

**AGREEMENT**

**between**

**COUNTY OF ST. LOUIS**

**-and-**

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

**and**

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

**MINNESOTA COUNCIL 5**

**2017-2019**

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

This Agreement entered into between the COUNTY OF ST. LOUIS, hereinafter called “Employer” and the ST. LOUIS COUNTY JAIL CORRECTIONS OFFICERS, AFSCME LOCAL 1934 and COMMUNICATION DEPARTMENT ESSENTIAL EMPLOYEES, AFSCME LOCAL 66, both of which are affiliated with AFSCME COUNCIL NO. 5, hereinafter collectively called “Union” has as its intent and purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and to establish certain hours, wages, and other conditions of employment and to establish procedures for the resolution of disputes concerning the interpretation or application of this Agreement.

## **ARTICLE 2 - RECOGNITION**

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

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

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

## **ARTICLE 3 - DEFINITIONS**

“Union” means collectively St. Louis County Jail Corrections Officers, AFSCME Local 1934 and Communications Department Essential Employees, AFSCME Local 66.

“Employee” means a member of the Bargaining Unit.

“Employer” means the County of St. Louis.

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

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

“County” means St. Louis County.

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

“Transfer” means change of location.

“Days” unless otherwise indicated, means calendar days.

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

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

#### **ARTICLE 4 - EMPLOYER RIGHTS**

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

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

Section 1. The bi-weekly and hourly wage rates annexed hereto as Exhibit “A” shall be paid to all employees within this jurisdiction effective retroactive to December 24, 2016 (2.0% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit “B” shall be paid to all employees within this jurisdiction effective December 23, 2017 (2.5% increase). The bi-weekly and hourly wage rates annexed hereto as Exhibit “C” shall be paid to all employees within this jurisdiction effective December 22, 2018 (2.5% increase). If wage adjustments are retroactive for the calendar year, this shall mean that the wage adjustment will be applied beginning with the full pay period covered by the first bi-weekly paycheck of the new contract year. Employees who have resigned or have been involuntarily separated are not eligible to receive retroactive pay increases. No lower or higher rates of pay shall be paid unless previously negotiated between the Employer and the Union. When a new classification is created, the rate of pay for such new classification shall be negotiated between the Employer and the Union.

Section 2. The official payroll year shall be defined as commencing with the beginning of the pay period covered by the first bi-weekly paycheck of the new calendar year.

Vacation and sick leave hours accrued will be stated on each paycheck, current to within one pay period. The end of the payroll year shall apply to administration of the maximum sick leave accruals, waivers from the maximum vacation accrual, as well as to the use of allotted personal leave days, as specified in other provisions of this agreement.

Section 3. Longevity. 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 8<sup>th</sup>, 12<sup>th</sup>, 16<sup>th</sup>, 20<sup>th</sup>, and 24<sup>th</sup> consecutive years of service without a break in employment. All such increases shall be carried in promotion or demotion. Hourly employees working one thousand (1,000) hours or more per year for each year of continuous service shall receive a one (1) step increase after eight (8), twelve (12), sixteen (16), twenty (20) and twenty-four (24) years of service.

## **ARTICLE 6 - OVERTIME**

Section 1. For employees covered by a Special Schedule Agreement, overtime shall be as set forth in the Special Schedule Agreement. For employees not covered by a Special Schedule Agreement, overtime shall be paid for hours worked (a) in excess of eight (8) per day, or (b) for hours worked on a scheduled day off, or (c) for hours worked in excess of forty (40) per week. (Special schedules for Corrections employees involve some weeks with more than forty (40) scheduled hours but average forty (40) hours per week over the cycle of the schedule.)

Employees shall have the option of receiving overtime as time and one-half pay or time and one-half compensatory time. For employees in the classifications of Emergency Communication Specialist and Lead Emergency Communication Specialist, hired after July 1, 2013, an employee may receive up to one hundred forty-four (144) hours of compensatory time during the payroll year, after which all overtime shall be compensated in cash. For employees in the classifications of Deputy Sheriff-Corrections Officer and Deputy Sheriff Sergeant-Corrections Officer, hired after July 1, 2013, an employee may earn up to eighty (80) hours of compensatory time during a pay period, after which all overtime shall be compensated in cash. If an employee is unable to use and take accumulated compensatory time off before the end of the payroll year, the employee shall automatically be paid for said accumulated compensatory time in a separate check no later than January 15 of the year following the year in which the compensatory time was earned. Alternatively, eligible employees may elect to have the compensatory time pay off directly paid into the employee's deferred compensation account in accordance with the Letter of Understanding attached to this Agreement as Exhibit E. Provided, however, at the employee's option, up to forty (40) hours of compensatory time may be carried over to the following year. In no case shall accumulated compensatory time exceed the maximum allowable under the Fair Labor Standards Act. All overtime payoffs shall be paid at the pay plan rate in effect during the payroll year in which the overtime was earned.

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

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

Section 4. Overtime shall be kept in one-quarter ( $\frac{1}{4}$ ) hour segments and rounded off to the nearest one-quarter ( $\frac{1}{4}$ ) 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, personal leave, and holidays shall be counted as hours worked. Sick leave and compensatory time off shall not be counted as hours worked.

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

## **ARTICLE 7 - SHIFT WORK**

Section 1. Employees may be required to work shifts or schedules. However, at no time shall split shifts or work be scheduled on a four (4) hour on and four (4) hour off basis, or such similar configuration. Except in cases of emergency or overtime assignment, employees shall normally be scheduled for not less than seven and one-half ( $7\frac{1}{2}$ ) hours between shifts.

Section 2. For employees covered by a Special Schedule Agreement, shift differential shall be as set forth in the Special Schedule Agreement. For employees not covered by a Special Schedule Agreement, employees working a regular shift commencing between the hours of 2:00 p.m. and 10:00 p.m. shall, in addition to their monthly pay, receive a shift differential equal to forty-five cents (\$.45) effective December 13, 2014 and fifty cents (\$.50) effective December 26, 2015 per hour for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 10:00 p.m. and 7:00 a.m. shall, in addition to their monthly pay, receive a shift differential equal to fifty-five cents (\$.55) effective December 13, 2014 and sixty cents (\$.60) effective December 26, 2015 per hour for each hour worked during such a shift. Employees who have resigned or have been involuntarily separated are not eligible to receive retroactive shift differential increase.

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

Section 1. An employee who has completed the daily shift and have returned home and is called back to work before the beginning of the next daily shift shall be termed as emergency call-out and shall be paid at a minimum rate of three (3) hours at time and one-half (1½) the employee's basic hourly rate of pay for each such call back, unless said emergency call-out is considered overtime pursuant to Article 6 herein, in which case the employee shall be paid at a minimum rate of four (4) hours at time and one-half (1½) the employee's basic hourly rate of pay.

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

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

#### **ARTICLE 9 - COURT TIME**

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

#### **ARTICLE 10 - UNIFORM ALLOWANCE**

Employees in the classifications of Deputy Sheriff-Corrections Officer and Deputy Sheriff Sergeant-Corrections Officer shall receive a uniform allowance as follows: On employment, the department shall furnish all required uniforms and equipment, except footwear; thereafter, each employee shall receive an allowance of Fifty-four and 00/100 Dollars (\$54.00) per month for each full month of service for replacement, cleaning and repair of uniforms. New uniforms required due to change in design initiated by the Employer shall be furnished by the Employer to the employee. On separation from the service, the employee may retain uniform clothing but shall return to the Sheriff all other equipment, badges and insignia.

Probationary employees who are not certified and have their employment terminated by St. Louis County shall return all department furnished equipment including uniforms.

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

Section 1. The Employer shall pay all license fees required of the employee to maintain the employee's job.

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

## **ARTICLE 12 - FIELD TRAINING OFFICERS**

Section 1. Deputy Sheriff-Corrections Officers, Deputy Sheriff Sergeant-Corrections Officers, Emergency Communications Specialists and Lead Emergency Communications Specialists working as Field Training Officers shall receive an additional Three Dollars (\$3.00) per hour for each hour they work as a Field Training Officer and are actually in the presence of a trainee.

## **ARTICLE 13 - HOURS OF WORK**

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

Section 2. The basic work week in the St. Louis County Sheriff's Department is an average forty (40) hours. The basic work week in the St. Louis County Communications Department is forty (40) hours. The annual work year is two thousand eighty (2080) hours.

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

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

Section 5.

a. Duluth Jail: Employees shall be entitled to thirty (30) minutes of assigned break time per shift, which may be in two (2) segments. Employees who are required by the

Employer to work through all or part of the break time shall be paid double time for the break time missed. It shall be the Employee's responsibility to notify the shift commander at least two (2) hours before the end of their shift if they have not been able to take their break or they shall not receive the double time pay.

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

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

c. Communications Department: All employees shall receive a total of thirty (30) minutes of paid break time per shift. Those breaks shall be arranged so that the employee may leave the area of the communications console. Those employees working a shift of eight (8) hours or more may receive one-half (½) hour lunch periods, which the Employer may direct to be taken at the communications console. A supervisor shall give reasonable consideration to a request to accommodate a brief break away from the console when, in the supervisor's discretion, circumstances permit, provided the employee returns to the console without delay.

#### **ARTICLE 14 - REGULAR WORK WEEK**

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

#### **ARTICLE 15 - HOLIDAYS WITH PAY**

Section 1. All permanent and probationary employees shall be entitled to ten (10) guaranteed paid holidays per year, as part of their base pay (eight (8) hours straight time pay per holiday). These holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, Friday after Thanksgiving and Christmas Day. Provided, however, when New Year's Day, Independence Day, Veterans Day and Christmas Day fall on a Saturday, the Friday preceding is the official holiday; if they fall on a Sunday, the Monday following is the official holiday. For employees whose normal work week regularly includes Saturdays and Sundays, holidays shall be considered to be on the day on which the holiday actually falls. An employee shall receive pay for the above-mentioned holidays only if the employee were shown on the payroll as having worked the last scheduled day before and the first scheduled day after the holiday. For Communications

Department employees, the Friday After Thanksgiving holiday shall be replaced with a Christmas Eve 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 (1½) the regular rate in addition to their regular pay. Employees shall be paid two and one-half (2½) times their regular rate for all hours worked over the regularly scheduled workday on a holiday.

### **ARTICLE 16 - PERSONAL LEAVE**

Section 1. Each permanent and probationary employee shall have sixteen (16) hours of personal leave per year of employment, except that employees hired prior to July 1, 2013 shall have thirty-two (32) hours of personal leave per year after the first year of employment. Personal leave may be taken in either multiples of one-half hour or full days and shall not accumulate from year to year. The Employer shall have the right to determine how many employees shall be entitled to take personal leave on any given day, based upon the public safety, and if more employees seek personal leave on a given day than the Employer determines can be permitted such leave, then such leave shall be granted by the Employer in order of seniority. Provided, however, once an employee has been granted personal leave on a given day, the Employer shall not be required to grant a personal leave request of a more senior employee for the same day(s).

Section 2. Eligible part-time employees shall receive prorated personal leave in accordance with Article 23 - Prorated Benefits.

### **ARTICLE 17 - 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	2.1
Commencing 2 through 3 years	4.0
Commencing 4 through 5 years	5.6
Commencing 6 through 10 years	6.9
Commencing 11 through 15 years	7.7
Commencing 16 through 20 years	8.3
Commencing 21 through 24 years	8.8
25+ years	9.6

Vacation for part-time employees shall be pro-rated based on hours paid, during the pay period, as a percentage of full-time (80 hours per pay period).

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

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

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

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

#### **ARTICLE 18 - 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 months	2.10
Commencing 13 months	4.30
Commencing 25 months (for employees hired prior to July 1, 2013 only)	5.60

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 by statute for military leaves. Sick leave for part-time employees shall be pro-rated based on hours paid, during the pay period, as a percentage of full-time (80 hours per pay period).

Section 2. Sick leave accumulation shall not exceed one thousand nine hundred (1,900) hours (one thousand three hundred fifty (1,350) hours for employees hired July 1, 2013 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 for absence due to an illness of the employee's child or minor ward for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness pursuant to this Article. "Child" means an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school.

Sick leave may be paid, upon approval of the supervisory staff, for absence due to illness in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be defined as parents, step-parents, or spouse of the employee, and 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, or step-family members. An employee may, upon the approval of his/her Department Head, be permitted up to a maximum of ten (10) working days sick leave in the event of death in the immediate family, as defined in this subsection and in conformity with Civil Service Rules and Regulations.

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

## **ARTICLE 19 - SICK LEAVE BANK**

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

Section 2. An employee shall not be eligible to draw from the Sick Leave Bank unless the employee enters into a Sick Leave Bank Reimbursement Agreement, on a form prepared by the Employer, which: (1) acknowledges that the Employer has not agreed, by contract or otherwise, to compensate the employee any amount in excess of the employee's regular wages; (2) requires the employee to reimburse the Sick Leave Bank 100% of the funds received; (3) authorizes and directs the Employer to deduct the amount drawn from the Sick Leave Bank from the wage loss proceeds, if any, awarded in a workers' compensation proceeding or from any other funds designated in the executed Sick Leave Bank Reimbursement Agreement; and (4) includes any other provisions applicable to the individual employee's specific request.

### **ARTICLE 20 - LEAVES OF ABSENCE**

Section 1. Military Leave: Employees shall be entitled to military leave of absence 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.

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

### **ARTICLE 21 - HOSPITALIZATION, MEDICAL AND DENTAL 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%

The Employer shall contribute to the premium for part-time employees pursuant to Section 6 of this Article.

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. 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. Dental Insurance. The Employer will pay for the full cost of the premium for single group dental coverage for all full-time permanent and probationary employees and also contribute to the premium for part-time permanent and probationary employees pursuant to Section 6 of this Article. 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 (6) full calendar months of employment. Part-time permanent and probationary employees become eligible on the first of the month following the completion of 1,000 hours.

Section 3. Life Insurance. The Employer agrees to pay the full premium for group life insurance for full-time permanent and probationary employees and also contribute to the premium for part-time permanent and probationary employees pursuant to Section 6 of this Article. 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 the completion of six full calendar months of employment. Part-time permanent and probationary employees become eligible on the first of the month following the completion of 1,000 hours.

Section 3(a). Long Term Disability Insurance. Effective July 1, 2013, 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 working a minimum of 18.75 hours per week are eligible for group health plan coverage on the first day of the next calendar month of employment after completing 489 hours of service.

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 (1) employee receiving all of the benefit and the other none; or (b) the two (2) employees splitting the benefit equally.

Section 6. Prorated Employer Contribution for Eligible Part-Time Employees. All newly-appointed eligible part-time employees (new County employees, full-time employees moving to part-time status, and part-time employees changing positions) will receive a prorated Employer contribution to the premiums for health, dental and life coverage based on the full-time equivalent of the position to which they are appointed.

Thereafter, the proration amount for the following insurance year will be recalculated at the end of each payroll year. The proration amount will be equal to the percentage of the employee's full time equivalent - based on the actual hours in payroll status during the previous payroll year. For this purpose, "payroll status" includes regular hours worked, the straight time equivalent of overtime hours worked, and any paid leave time.

## **ARTICLE 22 - WORK RELATED INJURIES**

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

employee is determined, under Workers Compensation Laws, to be temporarily totally disabled, but not to exceed six months from the date of injury.

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

Section 2. While an employee is receiving loss of wage benefits under the Worker's Compensation Act (temporary total or temporary partial disability benefits), the Employer shall continue to pay the Employer's share of hospitalization-medical insurance premiums for both single and family dependent premiums, together with the premiums on the employee's life insurance, and such payments shall continue even though the employee has exhausted the benefits provided in Paragraph 1 above and all sick leave, vacation and personal leave benefits. Such payments shall end upon the issuance of a notice of discontinuance of benefits by the Commissioner of the Department of Labor and Industry or upon the employee being declared permanently totally disabled.

### **ARTICLE 23 - PRORATED BENEFITS**

A permanent or probationary employee hired or placed into a part-time position after ratification of the 1996-97 contract will receive prorated holidays, personal leave, vacation, and sick leave under this Agreement. After completion of one thousand (1,000) hours paid at straight time, the proration of benefits will be determined in the following manner: In the first incomplete calendar year, the one thousand (1,000) hours will be divided by the number of pay periods to determine the average hours per pay period. The average hours per pay period will be divided by eighty (80) to determine the percentage of proration for the remaining months of the calendar year. In the first complete calendar year, the number of straight time hours paid will be divided by the number of pay periods worked in the preceding year to determine the average number of hours paid per pay period. The average number of hours paid per pay period will be divided by eighty (80) to determine the percentage of proration. Annually, thereafter, straight time hours paid in the preceding year will be used to determine the percentage of proration. An employee hired prior to ratification of the 1996-1997 contract will continue to be subject to the eligibility requirements previously in effect, including the one thousand (1,000) hour rule so long as the employee remains in a full-time position or in the part-time position the employee occupied at the time of ratification of the 1996-1997 agreement.

### **ARTICLE 24 - PROBATION, SENIORITY**

Section 1. In the St. Louis County Sheriff's Department, seniority shall be determined by the employee's length of continuous service within the St. Louis County Sheriff's Department. In the St. Louis County Communications Department, seniority shall be

determined with reference to the seniority list attached to the February 24, 1988 letter of agreement as Exhibit A and thereafter based on continuous service within the St. Louis County Communications Department. Additional seniority rosters will be maintained on the basis of time in grade.

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

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

Section 4. The probation period for all new and promotional employees hired shall be six (6) months for full-time employees and the later of six (6) months or one thousand (1,000) hours paid service for part-time employees, unless extended by the Department Head, not to exceed one (1) year. Anytime during the extended probation period a Department Head may decide to accept the employee as qualified. During the initial probationary period the Employer shall have the unqualified right to discharge an employee and the employee shall not have recourse to the grievance procedure nor shall the Employer's action be deemed to be a breach of this Agreement for any purpose whatsoever.

## **ARTICLE 25 - TRANSFERS**

### Section 1.

Subp. a. When a vacancy arises in the St. Louis County Jail facilities due to death, retirement, removal or increase of force, any individual of the same rank may apply for a transfer from his present location and the most senior applicant with regard to time in rank, shall be transferred. It is agreed and understood that the Department Head shall have discretion with regard to work assignments within each duty station. If there are no applicants for transfer and the Department Head does not fill the vacancy from the employment list, then the least senior, qualified employee shall be transferred. No compensation shall be paid for such transfer. It shall be the duty of the Sheriff to notify each unit employee in writing of any such open position not less than fifteen (15) nor more than sixty (60) days prior to filling such opening.

Subp. b. Notice of a vacancy in the Communications Department will be posted on bulletin boards at the Communications Department's work site at least five (5) days prior to closing of applications for such vacancy. Employees in the department and in the same classification may request consideration for the vacancy by submitting a memorandum to the Human Resources Department within the stated time limit. All employees submitting

such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the appointing authority is still interested in considering additional candidates. The appointing authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

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

Section 3. To meet an emergency situation or for training purposes, the employer may transfer personnel without regard to seniority, but such transfer shall not be for more than ninety (90) days. When transfer is made to meet an emergency situation or for training purposes to a location twenty (20) miles or more from the home of the employee so transferred, he/she shall be compensated for actual expenses to a maximum of thirty and no/100 dollars (\$30.00) per day pursuant to county travel and expense policies, in addition to his/her regular pay.

## **ARTICLE 26 - UNION SECURITY, DUES**

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

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

## **ARTICLE 27 - UNION MEETINGS**

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

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

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

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

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

Section 1. Within twenty-one (21) calendar days after the first occurrence of the event giving rise to the claimed violation, the employee, the employee's representative, or both, shall submit the grievance in writing to the employee's supervisor, who shall within ten (10) calendar days give his/her answer in writing.

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

The Employer and the Union may agree to submit the grievance to voluntary grievance mediation prior to submitting the grievance to Step 3. The agreement to mediate must occur within the time limit for submitting the grievance to Step 3 and the time limit for submitting the grievance to Step 3 shall not be extended in the absence of an agreement to mediate.

Section 3. If the grievance is not settled in Step 2, the Union may appeal in writing to the County Grievance Board within ten (10) calendar days after receipt of the written answer of the Department Head. Within fourteen (14) calendar days of receipt of such written grievance, the County Grievance Board shall schedule a hearing into the matter, after the close of which it shall render its decision no later than fourteen (14) calendar days thereafter.

Section 4. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) calendar days after receipt of the County Grievance Board's decision by requesting the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. The Employer and the Union shall have the right to alternately strike three (3) names from the panel with the party striking the first name to

be determined by a flip of a coin. The remaining arbitrator shall be notified of their selection and requested to set a time and place for the hearing subject to the availability of the Employer and the Union representative.

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

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

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

## **ARTICLE 29 - RETIREMENT**

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

Section 2. The Employer 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 (1150 for employees hired July 1, 2013 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, calculate the lesser of one-half of the employee's accumulated, unused sick leave or the cost of the maximum life insurance benefit available to the employee under the employee's collective bargaining contract, when the life insurance is purchased as paid up life insurance. This amount shall be designated as the "option amount." The employee shall next designate the portion of the option amount which the employee wishes to use to purchase paid up life insurance. From the balance of the option amount, after deduction of the life insurance cost, shall be subtracted an amount equal to any Employer's FICA tax payable on the option amount. The remaining balance of the option amount shall then be paid to the employee as a cash payment, subject to withholding deductions required by law (e.g. employee's FICA, State and Federal income tax, etc.).

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

Adoption of the policy shall not be construed as a waiver of the Employer's position that employer contributions to Post-retirement Health Care Savings Plans are not a mandatory topic of negotiations. The Employer may amend or repeal the policy at any time; provided, however, if the Union objects to the Employer's amendment or repeal, the Union shall be entitled, upon written notice to the Employer, to reinstate the terms of Article 28 of the 2000-2001 collective bargaining agreement in lieu of the Post-Retirement Health Care Savings Plan.

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

### **ARTICLE 30 - SPECIAL SCHEDULE AGREEMENTS**

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

### **ARTICLE 31 - COPIES**

The Employer shall make available to each present and new employee a copy of this Agreement.

### **ARTICLE 32 - AMENDMENTS**

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

### **ARTICLE 33 - SAVINGS CLAUSE**

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

**ARTICLE 34 - TERM, RENEWAL AND RENEGOTIATION**

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

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

**FOR THE EMPLOYER:**

**FOR THE UNION:**

By: \_\_\_\_\_  
Chair of St. Louis County  
Board of Commissioners

By: \_\_\_\_\_  
Field Director  
AFSCME Council 5

By: \_\_\_\_\_  
St. Louis County Auditor

By: \_\_\_\_\_  
President, Local 1934

By: \_\_\_\_\_  
President, Local 66

By: \_\_\_\_\_  
Field Representative

Approved as to form and execution:

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

**PAY PLAN PJ**

**ST. LOUIS COUNTY CIVIL SERVICE - JAIL CORRECTIONS OFFICERS  
2017 PAY PLAN  
REFLECTS 2.0%  
EFFECTIVE DECEMBER 24, 2016**

**Deputy Sheriff - Corrections Officer - Grade P19**

	<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>	<u>Step L5</u>
<b>Annually</b>	43,638	45,282	46,883	48,610	50,357	52,291	54,226	56,347	58,490	60,798
<b>Monthly</b>	3637	3773	3907	4051	4196	4358	4519	4696	4874	5067
<b>Biweekly</b>	1678.40	1741.60	1803.20	1869.60	1936.80	2011.20	2085.60	2167.20	2249.60	2338.40
<b>Hourly</b>	20.98	21.77	22.54	23.37	24.21	25.14	26.07	27.09	28.12	29.23

**Deputy Sheriff Sergeant - Corrections Officer - Grade P21**

	<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>	<u>Step L5</u>
<b>Annually</b>	46,883	48,610	50,357	52,291	54,226	56,347	58,490	60,798	63,128	65,541
<b>Monthly</b>	3907	4051	4196	4358	4519	4696	4874	5067	5261	5462
<b>Biweekly</b>	1803.20	1869.60	1936.80	2011.20	2085.60	2167.20	2249.60	2338.40	2428.00	2520.80
<b>Hourly</b>	22.54	23.37	24.21	25.14	26.07	27.09	28.12	29.23	30.35	31.51

**EXHIBIT A**

**PAY PLAN P2**

**EMERGENCY COMMUNICATIONS SPECIALIST  
2017 PAY PLAN - 40 HOURS/WEEK  
REFLECTS 2.0%  
EFFECTIVE DECEMBER 24, 2016**

**EMERGENCY COMMUNICATIONS SPECIALIST - GRADE P91**

	<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>	<u>Step L5</u>
<b>Annually</b>	41,787	43,347	44,970	46,654	48,381	50,190	52,042	54,038	56,139	58,302
<b>Monthly</b>	3482	3612	3747	3888	4032	4183	4337	4503	4678	4859
<b>Biweekly</b>	1607.20	1667.20	1729.60	1794.40	1860.80	1930.40	2001.60	2078.40	2159.20	2242.40
<b>Hourly</b>	20.09	20.84	21.62	22.43	23.26	24.13	25.02	25.98	26.99	28.03

**LEAD EMERGENCY COMMUNICATIONS SPECIALIST - GRADE P93**

	<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>	<u>Step L5</u>
<b>Annually</b>	44,970	46,654	48,381	50,190	52,042	54,038	56,139	58,302	60,507	62,795
<b>Monthly</b>	3747	3888	4032	4183	4337	4503	4678	4859	5042	5233
<b>Biweekly</b>	1729.60	1794.40	1860.80	1930.40	2001.60	2078.40	2159.20	2242.40	2327.20	2415.20
<b>Hourly</b>	21.62	22.43	23.26	24.13	25.02	25.98	26.99	28.03	29.09	30.19

**EXHIBIT B**

**PAY PLAN PJ**

**ST. LOUIS COUNTY CIVIL SERVICE - JAIL CORRECTIONS OFFICERS**

**2018 PAY PLAN**

**REFLECTS 2.5%**

**EFFECTIVE DECEMBER 23, 2017**

**Deputy Sheriff - Corrections Officer - Grade P19**

	<u>Step</u> <u>1</u>	<u>Step</u> <u>2</u>	<u>Step</u> <u>3</u>	<u>Step</u> <u>4</u>	<u>Step</u> <u>5</u>	<u>Step</u> <u>L1</u>	<u>Step</u> <u>L2</u>	<u>Step</u> <u>L3</u>	<u>Step</u> <u>L4</u>	<u>Step</u> <u>L5</u>
<b>Annually</b>	44,720	46,405	48,048	49,816	51,626	53,602	55,578	57,762	59,946	62,317
<b>Monthly</b>	3727	3867	4004	4151	4302	4467	4631	4813	4995	5193
<b>Biweekly</b>	1720.00	1784.80	1848.00	1916.00	1985.60	2061.60	2137.60	2221.60	2305.60	2396.80
<b>Hourly</b>	21.50	22.31	23.10	23.95	24.82	25.77	26.72	27.77	28.82	29.96

**Deputy Sheriff Sergeant - Corrections Officer - Grade P21**

	<u>Step</u> <u>1</u>	<u>Step</u> <u>2</u>	<u>Step</u> <u>3</u>	<u>Step</u> <u>4</u>	<u>Step</u> <u>5</u>	<u>Step</u> <u>L1</u>	<u>Step</u> <u>L2</u>	<u>Step</u> <u>L3</u>	<u>Step</u> <u>L4</u>	<u>Step</u> <u>L5</u>
<b>Annually</b>	48,048	49,816	51,626	53,602	55,578	57,762	59,946	62,317	64,709	67,184
<b>Monthly</b>	4004	4151	4302	4467	4631	4813	4995	5193	5392	5599
<b>Biweekly</b>	1848.00	1916.00	1985.60	2061.60	2137.60	2221.60	2305.60	2396.80	2488.80	2584.00
<b>Hourly</b>	23.10	23.95	24.82	25.77	26.72	27.77	28.82	29.96	31.11	32.30

**EXHIBIT B**

**PAY PLAN P2**

**EMERGENCY COMMUNICATIONS SPECIALIST  
2018 PAY PLAN - 40 HOURS/WEEK  
REFLECTS 2.5%  
EFFECTIVE DECEMBER 23, 2017**

**EMERGENCY COMMUNICATIONS SPECIALIST - GRADE P91**

	<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>	<u>Step L5</u>
<b>Annually</b>	42,827	44,429	46,093	47,819	49,587	51,438	53,352	55,390	57,533	59,758
<b>Monthly</b>	3569	3702	3841	3985	4132	4287	4446	4616	4794	4980
<b>Biweekly</b>	1647.20	1708.80	1772.80	1839.20	1907.20	1978.40	2052.00	2130.40	2212.80	2298.40
<b>Hourly</b>	20.59	21.36	22.16	22.99	23.84	24.73	25.65	26.63	27.66	28.73

**LEAD EMERGENCY COMMUNICATIONS SPECIALIST - GRADE P93**

	<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>	<u>Step L5</u>
<b>Annually</b>	46,093	47,819	49,587	51,438	53,352	55,390	57,533	59,758	62,026	64,355
<b>Monthly</b>	3841	3985	4132	4287	4446	4616	4794	4980	5169	5363
<b>Biweekly</b>	1772.80	1839.20	1907.20	1978.40	2052.00	2130.40	2212.80	2298.40	2385.60	2475.20
<b>Hourly</b>	22.16	22.99	23.84	24.73	25.65	26.63	27.66	28.73	29.82	30.94

**EXHIBIT C**

**PAY PLAN PJ**

**ST. LOUIS COUNTY CIVIL SERVICE - JAIL CORRECTIONS OFFICERS**

**2019 PAY PLAN**

**REFLECTS 2.5%**

**EFFECTIVE DECEMBER 22, 2018**

**Deputy Sheriff - Corrections Officer - Grade P19**

	<u>Step</u> <u>1</u>	<u>Step</u> <u>2</u>	<u>Step</u> <u>3</u>	<u>Step</u> <u>4</u>	<u>Step</u> <u>5</u>	<u>Step</u> <u>L1</u>	<u>Step</u> <u>L2</u>	<u>Step</u> <u>L3</u>	<u>Step</u> <u>L4</u>	<u>Step</u> <u>L5</u>
<b>Annually</b>	45,843	47,570	49,254	51,064	52,915	54,933	56,971	59,197	61,443	63,877
<b>Monthly</b>	3820	3964	4105	4255	4410	4578	4748	4933	5120	5323
<b>Biweekly</b>	1763.20	1829.60	1894.40	1964.00	2035.20	2112.80	2191.20	2276.80	2363.20	2456.80
<b>Hourly</b>	22.04	22.87	23.68	24.55	25.44	26.41	27.39	28.46	29.54	30.71

**Deputy Sheriff Sergeant - Corrections Officer - Grade P21**

	<u>Step</u> <u>1</u>	<u>Step</u> <u>2</u>	<u>Step</u> <u>3</u>	<u>Step</u> <u>4</u>	<u>Step</u> <u>5</u>	<u>Step</u> <u>L1</u>	<u>Step</u> <u>L2</u>	<u>Step</u> <u>L3</u>	<u>Step</u> <u>L4</u>	<u>Step</u> <u>L5</u>
<b>Annually</b>	49,254	51,064	52,915	54,933	56,971	59,197	61,443	63,877	66,331	68,869
<b>Monthly</b>	4105	4255	4410	4578	4748	4933	5120	5323	5528	5739
<b>Biweekly</b>	1894.40	1964.00	2035.20	2112.80	2191.20	2276.80	2363.20	2456.80	2551.20	2648.80
<b>Hourly</b>	23.68	24.55	25.44	26.41	27.39	28.46	29.54	30.71	31.89	33.11

**EXHIBIT C**

**PAY PLAN P2**

**EMERGENCY COMMUNICATIONS SPECIALIST  
2019 PAY PLAN - 40 HOURS/WEEK  
REFLECTS 2.5%  
EFFECTIVE DECEMBER 22, 2018**

**EMERGENCY COMMUNICATIONS SPECIALIST - GRADE  
P91**

	<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>	<u>Step L5</u>
<b>Annually</b>	43,888	45,531	47,237	49,005	50,835	52,728	54,683	56,784	58,968	61,256
<b>Monthly</b>	3657	3794	3936	4084	4236	4394	4557	4732	4914	5105
<b>Biweekly</b>	1688.00	1751.20	1816.80	1884.80	1955.20	2028.00	2103.20	2184.00	2268.00	2356.00
<b>Hourly</b>	21.10	21.89	22.71	23.56	24.44	25.35	26.29	27.30	28.35	29.45

**LEAD EMERGENCY COMMUNICATIONS SPECIALIST - GRADE P93**

	<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>	<u>Step L5</u>
<b>Annually</b>	47,237	49,005	50,835	52,728	54,683	56,784	58,968	61,256	63,586	65,957
<b>Monthly</b>	3936	4084	4236	4394	4557	4732	4914	5105	5299	5496
<b>Biweekly</b>	1816.80	1884.80	1955.20	2028.00	2103.20	2184.00	2268.00	2356.00	2445.60	2536.80
<b>Hourly</b>	22.71	23.56	24.44	25.35	26.29	27.30	28.35	29.45	30.57	31.71

**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 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)<sup>1</sup>. 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

COUNCIL 5, AFSCME

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

By: \_\_\_\_\_  
Field Director  
AFSCME Council 5

By: \_\_\_\_\_  
President, Local 1934

By: \_\_\_\_\_  
President, Local 66

APPROVED AS TO FORM  
AND EXECUTION

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

By: \_\_\_\_\_  
Business Representative

<sup>1</sup> Notwithstanding the formula established in Exhibit C of the MOA in the current agreement, 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.



# Saint Louis County

100 North 5th Ave. West, Room 202 • Duluth, Minnesota 55802-1287 (218) 726-2450

AFSCME Council 5  
Attn: Mr. Ken Loeffler-Kemp  
211 West Second Street, Suite 205  
Duluth, MN 55802

**Re: *St. Louis County Jail Corrections Officers/Communication Department  
Essential Employees Unit  
Deferred Compensation Account Payments***

Dear Mr. Loeffler-Kemp:

This letter will confirm the agreement between St. Louis County and AFSCME Council 5, Local 1934 and Local 66, on behalf of the St. Louis County Jail Corrections Officers/Communication Department Essential Employees Unit regarding payouts of compensatory time under Article 6, Section 1, 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 the amount of the employee's compensatory time payout pursuant to Article 6, Section 1, directly paid into the employee's deferred compensation account. The employee must have enrolled in the 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. 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.

*An Equal Opportunity Employer*

Our signatures below will indicate agreement to the terms of this Letter of Understanding on behalf of St. Louis County and AFSCME Council 5, Local 1934 and Local 66, respectively.

Yours very truly,

\_\_\_\_\_  
County Board Chair

\_\_\_\_\_  
County Auditor

Accepted on behalf of AFSCME Council 5,  
Local 1934 and Local 66

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form and execution:

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

ADDENDUM 1

WORK SCHEDULE AGREEMENT BETWEEN ST. LOUIS COUNTY  
COMMUNICATIONS DEPARTMENT

and

AFSCME COUNCIL 5

This Agreement, made this 1st day of January, 2004, by and between the COUNTY OF ST. LOUIS, hereinafter referred to as "Employer," and AFSCME COUNCIL 5, hereinafter referred to as "Union."

WITNESSETH

WHEREAS, Article 29 of the Collective Bargaining Agreement between St. Louis County Board of Commissioners and AFSCME Council 5 provides that a special schedule agreement may be negotiated between the Employer and the Union; and

WHEREAS, the Employer and the Director of the St. Louis County Communications Department and the Union desire to change the present eight (8) hour workday shift for Emergency Communications Specialists in the Duluth Communications Center to a ten (10) hour workday shift.

NOW, THEREFORE, it is hereby agreed by and between the Employer and the Union that the workday and workweek schedule for Emergency Communications Specialists in the Duluth Communications Center, as defined in the Corrections Officers/Communications Department Essential Employees Unit Bargaining Agreement, shall be amended as follows:

1. If an employee is scheduled to work on a County recognized holiday, the employee will be paid time and one half (1½) for all hours worked.
2. Emergency Communications Dispatchers may elect once each calendar year to be paid eight hours compensation for each of the ten (10) paid holidays given to County employees. In lieu of eight (8) hours compensation for each of the ten (10) paid holidays given to County employees, Emergency Communications Specialists may elect to be given eighty (80) hours of time-off from work in lieu of pay to be taken throughout the calendar year in the employee's discretion and scheduled in the same manner as the procedure followed by the Department for the scheduling of vacation leave. No more

than twenty-four (24) hours of time off in lieu of holiday pay may be used consecutively for any one leave period from work. Time off in lieu of holiday pay will be given to part-time employees in an amount as provided in Civil Service Rules and by the Corrections Officers/Communications Department Essential Employees Unit Agreement.

3. If an employee terminates County employment after having received time-off in lieu of holiday pay for a holiday which has not yet occurred, the employee will be required to pay back to the County an amount equal to the pay received during the time off.
4. If an employee terminates County employment before taking time off in lieu of pay for a holiday that has already occurred, the employee will be compensated with pay for the holiday.
5. The provisions relating to shift differential pay in Article 7 of the Corrections Officers/Communications Department Essential Employees Unit Bargaining Agreement shall apply. Provided, however, the night shift differential shall be payable for shifts commencing between 8:30 p.m. and 6:30 a.m.
6. An employee shall receive time and one-half overtime pay for hours worked in excess of ten (10) hours in a day or forty (40) hours in a work week.
7. During the effective dates of this Agreement, all Articles and provisions of the Corrections Officers/Communications Department Essential Employees Unit Bargaining Agreement, shall apply. If a condition covered in the Corrections Officers/Communications Department Essential Employees Unit Bargaining Agreement has not been amended to permit the operation of this Work Schedule Agreement, the Employer and Union agree to meet and confer regarding proper settlement of the problem, but such meeting shall not be considered a re-opening of the Contract and such meeting shall be specifically limited to discussions regarding this Work Schedule Agreement.

This Agreement shall be effective on January 1, 2004 and shall continue in full force and effect unless or until terminated by the Employer or the Union, with or without cause, or until such time as both parties mutually agree to enter into a new agreement. Notice of termination shall be in writing and shall be served thirty (30) calendar days in advance to the other party.

Additionally, review by the Union and the Department will occur ninety (90) days after commencement of the schedule to determine its workability and whether it is addressing employee/employer needs.

ST. LOUIS COUNTY

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

By: [Signature]  
Ross Litman  
St. Louis County Sheriff

AFSCME COUNCIL 5

By: [Signature]  
Director, AFSCME Council 5

By: [Signature]  
President, Local 1934

By: [Signature] 11-10-04  
Business Representative

APPROVED AS TO FORM AND EXECUTION:

[Signature]  
County Attorney

**ADDENDUM 4**

**SUPPLEMENTAL LABOR AGREEMENT**

between

**ST. LOUIS COUNTY BOARD OF COMMISSIONERS**

and

**AFSCME COUNCIL 5**

This SUPPLEMENTAL AGREEMENT is entered into between the COUNTY OF ST. LOUIS, Minnesota (hereinafter referred to as the "EMPLOYER") and AFSCME COUNCIL 5 (hereinafter referred to as the "UNION").

The purpose of this SUPPLEMENTAL AGREEMENT is to provide a four (4) day work week schedule for Emergency Communications Specialists in the St. Louis County Communications Department in the Duhuth Communications Center, for which the UNION is the exclusive representative and is intended by the parties to provide increased productivity and a more efficient work force.

**ARTICLE I**

**NORMAL WORK HOURS—WORK DAY—WORK WEEK**

Employees on the four (4) day work week who had previously worked a normal work week of forty (40) hours, five (5) day week will, under this SUPPLEMENTAL AGREEMENT, be assigned on an established work schedule, with normal work days defined as ten (10) hours per day, within a normal work week of forty (40) hours per week. Work schedules shall be established in accordance with Article III of this Agreement and shall include normal work days of ten (10) hours per day. Portions of the normal work day may be scheduled for part-time employees. Part-time employees will be subject to overtime payment for all hours worked over ten (10) hours per day or forty (40) hours per week.

These work schedules shall be in effect for the duration of this SUPPLEMENTAL AGREEMENT.

ARTICLE II  
OVERTIME PAYMENT

Overtime payment shall be paid to all employees scheduled on the four (4) day work week for all hours worked over the normal work day of ten (10) hours or work week of forty hours (40), as defined in Article I of this SUPPLEMENTAL AGREEMENT.

ARTICLE III  
WORK WEEK - DAYS TO BE WORKED

The EMPLOYER shall schedule employees to work any four (4) days within the normal work week defined as 12:01 a.m. Sunday through 12:00 midnight, Saturday. The EMPLOYER shall post monthly work schedules a minimum of fourteen (14) calendar days prior to the effective date.

ARTICLE IV  
CONFLICTS

During the period in which this SUPPLEMENTAL AGREEMENT is in effect, all Articles and provisions of the Corrections Officers/Communications Department Essential Employees Unit Bargaining Agreement not affected by this SUPPLEMENTAL AGREEMENT shall apply, as well as all Civil Service Rules. The EMPLOYER and the UNION agree to meet and negotiate regarding amendment of the conditions established in this SUPPLEMENTAL AGREEMENT.

ARTICLE V  
DURATION

This SUPPLEMENTAL AGREEMENT shall be effective January 1, 2004 and continue through the calendar year, except that the EMPLOYER has the option, upon thirty (30) days advance notice to the UNION, to terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this SUPPLEMENTAL AGREEMENT  
this 10<sup>th</sup> day of January, 2008.

ST. LOUIS COUNTY

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

By: [Signature]  
Kess Litman  
St. Louis County Sheriff

AFSCME COUNCIL 5

By: [Signature]  
Director, AFSCME Council 5

By: [Signature]  
President, Local 1934

By: [Signature] 11-10-05  
Business Representative

APPROVED AS TO FORM AND EXECUTION:

[Signature]  
County Attorney

## **ADDENDUM 5**

### **SUPPLEMENTAL LABOR AGREEMENT**

#### **ST. LOUIS COUNTY BOARD OF COMMISSIONERS AND AFSCME COUNCIL 5 for RANGE LOCK-UP STAFF**

This SUPPLEMENTAL AGREEMENT, for twelve (12) hour work schedules, is entered into by and between the **ST. LOUIS COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the “Employer,” and **AFSCME COUNCIL 5**, hereafter referred to as the “Union.”

WHEREAS, the Employer and Union desire to implement twelve (12) hour shift schedules for Essential employees assigned in the Iron Range Lock-up facilities in Virginia and Hibbing who are covered by the Corrections Officers/Communications Department Unit Bargaining Agreement, hereafter referred to as the “**Agreement**”; and

WHEREAS, the Employer and Union desire to establish twelve (12) hour shift schedules to more efficiently operate the Iron Range Lock-up facilities, with no change to the usual and customary salary and overtime expenditures of the St. Louis County Sheriff’s Department.

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

#### **I. WORK WEEK/WORK DAY**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 12 - HOURS OF WORK, of the Agreement, the following shall apply to the work schedule of Essential employees assigned to the County Lock-up facilities:

The **normal** work day shall be defined as twelve (12) hours. The **normal** work schedule shall consist of a maximum of one hundred seventy-one (171) hours in a twenty-eight (28) day work cycle. The **normal** work year shall have two thousand eighty (2,080) hours.

Day shifts shall commence 6:00 a.m. and night shifts shall commence at 6:00 p.m.

Effective beginning July 1, 2005, the Employer will schedule employees for their work site of preference (Hibbing or Virginia) on a seniority preference basis, approximately

seventy-five percent (75%) of scheduled work shifts, subject to Article 13, Section 3 of the Agreement.

## **II. OVERTIME PAY**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 6 - OVERTIME, of the Agreement, the following shall apply to the work schedule for Essential employees assigned in the Iron Range Lock-up facilities:

All employees shall receive overtime pay at the overtime rate of one and one-half (1½) times their regular rate for hours worked in excess of twelve (12) hours worked in a workday; or, for all hours worked in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day work cycle; or, in excess of two thousand eighty (2,080) hours in the work year; except as provided in Article VI herein.

## **III. SHIFT WORK**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 7 - SHIFT WORK, of the Agreement, the following shall apply to the work schedule for Essential employees assigned in the Iron Range Lock-up facilities:

Employees commencing work on the following scheduled shifts shall receive shift differential pay as indicated:

			<u>2015</u>	<u>2016</u>
1200 hrs	-	2400 hrs	\$.45	\$.50
1800 hrs	-	0600 hrs	\$.55	\$.60
2400 hrs	-	1200 hrs	\$.55	\$.60
0600 hrs	-	1800 hrs	\$.00	\$.00

Employees who have resigned or have been involuntarily separated are not eligible to receive retroactive shift differential increases.

## **IV. HOLIDAYS**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 14 - HOLIDAYS WITH PAY, of the Agreement, the following shall apply to the work schedule for Essential employees assigned in the Iron Range Lock-up facilities:

Employees shall receive eight (8) hours Holiday Pay for official paid holidays defined by the Agreement.

Employees working on an official holiday shall be compensated at one and one-half (1½) times their regular rate for each hour actually worked on the holiday, including briefing time, in addition to the eight (8) hours of Holiday Pay. Employees shall be paid two and one-half (2½) times their regular rate for all hours worked over the regularly scheduled workday on a holiday.

## **V. LEAVE TIME**

If an employee covered by this SUPPLEMENTAL 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 hours of scheduled duty hours absent from work.

## **VI. BRIEFING TIME**

Designated employees shall attend a fifteen (15) minute briefing (Briefing Time) prior to commencing each work shift. Such employees shall receive fifteen (15) minutes straight-time compensation for attendance at Briefing Time. Briefing Time shall count toward the one hundred seventy-one (171) hour and two thousand eighty (2,080) hour thresholds for overtime computations under Article II of this Supplemental Labor Agreement.

Employees on approved leave during a scheduled shift or partial shift are not required to use accrued leave time to cover their absence at Briefing Time.

## **VII. BREAKS**

Breaks shall be governed by Article 13, Sec. 5(b) of the Agreement.

## **VIII. CONFLICTS**

During the effective dates of this SUPPLEMENTAL AGREEMENT, all Articles and provisions of the Agreement and Civil Service Rules and Regulations shall apply that do not conflict with the provisions herein. If a condition covered in the Agreement has not been amended to permit the administration of any provision of the SUPPLEMENTAL AGREEMENT, 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 Agreement, and such meeting shall be specifically limited to discussion regarding the terms of this SUPPLEMENTAL AGREEMENT.

## **IX. TERMINATION**

This Supplemental Agreement may be terminated by the Employer or the Union without cause upon thirty (30) days' written notice of intent to terminate made by either party, in

which case, the eight and one-half (8½) hour work schedule Supplemental Agreement shall become effective for the Essential employees assigned in the Iron Range Lock-up facilities.

**X. DURATION**

This SUPPLEMENTAL AGREEMENT shall continue in full force and effect from the date of implementation, until the parties terminate the SUPPLEMENTAL AGREEMENT in accordance with Article IX of this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

By: \_\_\_\_\_  
Chair of St. Louis County  
Board of Commissioners

By: \_\_\_\_\_  
Field Director  
AFSCME Council 5

By: \_\_\_\_\_  
County Sheriff

By: \_\_\_\_\_  
President, Local 1934

By: \_\_\_\_\_  
County Auditor

By: \_\_\_\_\_  
President, Local 66

By: \_\_\_\_\_  
Field Representative

Approved as to form and execution:

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

## **ADDENDUM 6**

### **SUPPLEMENTAL LABOR AGREEMENT**

#### **ST. LOUIS COUNTY BOARD OF COMMISSIONERS AND**

#### **AFSCME COUNCIL 5**

(St. Louis County Sheriff's Department, Eight and one half (8.5)  
and Nine (9) Hour Work Schedules)

This SUPPLEMENTAL AGREEMENT for eight and one half (8.5) and nine (9) hour work schedules is entered into by and between the **ST. LOUIS COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as "Employer," and **AFSCME COUNCIL 5**, hereinafter referred to as "Union."

WHEREAS, the Employer and Union desire to provide for eight and one half (8.5) and nine (9) hour work schedules for employees of the St. Louis County Sheriff's Department, Jail Division, who are covered by the Corrections Officers/Communications Essential Employees Bargaining Agreement, hereinafter referred to as the "Corrections/Communications Labor Agreement;" and

WHEREAS, the Employer and Union desire to accomplish eight and one half (8.5) and nine (9) hour work schedules to more efficiently provide service to the public, with no change to the usual and customary salary and overtime expenditures of the St. Louis County Sheriff's Department.

NOW, THEREFORE, the parties do agree that work shift schedules of eight and one half (8.5) hours for Correctional Officers and nine (9) hours for Correctional Sergeants may be established as follows:

#### **I. WORK WEEK/WORK DAY**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 13 - HOURS OF WORK, of the Corrections/Communications Labor Agreement, the following shall apply to the work schedule of the Sheriff's Department employees covered by this SUPPLEMENTAL AGREEMENT:

The normal work day shall be defined as either eight and one half (8.5) or nine (9) hour shifts as determined by the official work schedule established for the employee's work division. The **normal** work week shall be determined as an

average of forty (40) hours over the term of a twenty-eight (28) calendar day schedule. To achieve an average of forty (40) hours of work per week, an extra day on will be added each six months as necessary; no schedule shall exceed one hundred seventy-one (171) hours in twenty-eight (28) days.

Day shifts shall commence between 6:00 a.m. and 10:00 a.m., afternoon shift shall commence between 1:00 p.m. and 3:00 p.m. and midnight shift shall commence between 10:00 p.m. and 11:00 p.m.

## **II. OVERTIME PAY**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 6 - OVERTIME, of the Corrections/Communications Labor Agreement relating to overtime compensation, the following shall apply to the Sheriff's Department employees covered by the SUPPLEMENTAL AGREEMENT:

Employees shall receive one and one-half (1½) times their regular rate for all hours worked in excess of their normal work day as defined in Section 1 of this SUPPLEMENTAL AGREEMENT.

## **III. SHIFT WORK**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 7 - SHIFT WORK, of the Corrections/Communications Labor Agreement relating to shift differential pay, the following shall apply to the Sheriff's Department employees covered by this SUPPLEMENTAL AGREEMENT:

Employees working the Midnight Shift shall receive fifty-five cents (\$.55) per hour shift differential effective December 13, 2014 and sixty cents (\$.60) per hour effective December 26, 2015. Employees working the Afternoon Shift shall receive forty-five cents (\$.45) per hour shift differential effective December 13, 2014 and fifty cents (\$.50) per hour effective December 26, 2015.

Employees who have resigned or have been involuntarily separated are not eligible to receive retroactive shift differential increases.

## **IV. HOLIDAYS**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 15 - HOLIDAYS WITH PAY, of the Corrections/Communications Labor Agreement relating to Holiday Pay and Personal Leave, the following shall apply to the Sheriff's Department employees covered by this SUPPLEMENTAL AGREEMENT:

Employees will receive eight (8) hours of regular pay for official paid holidays.

If an employee works on a holiday, the employee will receive one and one-half (1½) times their regular rate for each hour actually worked in addition to eight (8) hours of regular pay. Employees shall be paid two and one-half (2½) times their regular rate for all hours worked over the regularly scheduled work day on a holiday.

## **V. LEAVE TIME**

If an employee covered by this SUPPLEMENTAL AGREEMENTS 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 SUPPLEMENT AGREEMENT, all Articles and provisions of the Corrections/Communications Labor Agreement shall apply that do not conflict with the provisions hereon. If a condition covered in the Corrections/Communications Labor Agreement has not been amended to permit the operation of the eight and one half (8.5) and nine (9) 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 Corrections/Communications Labor Agreement, and such meeting shall be specifically limited to discussion regarding the terms of this SUPPLEMENTAL AGREEMENT.

## **VII. TERMINATION**

This SUPPLEMENTAL AGREEMENT may be terminated by the Employer or the Union without cause upon thirty (30) days' written notice of intent to terminate made by either party. If this SUPPLEMENTAL AGREEMENT is terminated, employees shall revert to the existing schedule worked prior to the implementation of this SUPPLEMENTAL AGREEMENT. The parties may agree to meet and confer for the purpose of entering into a new supplemental agreement; however, such meeting shall not affect or impact the provisions of the Corrections/Communications Labor Agreement.

## **VIII. APPLICATION**

The provisions of this SUPPLEMENTAL AGREEMENT shall only apply to employees in the Jail Division of the Sheriff's Department who have agreed, by a simple majority vote of the affected staff within the Division, that an eight and one half (8.5) and nine (9) 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

By: \_\_\_\_\_  
Chair of St. Louis County  
Board of Commissioners

By: \_\_\_\_\_  
Field Director  
AFSCME Council 5

By: \_\_\_\_\_  
County Sheriff

By: \_\_\_\_\_  
President, Local 1934

By: \_\_\_\_\_  
County Auditor

By: \_\_\_\_\_  
President, Local 66

By: \_\_\_\_\_  
Field Representative

Approved as to form and execution:

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

**ADDENDUM 7**

**12.5 HOUR SHIFT SCHEDULE**

**SUPPLEMENTAL LABOR AGREEMENT**

**ST. LOUIS COUNTY BOARD OF COMMISSIONERS  
AND  
AFSCME COUNCIL 5 for DULUTH CORRECTIONS OFFICERS**

This SUPPLEMENTAL AGREEMENT, for twelve and one half (12.5) hour shift schedules, is entered into by and between the **ST. LOUIS COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the “Employer,” and **AFSCME COUNCIL 5**, hereafter referred to as the “Union.”

WHEREAS, the Employer and Union desire to implement twelve and one half (12.5) hour shift schedules for Corrections Officers and Shift Commanders assigned in the Duluth Jail who are covered by the Corrections Officers/Communications Department Unit Bargaining Agreement, hereafter referred to as the “**Agreement**”; and

WHEREAS, the Employer and Union desire to establish twelve and one half (12.5) hour shift schedules to more efficiently operate the Duluth Jail, with no change to the usual and customary salary and overtime expenditures of the St. Louis County Sheriff’s Office.

NOW, THEREFORE, the parties do agree that twelve and one half (12.5) hour shift schedules may be established as follows:

**1. WORK WEEK/WORK DAY**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 12 - HOURS OF WORK, of the Agreement, the following shall apply to the shift schedule of Corrections Officers and Shift Commanders assigned to the Duluth Jail:

The **normal** work day shall be defined as twelve and one half (12.5) hours. The **normal** work schedule shall consist of a maximum of one hundred seventy-one (171) hours in a twenty-eight (28) day work cycle. The **normal** work year shall have two thousand eighty (2,080) hours.

Employees may bid on a seniority basis for straight day shifts, straight night shifts or power shifts provided the employee retains the necessary knowledge and skills to work all shifts.

**2. OVERTIME PAY**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 6 - OVERTIME, of the Agreement, the following shall apply to the shift schedule for Corrections Officers and Shift Commanders assigned to the Duluth Jail:

All employees shall receive overtime pay at the overtime rate of one and one-half (1½) times their regular rate for hours worked in excess of twelve and one half (12.5) hours worked in a workday; or, for all hours worked in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day work cycle; or, in excess of two thousand eighty (2,080) hours in the work year.

### **3. SHIFT WORK**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 7 - SHIFT WORK, of the Agreement, the following shall apply to the shift schedule for Corrections Officers and Shift Commanders assigned to the Duluth Jail:

Shift differential equal to sixty cents (\$.60) per hour shall be paid for all hours worked from 1800 hours to 0600 hours.

### **4. HOLIDAYS**

NOTWITHSTANDING THE PROVISIONS OF ARTICLE 14 - HOLIDAYS WITH PAY, of the Agreement, the following shall apply to the shift schedule for Corrections Officers and Shift Commanders assigned to the Duluth Jail:

Employees shall receive eight (8) hours Holiday Pay for official paid holidays defined by the Agreement.

Employees working on an official holiday shall be compensated at one and one-half (1½) times their regular rate for each hour actually worked on the holiday, including briefing time, in addition to the eight (8) hours of Holiday Pay. Employees shall be paid two and one-half (2½) times their regular rate for all hours worked over the regularly scheduled workday on a holiday.

### **5. LEAVE TIME**

If an employee covered by this SUPPLEMENTAL 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 hours of scheduled duty hours absent from work.

### **6. BREAKS**

Breaks shall be governed by Article 13, Sec. 5(a) of the Agreement.

**7. CONFLICTS**

During the effective dates of this SUPPLEMENTAL AGREEMENT, all Articles and provisions of the Agreement and Civil Service Rules and Regulations shall apply that do not conflict with the provisions herein. If a condition covered in the Agreement has not been amended to permit the administration of any provision of the SUPPLEMENTAL AGREEMENT, 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 Agreement, and such meeting shall be specifically limited to discussion regarding the terms of this SUPPLEMENTAL AGREEMENT.

**8. DURATION**

This SUPPLEMENTAL AGREEMENT is being entered into on a pilot project basis for a one year trial period set to commence December 23, 2017 and shall continue unless terminated in accord with #9 of this SUPPLEMENTAL AGREEMENT.

**9. TERMINATION**

This Supplemental Agreement may be terminated by the Employer or the Union without cause upon sixty (60) days' written notice of intent to terminate, said termination to be effective December 21, 2018. In which case, the eight and one-half (8½) hour shift schedule Supplemental Agreement shall become effective for the Corrections Officers and Shift Commanders assigned to the Duluth Jail.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

By: \_\_\_\_\_  
Chair of St. Louis County  
Board of Commissioners

By: \_\_\_\_\_  
Field Director  
AFSCME Council 5

By: \_\_\_\_\_  
County Sheriff

By: \_\_\_\_\_  
President, Local 1934

By: \_\_\_\_\_  
County Auditor

By: \_\_\_\_\_  
President, Local 66

Approved as to form and execution:  
\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Field Representative