

AGREEMENT

between

COUNTY OF ST. LOUIS

-and-

**ST. LOUIS COUNTY JAIL CORRECTIONS OFFICERS
AFSCME, LOCAL 1934**

and

**ST. LOUIS COUNTY COMMUNICATION DEPARTMENT
ESSENTIAL EMPLOYEES
AFSCME, LOCAL 66**

MINNESOTA COUNCIL 5

2008-2009

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ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement entered into between the COUNTY OF ST. LOUIS, hereinafter called “Employer” and the ST. LOUIS COUNTY JAIL CORRECTIONS OFFICERS, AFSCME LOCAL 1934 and COMMUNICATION DEPARTMENT ESSENTIAL EMPLOYEES, AFSCME LOCAL 66, both of which are affiliated with AFSCME COUNCIL NO. 5, hereinafter collectively called “Union” has as its intent and purpose 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 non-licensed essential employees of the St. Louis County Sheriff’s Department and St. Louis County Communications Department, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, 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 nonmembership in the Union.

The Employer agrees to designate 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 collectively St. Louis County Jail Corrections Officers, AFSCME Local 1934 and Communications Department Essential Employees, AFSCME Local 66.

“Employee” means a member of the Bargaining Unit.

“Employer” means the County of St. Louis.

“Grievance” means an alleged violation of this Agreement, St. Louis County Resolutions or Departmental Regulations.

“Temporary Employee” means an employee who has not been certified by the Sheriff or Communications Director, and Civil Service Commission.

“County” means St. Louis County.

“Location” means (1) Duluth and (2) the Iron Range (defined as that portion of St. Louis County north of Cotton).

“Transfer” means change of location.

“Days” unless otherwise indicated, means calendar days.

“Special Schedule Agreement” means an addendum to this collective bargaining agreement which is approved and executed by the Employer and the Union, and which amends the terms of this collective bargaining agreement, typically with respect to matters such as hours of work, overtime, shift differential, breaks, holidays, charges for leave time, and procedures for termination of the agreement.

“Department Head” means the Sheriff or the Communications Department Director.

ARTICLE 4 - EMPLOYER RIGHTS

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

ARTICLE 5 - WAGES

Section 1. The bi-weekly and hourly wage rates annexed hereto as Exhibit “A” shall be paid all employees within this jurisdiction during 2008 (represents an increase of 2%). The bi-weekly and hourly wage rates annexed hereto as Exhibit “B” shall be paid all employees within this jurisdiction effective the first pay period of 2009 (represents 2% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit “C” shall be paid all employees within this jurisdiction effective the fourteenth pay period of 2009 (1.5% increase). If wage adjustments are retroactive for the calendar year, this shall mean that the wage adjustment will be applied beginning with the full pay period covered by the first bi-weekly paycheck of the new contract year. No lower or higher rates of pay shall be paid unless previously negotiated between the Employer and the Union. When a new classification is created, the rate of pay for such new classification shall be negotiated between the Employer and the Union.

Section 2. The official payroll year shall be defined as commencing with the beginning of the pay period covered by the first bi-weekly paycheck of the new calendar year. Vacation and sick leave hours accrued will be stated on each paycheck, current to within one pay period. The end of the payroll year shall apply to administration of the maximum sick leave accruals, waivers from the maximum vacation accrual, as well as to the use of allotted personal leave days, as specified in other provisions of this agreement.

Section 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 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 an additional step, and after the 24th year of service a final step increase in salary. All such increases shall be carried in promotion or demotion. Hourly 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.

ARTICLE 6 - OVERTIME

Section 1. For employees covered by a Special Schedule Agreement, overtime shall be as set forth in the Special Schedule Agreement. For employees not covered by a Special Schedule Agreement, overtime shall be paid 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. (Special schedules for Corrections employees 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 pay or time and one-half 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 off 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 ($\frac{3}{4}$) 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. For employees covered by a Special Schedule Agreement, shift differential shall be as set forth in the Special Schedule Agreement. For employees not covered by a Special Schedule Agreement, 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 thirty cents (\$.30) 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 forty cents (\$.40) per hour for each hour worked during such a shift.

ARTICLE 8 - EMERGENCY CALL-OUT

Section 1. An employee who has completed the daily shift and have 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 three (3) hours at time and one-half (1½) the employee's basic hourly rate of pay for each such call back, unless said emergency call-out is considered overtime pursuant to Article 6 herein, in which case the employee 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.

Section 2. Section 1 of this Article shall not apply within a four (4) hour period immediately preceding the employee's scheduled starting time. All employees required to come on duty within this four (4) hour period shall be allowed time and one-half (1½) on a quarter-hour basis to the nearest quarter hour. An employee who reports to work within this four (4) hour period shall be allowed to work his/her normal work shift.

Section 3. All employees who are called back to work on scheduled days off, shall receive a minimum of four (4) hours pay, payable in cash, at time and one-half (1½) the employee's basic hourly rate of pay.

ARTICLE 9 - COURT TIME

Employees scheduled to appear in court on behalf of the Employer 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

Employees in the classifications of Deputy Sheriff-Corrections Officer and Deputy Sheriff Sergeant-Corrections Officer 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 and 00/100 Dollars (\$50) 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 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 job.

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 - FIELD TRAINING OFFICERS

Section 1. Deputy Sheriff-Corrections Officers and Deputy Sheriff Sergeant-Corrections Officers working as Field Training Officers shall receive an additional One Dollar (\$1.00) per hour for each hour they work as a Field Training Officer and are actually in the presence of a trainee.

Section 2. Emergency Communications Specialists who are specifically assigned by the Employer to act as trainers for new employees shall receive an additional One Dollar (\$1.00) per hour for each hour actually worked as a trainer in the presence of the trainee.

ARTICLE 13 - HOURS OF WORK

Section 1. For employees covered by a Special Schedule Agreement, the basic work day shall be as set forth in the Special Schedule Agreement. For employees not covered by a Special Schedule Agreement, the basic work day in the St. Louis County Sheriff's Department and in the Communications Department is eight (8) consecutive hours.

Section 2. The basic work week in the St. Louis County Sheriff's Department is an average forty (40) hours. The basic work week in the St. Louis County Communications Department is forty (40) hours. The annual work year is two thousand eighty (2080) 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 emergency, or upon mutual agreement between the Employer and an affected employee, 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, jail or communications 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.

Section 5.

a. Duluth Jail: Employees shall be entitled to thirty (30) minutes of assigned break time per shift, which may be in two (2) segments. Employees who are required by the Employer to work through all or part of the break time shall be paid double time for the break time missed. It shall be the Employee's responsibility to notify the shift commander at least two (2) hours before the end of their shift if they have not been able to take their break or they shall not receive the double time pay.

b. Range Lockups: Employees shall be entitled to forty-five (45) minutes of assigned break time per twelve (12) hour shift, including approximately fifteen (15) consecutive minutes of uninterrupted time. Employees who are required by the Employer to work through all or part of the break time shall be paid double time for the break time missed. It shall be the Employee's responsibility to notify the shift commander at least two (2) hours before the end of their shift if they have not been able to take their break or they shall not receive the double time pay.

A break is rest time. However, the employee cannot leave the post; the employee must respond to duty responsibilities.

c. Communications Department: All employees shall receive a total of thirty (30) minutes of paid break time per shift. Those breaks shall be arranged so that the employee may leave the area of the communications console. Those employees working a shift of eight (8) hours or more may receive one-half (½) hour lunch periods, which the Employer may direct to be taken at the communications console.

ARTICLE 14 - REGULAR WORK WEEK

The normal regular work week of all employees shall be as follows: 12:01 a.m. on Sunday to 12:00 midnight on the following Saturday.

ARTICLE 15 - HOLIDAYS WITH PAY

Section 1. All employees shall be entitled to ten (10) guaranteed paid holidays per year, as part of their base pay (eight (8) hours straight time pay per holiday). These holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Armistice Day (November 11), Thanksgiving Day, Friday after Thanksgiving and Christmas Day. Provided, however, when New Year's Day, Independence Day, Armistice 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 were shown on the payroll as having worked the last scheduled day before and the first scheduled day after the holiday.

Section 2. In addition to the holidays herein granted, each employee shall have sixteen (16) hours of personal leave for the first year of employment and thirty-two (32) hours of personal leave per year thereafter. Personal leave may be taken in either multiples of one-half hour or full days 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. Provided, however, once an employee has been granted personal leave on a given day, the Employer shall not be required to grant a personal leave request of a more senior employee for the same day(s).

Section 3. 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 (1½) the regular rate in addition to their regular pay. Employees shall be paid two and one-half

(2½) times their regular rate for all hours worked over the regularly scheduled workday on a holiday.

ARTICLE 16 - 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	2.1
Commencing 2 through 3 years	4.0
Commencing 4 through 5 years	5.6
Commencing 6 through 10 years	6.9
Commencing 11 through 15 years	7.7
Commencing 16 through 20 years	8.3
Commencing 21 through 24 years	8.8
25+ years	9.6

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

Section 2. Changes in vacation earnings shall be effective the first of the month following the employee's required years of service.

Section 3. Vacation hours may accumulate up to a maximum of two hundred ninety (290) hours at the end of any given pay period. Requests to temporarily exceed the two hundred ninety (290) hour maximum may be submitted to the Department Head for consideration pursuant to the Civil Service Rules.

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.

Section 5. Employees are eligible to receive and use accrued vacation with pay upon completion of their minimum required original probationary period (six months or 1000 hours, whichever is later). Provided, however, employees are eligible to receive and use accrued vacation with pay during an extension of the original probationary period.

ARTICLE 17 - 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	2.10
Commencing 13 - 24 months	4.00
Commencing 25 months and over	5.60

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 working 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 for absence due to an illness of the employee’s child or minor ward for such reasonable periods as the employee’s attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee’s own illness pursuant to this Article. “Child” means an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school.

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, or spouse 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, or step-family members. An employee may, upon the approval of his/her Department Head, be permitted up to a maximum of ten (10) working 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. A Department Head may at any time request an employee to submit complete medical verification, on a form provided by the Employer, as to why the employee’s illness

or injury prevents the employee from working, if there is a concern about appropriate use of sick leave. The Department Head may indicate whether the verification shall be from an attending or a designated physician.

ARTICLE 18 - SICK LEAVE BANK

Section 1. At the end of each calendar year, upon request of the Union, one (1) day of sick leave will be deducted from the total sick leave accumulation of each employee and will be credited to an Emergency Sick Leave Bank to permit extensions of sick leave in the event of major illness. 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 guidelines established by the St. Louis County Board of Commissioners. Corrections employees shall participate in the Corrections Officers Unit Emergency Sick Leave Bank and Communications employees shall participate in the Civil Service Basic Unit Emergency Sick Leave Bank.

Section 2. 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 19 - LEAVES OF ABSENCE

Section 1. Military Leave: Up to fifteen (15) working days leave per calendar year shall be granted with pay, but only if pay is required by law, to members of a reserve force of the United States or the State of Minnesota who are ordered by appropriate military authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Minnesota during the period of such activity, and as may be required by Chapter 192, Minnesota Statutes. Military leave may, at the discretion of the Employer, be granted to an employee who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years as may be required by Chapter 192, Minnesota Statutes. Upon reinstatement of any permanent employee who has been on military leave of absence, said employee shall have the same rights with respect to accrued and future seniority status, efficiency rating, vacation, sick leave and other benefits as if the employee had been actually employed during the time of such leave, as may be required by Chapter 192, Minnesota Statutes.

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.

Section 3. Parental Leave: Upon thirty (30) days written request by an employee to their Department Head, up to a maximum of six (6) continuous months of unpaid leave shall be granted to care for the employee's newborn or adopted child. Such unpaid childcare leave shall be taken following termination of any paid leave used by the employee under the Family and Medical Leave Act (FMLA) entitlement. Per Employer FMLA Policy, the use of appropriate accrued sick leave, vacation and personal leave is required during the twelve (12) week FMLA entitlement. Parental leaves must be taken within the twelve (12) month period following the child's birth or adoption. When both parents are employees of the County, the parental leave shall be divided, upon request of the employee, in accordance with this Article and the FMLA.

ARTICLE 20 - HOSPITALIZATION, MEDICAL AND DENTAL 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:

	Option A*
<u>Single Coverage</u>	100%
<u>Dependent Coverage</u>	70/30

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.]

Section 2. Dental Plan: The Employer shall pay the full single premium for group dental insurance, subject to a maximum benefit of One Thousand Dollars (\$1,000) per year (\$1,500 effective January, 2009). 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.

Section 3. Full-time employees (except provisional appointments) shall be eligible for Employer contribution to the group insurance health insurance plans on the first of the month following one (1) full calendar month of employment. For part-time employees, hired or placed into a part-time position, an eligible employee shall be defined as one who has successfully completed four hundred eighty-nine (489) hours of employment service

and would become eligible on the first day of the next calendar month of employment after completing four hundred eighty-nine (489) hours of service.

Section 4. 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 21 - LIFE INSURANCE

Section 1. 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.

Section 2. All employees' life insurance coverage will begin on the first day of the calendar month following the completion of six (6) months of service as a classified employee.

Section 3. Group life insurance terminates on the last day of the month in which an employee retires.

ARTICLE 22 - 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 wage loss benefits the amount of sick leave received by the employee, less the sick leave which the employee would be eligible to receive pursuant to Section 1 of this Article.

Section 2. While an employee is receiving loss of wage benefits under the 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 23 - PRORATED BENEFITS

An employee hired or placed into a part-time position after ratification of the 1996-97 contract will receive prorated holidays, personal leave, vacation, sick leave and premium payments for group hospitalization insurance program under this Agreement. After completion of one thousand (1,000*) hours worked at straight time, the proration of benefits will be determined in the following manner: In the first incomplete calendar year, the one thousand (1,000*) hours will be divided by the number of pay periods to determine the average hours per pay period. The average hours per pay period will be divided by eighty (80) to determine the percentage of proration for the remaining months of the calendar year. In the first complete calendar year, the number of straight time hours worked will be divided by the number of pay periods worked in the preceding year to determine the average number of hours worked per pay period. The average number of hours worked per pay period will be divided by eighty (80) to determine the percentage of proration. Annually, thereafter, straight time hours worked in the preceding year (twenty-six (26) pay periods ending with the last complete pay period before December 1) will be divided by two thousand eighty (2080) to determine the percentage of proration. An employee hired prior to ratification of the 1996-1997 contract will continue to be subject to the eligibility requirements previously in effect, including the one thousand (1,000) hour rule so long as the employee remains in a full-time position or in the part-time position the employee occupied at the time of ratification of the 1996-1997 agreement. [*four hundred eighty nine (489) hours for group hospitalization insurance for employees hired or placed into a part-time position after ratification of the 2002-2003 contract.]

ARTICLE 24 - PROBATION, SENIORITY

Section 1. In the St. Louis County Sheriff's Department, seniority shall be determined by the employee's length of continuous service within the St. Louis County Sheriff's Department. In the St. Louis County Communications Department, seniority shall be determined with reference to the seniority list attached to the February 24, 1988 letter of agreement as Exhibit A and thereafter based on continuous service within the St. Louis County Communications 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 per classification first, and second by total departmental time in the inverse order of hiring, and 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) working days, except in case of emergency, prior to such layoff.

Section 4. The probation period for all new and promotional employees hired shall be six (6) 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 Department Head, not to exceed one (1) year. Anytime during the extended probation period a Department Head may decide to accept the employee as qualified. During the initial probationary period the Employer shall have the unqualified right to discharge an employee and the employee shall not have recourse to the grievance procedure nor shall the Employer's action be deemed to be a breach of this Agreement for any purpose whatsoever.

ARTICLE 25- TRANSFERS

Section 1.

Subp. a. 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 his present location and the most senior applicant with regard to time in rank, shall be transferred. It is agreed and understood that the Department Head shall have discretion with regard to work assignments within each duty station. If there are no applicants for transfer and the Department Head does not fill the vacancy from the Civil Service eligible list, then the least senior, qualified employee shall be transferred. No compensation shall be paid for such transfer. 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 sixty (60) days prior to filling such opening.

Subp. b. Notice of the classification and location of a position available in the Communications Department will be posted by the Civil Service/Personnel Department on bulletin boards at the Department's work sites at least five (5) days prior to closing of applications for such vacancy. Employees in the department and in the same classification may request consideration for lateral transfer by submitting a memorandum to the Civil Service/Personnel Department within the stated time limit. All employees submitting such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the appointing authority is still interested in considering 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.

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, he/she shall be compensated for actual expenses to a maximum of thirty and no/100 dollars (\$30.00) per day pursuant to county travel and expense policies, in addition to his/her regular pay.

ARTICLE 26 - UNION SECURITY, DUES

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

Section 2. The Employer shall deduct at each payroll period an amount sufficient to provide the payment of dues or service or maintenance fees established by the Union from the wages of all employees when presented by the Union, in writing, authorizing said deductions and shall remit such deductions to the appropriate officer designated by the Union. The Union agrees to indemnify and hold Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken at the written request of the Union pursuant to this Section.

ARTICLE 27 - UNION MEETINGS

Section 1. For Corrections employees, the Employer agrees to allow reasonable time off with no loss of pay to two (2) negotiating committee members and a negotiator, if and when negotiations are scheduled at a time when committee members or the negotiator are on duty. The Employer also agrees to allow a reasonable number of Communications Department employees to participate in negotiations pursuant to the St. Louis County/AFSCME Council 96 Lost Time Agreement.

Section 2. Upon written request of the employee, arrangements shall be made to permit leave without pay from duty not to exceed a one (1) week duration, but limited to three (3) employees from among Deputy Sheriff-Corrections Officers and Deputy Sheriff Sergeant-Corrections Officers and no more than three (3) employees from the St. Louis Communications Department at any one time for representatives of the Union at international, state or district meetings.

Section 3. Union officers shall have access to the premises to talk with the employees but agree herein not to interfere with the normal operations of the Employer at any time.

ARTICLE 28 - 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 ten (10) calendar days give his/her 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 Department Head within ten (10) calendar days after receipt of the answer from the Step 1 proceedings herein. 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 Department Head 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 Department Head and the employee. If no settlement is reached, the Department Head shall submit his/her written decision to the Union with ten (10) 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 and the time limit for submitting the grievance to Step 3 shall not be extended in the absence of an agreement to mediate.

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 Department Head. Within fourteen (14) calendar days of receipt of such written grievance, the County Grievance Board shall schedule a hearing into the matter, after the

close of which it shall render its decision no later than fourteen (14) calendar days thereafter.

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 ten (10) calendar days after receipt of Notice of Referral and, in the event the parties are unable to agree upon an arbitrator within such ten (10) day period, any party may request 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 three (3) names from the panel with the party striking the first name to be determined by a flip of a coin. The remaining arbitrator shall be notified of their selection and requested to set a time and place for the hearing 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 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 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.

ARTICLE 29 - 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 28 of the 2000-2001 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 P.E.R.A. 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.

ARTICLE 30 - SPECIAL SCHEDULE AGREEMENTS

The Employer and the Union may enter into Special Schedule Agreement(s) which, when approved and executed by the Employer and the Union, shall constitute an addendum to this collective bargaining agreement. Attached hereto are the Special Schedule Agreements which were in effect as of ratification of the current collective bargaining agreement.

ARTICLE 31 - COPIES

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

ARTICLE 32 - AMENDMENTS

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

ARTICLE 33 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and its sole divisions. 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 34 - TERM, RENEWAL AND RENEGOTIATION

This Agreement shall continue in full force and effect from January 1, 2008 through December 31, 2009. This Agreement shall continue in full force and effect 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. During the negotiation period, this Agreement shall continue in full force and effect. 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.

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

FOR THE EMPLOYER:

FOR THE UNION:

By: _____
Chairman, St. Louis County Board
of Commissioners

By: _____
Field Director
AFSCME Council 5

Steven C. Fecker, Labor Negotiator

By: _____
President, Local 1934

APPROVED AS TO FORM
AND EXECUTION:

By: _____
President, Local 66

County Attorney

By: _____
Business Representative