

AGREEMENT BETWEEN

ST. LOUIS COUNTY

-and-

MINNESOTA PUBLIC EMPLOYEES ASSOCIATION

2017-2019

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AGREEMENT BETWEEN
ST. LOUIS COUNTY
AND
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION

PREAMBLE

The County of St. Louis, Minnesota (hereinafter referred to as the "Employer"), and Minnesota Public Employees Association (hereinafter referred to as the "Union"), 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 Union effective the 1st day of January, 2017.

**ARTICLE 1
RECOGNITION**

Section 1. The Employer recognizes the Union 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 Union 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 Union 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 Union 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 Union 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 Union. If no settlement is reached, the Sheriff shall give the Office's written answer to the Union within ten (10) calendar days following their 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.

Step 3. If the grievance is not settled in Step 2 the Union 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 Union may refer the grievance to arbitration within ten (10) calendar days after the receipt of the County Grievance Board's decision by requesting the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. The parties shall alternately strike names from the panel with the Union 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 Union 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 Union, 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 Union; 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 Union 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 Union representative involved in each Step.

E. Election of Remedies.

In the event more than one procedure is available for resolution of a grievance arising under this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy

may be sought. If as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration pursuant to this Article 3 or another procedure including but not limited to fair employment or veterans preference. If appealed to any procedure other than arbitration pursuant to this Article, the grievance is not subject to the arbitration procedure as provided in this Article 3.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if *Board of Governors* is judicially or legislatively overruled, this paragraph shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE 4 HOLIDAYS

Section 1. All permanent and probationary 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, Veteran's Day (November 11), Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. Provided, however, when New Year's Day, Independence Day, Veteran's 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 per year of employment except that employees hired prior to January 1, 2014 shall have thirty-two (32) hours of personal leave with pay after the first year of employment. 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. Permanent and probationary 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 Employee Relations 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.

Section 5. Upon satisfactory completion of the original probationary period, vacation time accrued shall be available for use by the employee, upon supervisory approval. Eligible employees may receive and use accrued vacation with pay upon completion of their minimum required original probationary period as defined in Article 13, Section 5.

ARTICLE 6 SICK LEAVE

Section 1. Sick leave with pay will be earned by permanent and probationary employees at a rate of two (2.0) hours per pay period for the first twelve (12) months of service and four (4.0) hours per pay period thereafter, except that employees hired prior to January 1, 2014 shall earn sick leave at the rate of five and three-quarters (5.75) hours per pay period after the first twelve (12) months of service. Sick leave is computed on a payroll year basis and sick leave accumulation shall not exceed nineteen hundred (1900) hours (one thousand three hundred fifty (1,350) hours for employees hired January 1, 2014 and after) 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 shall accrue if an employee appears on the payroll as "No Pay" (NP) for twenty (20) or more hours during a pay period, except as otherwise required by military leaves or other leaves by statute.

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, spouse, children, step-children, ward of the employee, or other family members referenced under Minnesota Statute 181.9413, as amended.

(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

At the end of each 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. 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.

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.

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 shall have the option of receiving overtime as time and one-half (1½) compensatory time. Payout of compensatory time for Supervising Deputy Sheriffs is limited to a maximum of 140 compensatory hours per payroll year.

The Jail Administrator class shall have the option of receiving overtime as straight time compensatory time.

Overtime, for hours worked pursuant to a grant or other special program not funded with the County levy dollars, shall be paid in cash at the time and one-half (1½) rate for all classifications in the bargaining unit.

For the purpose of computing employee overtime during the workweek, vacation, personal leave and holidays shall be counted as hours worked. Sick leave and compensatory time off shall not count as hours worked.

All employees who choose to bank compensatory time off shall be permitted to bank such compensatory time off without restriction as to the number of hours banked, but in no case shall accumulated compensatory time exceed the maximum allowable under the Fair Labor Standards Act. Compensatory time off shall be taken at times agreed to by the employee and his/her superior. If an employee is unable to use and take said compensatory time off before the end of the payroll year, the employee shall be paid for said accumulated time in January of the following year in which the compensatory time was earned, except at the employee's option, up to eighty (80) hours of compensatory time may be carried over to the following year. In addition, upon request of the employee, accumulated compensatory time shall be paid off at the end of the pay period nearest to June 15 or November 30, as part of the pay check for that pay period. Alternatively, eligible employees may elect to have the compensatory time payoff directly paid into the employee's deferred compensation account in accordance with the letter of understanding attached to this Agreement as Exhibit D. The Supervising Deputy Sheriff class is limited to a maximum payout of 140 compensatory time hours per payroll

year. All compensatory time payoffs shall be at the pay plan rate in effect during the payroll year in which the compensatory time was earned.

Section 2. On-Call Pay: Assistant Administrators and Deputy Sheriff Lieutenants shall receive compensation when required to be on-call at the rate of \$3.00 per hour, effective December 24, 2016.

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 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 5:00 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 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 permanent and probationary employees to be covered by the St. Louis County Group Health Care Plan. The Employer shall contribute to the premium as follows for full-time employees:

| | |
|--------------------|-------|
| Single Coverage | 100%* |
| Dependent Coverage | 70% |

*See attached Memorandum of Understanding.

[NOTE: The actual descriptions of the Group Health Care Plan benefits are contained in the plan documents and are available in the Human Resources Department.]

Eligibility. Full-time permanent and probationary employees are eligible for group health plan coverage on the first of the month following one (1) full calendar month of employment.

Section 2. Life Insurance. The Employer agrees to pay the full premium for group life insurance for full-time permanent and probationary employees. The amount of group life insurance is equal to the employee's annual salary rounded to the nearest one-thousand dollar increment.

Annual base salary shall be computed on January 1 of each year, or for new employees, on their date of hire.

Eligibility. Full-time permanent and probationary employees become eligible for life insurance on the first of the month following six full calendar months of employment.

Section 3. Dental Insurance. The Employer will pay for the full cost of the premium for single dental coverage for all full-time permanent and probationary employees. The maximum benefit is \$1,500 per year.

Eligibility. Full-time permanent and probationary employees become eligible for dental coverage on the first of the month following six full calendar months of employment.

Section 3(a). Long Term Disability Insurance. The Employer shall provide and pay seventy percent (70%) of the monthly premium for a policy of long term disability insurance coverage in accordance with the St. Louis County Long Term Disability Coverage Plan for those employees eligible for and electing to enroll in the Plan. Premium cost shall be added to the employee's W-2.

Eligibility. Full-time permanent and probationary employees are eligible for long term disability insurance coverage on the first of the month following one (1) full calendar month of employment. Part-time permanent and probationary employees are eligible for long term disability insurance coverage on the first of the month following one full calendar month of employment provided that part-time employees occupy a position with a minimum of a .5 FTE in the first payroll year of employment. Thereafter, eligibility for part-time employees requires an average of at least 18.75 hours worked per week in the preceding payroll year.

Section 4. Claims Against Employer. Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility for benefits shall be governed by the terms of the insurance plan and not by this Agreement. The Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by the insurance plan administrator, except in case of error by the Employer in reporting information to the administrator.

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

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 and A1 shall be paid to all employees effective December 24, 2016 (2.0% increase). The biweekly and hourly rates shown on the pay plan attached hereto as Exhibit B shall be paid to all employees during the 2018 payroll year effective December 23, 2017(2.5% increase). The biweekly and hourly rates shown in the pay plan attached hereto as Exhibit C shall be paid to all employees during the 2019 payroll year effective December 22, 2018(2.5% increase). Wage adjustments will be applied for the full pay period covered by the first biweekly paycheck of the new payroll year or on the specific effective date reflected above. Employees who have resigned or have been involuntarily

separated are not eligible to receive retroactive pay increases. No lower or higher rates shall be paid during the life of this Agreement 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.

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 and Performance: Upon receiving a work performance rating of competent for the preceding year, an employee shall receive an increase in pay equal to one (1) pay step, after the 8th, 12th, 16th, 20th, and 24th consecutive years of service without a break in employment. 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-four Dollars (\$54.00) per month for each full month of service for replacement, cleaning and repair of uniforms. In addition, each employee shall receive a voucher in the amount of Seventy Dollars (\$70.00) annually for the purchase of footwear for the employee from an approved St. Louis County vendor pursuant to the County's safety policy. 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.

Section 7. Promotions: The salary of an employee who is promoted to the Supervising Deputy Sheriff, Jail Administrator or Assistant Jail Administrator classification will be

increased to the step in the new grade that is equal to a 3 step increase from the employee's current rate of pay, upon approval of the Sheriff. Employees shall not be placed in a longevity step for which the employee is not eligible.

ARTICLE 11

UNION ACTIVITY, ACCESS TO PREMISES

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

The Union 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. Union 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, or is contrary to a federal or state administrative ruling or is found to be in violation of legislation or administrative regulations, 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

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 has adopted 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, and 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.

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 nineteen hundred (1900) (one thousand one hundred fifty (1,150) for employees hired January 1, 2014 and after), 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, not to exceed 1,900 hours (1,150 hours for employees hired January 1, 2014 and after), 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 11 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

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 Union.

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 Union 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 Union. An employee under investigation for possible disciplinary action may request the presence of a Union 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 Union 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. The employee shall have the discretion to determine the length of leave up to the maximum allowed under this section. Provided, however, when both parents are employees of the County, the leave provided to the combination of both parents shall not exceed the maximum provided 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, 2017 through the 31st day of December, 2019 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**

BY: 
Chairman

BY: 
Auditor

**MINNESOTA PUBLIC
EMPLOYEES ASSOCIATION**

BY: 
President

Approved as to form and execution:


County Attorney

EXHIBIT A**PLAN
TS1****ST. LOUIS COUNTY - SHERIFF SUPERVISORY UNIT
COMPENSATION SCHEDULE****EFFECTIVE DECEMBER 24, 2016****ASSISTANT ADMINISTRATOR - OPERATIONS**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 53,893 | 56,056 | 60,902 | 63,190 | 64,230 | 65,250 | 67,808 | 70,491 | 73,216 | 76,086 |
| Monthly | 4491 | 4671 | 5075 | 5266 | 5353 | 5437 | 5651 | 5874 | 6101 | 6341 |
| Biweekly | 2072.80 | 2156.00 | 2342.40 | 2430.40 | 2470.40 | 2509.60 | 2608.00 | 2711.20 | 2816.00 | 2926.40 |
| Hourly | 25.91 | 26.95 | 29.28 | 30.38 | 30.88 | 31.37 | 32.60 | 33.89 | 35.20 | 36.58 |

ASSISTANT ADMINISTRATOR - SECURITY

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 53,893 | 56,056 | 60,902 | 63,190 | 64,230 | 65,250 | 67,808 | 70,491 | 73,216 | 76,086 |
| Monthly | 4491 | 4671 | 5075 | 5266 | 5353 | 5437 | 5651 | 5874 | 6101 | 6341 |
| Biweekly | 2072.80 | 2156.00 | 2342.40 | 2430.40 | 2470.40 | 2509.60 | 2608.00 | 2711.20 | 2816.00 | 2926.40 |
| Hourly | 25.91 | 26.95 | 29.28 | 30.38 | 30.88 | 31.37 | 32.60 | 33.89 | 35.20 | 36.58 |

DEPUTY SHERIFF LIEUTENANT (+4% Market Adjustment)**(24 HOUR DUTY PAY INCLUDED)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 59,575 | 61,976 | 67,276 | 69,806 | 70,996 | 72,143 | 75,020 | 77,962 | 80,990 | 84,105 |
| Monthly | 4965 | 5165 | 5606 | 5817 | 5916 | 6012 | 6252 | 6497 | 6749 | 7009 |
| Biweekly | 2291.33 | 2383.68 | 2587.52 | 2684.86 | 2730.62 | 2774.72 | 2885.38 | 2998.53 | 3115.01 | 3234.82 |
| Hourly | 28.64 | 29.80 | 32.34 | 33.56 | 34.13 | 34.68 | 36.07 | 37.48 | 38.94 | 40.44 |

SUPERVISING DEPUTY SHERIFF (+4% Market Adjustment)**(24 HOUR DUTY PAY INCLUDED)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 66,627 | 69,201 | 74,739 | 77,551 | 79,216 | 80,687 | 83,997 | 87,393 | 90,963 | 94,618 |
| Monthly | 5552 | 5767 | 6228 | 6463 | 6601 | 6724 | 7000 | 7283 | 7580 | 7885 |
| Biweekly | 2562.56 | 2661.57 | 2874.56 | 2982.72 | 3046.78 | 3103.36 | 3230.66 | 3361.28 | 3498.56 | 3639.17 |
| Hourly | 32.03 | 33.27 | 35.93 | 37.28 | 38.08 | 38.79 | 40.38 | 42.02 | 43.73 | 45.49 |

JAIL CORRECTIONS ADMINISTRATOR

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 65,250 | 67,808 | 73,133 | 75,920 | 77,522 | 79,206 | 82,410 | 85,758 | 89,170 | 92,747 |
| Monthly | 5437 | 5651 | 6094 | 6327 | 6460 | 6601 | 6867 | 7147 | 7431 | 7729 |
| Biweekly | 2509.60 | 2608.00 | 2812.80 | 2920.00 | 2981.60 | 3046.40 | 3169.60 | 3298.40 | 3429.60 | 3567.20 |
| Hourly | 31.37 | 32.60 | 35.16 | 36.50 | 37.27 | 38.08 | 39.62 | 41.23 | 42.87 | 44.59 |

EXHIBIT A-1PLAN
TS1

ST. LOUIS COUNTY - SHERIFF SUPERVISORY UNIT
2017 COMPENSATION SCHEDULE
REFLECTS 2.0% INCREASE
EFFECTIVE DECEMBER 24, 2016

ASSISTANT ADMINISTRATOR - OPERATIONS

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 54,971 | 57,177 | 62,120 | 64,454 | 65,515 | 66,555 | 69,164 | 71,901 | 74,680 | 77,608 |
| Monthly | 4581 | 4765 | 5177 | 5371 | 5460 | 5546 | 5764 | 5992 | 6223 | 6467 |
| Biweekly | 2114.26 | 2199.12 | 2389.25 | 2479.01 | 2519.81 | 2559.79 | 2660.16 | 2765.42 | 2872.32 | 2984.93 |
| Hourly | 26.43 | 27.49 | 29.87 | 30.99 | 31.50 | 32.00 | 33.25 | 34.57 | 35.90 | 37.31 |

ASSISTANT ADMINISTRATOR - SECURITY

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 54,971 | 57,177 | 62,120 | 64,454 | 65,515 | 66,555 | 69,164 | 71,901 | 74,680 | 77,608 |
| Monthly | 4581 | 4765 | 5177 | 5371 | 5460 | 5546 | 5764 | 5992 | 6223 | 6467 |
| Biweekly | 2114.26 | 2199.12 | 2389.25 | 2479.01 | 2519.81 | 2559.79 | 2660.16 | 2765.42 | 2872.32 | 2984.93 |
| Hourly | 26.43 | 27.49 | 29.87 | 30.99 | 31.50 | 32.00 | 33.25 | 34.57 | 35.90 | 37.31 |

DEPUTY SHERIFF LIEUTENANT (+4% Market Adjustment)**(24 HOUR DUTY PAY INCLUDED)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 60,766 | 63,215 | 68,621 | 71,203 | 72,416 | 73,586 | 76,520 | 79,521 | 82,610 | 85,787 |
| Monthly | 5064 | 5268 | 5718 | 5934 | 6035 | 6132 | 6377 | 6627 | 6884 | 7149 |
| Biweekly | 2337.15 | 2431.35 | 2639.27 | 2738.56 | 2785.24 | 2830.21 | 2943.08 | 3058.50 | 3177.31 | 3299.51 |
| Hourly | 29.21 | 30.39 | 32.99 | 34.23 | 34.82 | 35.38 | 36.79 | 38.23 | 39.72 | 41.24 |

SUPERVISING DEPUTY SHERIFF (+4% Market Adjustment)**(24 HOUR DUTY PAY INCLUDED)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 67,959 | 70,585 | 76,233 | 79,102 | 80,801 | 82,301 | 85,677 | 89,141 | 92,782 | 96,511 |
| Monthly | 5663 | 5882 | 6353 | 6592 | 6733 | 6858 | 7140 | 7428 | 7732 | 8043 |
| Biweekly | 2613.81 | 2714.80 | 2932.05 | 3042.37 | 3107.72 | 3165.43 | 3295.27 | 3428.51 | 3568.53 | 3711.95 |
| Hourly | 32.67 | 33.93 | 36.65 | 38.03 | 38.85 | 39.57 | 41.19 | 42.86 | 44.61 | 46.40 |

JAIL CORRECTIONS ADMINISTRATOR

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 66,555 | 69,164 | 74,595 | 77,438 | 79,072 | 80,791 | 84,058 | 87,474 | 90,953 | 94,602 |
| Monthly | 5546 | 5764 | 6216 | 6453 | 6589 | 6733 | 7005 | 7289 | 7579 | 7884 |
| Biweekly | 2559.79 | 2660.16 | 2869.06 | 2978.40 | 3041.23 | 3107.33 | 3232.99 | 3364.37 | 3498.19 | 3638.54 |
| Hourly | 32.00 | 33.25 | 35.86 | 37.23 | 38.02 | 38.84 | 40.41 | 42.05 | 43.73 | 45.48 |

EXHIBIT B**PLAN
TS1**

**ST. LOUIS COUNTY - SHERIFF SUPERVISORY UNIT
2018 COMPENSATION SCHEDULE
REFLECTS 2.5% INCREASE
EFFECTIVE DECEMBER 23, 2017**

ASSISTANT ADMINISTRATOR - OPERATIONS

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 56,345 | 58,607 | 63,673 | 66,066 | 67,153 | 68,218 | 70,893 | 73,699 | 76,547 | 79,548 |
| Monthly | 4695 | 4884 | 5306 | 5505 | 5596 | 5685 | 5908 | 6142 | 6379 | 6629 |
| Biweekly | 2167.11 | 2254.10 | 2448.98 | 2540.98 | 2582.80 | 2623.79 | 2726.66 | 2834.56 | 2944.13 | 3059.55 |
| Hourly | 27.09 | 28.18 | 30.61 | 31.76 | 32.29 | 32.80 | 34.08 | 35.43 | 36.80 | 38.24 |

ASSISTANT ADMINISTRATOR - SECURITY

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 56,345 | 58,607 | 63,673 | 66,066 | 67,153 | 68,218 | 70,893 | 73,699 | 76,547 | 79,548 |
| Monthly | 4695 | 4884 | 5306 | 5505 | 5596 | 5685 | 5908 | 6142 | 6379 | 6629 |
| Biweekly | 2167.11 | 2254.10 | 2448.98 | 2540.98 | 2582.80 | 2623.79 | 2726.66 | 2834.56 | 2944.13 | 3059.55 |
| Hourly | 27.09 | 28.18 | 30.61 | 31.76 | 32.29 | 32.80 | 34.08 | 35.43 | 36.80 | 38.24 |

DEPUTY SHERIFF LIEUTENANT**(24 HOUR DUTY PAY INCLUDED)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 62,285 | 64,796 | 70,337 | 72,983 | 74,227 | 75,425 | 78,433 | 81,509 | 84,675 | 87,932 |
| Monthly | 5190 | 5400 | 5861 | 6082 | 6186 | 6285 | 6536 | 6792 | 7056 | 7328 |
| Biweekly | 2395.58 | 2492.14 | 2705.25 | 2807.03 | 2854.87 | 2900.97 | 3016.66 | 3134.96 | 3256.74 | 3382.00 |
| Hourly | 29.94 | 31.15 | 33.82 | 35.09 | 35.69 | 36.26 | 37.71 | 39.19 | 40.71 | 42.28 |

SUPERVISING DEPUTY SHERIFF**(24 HOUR DUTY PAY INCLUDED)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 69,658 | 72,349 | 78,139 | 81,079 | 82,821 | 84,359 | 87,819 | 91,370 | 95,101 | 98,924 |
| Monthly | 5805 | 6029 | 6512 | 6757 | 6902 | 7030 | 7318 | 7614 | 7925 | 8244 |
| Biweekly | 2679.16 | 2782.67 | 3005.35 | 3118.43 | 3185.41 | 3244.56 | 3377.65 | 3514.22 | 3657.74 | 3804.75 |
| Hourly | 33.49 | 34.78 | 37.57 | 38.98 | 39.82 | 40.56 | 42.22 | 43.93 | 45.72 | 47.56 |

JAIL CORRECTIONS ADMINISTRATOR

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 68,218 | 70,893 | 76,460 | 79,374 | 81,049 | 82,810 | 86,159 | 89,660 | 93,227 | 96,967 |
| Monthly | 5685 | 5908 | 6372 | 6615 | 6754 | 6901 | 7180 | 7472 | 7769 | 8081 |
| Biweekly | 2623.79 | 2726.66 | 2940.78 | 3052.86 | 3117.26 | 3185.01 | 3313.82 | 3448.48 | 3585.65 | 3729.51 |
| Hourly | 32.80 | 34.08 | 36.76 | 38.16 | 38.97 | 39.81 | 41.42 | 43.11 | 44.82 | 46.62 |

EXHIBIT CPLAN
TS1

ST. LOUIS COUNTY - SHERIFF SUPERVISORY UNIT
2019 COMPENSATION SCHEDULE
REFLECTS 2.5% INCREASE
EFFECTIVE DECEMBER 22, 2018

ASSISTANT ADMINISTRATOR - OPERATIONS

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 57,754 | 60,072 | 65,265 | 67,717 | 68,832 | 69,924 | 72,666 | 75,541 | 78,461 | 81,537 |
| Monthly | 4813 | 5006 | 5439 | 5643 | 5736 | 5827 | 6055 | 6295 | 6538 | 6795 |
| Biweekly | 2221.29 | 2310.45 | 2510.20 | 2604.51 | 2647.37 | 2689.38 | 2794.83 | 2905.42 | 3017.73 | 3136.04 |
| Hourly | 27.77 | 28.88 | 31.38 | 32.56 | 33.09 | 33.62 | 34.94 | 36.32 | 37.72 | 39.20 |

ASSISTANT ADMINISTRATOR - SECURITY

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 57,754 | 60,072 | 65,265 | 67,717 | 68,832 | 69,924 | 72,666 | 75,541 | 78,461 | 81,537 |
| Monthly | 4813 | 5006 | 5439 | 5643 | 5736 | 5827 | 6055 | 6295 | 6538 | 6795 |
| Biweekly | 2221.29 | 2310.45 | 2510.20 | 2604.51 | 2647.37 | 2689.38 | 2794.83 | 2905.42 | 3017.73 | 3136.04 |
| Hourly | 27.77 | 28.88 | 31.38 | 32.56 | 33.09 | 33.62 | 34.94 | 36.32 | 37.72 | 39.20 |

DEPUTY SHERIFF LIEUTENANT**(24 HOUR DUTY PAY INCLUDED)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 63,842 | 66,415 | 72,095 | 74,807 | 76,082 | 77,311 | 80,394 | 83,547 | 86,792 | 90,130 |
| Monthly | 5320 | 5535 | 6008 | 6234 | 6340 | 6443 | 6700 | 6962 | 7233 | 7511 |
| Biweekly | 2455.47 | 2554.44 | 2772.88 | 2877.20 | 2926.24 | 2973.49 | 3092.08 | 3213.34 | 3338.16 | 3466.55 |
| Hourly | 30.69 | 31.93 | 34.66 | 35.97 | 36.58 | 37.17 | 38.65 | 40.17 | 41.73 | 43.33 |

SUPERVISING DEPUTY SHERIFF**(24 HOUR DUTY PAY INCLUDED)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 71,400 | 74,158 | 80,093 | 83,106 | 84,891 | 86,468 | 90,014 | 93,654 | 97,479 | 101,397 |
| Monthly | 5950 | 6180 | 6674 | 6926 | 7074 | 7206 | 7501 | 7804 | 8123 | 8450 |
| Biweekly | 2746.14 | 2852.24 | 3080.49 | 3196.39 | 3265.05 | 3325.68 | 3462.09 | 3602.07 | 3749.19 | 3899.87 |
| Hourly | 34.33 | 35.65 | 38.51 | 39.95 | 40.81 | 41.57 | 43.28 | 45.03 | 46.86 | 48.75 |

JAIL CORRECTIONS ADMINISTRATOR


| | <u>Step 1</u> | <u>Step 2</u> | <u>Step3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step L1</u> | <u>Step L2</u> | <u>Step L3</u> | <u>Step L4</u> | <u>Step L5</u> |
|----------|---------------|---------------|--------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
| Annually | 69,924 | 72,666 | 78,372 | 81,359 | 83,075 | 84,881 | 88,313 | 91,902 | 95,557 | 99,391 |
| Monthly | 5827 | 6055 | 6531 | 6780 | 6923 | 7073 | 7359 | 7658 | 7963 | 8283 |
| Biweekly | 2689.38 | 2794.83 | 3014.30 | 3129.18 | 3195.19 | 3264.64 | 3396.66 | 3534.69 | 3675.29 | 3822.75 |
| Hourly | 33.62 | 34.94 | 37.68 | 39.11 | 39.94 | 40.81 | 42.46 | 44.18 | 45.94 | 47.78 |

EXHIBIT D

SELF-INSURED MEDICAL PLAN FUNDING

During each Plan year that St. Louis County is self-insured for medical coverage, and establishes a funding level for the following Plan year, the Union agrees that covered Plan subscribers will be responsible for funding the first twenty (20) percent of the County Board-approved increase plus an additional amount representing the subscribers contribution for elected coverage - using the applicable 20/80 or 30/70 family premium split model.

Each Plan subscriber's monthly contribution toward the increased premium, commencing as of January 1 of the new Plan year, shall be computed as follows: the projected total active employee revenue increase for the Plan year times twenty (20) percent, divided by the number of active employee contracts as of October of the preceding year, divided by twelve (12)¹. Each Plan subscriber shall pay this amount monthly and shall also pay the subscriber's monthly contribution for elected coverage - using the applicable 20/80 or 30/70 family premium split model, and the Plan subscriber's monthly contribution toward the increased funding level as established for prior Plan years that this Memorandum of Understanding has been in effect, as shown in the example set forth on the attached sheet.

ST. LOUIS COUNTY
BOARD OF COMMISSIONERS
By: 
Its: Chairman, St. Louis County Board
of Commissioners

Dated: 12/19/17

MINNESOTA PUBLIC
EMPLOYEES ASSOCIATION.

By: 
Its: Vice President

By: _____
Its: _____

Dated: _____

¹ Notwithstanding the formula in the preceding sentence the monthly plan subscriber payment shall be \$52.72 beginning January 1, 2017; \$62.72 beginning January 1, 2018; and \$72.72 beginning January 1, 2019. The Employer shall not be responsible for paying the balance of the monthly payment calculated pursuant to the formula.



EXHIBIT E

Saint Louis County

100 North Fifth Avenue West, Room 202 • Duluth, MN 55802-1287
Phone: (218) 726-2450 • Fax: (218) 726-2469 • www.stlouiscountymn.gov

September __, 2017

Mr. Joseph Ditsch
Fowler Ditsch
3252 Rice Street
Little Canada, MN 55126

RE: Sheriff's Supervisory Union
Deferred Compensation Account Payments

Dear Mr. Ditsch:

This letter will confirm the agreement between St. Louis County and the Minnesota Public Employees Association on behalf of the St. Louis County Sheriff's Supervisory Union regarding payouts of compensatory time under Article 8, Section 1, and back pay being paid into an employee's deferred compensation account.

Non-probationary active employees have the option, exercisable by completing and returning to the County Auditor's Office, within the time limits prescribed by the County Auditor's Office, a deferred compensation authorization form, to have any portion of the employee's back pay, or the amount of the employee's compensatory time payout pursuant to Article 8, Section 1, directly paid into the employee's deferred compensation account. The employee must have enrolled in a deferred compensation account prior to the payout, in accordance with the requirements of the County Auditor's Office. The payment will be in addition to any amount which the employee has previously designated to be paid out of the employee's regular wages into the employee's deferred compensation account, subject to the statutory maximum contribution. Employees who have left employment with St. Louis County are not eligible for this optional payment into the deferred compensation account, subject to the statutory maximum contribution. Employees who have left employment with St. Louis County are not eligible for this optional payment into the deferred compensation account. Wage garnishments, wage withholding orders, and other legally binding deductions take precedent over the terms of this letter of understanding. All terms of this letter of understanding are subject to the requirements and restrictions of the St. Louis County Auditor's Office, as may be in effect from time to time.



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

*Adopted on: December 19, 2017 Resolution No. 17-759
Offered by Commissioner: Nelson*

Deputy Sheriff Supervisory Unit: 2017 – 2019

RESOLVED, That the 2017-2019 Deputy Sheriff Supervisory Unit contract is ratified and county officials are authorized to execute the Collective Bargaining Unit Agreement, a copy of which is on file in County Board File No. 60738.

Commissioner Nelson moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Boyle, Olson, Rukavina, Stauber, Nelson, Jugovich and Chair Jewell – 7
Nays – None

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

I, DONALD DICKLICH, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 19th day of December, A.D. 2017, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 19th day of December, A.D., 2017.

DONALD DICKLICH, COUNTY AUDITOR

By 
Deputy Auditor/Clerk of the County Board