor's Department who are covered by the Civil Service Basic Bargaining Agreement, hereinafter referred to as the "Basic Agreement"; and

WHEREAS, the Employer and Union desire to accomplish a flexible work schedule to more efficiently provide services to the public, with the intent that no change will occur to the usual and customary salary and overtime pay expenditures of the County Assessor's Department;

NOW, THEREFORE, the parties do agree that a flexible work schedule may be established as follows:

I. Work Day/Work Week

Notwithstanding the provisions of Article 4 – WORK DAY/WORK WEEK, of the Basic Agreement, the following shall apply to the flexible work schedule of County Assessor's Department employees:

The "hours worked" per Pay Period by employees covered by this Agreement shall be a minimum of seventy-five (75) hours, and shall not exceed forty (40) hours in the normal work week. "Hours worked" is defined as payroll regular pay, holiday pay, sick leave, vacation leave, personal leave, and compensatory time off. The normal work day may exceed seven and one-half (7 1/2) hours.

Each work day shall have consecutive work hours with a minimum of one-half hour lunch period.

The core service time for the County Assessor's Department is 8:00 a.m. to 4:30 p.m. Monday through Friday. However, an employee's daily work schedule may be adjusted outside the prescribed service hours. Employee work schedules that deviate from the core service time must be mutually agreed to by the Department Head and the employee prior to the start of each Pay Period. The supervisor may designate certain times during the core period and certain times of the year that are not available for adjusting the work schedule. Adjustment of an employees work schedule remains subject to the discretion of the supervisor and shall not be a grievable matter.

Each team leader shall designate the appropriate staff coverage parameters and flextime boundaries for their team. Staffing concerns shall consider staff coverage, service to the public, and any other pertinent functions of the team.

Employees shall be responsible for preparing a biweekly staff schedule to coincide with the biweekly payroll period for their team. Biweekly staff schedules shall comply with the flextime boundaries and staff coverage parameters of the team.

The proposed schedule shall include all paid leave previously authorized or requested by staff (eg., vacation, personal leave, compensatory time, scheduled sick leave). All eligible employees in a work unit must agree to and sign off on the proposed schedule before it can be submitted to the team leader for approval. Proposed schedules shall be submitted to the team leader by noon each Wednesday, prior to the start of the next pay period and must be approved by the team leader prior to implementation. If the process of creating a schedule becomes inordinately lengthy, the team leader may direct that employees complete the schedule during "off duty" hours.

If unforeseen absences occur in a team resulting in staff shortages during core service hours or if special work assignments occur, employees may be required to work overtime or to adjust their flexible work schedule. Employees have the option to select either the overtime compensation or to modify their flexible work schedule to accommodate the additional hours worked.

II. Overtime

Notwithstanding the provisions of Article 6 - OVERTIME, of the Basic Agreement, the following shall apply to the flexible work schedule of County Assessor's Department employees:

Employees who are on an adjusted work schedule shall receive 1 ½ overtime pay for "hours worked" in excess of forty (40) hours in a work week, or after seventy-five (75) hours in a Pay Period. Prior supervisory approval is required for all overtime hours.

III. Leave Time

If an employee covered by this agreement is on approved paid leave on a scheduled work day, the employee shall use the same number of hours of accrued leave as the number of scheduled duty hours absent from work.

IV. Holidays

Notwithstanding the provisions of Article 8 - HOLIDAYS of the Basic Agreement, the following shall apply to the flexible work schedule of County Assessor's Department employees:

When a holiday listed in the Basic Agreement falls on an employee's scheduled work day, and the employee does not work the holiday, the employee shall receive 7 ½ hours holiday pay. If the employee does not accrue the normal 37 ½ hours in a work week as a result of the holiday, the employee may supplement "hours worked" in the work week by utilizing compensatory time, vacation time, or personal leave.

If the employee works the holiday, the provisions of Article 8, Paragraph 3 of the Basic Agreement shall apply.

V. Conflicts

During the effective dates of this agreement, all articles and provisions of the Basic Agreement and Civil Service Rules and Regulations shall apply. If a condition covered in the Basic Agreement has not been amended to permit the operation of the flexible work schedule, the Employer and the Union agree to meet and confer regarding proper settlement of the problem, but such meeting shall not be considered a reopening of the Basic Agreement, and such meeting being specifically limited to discussion regarding this flexible work schedule agreement.

VI. Severability

This flexible work schedule agreement can be canceled by the Employer or the Union upon thirty (30) days written notice of intent to terminate by either party. The parties may agree to meet and confer for the purpose entering into a new agreement.

VII. Application

The provisions of this supplemental labor agreement shall only apply to employees who present a written request for a flexible work schedule, and who are subsequently given supervisory approval to adjust their work schedule.

VIII. Waiver of Grievance Rights

Approval of the employee's work schedule remains subject to the discretion of the supervisor. Denial or revocation of a flexible work schedule shall not be subject to the grievance procedure of the Supervisory Agreement.

Dated this 1 day of Nov, 2005.

FOR THE UNION

By: Mary Theurer
MARY THEURER, Field Director
SLC Employees Assoc

FOR THE COUNTY BOARD

By: Peg Sweeney
PEG SWEENEY, Chair
St. Louis County Board

By: Mel Hintz
MEL HINTZ
Interim County Assessor

APPROVED AS TO FORM AND EXECUTION:

By: Alan Mitchell
ALAN MITCHELL
St. Louis County Attorney

Asst

Amy Kuronen
Amy Kuronen



*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota*

Adopted on: July 22, 1997

Resolution No. 559

Offered by Commissioner: Sweeney

RESOLVED, that the County Assessor's Department is hereby authorized to enter into Supplemental Labor Agreements with the Civil Service Basic Bargaining Unit, AFSCME Council 96; and the Civil Service Supervisory Unit, allowing the department's employees represented by those bargaining units to negotiate flexible schedules with their supervisors. It is understood that these agreements will be modified or terminated if they are shown to adversely affect the Assessor's Department's operations.

Commissioner Sweeney moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas - Commissioners Fink, Krueger, Forsman, Sweeney, Prebich, Raukar, and Chair Kron - 7
Nays - None

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

I, GORDON D. MCFAUL, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of July, A.D. 1997, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 22nd day of July, A.D., 1997

GORDON D. MCFAUL, COUNTY AUDITOR

By

Karen Erickson
Clerk of County Board/Deputy Auditor