

**AGREEMENT BETWEEN**

**ST. LOUIS COUNTY**

**-and-**

**ST. LOUIS COUNTY SHERIFF'S SUPERVISORY  
ASSOCIATION**

**2008-2009**

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AGREEMENT BETWEEN

ST. LOUIS COUNTY

AND

ST. LOUIS COUNTY SHERIFF'S SUPERVISORY  
ASSOCIATION

**PREAMBLE**

The County of St. Louis, Minnesota (hereinafter referred to as the "Employer"), and St. Louis County Sheriff's Supervisory Association (hereinafter referred to as the "Association"), representing employees covered by this Agreement, do hereby reach an agreement regarding terms and conditions of their employment.

This Agreement was adopted by the Employer and the Association effective the 1<sup>st</sup> day of January, 2008.

**ARTICLE 1  
RECOGNITION**

Section 1. The Employer recognizes the Association as the exclusive representative for collective bargaining purposes of all supervisory employees in the classified service of the St. Louis County Sheriff's Department who are public employees. The positions covered by this Agreement are Jail/Corrections Administrator, Supervising Deputy Sheriff, Assistant Administrator-Security, Assistant Administrator-Operations, and Deputy Sheriff Lieutenant. An employee promoted to a position of classified service that has been designated a supervisory position shall immediately become a member of this unit and subject to the terms of this Agreement. Disputes as to the inclusion of a new or changed classification shall be referred to the Bureau of Mediation Services for decision.

Section 2. The Employer or its representatives shall not enter into any agreement or bargain collectively or individually with any member of the bargaining unit which in any way conflicts with the terms of this Agreement.

## **ARTICLE 2 MANAGEMENT RIGHTS**

Section 1. It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existent methods, equipment or facilities.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the Employer to efficiently manage and conduct its operation within its legal limitations and with its primary obligation to provide services to the residents of the Employer.

Section 3. Effect of Laws, Rules and Regulations: The Association recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives and orders, issued by the Employer, providing that such rules, regulations, directives and orders are not inconsistent with the provisions of this Agreement.

## **ARTICLE 3 GRIEVANCE PROCEDURE**

### **A. Employee Rights of Protection and Representation.**

Section 1. Nothing contained in this Agreement shall be construed to deny any employee their rights under applicable Civil Service Law and Rules.

Section 2. Every employee shall have the right to present their grievance to the Employer free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

### **B. Grievance Defined.**

Section 1. A grievance shall be defined as a dispute or disagreement raised by any employee against the Employer involving the interpretation or application of the specific provisions of this Agreement; provided, however, that a grievance shall not include any matter which is not within the authority of the Employer to act.

Section 2. The filing or pendency of any grievance shall in no way operate to impede, delay or interfere with the right of the Employer to take action complained of, subject, however, to the final resolution of the grievance.

C. Grievance Procedure.

In the event an employee covered by this Agreement claims that their rights and privileges under this Agreement have been violated, the matter shall be resolved in accordance with the following procedure.

Step 1. Within ten (10) calendar days after the first occurrence of the event giving rise to the claimed violation, the employee and/or their representative shall submit the grievance to their supervisor who, within ten (10) calendar days thereafter, shall give their answer.

Step 2. If the grievance is not settled in Step 1, the employee and/or their representative shall present the matter in writing to the Sheriff, within ten (10) calendar days after the receipt of the Supervisor's answer. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. If the employee's supervisor is the Sheriff, then this step is deemed waived by both parties and after Step 1 the Association shall proceed, within ten (10) calendar days of the Sheriff's answer to Step 3 of the procedure.

Within ten (10) calendar days of the receipt of such written grievance, the Sheriff shall arrange a meeting with the Association at a mutually agreeable time to discuss the matter. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Sheriff and the Association. If no settlement is reached, the Sheriff shall give the Office's written answer to the Association within ten (10) calendar days following their meeting.

The Employer and the Association 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.

Step 3. If the grievance is not settled in Step 2 the Association shall present the matter in writing to the County Grievance Board within ten (10) calendar days after the receipt of the Sheriff's written answer. The Grievance Board shall be composed of three (3) members appointed by the County Board of Commissioners.

Within ten (10) calendar days of receipt of such written grievance, the County Grievance Board shall schedule a hearing into the matter, after the close of which it shall render its decision no later than ten (10) calendar days thereafter.

Step 4. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within ten (10) calendar days after the receipt of the County Grievance Board's decision. The Employer and the Association 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) calendar day period, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. The parties shall alternately strike names from the panel with the Association having the first strike. The remaining person shall be notified of their selection and requested to set a time and a place for the hearing, subject to the availability of the Employer and the Association representative.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the specific issue presented to him/her in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying the application of laws and rules and regulations having the force and effect of law. If the arbitrator finds that the grievance concerns matters not covered by this Agreement or the procedures contained herein have not been adhered to, he/she shall return the matters to the parties without decision.

The arbitrator shall submit in writing the decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

The fee and expenses of the arbitrator shall be divided equally between the Employer and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

D. Waiver.

If the grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each step may be extended by mutual agreement of the Employer and the Association representative involved in each Step.

## **ARTICLE 4 HOLIDAYS**

Section 1. All employees shall be entitled to eight (8) hours pay on the following holidays; 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 or Christmas Day falls on a Saturday, the Friday preceding is the official holiday and if they fall on Sunday, the Monday following is the official holiday.

Section 2. To be eligible to receive a paid holiday, an employee must be in payroll status on the normal scheduled work day immediately preceding and the normal scheduled work day immediately following the holiday(s). Payroll status shall be defined as: When actually working, on paid vacation, paid sick leave, compensatory time off, paid personal leave or on a paid leave of absence.

Section 3. Any employees required to work on any of the aforementioned holidays shall be paid holiday pay plus time and one-half (1½) times their regular rate for all hours worked on the holiday.

Section 4. In addition to the holidays granted, sixteen (16) hours of personal leave will be granted to employees in the first year of employment and thirty-two (32) hours of personal leave with pay will be granted to employees each year thereafter. Personal leave may be taken in one-half (½) hour increments and shall not accumulate from year to year. Approval for personal leave shall require mutual agreement between the employee and supervising staff. New employees must work four hundred eight-nine (489) hours.

## **ARTICLE 5 VACATIONS**

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

YEARS OF SERVICE	HOURS PER PAY PERIOD
Commencing 0 through 1 year	2.00
Commencing 2 through 3 years	4.00
Commencing 4 through 5 years	5.50
Commencing 6 through 10 years	6.50
Commencing 11 through 15 years	7.25
Commencing 16 through 20 years	7.75
Commencing 21 through 25 years	8.75
Over 25 years	9.50

Vacation for employees shall be given in accordance with Civil Service Rules on vacations. Vacation 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 Civil Service Director.

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 2. Paid holidays occurring during an employee's approved vacation shall not be charged against vacation time but shall be treated as holidays. Sick leave because of hospitalization of the employee, or hospitalization or death in the employee's immediate family as defined in Article 6, occurring during an employee's approved vacation shall not be charged against vacation time if the employee presents written verification acceptable to the Employer.

Section 3. Any employee whose service with the Employer is officially terminated shall be paid for the number of hours of accumulated unused vacation leave.

Section 4. No vacation credit can be earned while an employee appears on the payroll as "No Pay" (NP) for twenty (20) hours or more per pay period.

## **ARTICLE 6 SICK LEAVE**

Section 1. Sick leave with pay will be earned at a rate of two (2.0) hours per pay period for the first twelve (12) months of service and five and three-quarters (5.75) hours per pay period thereafter. Sick leave is computed on a payroll year basis and sick leave accumulation shall not exceed nineteen hundred (1900) hours as of the end of the last pay period of the 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" (NP) for twenty (20) hours or more during a pay period.

Employees who are on probation shall earn and be permitted use of sick leave.

Section 2.

(a) Sick leave may be paid for absence because of an employee's inability to perform their 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 the 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 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.

(b) 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 or spouse of the employee.

(c) 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, step-parents, guardian, children, step-children, brothers, sisters, wards of the employee, grandparents or grandchildren. An employee may be permitted, upon approval of the Employer, 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.

Section 3. The Employer may at any time request employees to submit a complete 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 Employer may indicate whether the verification shall come from an attending or a designated physician.

## **ARTICLE 7 SICK LEAVE BANK**

Section 1. At the end of each payroll year through 2004, upon request of the bargaining unit, one (1) day of sick leave will be deducted from the total sick leave accumulation of each employee and will be credited to a Sheriff's Supervisory Unit 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 Association. The Association 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. Effective January 1, 1998, the Sick Leave Bank shall be credited with the total number of sick leave hours which are being reduced from the accumulation of bargaining unit members in order to bring each unit member's maximum accumulation down to nineteen hundred (1900) hours. This is a one-time contribution for the purpose of establishing an initial balance in the Sick Leave Bank.

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. At the end of each year, effective with the 2005 payroll year, upon 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 the Sheriff's Supervisory 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 8 OVERTIME, ON-CALL, WORK DAY**

Section 1. Overtime: Employees shall receive 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.)

Deputy Sheriff Lieutenants and Assistant Jail Administrators shall have the option of receiving overtime as time and one-half (1½) pay or time and one-half (1½) compensatory time.

Supervising Deputies, and Jail Administrator shall have the option of receiving overtime as straight time compensatory time.

If an employee is unable to use and take accumulated compensatory time off before the end of the calendar year, the employee shall automatically be paid for such 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 at the pay plan rate in effect during the payroll year in which the overtime was earned. For the purpose of computing overtime during the work week, vacation leave, sick leave, personal leave, compensatory time off and holidays shall be counted as hours worked.

Section 2. On-Call Pay: Assistant Administrators and Deputy Sheriff Lieutenants shall receive compensation when required to be on-call at the rate of \$2.00 per hour.

Section 3. Work Week: The normal regular work week shall be from 12:01 a.m. on Saturday to 12:00 midnight on the following Friday. The average work week for employees covered by this Agreement is expected to be approximately forty (40) hours. Schedules of work shall be determined by the Sheriff.

Section 4. Emergency Call-Out: All Employees who have completed their daily shift and have returned home and are 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 the Employee's basic hourly rate of pay for each such call back.

This Section 4 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.

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

Section 5. Court Time: Deputy Sheriff Lieutenants and Assistant Jail Administrators who are scheduled to appear in court on behalf of the Employer or other governmental units 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.

Section 6. Shift Work: Deputy Sheriff Lieutenants and Assistant Jail Administrators 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 5:00 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 as shift. No employee shall receive such a shift differential for any time for which they have received overtime compensation provided in Article 8 of this Agreement.

**ARTICLE 9  
EMPLOYEE INSURANCE PLANS**

Section 1. Health Insurance: 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.

See attached Memorandum of Understanding effective January, 2008.

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

Section 2. Dental Insurance: The Employer shall provide and 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) (\$1,500 effective 2009).

Section 3. Life Insurance: The Employer shall pay the full premium for group life insurance for the employees, 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 salary base shall be computed on January 1 of each year, or for new employees, on their date of hire.

Section 4. Workers' Compensation Insurance: 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, 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 (6) 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.

While an employee is receiving loss of wage benefits under the Workers' Compensation Act (temporary total or temporary partial disability benefits) the Employer shall continue to pay the Employer's share of 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 the above paragraph 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 10**

### **PAY DATES, WAGE RATES, UNIFORM ALLOWANCE, LICENSE FEES**

Section 1. Pay Dates: Pay dates shall be every other Friday, and pay periods shall commence at 12:01 a.m., Saturday and shall end at 12:00 midnight on 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 shall be stated on the check, 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 maximum vacation accruals, as well as the use of allotted personal leave days as specified in other provisions of this Agreement.

Section 2. Wages: The biweekly and hourly rates shown in the pay plan attached hereto as Exhibit A shall be paid to all employees during the 2008 payroll year (represents an increase of 2%). The biweekly and hourly rates shown on the pay plan attached hereto as Exhibit B shall be paid to all employees effective the first pay period of the 2009 payroll year (represents an increase of 2%). The biweekly and hourly rates shown on the pay plan attached hereto as Exhibit B-2 shall be paid to all employees effective the fourteenth pay period of the 2009 payroll year (represents an increase of 1.5%). Wage adjustments will be applied for the full pay period covered by the first biweekly paycheck of the new

payroll year. No lower or higher rates shall be paid during the life of this Agreement unless previously negotiated between the Employer and the Association.

When a new classification is created, the rate of pay for such new classification shall be negotiated between the Employer and the Association. The Employer and the Association may submit the rate of pay, arrived at through negotiation, back to the Civil Service Commission pursuant to the Civil Service Law and Rules.

A minimum two (2) grade differential shall be maintained between the classification of any member of this unit and the classification of any employee directly supervised by the unit member, and the unit member's pay rate shall not be less than the subordinate's basic pay rate (excluding longevity).

Section 3. Longevity Step: All employees attaining eight (8) years of service after continuous non-break in employment shall, upon 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 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.

Section 4. Uniform Allowance: All employees covered by this Agreement shall receive a uniform 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 Sheriff 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 Department issued equipment, badges and insignia.

Section 5. License Fees; Training: The Employer shall pay all license fees required of the employee to maintain the employee's status as a licensed law enforcement or corrections officer.

The Sheriff 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.

Section 6. Twenty-Four (24) Hour Duty Pay: Each employee in a position requiring full-time POST Board licensure 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 (24) Hour Duty Pay will be reflected in the pay plan.

**ARTICLE 11**  
**ASSOCIATION ACTIVITY, ACCESS TO PREMISES**

Section 1. Dues Deductions: Payroll deductions for Association dues shall be made monthly from the salary of the employees upon presentation by the Association of authorized certification from the proper Association representatives. The Employer shall submit the Association dues and fair share deductions to the Association within fifteen (15) days.

The Association shall hold harmless and indemnify the Employer against any and all claims, suits, losses, orders, verdicts, or judgments against the Employer resulting from action taken by the Employer pursuant to the provisions of this Section.

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

Section 3. Separability: This Agreement is subject to the laws of the State of Minnesota, including the St. Louis County Civil Service Law and the Civil Service Rules made pursuant thereto, and at any time any provision is in conflict and held to be contrary to law by a court of competent jurisdiction, from which final judgment or decree no appeal has been taken within the time provided, such provisions shall be void and inoperative. However, up until such a ruling is given, all provisions of this Agreement shall remain operative, or if such provision is ruled inoperative, all other provisions shall remain in full force and effect.

**ARTICLE 12**  
**RETIREMENT AND PENSION**

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 accrued sick leave into the employee's account with the plan.

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

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 Association objects to the Employer's amendment or repeal, the Association shall be entitled, upon written notice to the Employer, to reinstate the terms of Article 11 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 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.

## **ARTICLE 13 STATUS, DISCIPLINE**

Section 1. Seniority: Seniority shall be defined by length of service in a classification within the Sheriff's Department. Seniority shall consist of a continuous uninterrupted accumulation of paid service as a permanent employee in the classified service. Seniority shall be carried forward with the employee in any promotions to higher class or special assignments within the Department to which the employee promotes or is transferred. Seniority rights can only be exercised in the classification titles which the employee held in the Department. Seniority shall not be lost due to absence by illness, authorized leaves (filed in writing), or temporary layoffs that may occur for whatever reason. A seniority list shall be initially established by the Employer and brought up to date by the first of April of each year based on the previous calendar year, with a copy sent to the Association.

Section 2. Resignation: An employee not on sick leave or authorized leave of absence but absenting without notice of any kind for three (3) days shall be considered resigned not in good standing, at the discretion of the Employer. The Employer may, however, consider any written request of the employee or the Association on the employee's behalf.

Section 3. Layoff: Layoffs shall be in orderly fashion in strict accordance with the established seniority roster per classification. Rehiring shall be in the inverse order of layoff. Written notice of layoff shall be provided to affected employees at least ten (10) calendar days prior to the effective date of the layoff, except in case of emergency.

Section 4. Transfers: No transfer shall be made for disciplinary reasons or without good cause.

When a vacancy in the classification of Lieutenant arises due to death, retirement, removal or increase in force, any individual of the same rank may apply for a transfer from his/her present location and the most senior applicant with regard to time and rank shall be transferred. It is agreed and understood that the Sheriff shall have discretion with regard to work assignments within each duty station. 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 Lieutenant may be transferred. No compensation shall be paid for such transfer. It shall be the duty of the Sheriff to notify each Lieutenant in writing of any such open position.

Duty stations for Law Enforcement shall be defined as Duluth, Hibbing and Virginia. Duty stations for Corrections shall be defined as the Duluth Jail and the Virginia/Hibbing Lockups.

The Sheriff may transfer Lieutenants without regard to seniority in order to meet an emergency situation or for training purposes, 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 Lieutenant so transferred, the Lieutenant shall be compensated for actual expenses pursuant to county travel and expense policies, in addition to the Lieutenant's regular pay.

Section 5. Probation: Unless extended by the Sheriff, not to exceed one (1) year, the probationary period for all full-time employees shall be six (6) months full-time service and for part-time employees shall be the later of six (6) months or one thousand forty (1,040) hours paid service. At any time during the extended probationary period the Sheriff may decide to accept the employee as qualified. If an employee is discharged during probation on original appointment, he/she shall not have any rights under the grievance procedure of this Agreement and the discharge shall not be deemed a breach of this Agreement. Employees on probation for promotional appointments shall not be entitled to grieve termination of the promotional appointment.

Section 6. Leaves of Absence: Leaves of absence other than those provided for in this Agreement may be available in accordance with the Civil Service Rules.

Section 7. Discipline: Except as provided in Section 5, Probation, the Employer and/or Sheriff shall not discharge, demote, suspend or issue written reprimand to an employee without just cause. An employee who is discharged, demoted, suspended or receives a written reprimand shall receive written notice of the action, stating the reasons therefore, with a copy to the Association. An employee under investigation for possible disciplinary action may request the presence of an Association representative at any questioning of the employee by the Employer and/or Sheriff.

Written reprimands and counselings which are to become a part of an employee's personnel file shall be read and acknowledged by signature of the employee, with a copy to be provided to the employee and to the Association at the employee's request. An employee may examine their own personnel file at reasonable times, under the supervision of the Employer and/or Sheriff.

Section 8. Promotions: Employees upon promotion to higher classification shall have the option at any time during the probationary period to accept voluntary demotion to the position from which promoted provided that the position is not filled by a permanent appointment. At the option of the Employer, the employee accepting a voluntary demotion may be returned to a different position in the same classification.

Section 9. Parenting Leave: Upon sixty (60) days' advance written request by an employee to the Sheriff, a maximum of six (6) continuous months of unpaid leave of absence shall be granted to care for a newborn infant, whether natural child or adopted. Such leaves shall commence within one (1) year after the birth of the child or custody

date of an adopted child. Such leave shall be available to only one (1) parent of the child. The employee shall have the discretion to determine the length of leave up to the maximum allowed under this section.

**ARTICLE 14  
RENEWAL AND ARBITRATION**

Section 1. This Agreement shall continue in full force and effect from the 1st day of January, 2008 through the 31<sup>st</sup> day of December, 2009 and from year to year thereafter unless either party hereto shall give written notice to the other on or before sixty (60) days prior to the expiration date. During any negotiation period this contract shall continue in effect.

Section 2. The Employer will print the contract for distribution to all present and future employees.

**ST. LOUIS COUNTY BOARD  
OF COMMISSIONERS**

**ST. LOUIS COUNTY SHERIFF'S  
SUPERVISORY ASSOCIATION**

BY: \_\_\_\_\_  
Chairman

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Steven C. Fecker  
County Labor Negotiator

Approved as to form and execution:

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