

AGREEMENT

BETWEEN

COUNTY OF ST. LOUIS

AND

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

2017-2019

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ARTICLE 1 - PURPOSE OF AGREEMENT

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

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

ARTICLE 2 - RECOGNITION

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

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

Section 3. The Employer agrees to designate jointly an exclusive representative of its position, which representative shall have authority, subject to ratification, to negotiate for the Employer and informally receive communication from the Union during the term of this Agreement, and neither the Employer nor the representative shall enter into any agreement or bargain, collectively or individually, with any member of said Union which in any way conflicts with the provisions of this Agreement.

ARTICLE 3 - DEFINITIONS

"Union" means Law Enforcement Labor Services, Inc.

"Employee" means a member of the Bargaining Unit.

"Employer" means the County of St. Louis.

"County" means St. Louis County.

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

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

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

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

ARTICLE 4 - EMPLOYER AUTHORITY

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

ARTICLE 5 - WAGES

Section 1. The biweekly and hourly rates shown in the pay plan attached hereto as Exhibit A1, A2 and A3 shall be paid to all employees effective December 24, 2016. The biweekly and hourly rates shown on the pay plan attached hereto as Exhibit B shall be paid to all employees effective December 23, 2017. The biweekly and hourly rates shown on the pay plan attached hereto as Exhibit C shall be paid to all employees effective December 22, 2018.

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

Section 2. Deputies shall receive compensation when required to be in on-call status at the rate of \$3.00 per hour effective December 24, 2016.

Section 3. Longevity. 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 (24 year longevity step eliminated effective 2016) consecutive years of service without a break in employment. All such increases shall be carried in promotion or demotion. Part-time employees working 1,000 hours or more per year for each year of continuous service shall receive a

one step increase after 8, 12, 16, 20 and 24 (24 year longevity step eliminated effective 2016) years of service.

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

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

ARTICLE 6 - OVERTIME

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

Employees shall have the option of receiving overtime as time and one-half (1½) pay or time and one-half (1½) compensatory time, except that overtime requested as compensatory time by the employee for overtime hours worked pursuant to a contract for Sheriff's law enforcement services in a location, as defined in Article 3, in which the employee is not assigned to pursuant to Article 23, or for hours worked pursuant to a grant or other special program not funded with County levy dollars, may be paid at the Employer's discretion as pay or compensatory time. At the end of each payroll year, the employee shall be paid for unused accumulated compensatory time in a separate check no later than January 15 of the year following the year in which the compensatory time was earned, except that at the employee's option, up to forty (40) hours of compensatory time may be carried over to the following year. In no case shall accumulated compensatory time exceed the maximum allowable under the Fair Labor Standards Act. All overtime payoffs shall be paid at the pay plan rate in effect during the payroll year in which the overtime was earned.

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

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

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

Section 5. For the purpose of computing employee overtime during the work week, vacation leave, sick leave, personal leave, and holidays shall be counted as hours worked. [NOTE: The time and one-half premium for emergency callout pursuant to Article 8 shall continue to be payable regardless of whether the employee uses compensatory time during the week.]

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

ARTICLE 7 - SHIFT WORK

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

Section 2. Employees working a regular shift commencing between the hours of 2:00 p.m. and 10:00 p.m. shall, in addition to their monthly pay, receive a shift differential equal to fifty cents (\$.50) per hour effective December 24, 2016 for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 10:00 p.m. and 7:00 a.m. shall, in addition to their monthly pay, receive a shift differential equal to sixty cents (\$.60) per hour effective December 24, 2016 for each hour worked during such a shift. No employee shall receive shift differential for any time for which the employee receives overtime compensation as provided for in Article 6 of this Agreement.

Employees working twelve (12) hour shift schedules will receive no shift differential for the 6:00 a.m. to 6:00 p.m. shift and sixty cents (\$.60) per hour effective December 24, 2016 shift differential for the 6:00 p.m. to 6:00 a.m. shift and the 2:00 p.m. to 2:00 a.m. shift.

ARTICLE 8 - EMERGENCY CALL-OUT

Section 1. An employee who has completed the daily shift and has returned home and is called back to work before the beginning of the next daily shift shall be termed as emergency call-out and shall be paid at a minimum rate of four (4) hours at time and one-half ($1\frac{1}{2}$) the employee's basic hourly rate of pay for each such call back.

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

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

ARTICLE 9 - COURT TIME

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

ARTICLE 10 - UNIFORM ALLOWANCE

All employees, shall receive a uniform allowance as follows: On employment, the department shall furnish all required uniforms and equipment, except footwear; thereafter, each employee shall receive an allowance of Fifty Dollars (\$50.00) per month (Fifty-four Dollars (\$54.00) effective January, 2013) for each full month of service for replacement, cleaning and repair of uniforms. In addition, effective January 1, 2013, 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 Employer shall be furnished by the Employer to the employee. On separation from the service, the employee may retain uniform clothing but shall return to the Sheriff all other equipment, badges and insignia. Probationary employees who are not certified and have their employment terminated by St. Louis County Sheriff's Department shall return all Department furnished equipment including uniforms.

ARTICLE 11 - LICENSE FEES, TRAINING

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

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

ARTICLE 12 - HOURS OF WORK

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

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

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

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

ARTICLE 13 - REGULAR WORK WEEK

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

ARTICLE 14 - HOLIDAYS WITH PAY

Section 1. All permanent and probationary employees shall be entitled to ten (10) guaranteed paid holidays per year, as part of their base pay. These holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. Provided, however, when New Year's Day, Independence Day, Veteran's Day and Christmas Day fall on a Saturday, the Friday preceding is the official holiday; if they fall on a Sunday, the Monday following is the official holiday. For employees whose normal work week regularly includes Saturdays and Sundays, holidays shall be considered to be on the day on which the holiday actually falls. An employee shall receive pay for the above-mentioned holidays only if the employee was on the payroll as having worked the last scheduled day before and the first scheduled day after the holiday.

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

Section 3. In addition to the holidays herein granted, each employee shall have sixteen (16) hours of personal leave per year of employment except that employees hired prior to March 1, 2014 shall have thirty-two (32) hours of personal leave per year after the first year of employment. Personal leave may be taken in no less than one (1) hour increments and shall not accumulate from year to year. The Employer shall have the right to determine how many employees shall be entitled to take personal leave on any given day, based upon the public safety, and if more employees seek personal leave on a given day than the Employer determines can be permitted such leave, then such leave shall be granted by the Employer in order of seniority.

ARTICLE 15 - VACATION

Section 1. Permanent and probationary employees shall earn vacation pay in accordance with the following schedule:

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

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

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 (six months or 1000 hours, whichever is later).

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

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

Section 4. Any employee whose service with the Employer is officially terminated shall be paid for the number of hours of accumulated unused vacation leave. In case of death of an employee, any unused vacation accumulation shall be paid upon request, pursuant to statute.

ARTICLE 16 - SICK LEAVE

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

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

No sick leave shall accrue if an employee appears on the payroll as "no pay" (N.P.) for twenty (20) or more hours during a pay period, except as otherwise required for military leaves or other leaves by statute.

Section 2. Sick leave shall be computed on a payroll-year basis and sick leave accumulation shall not exceed one thousand nine hundred (1,900) hours (one thousand three hundred fifty (1,350) hours for employees hired March 1, 2014 and after) as of the end of each payroll year. Sick leave shall be accrued in the pay period in which it is earned and deducted in the pay period in which it is used.

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

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

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

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

Sick leave may be paid, upon approval of the supervisory staff, for absence because of death in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as spouse, parents of spouse, parents, guardian, children, brothers, sisters, wards of the employee, grandparents or grandchildren. An employee may, upon the approval of the Employer, be permitted up to a maximum of ten (10) days sick leave in the event of death in the immediate family, as defined in this subsection and in conformity with Civil Service Rules and Regulations.

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

ARTICLE 17 - SICK LEAVE BANK

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

An employee shall not be eligible to draw from the Sick Leave Bank unless the employee enters into a Sick Leave Bank Reimbursement Agreement, on a form prepared by the Employer, which: (1) acknowledges that the Employer has not agreed, by contract or otherwise, to compensate the employee any amount in excess of the employee's regular wages; (2) requires the employee to reimburse the Sick Leave Bank with sick leave hours for the funds received to the extent specified in the guidelines upon return to work; (3) authorizes and directs the Employer to deduct one hundred percent (100%) of the amount drawn from the Sick Leave Bank from the wage loss proceeds, if any, awarded in a workers' compensation proceeding; and (4) may include any other provision applicable to the individual employee that allows the employer to recover full wage loss payments, equal to any payment from the Sick Leave Bank, if subsequently awarded in a workers' compensation proceeding. Any amount so recovered shall be paid back to the Sick Leave Bank, not to exceed one hundred percent (100%) of the amount paid by the Sick Leave Bank.

Section 2. Effective the beginning of the 2005 payroll year, the Sick Leave Bank balance shall be established at three thousand five hundred (3,500) hours. At the end of each calendar year thereafter, upon the request of the bargaining unit, one (1) day of vacation

will be deducted from the total vacation accumulation of each employee and will be credited to a Deputy Sheriff's Unit Sick Leave Bank. The Sick Leave Bank may receive donations of vacation days only. Donated vacation days shall be deducted from the vacation accumulation of the donating employee and shall be eligible to be used as sick leave by the recipient employee, provided (1) the recipient employee has exhausted all accumulated paid leave; (2) the recipient employee's absence qualifies for sick leave; and (3) the use of bank days is approved by the Committee.

ARTICLE 18 - LEAVES OF ABSENCE

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

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

ARTICLE 19 - HOSPITALIZATION, MEDICAL, DENTAL AND LIFE INSURANCE

Section 1. **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 Employee Relations 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 based on annual base salary, according to the following schedule:

<u>Annual Base Salary</u>	<u>Policy Amount</u>
Up to \$15,000	\$15,000
\$15,000 - \$20,000	\$20,000

\$20,000 - \$25,000	\$25,000
\$25,000 - \$30,000	\$30,000
\$30,000 - \$35,000	\$35,000
\$35,000 - \$40,000	\$40,000
\$40,000 - \$45,000	\$45,000
\$45,000 and over	\$50,000

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

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. Effective March 1, 2014, 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 20 - WORK RELATED INJURIES

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

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

Section 2. While an employee is receiving loss of wage benefits under the 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 Paragraph 1 above and all sick leave, vacation and personal leave benefits. Such payments shall end upon the issuance of a notice of discontinuance of benefits by the Commissioner of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

ARTICLE 21 - SENIORITY

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

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

Section 3. Layoff shall be in orderly fashion in strict accordance with the established seniority roster by classification first, and second by total departmental time in the inverse order of hiring. Rehiring shall be in the inverse order of layoff. Written notice of layoff contemplated shall be served upon the employees, and a copy to the Union, at least ten (10) days, except in case of emergency, prior to such layoff.

ARTICLE 22 - PROBATION

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

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

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

ARTICLE 23 - TRANSFERS

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

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

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

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

Sergeants may be transferred between locations within a Supervisory Duty Station at the discretion of the Sheriff.

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

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

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

ARTICLE 24 - UNION SECURITY, DUES

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

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

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

The Union agrees to hold harmless, indemnify and defend the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of

any action taken or not taken by the Employer under the provisions of Section 2 of this Article.

ARTICLE 25 - UNION MEETINGS

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

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

ARTICLE 26 - GRIEVANCE PROCEDURE

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

Section 1. Within twenty-one (21) calendar days after the first occurrence of the event giving rise to the claimed violation, the employee, the employee's representative, or both, shall submit the grievance in writing to the employee's supervisor, who shall within five (5) calendar days give an answer in writing, provided, however, a grievance arising out of an unpaid disciplinary suspension or discharge shall be initiated at Step 2 within the time limits set forth in this Section 1.

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

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

Section 3. If the grievance is not settled in Step 2, the Union may appeal in writing to the County Grievance Board within ten (10) calendar days after receipt of the written answer of the Sheriff. Within fourteen (14) calendar days of receipt of notice of the Step 3 appeal, the County Grievance Board shall schedule a hearing into the matter. The hearing shall be held within ninety (90) days thereafter. After the close of the hearing, the County Grievance Board shall render its decision no later than fourteen (14) calendar days thereafter.

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

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

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

Section 7. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If the grievance is not appealed within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance on an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended either upon good cause shown or by mutual written agreement between the Employer and the Union representative involved in each step.

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

ARTICLE 27 - COPIES

The Employer shall make available to each present and new employee a copy of this Agreement. An individual employee shall be provided with a printed copy upon request at no charge.

ARTICLE 28 - AMENDMENTS

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

ARTICLE 29 - TERM, RENEWAL AND RENEGOTIATION

This Agreement shall continue in full force and effect from January 1, 2017 through December 31, 2019 and thereafter until modified by the parties. Either party hereto shall give the other written notice sixty (60) days prior to the expiration of this contract of its desire to renegotiate the Agreement. If efforts at negotiation are not successful, matters shall be submitted to mediation or arbitration in the manner provided by the law of the State of Minnesota.

ARTICLE 30 - SAVINGS CLAUSE

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

ARTICLE 31 - RETIREMENT

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

Section 2. The Employer 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 1900 (one thousand one hundred fifty (1150) for employees hired March 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, with Department Head approval, 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 1900 hours (1150 hours for employees whose most recent date of hire is March 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 29 of the 2002-2003 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

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

COUNTY OF ST. LOUIS

By: 
Chairman, St. Louis County
Board of Commissioners

By: 
St. Louis County Auditor

**LAW ENFORCEMENT
LABOR SERVICES, INC.**

By:  - 2/14/17
Its: LELS, B.A.

By: 
Its: President LELS #288

APPROVED AS TO FORM AND EXECUTION:


St. Louis County Attorney

2017-11119

Exhibit A1

PAY PLAN RB-1

ST. LOUIS COUNTY CIVIL SERVICE - DEPUTY SHERIFF'S ASSOCIATION
PAY PLAN

Effective 12/24/2016

Includes 24-hr duty pay

Deputy Sheriff - Grade 20

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	46,592	48,214	52,499	54,226	54,974	57,595	59,717	62,005	64,251
Monthly	3883	4018	4375	4519	4581	4800	4976	5167	5354
Biweekly	1792.00	1854.40	2019.20	2085.60	2114.40	2215.20	2298.80	2384.80	2471.20
Hourly	22.40	23.18	25.24	26.07	26.43	27.69	28.71	29.81	30.89

Deputy Sheriff-Investigator - Grade 22

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	49,920	51,648	56,202	58,053	58,989	62,005	64,251	66,643	69,243
Monthly	4160	4304	4683	4838	4916	5167	5354	5554	5770
Biweekly	1920.00	1986.40	2161.60	2232.80	2288.80	2384.80	2471.20	2583.20	2683.20
Hourly	24.00	24.83	27.02	27.91	28.36	29.81	30.89	32.04	33.29

Deputy Sheriff-Sergeant - Grade 23

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	51,646	53,602	58,053	60,154	61,110	64,251	66,643	69,243	71,664
Monthly	4304	4467	4838	5013	5093	5354	5554	5770	5989
Biweekly	1986.40	2081.60	2232.80	2313.60	2350.40	2471.20	2583.20	2683.20	2784.00
Hourly	24.83	25.77	27.91	28.92	29.38	30.89	32.04	33.29	34.55

Exhibit A2

PAY PLAN RB-1

ST. LOUIS COUNTY CIVIL SERVICE - DEPUTY SHERIFF'S ASSOCIATION

PAY PLAN

REFLECTS 0.5% Salary Increase

Effective 12/24/2016

Includes 24-hr duty pay

Deputy Sheriff - Grade 20

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	46,821	48,464	52,770	54,496	55,245	57,866	60,008	62,317	64,563
Monthly	3902	4039	4397	4541	4604	4824	5001	5193	5380
Biweekly	1800.80	1864.00	2029.60	2096.00	2124.80	2226.40	2308.00	2396.80	2483.20
Hourly	22.51	23.30	25.37	26.20	26.56	27.83	28.85	29.96	31.04

Deputy Sheriff-Investigator - Grade 22

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	50,170	51,896	56,483	58,344	59,280	62,317	64,563	66,976	69,597
Monthly	4181	4325	4708	4862	4940	5193	5380	5581	5800
Biweekly	1929.60	1996.00	2172.80	2244.00	2280.00	2396.80	2483.20	2576.00	2676.80
Hourly	24.12	24.95	27.16	28.05	28.50	29.96	31.04	32.20	33.46

Deputy Sheriff-Sergeant - Grade 23

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	51,896	53,872	58,344	60,445	61,422	64,563	66,976	69,597	72,218
Monthly	4325	4489	4882	5037	5119	5380	5581	5800	6018
Biweekly	1996.00	2072.00	2244.00	2324.80	2362.40	2483.20	2576.00	2676.80	2777.60
Hourly	24.95	25.90	28.05	29.06	29.53	31.04	32.20	33.46	34.72

Exhibit A3

PAY PLAN RB-1

ST. LOUIS COUNTY CIVIL SERVICE - DEPUTY SHERIFF'S ASSOCIATION

2017 PAY PLAN

REFLECTS 2.0% Salary Increase

Effective 12/24/2016

Includes 24-hr duty pay

Deputy Sheriff - Grade 20

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	47,757	49,442	53,830	55,578	56,347	59,051	61,214	63,565	65,853
Monthly	3980	4120	4486	4631	4696	4921	5101	5297	5488
Biweekly	1836.80	1901.60	2070.40	2137.60	2167.20	2271.20	2354.40	2444.80	2532.80
Hourly	22.96	23.77	25.88	26.72	27.09	28.39	29.43	30.56	31.66

Deputy Sheriff-Investigator - Grade 22

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	51,168	52,938	57,818	59,509	60,466	63,565	65,853	68,307	70,990
Monthly	4264	4411	4801	4959	5039	5297	5488	5692	5916
Biweekly	1988.00	2036.00	2216.00	2288.80	2325.60	2444.80	2532.80	2627.20	2730.40
Hourly	24.60	25.45	27.70	28.61	29.07	30.56	31.66	32.84	34.13

Deputy Sheriff-Sergeant - Grade 23

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	52,936	54,954	59,509	61,851	62,650	65,853	68,307	70,990	73,853
Monthly	4411	4579	4959	5138	5221	5488	5692	5916	6138
Biweekly	2036.00	2113.60	2288.80	2371.20	2409.60	2532.80	2627.20	2730.40	2832.80
Hourly	25.45	26.42	28.61	29.64	30.12	31.66	32.84	34.13	35.41

Exhibit B

PAY PLAN RB-1

ST. LOUIS COUNTY CIVIL SERVICE - DEPUTY SHERIFF'S ASSOCIATION

2018 PAY PLAN

REFLECTS 2.5% Salary Increase

Effective 12/23/2017

Includes 24-hr duty pay

Deputy Sheriff - Grade 20

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	48,942	50,669	55,182	58,971	57,762	60,528	62,754	65,146	67,496
Monthly	4079	4222	4599	4748	4813	5044	5229	5429	5625
Biweekly	1882.40	1948.80	2122.40	2191.20	2221.60	2328.00	2413.60	2505.60	2596.00
Hourly	23.53	24.36	26.53	27.39	27.77	29.10	30.17	31.32	32.45

Deputy Sheriff-Investigator - Grade 22

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	52,458	54,267	59,051	61,006	61,984	65,146	67,496	70,013	72,758
Monthly	4371	4522	4921	5084	5165	5429	5625	5834	6063
Biweekly	2017.60	2087.20	2271.20	2346.40	2384.00	2505.60	2596.00	2692.80	2798.40
Hourly	25.22	26.09	28.39	29.33	29.80	31.32	32.45	33.66	34.98

Deputy Sheriff-Sergeant - Grade 23

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	54,267	56,326	61,006	63,190	64,210	67,496	70,013	72,758	75,504
Monthly	4522	4694	5084	5266	5351	5625	5834	6063	6292
Biweekly	2087.20	2166.40	2346.40	2430.40	2469.60	2596.00	2692.80	2798.40	2904.00
Hourly	28.09	27.08	29.33	30.38	30.87	32.45	33.66	34.98	36.30

Exhibit C

PAY PLAN RB-1

ST. LOUIS COUNTY CIVIL SERVICE - DEPUTY SHERIFF'S ASSOCIATION

2019 PAY PLAN

REFLECTS 2.5% Salary Increase

Effective 12/22/2018

Includes 24-hr duty pay

Deputy Sheriff - Grade 20

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	50,170	51,938	56,555	58,388	59,197	62,046	64,314	66,768	69,181
Monthly	4181	4328	4713	4865	4933	5171	5359	5584	5765
Biweekly	1929.60	1997.60	2175.20	2245.60	2278.80	2386.40	2473.60	2568.00	2660.80
Hourly	24.12	24.87	27.19	28.07	28.46	29.83	30.92	32.10	33.26

Deputy Sheriff-Investigator - Grade 22

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	53,768	55,619	60,528	62,525	63,544	66,768	69,181	71,760	74,568
Monthly	4481	4635	5044	5210	5295	5584	5765	5980	6214
Biweekly	2068.00	2139.20	2328.00	2404.80	2444.00	2568.00	2660.80	2760.00	2868.00
Hourly	25.85	26.74	29.10	30.06	30.55	32.10	33.26	34.50	35.85

Deputy Sheriff-Sergeant - Grade 23

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</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>
Annually	55,619	57,741	62,525	64,771	65,811	69,181	71,760	74,568	77,397
Monthly	4635	4812	5210	5398	5484	5765	5980	6214	6450
Biweekly	2139.20	2220.80	2404.80	2491.20	2531.20	2660.80	2760.00	2868.00	2976.80
Hourly	26.74	27.76	30.06	31.14	31.84	33.26	34.50	35.85	37.21

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 the 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 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 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: [Signature]
Its: Chairman, St. Louis County Board
of Commissioners

Dated: 3/21/17

LAW ENFORCEMENT
LABOR SERVICES, INC.

By: [Signature]
Its: CECS, BA

By: [Signature]
Its: President LELS 280

Dated: 2-14-17

[Signature]

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

II St. Louis County Comprehensive Major Medical with \$52.72 Add'l Employee (Example for 2017)

	<u>ER Share</u> <u>Single</u>	<u>ER Share</u> <u>Dep. Cvg.</u>	<u>Total</u> <u>ER Share</u>	<u>EE Share</u> <u>Dep. Cvg.</u>	<u>Add'l</u> <u>EE Share</u>	<u>Total</u> <u>EE Share</u>	<u>EE Share</u> <u>Not Funded</u>	<u>Total Cost of</u> <u>Coverage</u>
Single:	\$705.57	+ \$ 0.00	= \$ 705.57	+ \$ 0.00	+ \$ 52.72	= \$ 52.72	\$ 43.57	\$ 801.86
Family 80/20:	\$705.57	+ \$848.38	= \$1,553.95	+ \$212.09	+ \$ 52.72	= \$264.81	\$ 43.57	\$1,862.33
Family 70/30:	\$705.57	+ \$742.33	= \$1,447.90	+ \$318.14	+ \$ 52.72	= \$370.86	\$ 43.57	\$1,862.33

WORK SCHEDULE AGREEMENT

Between
ST. LOUIS COUNTY SHERIFF
and
LAW ENFORCEMENT LABOR SERVICES (LOCAL #288)
(Deputy Sheriffs' Bargaining Unit)

[Twelve (12) Hour Shift Work]

This AGREEMENT for twelve (12) hour shift work schedules is entered into by and between ST. LOUIS COUNTY, hereinafter referred to as the "Employer", and LAW ENFORCEMENT LABOR SERVICES (LOCAL #288), hereinafter referred to as the "Union".

WHEREAS, the Employer and the Union desire to provide for twelve (12) hour shift work schedules for patrol division staff in the Sheriff's Department, who are covered by the Law Enforcement Labor Services Bargaining Agreement, hereinafter referred to as the "Labor Agreement"; and

WHEREAS, the Fair Labor Standards Act permits law enforcement personnel to work up to one-hundred seventy-one (171) hours over a twenty-eight (28) day period without the Employer incurring overtime expenses; and

WHEREAS, the Employer and Union desire to accomplish twelve (12) hour shift work schedules to more efficiently provide services to the public, with no change to the usual and customary salary and overtime pay expenditures of the St. Louis County Sheriff's Department;

NOW, THEREFORE, the parties do agree that twelve (12) hour shift work schedules may be established as follows:

I. WORK WEEK/WORK DAY

Notwithstanding the provisions of Article 12 – HOURS OF WORK, of the Labor Agreement, the following shall apply to the work schedule for the Sheriff's Department employees covered by this AGREEMENT:

The normal work day shall be defined as a twelve (12) hour shift determined by the official work schedule posted for the employee's work division. The payroll "day" of a shift shall be the day on which the work shift commenced, and shall continue as the same payroll day through the end of the shift. (Ex: All twelve hours worked on a shift that commenced at 1800 hours Friday shall be recorded on the payroll record as Friday "hours worked".)

Day shifts shall commence at 0600 hours, and night shifts shall commence at 1800 hours. Shift commence times may be adjusted by the Employer as required to meet the needs of the Sheriff's Department. Such adjustments shall be made in accordance with Article 12, Section 3 of the Labor Agreement.

The normal work week shall be defined as an average of forty (40) hours (80 hours per pay period) over a schedule cycle of fourteen (14) shifts, with one-hundred sixty-eight (168) hours, within a period of twenty-eight (28) calendar days. The work schedule shall be structured to alternate twelve (12) hour shifts in a rotation of four shifts "on"/four shifts "off".

To achieve the average forty (40) hour work week (80 hour bi-weekly pay period), an individual Payroll Time Bank (PTB) shall be established for each employee. The employee's PTB is an account/record of the cumulative number of "regularly scheduled hours worked" (may include paid leave hours from regular scheduled shifts) that is either less than or more than eighty (80) hours in each bi-weekly pay period. The four-on/four-off schedule configuration results in pay periods of 72 or 96 "regularly scheduled hours worked". The employee's PTB shall be credited with the number of "regularly scheduled hours worked" that are in excess of eighty (80) hours in a pay period, and shall be debited the required number of hours to supplement the employee's "hours worked" in a pay period where actual "hours worked" are less than eighty (80) in a pay period.

An employee's number of scheduled regular work shifts in each schedule cycle shall be adjusted by the Employer as necessary to maintain the optimum hours balance in the Bank. The optimum number of Bank hours is defined as the minimum balance required to sustain eighty (80) regular "hours worked" each pay period. Such adjustments shall include scheduling an additional day "off" (commonly referred to as a "government day") within a three pay period cycle.

Payroll Time Bank hours are only available for operation of the eighty (80) hour bi-weekly payroll adjustments during the payroll year.

II. OVERTIME

Notwithstanding the provisions of Article 6 – OVERTIME, of the Labor Agreement, the following shall apply to the work schedule for the Sheriff's Department employees covered by this AGREEMENT:

Employees shall receive one and one-half (1½) their regular rate for all "hours worked" in excess of the normal work day as defined in Article I of this Agreement, and for actual hours worked on extra shifts the employee volunteers or is assigned to work that are in addition to the posted regularly scheduled shifts described in Article I. All overtime shifts must be approved by a division supervisor.

With prior approval of their supervisor, if two employees agree to substitute for one another during scheduled work hours, the hours worked shall be excluded from the calculation of hours for which the substituting employee would otherwise be entitled to overtime compensation under the FLSA. In terms of overtime compensation, each employee shall be credited as if they worked their own normal work schedule.

III. SHIFT WORK

Notwithstanding the provisions of Article 7 – SHIFT WORK of the Labor Agreement, the following shall apply to the work schedule for the Sheriff's Department employees covered by this AGREEMENT:

Employees who commence working a twelve (12) hour shift between 1400 hours and 1800 hours shall receive a fifty cent (\$.50) per hour premium (shift differential), and employees who commence working a twelve (12) hour shift at 1800 hours shall receive a sixty cent (\$.60) per hour premium, in addition to their regular rate.

IV. HOLIDAYS

Notwithstanding the provisions of Article 14 – HOLIDAYS WITH PAY of the Labor Agreement, the following shall apply to the work schedule for the Sheriff's Department employees covered by this AGREEMENT:

Employees who are scheduled "off" on a Holiday shall receive eight (8) hours of Holiday Pay at their regular rate in addition to the eighty (80) hours regular pay in that pay period.

If an employee works a Holiday shift, the employee will receive one and one-half (1 ½) times their regular rate for each hour actually worked, in addition to the eighty (80) hours regular pay in that pay period. A Holiday shift is one that commences during the calendar day that is designated an official Holiday by the Labor Agreement.

Employees shall receive thirty-two (32) hours (16 hours in first year) of Personal Leave each payroll year.

V. LEAVE TIME

If an employee covered by this AGREEMENT is on approved paid leave on a scheduled day of work, the employee shall use the same number of hours accrued leave as the number of scheduled duty hours absent from work.

VI. CONFLICTS

During the effective dates of this AGREEMENT, all Articles and provisions of the Labor Agreement and Civil Service Rules shall apply that do not conflict with the provisions herein. If a condition covered in the Labor Agreement has not been amended to permit the operation of the twelve (12) hour work shift schedules, the Employer and the Union agree to meet and confer regarding proper settlement of the problem, but such meeting shall not be considered a reopening of the Labor Agreement, and such meeting shall be specifically limited to discussion regarding the terms of this AGREEMENT.

VII. TERMINATION

This AGREEMENT may be terminated by the Employer or by the Union without cause upon thirty (30) days' written notice of intent to terminate made by either party. If either party gives notice to terminate, the terms and conditions of this AGREEMENT shall remain in full force and effect until such time that the parties have successfully negotiated and implemented a new FLSA compliant work schedule. The parties may agree to meet and confer for the purpose of entering into a new agreement; however, such meeting shall not affect the provisions of the Labor Agreement.

VIII. APPLICATION

The provisions of this AGREEMENT shall only apply to employees in the work Division of the Sheriff's Department that have agreed, by a simple majority vote of the affected staff within the Division, that a twelve (12) hour work shift schedule shall be implemented. All employees of the work Division shall work the shift schedule selected by the majority. However, at the Sheriff's discretion, an employee may be granted a work schedule variance if the needs of the Department are met.

Dated this 14th day of February, 2017.

FOR THE UNION

By: [Signature]
LELS Local #288

FOR THE EMPLOYER

By: [Signature]
St. Louis County Board of Commissioners

By: [Signature] 032117
ROSS LITMAN
St. Louis County Sheriff

APPROVED AS TO FORM AND CONTENT

By: [Signature]
County Attorney
2017-1119



*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: March 14, 2017 Resolution No. 17-166
Offered by Commissioner: Rukavina*

Deputy Sheriff's Unit: 2017 - 2019

RESOLVED, That the 2017-2019 Deputy Sheriff's unit contract is ratified and the appropriate county officials are authorized to execute the Collective Bargaining Unit Agreement with Law Enforcement Labor Services, Inc., a copy of which is on file in County Board File No. 60560.

Commissioner Rukavina 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 14th day of March, A.D. 2017, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 14th day of March, A.D., 2017.

DONALD DICKLICH, COUNTY AUDITOR

By 
Deputy Auditor/Clerk of the County Board