

**AGREEMENT**

**BETWEEN**

**COUNTY OF ST. LOUIS**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
(LOCAL NO. 288)**

2006-2007

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

This Agreement is entered into between the COUNTY OF ST. LOUIS, hereinafter called “Employer” and the LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called “Union.”

The intent and purpose of this Agreement is to establish certain hours, wages, and other conditions of employment and to establish procedures for the resolution of disputes concerning the interpretation or application of this Agreement.

## **ARTICLE 2 - RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all licensed essential employees of the St. Louis County Sheriff’s Department, Duluth, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding the Sheriff, Undersheriff, Supervising Deputy Sheriffs, Captains, Lieutenants, and all supervisory, confidential, non-licensed essential employees and all other employees.

Section 2. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of the employee’s membership or non-membership in the Union.

The Employer agrees to designate jointly an exclusive representative of its position, which representative shall have authority, subject to ratification, to negotiate for the Employer and informally receive communication from the Union during the term of this Agreement, and neither the Employer nor the representative shall enter into any agreement or bargain, collectively or individually, with any member of said Union which in any way conflicts with the provisions of this Agreement.

## **ARTICLE 3 - DEFINITIONS**

“Union” means Law Enforcement Labor Services, Inc.

“Employee” means a member of the Bargaining Unit.

“Employer” means the County of St. Louis.

“Temporary Employee” means an employee who has not been certified by the Sheriff and Civil Service Board.

“County” means St. Louis County.

“Location” means Aurora, Buhl, Cook/Orr, Cotton, Duluth, Ely, Floodwood, Hibbing, Mt. Iron, Tower, Virginia.

“Transfer” means change of location, except as applied in Article 23, Sec. 3.

“Supervisory duty station” means the three major offices of Duluth, Hibbing and Virginia. Virginia, Mountain Iron and Aurora are “locations” within the Virginia supervisory duty station.

“On-call status” means time when a Deputy is not on duty but is assigned to be on call and is thus required to be reachable through the communications centers and to be prepared to immediately respond and report to duty.

#### **ARTICLE 4 - COUNTY AUTHORITY**

The Employer has and retains the sole right and responsibility to administer the St. Louis County Sheriff’s Department to meet the obligations established by law.

#### **ARTICLE 5 - WAGES**

Section 1. The biweekly and hourly rates shown in the pay plan attached hereto as Exhibit A shall be paid to all employees during the 2006 payroll year (represents an increase of 2.5%). The biweekly and hourly rates shown on the pay plan attached hereto as Exhibit B shall be paid to all employees during the 2007 payroll year (represents an increase of 2.5%).

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

Section 2. Deputies shall receive compensation when required to be in on-call status at the rate of \$2.00 per hour.

Section 3. Longevity. All employees attaining eight (8) years of service after continuous non-break in employment shall upon receiving a work performance rating of competent pursuant to the Civil Service Rules, receive an increase in pay equal to one (1) pay step, after the 12th year of service, an additional step, after the 16th year of service an additional step, after the 20th year of service, and after the 24th year of service a final step increase in salary. All such increases shall be carried in promotion or demotion. Part-time employees working one thousand (1,000) hours or more per year for each year of continuous service shall receive a one (1) step increase after eight (8), twelve (12), sixteen (16), twenty (20) and twenty-four (24) years of service.

Section 4. Field Officer Training Pay. During each full shift in which an employee is actually assigned to and conducting field officer training, the employee shall receive an additional one (1) hour of pay.

Section 5. Twenty-four (24) Hour Duty Pay. Each employee shall be paid two percent (2%) of base salary, computed on all compensable hours, in recognition of the twenty-four (24) hour per day obligation of a licensed peace officer. Beginning in the 2005 payroll year, the Twenty-Four Hour Duty Pay will be reflected in the pay plan.

## **ARTICLE 6 - OVERTIME**

Section 1. All employees shall be paid overtime for hours worked (a) in excess of eight (8) per day, or (b) for hours worked on a scheduled day off, or (c) for hours worked in excess of forty (40) per week except where special schedules are in effect. (Special schedules involve some weeks with more than forty (40) scheduled hours but average forty (40) hours per week over the cycle of the schedule.)

Employees shall have the option of receiving overtime as time and one-half (1½) pay or time and one-half (1½) compensatory time. If an employee is unable to use and take accumulated compensatory time off before the end of the payroll year, the employee shall automatically be paid for said accumulated compensatory time in a separate check no later than January 15 of the year following the year in which the compensatory time was earned, except that at the employee's option, up to forty (40) hours of compensatory time may be carried over to the following year. In no case shall accumulated compensatory time exceed the maximum allowable under the Fair Labor Standards Act. All overtime payoffs shall be paid at the pay plan rate in effect during the payroll year in which the overtime was earned.

Section 2. Compensatory time or overtime shall be requested by the employee on forms to be provided. All overtime pay shall be shown separately in the overtime pay column on the employee's payroll check stub.

Section 3. All overtime shall be paid within or no later than the payroll period following the period which said overtime is worked.

Section 4. Overtime shall be kept in one-quarter ( $\frac{1}{4}$ ) hour segments and rounded off to the nearest one-quarter ( $\frac{1}{4}$ ) hour. If less than seven and one-half ( $7\frac{1}{2}$ ) minutes overtime is worked, no overtime shall be credited to the employee. If more than seven and one-half ( $7\frac{1}{2}$ ) minutes is worked, the employee shall be credited with one-quarter ( $\frac{1}{4}$ ) hour overtime.

Section 5. For the purpose of computing employee overtime during the work week, vacation leave, sick leave, personal leave, compensatory time off and holidays shall be counted as hours worked.

Section 6. A record of all overtime worked shall be maintained and posted by the Employer on a quarterly basis.

## **ARTICLE 7 - SHIFT WORK**

Section 1. Employees may be required to work shifts or schedules. However, at no time shall split shifts or work be scheduled on a four (4) hour on and four (4) hour off basis, or such similar configuration.

Section 2. Employees working a regular shift commencing between the hours of 2:00 p.m. and 10:00 p.m. shall, in addition to their monthly pay, receive a shift differential equal to twenty-five cents (\$.25) per hour for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 10:00 p.m. and 7:00 a.m. shall, in addition to their monthly pay, receive a shift differential equal to thirty-five cents (\$.35) per hour for each hour worked during such a shift. No employee shall receive shift differential for any time for which the employee receives overtime compensation as provided for in Article 6 of this Agreement.

Employees working the twelve (12) hour shift schedule will receive no shift differential for the 6:00 a.m. to 6:00 p.m. shift and thirty-five cents (\$.35) per hour shift differential for the 6:00 p.m. to 6:00 a.m. shift.

## **ARTICLE 8 - EMERGENCY CALL-OUT**

Section 1. An employee who has completed the daily shift and has returned home and is called back to work before the beginning of the next daily shift shall be termed as emergency call-out and shall be paid at a minimum rate of four (4) hours at time and one-half (1½) the employee's basic hourly rate of pay for each such call back.

Section 2. Section 1 of this Article shall not apply to within a four (4) hour period immediately preceding the employee's regular starting time. An employee required to come on duty within this four (4) hour period shall be compensated at time and one-half (1½) for the amount of hours worked before the beginning of the employee's regular scheduled shift and the employee shall be allowed to complete the scheduled shift.

Section 3. The provisions of this Article do not apply when an employee is called out while the employee is in on-call status.

## **ARTICLE 9 - COURT TIME**

Employees scheduled to appear in court on behalf of the Employer or other governmental unit shall be compensated at time and one-half (1½) the regular rate of pay with a minimum of three (3) hours pay at time and one-half (1½), except for court time during the employee's normally scheduled shift.

## **ARTICLE 10 - UNIFORM ALLOWANCE**

All employees, shall receive a uniform allowance as follows: On employment, the department shall furnish all required uniforms and equipment, except footwear; thereafter, each employee shall receive an allowance of Fifty Dollars (\$50.00) per month for each full month of service for replacement, cleaning and repair of uniforms. New uniforms required due to change in design initiated by the Employer shall be furnished by the Employer to the employee. On separation from the service, the employee may retain uniform clothing but shall return to the Sheriff all other equipment, badges and insignia. Probationary employees who are not certified and have their employment terminated by St. Louis County Sheriff's Department shall return all Department furnished equipment including uniforms.

## **ARTICLE 11 - LICENSE FEES, TRAINING**

Section 1. The Employer shall pay all license fees required of the employee to maintain the employee's status as a licensed law enforcement officer.

Section 2. The Employer will continue the present practice of allowing employees to attend training classes during on-duty time subject to emergencies and subject to adequate staffing requirements.

## **ARTICLE 12 - HOURS OF WORK**

Section 1. The basic work day in the St. Louis County Sheriff's Department is eight (8) consecutive hours. An alternative work schedule may be adopted upon mutual agreement between the Union and the Employer.

Section 2. The basic work week in the St. Louis County Sheriff's Department is an average forty (40) hours.

Section 3. The Employer shall post schedules for each employee at least fifteen (15) days prior to the expiration of an existing schedule. Any shift change shall be posted a minimum of fifteen (15) days prior to such change. In case of illness or other emergency, the Employer may change an existing schedule upon less notice than fifteen (15) days in order to fulfill the need of the Employer for law enforcement purposes.

Section 4. When changing from standard time to daylight savings time, the employees working the affected shift will be paid for one (1) less hour of work. The employees may use one (1) hour of paid leave or work one (1) additional hour to receive pay for the full shift for which the employee was scheduled. When changing from daylight savings time to standard time, the employees working the affected shift will receive an additional one (1) hour of pay in accordance with the overtime provisions, Art. 6, of this Agreement.

## **ARTICLE 13 - REGULAR WORK WEEK**

The normal regular work week of all employees shall be as follows: 12:01 a.m. on Saturday to 12:00 midnight on the following Friday. Pay periods shall commence at 12:00:01 a.m. Saturday and shall end at 12:00 midnight Friday.

## **ARTICLE 14 - HOLIDAYS WITH PAY**

Section 1. All employees shall be entitled to ten (10) guaranteed paid holidays per year, as part of their base pay. These holidays are 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. Provided, however, when New Year's Day, Independence Day, Veteran's Day and Christmas Day fall on a Saturday, the Friday preceding is the official holiday; if they fall on a Sunday, the Monday following is

the official holiday. For employees whose normal work week regularly includes Saturdays and Sundays, holidays shall be considered to be on the day on which the holiday actually falls. An employee shall receive pay for the above-mentioned holidays only if the employee was on the payroll as having worked the last scheduled day before and the first scheduled day after the holiday.

Section 2. Any employee required to work on any of the above-mentioned holidays shall be considered as working overtime and shall be compensated at one and one-half the regular rate in addition to their regular pay.

Section 3. In addition to the holidays herein granted, each employee shall have sixteen (16) hours of personal leave in the first year of employment and thirty-two (32) hours of personal leave per year thereafter. Personal leave may be taken in no less than one (1) hour increments and shall not accumulate from year to year. The Employer shall have the right to determine how many employees shall be entitled to take personal leave on any given day, based upon the public safety, and if more employees seek personal leave on a given day than the Employer determines can be permitted such leave, then such leave shall be granted by the Employer in order of seniority.

## **ARTICLE 15 - VACATION**

Section 1. Employees shall earn vacation pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours Per Pay Period Earned</u>
Commencing 0 through 1 year	2.0
Commencing 1 through 3 years	4.0
Commencing 4 through 5 years	5.5
Commencing 6 through 10 years	6.5
Commencing 11 through 15 years	7.25
Commencing 16 through 20 years	7.75
Commencing 21 through 24 years	8.75
Commencing 25 years and over	9.50

Vacation for part-time employees shall be pro-rated in accordance with Civil Service Rules on vacations.

Section 2. Vacation hours may accumulate up to two hundred ninety (290) hours at the end of any given pay period. The maximum vacation accumulation may be waived, not to exceed three hundred seventy-five (375) hours, upon approval of the Sheriff.

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

Section 4. Any employee whose service with the Employer is officially terminated shall be paid for the number of hours of accumulated unused vacation leave. In case of death of an employee, any unused vacation accumulation shall be paid to the employee's heirs or estate.

## **ARTICLE 16 - SICK LEAVE**

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

<u>Months of Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 - 12 months	2.00
Commencing 13 - 24 months	3.75
Commencing 25 months and over	5.75

Section 2. Sick leave shall be computed on a payroll-year basis and sick leave accumulation shall not exceed one thousand nine hundred (1,900) hours as of the end of each payroll year. Sick leave shall be accrued in the pay period in which it is earned and deducted in the pay period in which it is used.

No sick leave credit can be earned while an employee appears on the payroll as "no pay" (N.P.) for twenty (20) or more hours during a pay period.

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

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

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

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

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

#### **ARTICLE 17 - SICK LEAVE BANK**

Section 1. The Sick Leave Bank shall be administered by a Committee appointed by the Union. The Union shall keep the Employer advised in writing of the membership of the Committee. The Committee shall act pursuant to the 1984 guidelines established for the Unit. Any modification to the 1984 guidelines shall require approval by the St. Louis County Board of Commissioners.

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 with sick leave hours for the funds received to the extent specified in the guidelines upon return to work; (3) authorizes and directs the Employer to deduct one hundred percent (100%) of the amount drawn from the Sick Leave Bank from the wage loss proceeds, if any, awarded in a workers' compensation proceeding; and (4) may include any other provision applicable to the individual employee that allows the employer to recover full wage loss payments, equal to any payment from the Sick Leave Bank, if subsequently awarded in a workers' compensation proceeding. Any amount so recovered shall be paid back to the Sick Leave Bank, not to exceed one hundred percent (100%) of the amount paid by the Sick Leave Bank.

Section 2. Effective the beginning of the 2005 payroll year, the Sick Leave Bank balance shall be established at three thousand five hundred (3,500) hours. At the end of each calendar year thereafter, upon the request of the bargaining unit, one (1) day of vacation will be deducted from the total vacation accumulation of each employee and will be credited to a Deputy Sheriff's Unit Sick Leave Bank. The Sick Leave Bank may receive donations of vacation days only. Donated vacation days shall be deducted from the vacation accumulation of the donating employee and shall be eligible to be used as sick leave by the recipient employee, provided (1) the recipient employee has exhausted all accumulated paid leave; (2) the recipient employee's absence qualifies for sick leave; and (3) the use of bank days is approved by the Committee.

### **ARTICLE 18 - LEAVES OF ABSENCE**

Section 1. Military Leave: Employees shall be entitled to military leave and reinstatement in accordance with applicable law.

Section 2. Leave with pay shall be granted for service upon a jury. Compensation received for jury duty shall be remitted by the employee to the Employer. When not impaneled for actual service and only on call, the employee shall report to work.

### **ARTICLE 19 - HOSPITALIZATION, MEDICAL, DENTAL AND LIFE INSURANCE**

Section 1. The Employer agrees to permit all employees to be covered by the group hospitalization insurance programs under the St. Louis County Employee Plan, and to contribute to the premium as follows:

	<b>Option A</b>
<u>Single Coverage</u>	100%
<u>Dependent Coverage</u>	70%

Prescription co-pays shall be as follows: \$10 generic; \$20 formulary brand-name; \$40 non-formulary brand-name.

[NOTE: The actual descriptions of the group hospitalization plan benefits are contained in the plan documents, not in the labor contract.]

For full-time non-temporary employees, eligibility to participate in the Employer's group health and hospitalization plan shall commence as of the first of the month following one (1) full calendar month of service.

Section 2. The Employer shall pay the full single premium for group dental insurance. For covered services, the plan pays 80% of allowed charges, except for diagnostic and preventive services (100%) and prosthetic and prosthetic repairs and adjustments (50%), all as more fully defined in the plan document. The maximum annual benefit is One Thousand Dollars (\$1,000).

Section 3. The Employer shall pay the full cost of life insurance for each eligible employee, 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. An employee's life insurance coverage will begin on the first day of the calendar month following the completion of six (6) months of service. Group life insurance terminates on the last day of the month in which an employee retires.

Section 4. The Employer agrees to maintain present levels of benefits and coverage. Nothing in this Agreement shall be interpreted to extend eligibility or benefits beyond the expressed terms of the policy or plan.

Section 5. Participants in an approved job sharing arrangement may, by mutual agreement between the job share participants, apportion the hospital, medical and dental benefits for which the job share position is eligible. Apportionment shall be limited to either (a) one (1) employee receiving all of the benefit and the other none; or (b) the two (2) employees splitting the benefit equally.

## **ARTICLE 20 - WORK RELATED INJURIES**

Section 1. Employees who are temporarily disabled by work-related injuries recognized under the Minnesota Compensation Law shall be paid, in addition to benefits provided under the Workers Compensation Law, such additional sums as to make up the difference between Workers Compensation benefits and their regular net pay, without shift differential, and such additional payments shall not be charged against the employee's sick leave, vacation pay, or personal leave time. This benefit shall continue so long as the employee is determined, under Workers Compensation Laws, to be temporarily totally disabled, but not to exceed six months from the date of injury.

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

Section 2. While an employee is receiving loss of wage benefits under the Worker's Compensation Act (temporary total or temporary partial disability benefits), the Employer shall continue to pay the Employer's share of hospitalization-medical insurance premiums for both single and family dependent premiums, together with the premiums on the employee's life insurance, and such payments shall continue even though the employee has exhausted the benefits provided in Paragraph 1 above and all sick leave, vacation and personal leave benefits. Such payments shall end upon the 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 21 - SENIORITY**

Section 1. Seniority shall be determined by the employee's length of continuous service within the St. Louis County Sheriff's Department. Additional seniority rosters will be maintained on the basis of time in grade.

Section 2. Current seniority lists showing the names, length of service dates and promotional dates shall be furnished the Union every twelve (12) months with a copy of same posted on the Department bulletin board.

Section 3. Layoff shall be in orderly fashion in strict accordance with the established seniority roster by classification first, and second by total departmental time in the inverse order of hiring. Rehiring shall be in the inverse order of layoff. Written notice of layoff

contemplated shall be served upon the employees, and a copy to the Union, at least ten (10) days, except in case of emergency, prior to such layoff.

## **ARTICLE 22 - PROBATION**

Section 1. The probation period for all new and promotional employees hired shall be six months for full-time employees and the later of six (6) months or one thousand (1,000) hours paid service for part-time employees, unless extended by the Sheriff, not to exceed one (1) year. Anytime during the extended probation period the Sheriff may decide to accept the employee as qualified.

Section 2. During the initial probationary period or extension thereof, the Sheriff shall have the unqualified right to discharge an employee and the employee shall not have recourse to the grievance procedure nor shall the Sheriff's action be deemed to be a breach of this Agreement for any purpose whatsoever.

Section 3. During the promotional probation period, an employee who does not successfully pass the probationary period, in the Sheriff's determination, shall be returned to the employee's former classification.

## **ARTICLE 23 - TRANSFERS**

Section 1. When a vacancy arises in the Sheriff's Department due to death, retirement, removal or increase of force, any individual of the same rank may apply for a transfer from the employee's present location. The most senior applicant, with regard to time in rank, shall be transferred. It shall be the duty of the Sheriff to notify each unit employee in writing of any such open position not less than fifteen (15) nor more than ninety (90) days prior to filling such opening. It is agreed and understood that the Sheriff shall have discretion with regard to work assignments within each location.

Any employee who requests a transfer to a new location and is transferred to that location shall not be eligible to request another transfer for a period of six (6) months. An employee who has requested a transfer to a new location and declines an opportunity to transfer to that location when it is offered shall be ineligible to request transfer to another location for a period of six (6) months after declining the offer. An employee may designate two (2) transfer locations as a primary and a secondary transfer request. The six (6) month requirements of this paragraph do not apply to the primary and secondary transfer requests. The six (6) month requirements of this paragraph may be waived by the Sheriff upon request of the affected Deputy based on a showing of exigent circumstances. A "transfer" does not

include an employee's first location assignment as a new hire. The six (6) month rule also is not applicable to a transfer taken to accept a promotion.

If there are no applicants for transfer and the Sheriff does not fill the vacancy from the Civil Service eligible list, then the least senior, qualified deputy shall be transferred. No compensation shall be paid for such transfer.

Section 2. No transfer shall be made for disciplinary reasons or without good cause.

Section 3. To meet an emergency situation or for training purposes, the employer may transfer personnel without regard to seniority, but such transfer shall not be for more than ninety (90) days. When transfer is made to meet an emergency situation or for training purposes to a location twenty (20) miles or more from the home of the employee so transferred, the employee shall be compensated for actual expenses pursuant to County travel and expense policies, in addition to their regular pay.

Section 4. Seasonal positions shall be posted annually and filled by the senior, non-ranking Deputy Sheriff applying for such transfer who is regularly assigned to the supervisory duty station responsible for the seasonal position. The person filling the position shall be returned to their former assignment when such seasonal position is terminated.

## **ARTICLE 24 - UNION SECURITY, DUES**

Section 1. Each employee may become a member of the Union.

Section 2. Dues Deduction. In recognition of the Union as exclusive representative, the Employer shall:

- a. Deduct from each employee, an amount sufficient to provide payment of dues (or a "fair share" deduction if the employee elects not to become a member of the Union), established by the Union from the wages of all employees authorizing, in writing, such a deduction; and
- b. Remit such deduction to the appropriate designated officers of the Union.

The Union agrees to hold harmless, indemnify and defend the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of Section 2 of this Article.

## **ARTICLE 25 - UNION MEETINGS**

Section 1. Upon written request of the employee, arrangements shall be made to permit leave without pay from duty not to exceed a one week duration, limited to three (3) employees at any one time for representatives of the Union at international, state or district meetings.

Section 2. Union officers shall have access to the premises to talk with the employees but agree not to interfere with the normal operation of the Sheriff's office at any time.

## **ARTICLE 26 - GRIEVANCE PROCEDURE**

A grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this contract, including all disciplinary actions. Grievances as so defined shall be processed in the following manner:

Section 1. Within twenty-one (21) calendar days after the first occurrence of the event giving rise to the claimed violation, the employee, the employee's representative, or both, shall submit the grievance in writing to the employee's supervisor, who shall within five (5) calendar days give an answer in writing.

Section 2. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance, it shall be submitted in writing to the Sheriff within ten (10) calendar days after receipt of the Step 1 answer. The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the provision or provisions of the agreement allegedly violated and the relief requested. Within ten (10) calendar days of receipt of such written grievance, the Sheriff shall arrange a meeting with the employee, the employee's representative, or both, at a mutually agreeable time to discuss the matter. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by both the Sheriff and the employee. If no settlement is reached, the Sheriff shall submit the written decision to the Union with five (5) calendar days following said meeting.

The Employer and the Union may agree to submit the grievance to voluntary grievance mediation prior to submitting the grievance to Step 3. The agreement to mediate must occur within the time limit for submitting the grievance to Step 3.

Section 3. If the grievance is not settled in Step 2, the Union may appeal in writing to the County Grievance Board within ten (10) calendar days after receipt of the written answer of the Sheriff. Within fourteen (14) calendar days of receipt of notice of the Step 3 appeal, the County Grievance Board shall schedule a hearing into the matter. The hearing shall be held

within ninety (90) days thereafter. After the close of the hearing, the County Grievance Board shall render its decision no later than fourteen (14) calendar days thereafter.

Section 4. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) calendar days after receipt of the County Grievance Board's decision. The Employer and the Union shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of Notice of Referral and, in the event the parties are unable to agree upon an arbitrator within the seven (7) day period, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. The Employer and the Union shall have the right to alternately strike names from the panel with the party striking the first name to be determined by a flip of a coin. The remaining person shall be notified of his selection by joint letter from the Employer and the Union requesting that a time and place for the hearing be set, subject to the availability of the Employer and the Union representative.

Section 5. The arbitrator shall have no right to amend or modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issues submitted in writing by the Employer and the Union and shall have no authority to make decisions on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law under state or federal statutes. 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 decision of the arbitrator shall be final and binding on all parties.

Section 6. The fees and expenses of arbitration shall be divided equally between the Employer and the Union.

Section 7. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If the grievance is not appealed 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 on 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 limits in each step may be extended either upon good cause shown or by mutual written agreement between the Employer and the Union representative involved in each step.

Section 8. The Employer and the Union may mutually agree to skip one (1) or more steps of the grievance procedure in the processing of a particular grievance. The agreement shall be binding only for the instant grievance.

#### **ARTICLE 27 - COPIES**

The Employer shall provide each present and new employee with a copy of this Agreement.

#### **ARTICLE 28 - AMENDMENTS**

This Agreement may be amended by mutual consent of the parties hereto, provided, however, that the amendments shall be in writing.

#### **ARTICLE 29 - TERM, RENEWAL AND RENEGOTIATION**

This Agreement shall continue in full force and effect from January 1, 2006 through December 31, 2007 and thereafter until modified by the parties. Either party hereto shall give the other written notice sixty (60) days prior to the expiration of this contract of its desire to renegotiate the Agreement. If efforts at negotiation are not successful, matters shall be submitted to mediation or arbitration in the manner provided by the law of the State of Minnesota.

#### **ARTICLE 30 - SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and its subdivisions. In the event any provision of this Agreement shall be held to be contrary to said laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

#### **ARTICLE 31 - RETIREMENT**

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

Section 2. The Employer will immediately adopt a policy providing for the implementation of a Post-Retirement Health Care Savings Plan for qualifying employees covered by this

agreement. Pursuant to that policy, to qualify for participation in the Post-Retirement Health Care Savings Plan, an employee must, at retirement, have been employed by the Employer for five consecutive years immediately prior to retirement, qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association or other appropriate State of Minnesota sponsored retirement fund, or Social Security, and participate in the current St. Louis County self-insured health and dental plans as of the date of retirement.

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

Accumulated, unused sick leave shall be an amount equal to the number of hours, not to exceed 1900, of unused sick leave multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement. Accumulated, unused vacation shall be an amount equal to the number of hours of unused vacation time multiplied by the employee's hourly base pay rate during the last payroll period prior to retirement.

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

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

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

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

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

Adoption of the policy shall not be construed as a waiver of the Employer's position that employer contributions to Post-retirement Health Care Savings Plans are not a mandatory topic of negotiations. The Employer may amend or repeal the policy at any time; provided, however, if the 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 29 of the 2002-2003 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**COUNTY OF ST. LOUIS**

**LAW ENFORCEMENT  
LABOR SERVICES, INC.**

BY: \_\_\_\_\_  
Chairman, St. Louis County Board  
of Commissioners

BY: \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Steven C. Fecker, Labor Negotiator

BY: \_\_\_\_\_  
Its \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

\_\_\_\_\_  
County Attorney