

Supplemental Labor Agreement

**Between St. Louis County Board of Commissioners
and
Civil Service Basic Bargaining Unit, AFSCME Council #96**

(St. Louis County Survey Division/Virginia Office Flexible Work Schedule)

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 #96, 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 Survey Division/Virginia Office who are in a survey technician class and 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 no change to the usual and customary salary and overtime pay expenditures of the Survey Division:

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 Survey Division/Virginia Office 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 work week, as defined in the Basic Agreement. "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 1/2 hour lunch period.

II. Overtime

Notwithstanding the provisions of Article 6 - OVERTIME of the Basic Agreement, the following shall apply to the flexible work schedule of Survey Division/Virginia Office employees:

Employees who are on an adjusted work schedule shall receive 1 1/2 overtime pay for "hours worked" in excess of forty (40) hours in a work week and eight and three-quarters (8 3/4) hours in a work day. Prior supervisory approval is required for all "hours worked" in excess of 40 hours in the work week.

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 Survey Division/Virginia Office 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 1/2 hours holiday pay. If the employee does not accrue the normal 37 1/2 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.

If the holiday falls on an employee's scheduled day off, the employee shall be credited with 7 1/2 hours of holiday time off which may be used at some future date. Such holiday time off shall not be counted as "hours worked" for the purpose of computing weekly overtime during the week in which the holiday occurs.

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. WAIVER OF GRIEVANCE RIGHTS

Employer and Union agree that no provision of this flexible work schedule shall be subject to the grievance procedure of the Basic Agreement.

Dated this 19th day of Sept, 1994.

FOR THE UNION

By: Mary Theurer
MARY THEURER, Director
AFSCME COUNCIL #96

FOR THE COUNTY BOARD

By: Steve Rauker
STEVE RAUKER, Chairman
St. Louis County Board

By: Deborah Bloom
DEBORAH BLOOM
President

By: Richard Hansen
RICHARD HANSEN
Public Works Director

APPROVED AS TO FORM AND EXECUTION:

By: Alan Mitchell
Alan Mitchell
St. Louis County Attorney



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

Date Adopted October 11, 1994 Resolution No. 798
Offered By Commissioner Lamppa

RESOLVED, that the Chair of the Board, Public Works Director, and County Attorney are authorized to execute an agreement with A.F.S.C.M.E., Council 96, copy of which is on file in the office of the County Auditor, identified as Board File No. 55773, to provide a flexible work schedule for employees in the Virginia office of the Surveyor's Division of the Public Works Department.

Commissioner Lamppa moved the adoption of the Resolution and it was declared adopted upon the following vote: Yeas - Commissioners Mattson, Krueger, Kron, Lamppa, Lepak, Prebich, and Chair Raukar - 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 11th day of October, A.D. 1994, 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 11th day of October A.D., 1994

GORDON D. MCFAUL, COUNTY AUDITOR

By

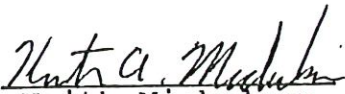
Clerk of County Board

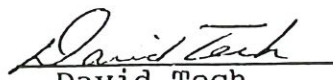
AGREEMENT BETWEEN ST. LOUIS COUNTY SURVEYORS' OFFICE

AND

AFSCME MINNESOTA ARROWHEAD DISTRICT COUNCIL 96

Pursuant to Article 12, Section 1, of the 1990 Collective Bargaining Agreement covering St. Louis County Basic Unit Employees, it is hereby agreed between the Surveyors' Office division head, AFSCME Minnesota Arrowhead District Council 96 and below listed employees that the following work hours schedules shall apply to the listed employees:



Keith Mickelson
Survey Tech. II


David Tech
Survey Tech. I


Bruce Anderson
Survey Tech. Trainee

1. The pay period shall consist of fourteen (14) days and shall be in accordance with Article 11, Section 1, of the current collective bargaining agreement.
2. The overtime requirement of Article 12, Section 1, of the collective bargaining agreement shall be void except that all hours over eight and three quarters (8-3/4) hours per day or forty (40) hours per week or seventy-five (75) hours per two week period shall be paid in cash or compensatory time at the overtime rate of one and one-half (1-1/2) times their regular rate.
3. Holidays shall be compensated for with seven and one-half (7-1/2) hours of holiday pay and the balance will be taken out of compensatory time, personal leave, or vacation.
4. Any paid leave, including sick leave, vacation, personal leave, will be charged against the employee's accumulated leave account for the number of hours the employee would have been scheduled to work on the day of absence.
5. All provisions of the St. Louis County Civil Service Basic Unit Contract and the St. Louis County Civil Service Rules, not amended by this agreement, shall remain in full force and effect. Further, the negotiation of an amendment or termination of this agreement shall not affect a re-opening of the Civil Service Basic Unit Contract. The department head is not authorized to reopen said contract.

6. Either party may cancel this agreement with (30) days advance written notice.


St. Louis County Public Works
Department/Land Survey Division


Minnesota Arrowhead District
Council '96


St. Louis County Attorney

Approved as to form and execution this 30th day of Nov, 1990.