AGREEMENT

BETWEEN

CHISAGO COUNTY BOARD OF COMMISSIONERS

AND

LAW ENFORCEMENT LABOR SERVICES, INC. (DEPUTY UNIT)

JANUARY 1, 2016 TO DECEMBER 31, 2018

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ARTICLE 1 PREAMBLE AND PURPOSE OF AGREEMENT

Section 1.

This memorandum of understanding, hereinafter referred to as the AGREEMENT, is entered into between the Chisago County Board of Commissioners, hereinafter called the EMPLOYER, and the Law Enforcement Labor Services, Inc., hereinafter called the Union. The intent and purpose of this AGREEMENT is to:

- A. Express, in written form, the complete AGREEMENT between the parties on hours, wages and all other conditions of employment.
- B. Establish orderly procedures for the resolution of disputes.
- C. Specify the full and complete understanding of the parties.
- D. Maintain and improve greater individual productivity and quality of services.
- E. Insure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. The parties recognize that except as expressly provided in this AGREEMENT, nothing is intended to modify any of the authority vested in the Chisago County Sheriff or Chisago County Board of Commissioners.

ARTICLE 2 RECOGNITION

Section 1.

The Employer recognizes the UNION as the exclusive representative for the unit composed of: Division Sergeant, Corporal, Deputy Sheriff and Investigator that are employees of the Chisago County Sheriff's Office.

Section 2.

The UNION recognizes the labor relations representative designated by the Chisago County Board as the exclusive representative of the EMPLOYER and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the witnessed signature of the EMPLOYER'S designated labor relations representative is affixed there on.

Section 3.

The EMPLOYER agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this AGREEMENT either individually or collectively which in any way conflicts with the terms and conditions set forth in this AGREEMENT, except through certified representatives as designated in ARTICLE 3, Section 3.

ARTICLE 3 UNION SECURITY

Section 1.

In recognition of the UNION as the exclusive representative:

- A. The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the EMPLOYER and the UNION; and
- B. The EMPLOYER shall remit such deductions to the appropriate designated office of the UNION with a list of the names of the employees from whose wages deductions were made; and
- C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld.
- D. The UNION may collect "fair share fee" from non-members in the Unit. (This paragraph shall be operational as long as statutes authorize fair share deductions without negotiations. If such statutes are modified the parties shall be under no obligation to provide fair share deductions.)

Section 2.

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of action taken by the EMPLOYER under all provisions of Section 1 of this Article.

Section 3.

The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the EMPLOYER, in writing, of choice and the designation of successors to former stewards. The UNION shall also certify to the EMPLOYER a current list of any non-employee business representative(s) upon execution of this AGREEMENT.

- A. The EMPLOYER agrees to recognize stewards certified by the UNION as provided in this section subject to the following stipulations:
 - 1. There shall be no more than three (3) stewards.
 - 2. The EMPLOYER agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of UNION business with approval of the EMPLOYER and they shall notify the EMPLOYER upon resumption of their work. Interruption of work for UNION business shall be limited to the investigation and presentation of grievances to the EMPLOYER.
- B. Non-employee representatives of the UNION previously certified to the EMPLOYER as provided herein, may, with approval of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of negotiations or investigating or presenting grievances. Approval pursuant to this paragraph shall not be unreasonably withheld. The Union may use the EMPLOYER's premises or facilities for UNION business with prior approval of the EMPLOYER.
- C. The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION election, UNION election returns, UNION appointments to office, and UNION recreational or social affairs and other items specifically approved by the EMPLOYER. No materials of a political or inflammatory nature shall be posted.

Section 4.

There shall be no solicitations or request for support in any form by employees, whether on or off duty, for social events or other reasons, utilizing the relationship with the EMPLOYER expressly or impliedly, except with prior written approval of EMPLOYER which approval may not be unreasonably withheld.

ARTICLE 4 EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY

Section 1.

It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary to operate and direct the affairs of the Chisago County Sheriff's Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities and to perform any inherent managerial function not specifically limited by this Agreement. It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

- a. Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules;
- b. Maintain the efficiency of the government operations; and
- c. Take whatever actions may be necessary to carry out the missions of the County in emergencies.

Section 2.

The EMPLOYER, signatory to this agreement, shall have the right to designate responsibility for EMPLOYER functions required under this AGREEMENT pursuant to applicable statutory provisions, and to designate representatives authorized to act in its behalf with respect to matters arising out of this AGREEMENT.

Section 3.

For the purpose of this agreement, the Board of Commissioners shall be the EMPLOYER. However, the Sheriff shall be responsible for the daily operation of the Department.

ARTICLE 5 NON-DISCRIMINATION

Section 1.

The provision of the AGREEMENT shall be applied equally by the word EMPLOYER and the UNION to all employees without regard to race, color, creed, religion, national origin, sex or marital status.

ARTICLE 6 WORK STOPPAGE LIMITATIONS

Section 1.

Work stoppage is defined as any interruption in the performance of duties by any employee or groups of employees arising from a labor dispute.

Section 2.

Neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, upon notice to the UNION, the UNION shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the violation or application of the specific provisions of this AGREEMENT.

Section 2.

It is specifically understood that any matters governed by statutory provisions, or Sheriff's Department Rules except as expressly provided for in the AGREEMENT, shall not be considered grievances under this AGREEMENT. Normally, new rules or modifications and existing rules will be provided to the UNION at least five days in advance of implementation. In the event that more than one procedure is available for resolution of a dispute arising from any provision covered by this AGREEMENT, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure(s). Multiple grievances are permissible, and the Employer reserves the right to consolidate separate grievances filed by the same employee. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

Section 3.

GRIEVANCE PROCEDURE: Grievances, as herein defined, shall be processed in the following manner:

- Step 1. INFORMAL An employee claiming a violation concerning the application of the express provisions of this AGREEMENT shall:
 - A. Within ten (10) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the UNION representative, to his/her immediate supervisor who is designated by the EMPLOYER.
 - B. The supervisor shall give his/her answer within ten (10) calendar days after such presentation; and
 - C. Thereafter the parties shall have ten (10) calendar days to attempt to resolve the grievance by mutual agreement.

- Step 2. FORMAL - If the grievance is not satisfactorily resolved in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the EMPLOYER or his designated representative within ten (10) calendar days after the designated supervisor's answer as provided for in Section 3, Step 1 - B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the Union steward or representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The EMPLOYER or his designated representative shall discuss the grievance with the employee within ten (10) calendar days after the date presented at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the EMPLOYER or his designated representative, the employee and the UNION representative. If no settlement is reached, the EMPLOYER or his designated representative shall give written answer to the employee and the UNION representative within ten (10) calendar days following their meeting.
- ARBITRATION If the grievance is not settled in accordance with the Step 3. foregoing procedure, the employee and the UNION may refer the grievance to arbitration within fourteen (14) calendar days after the employee and UNION's receipt of the EMPLOYER'S written answer in Step 2. The selection of the arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representatives. The arbitrator shall notify the employee, the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only

the specific issue(s) submitted, in writing, by the EMPLOYER and the employee-UNION, and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely upon the express provisions of this AGREEMENT.

Section 4.

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

Section 5.

An employee presenting a grievance may elect to be represented by the UNION at any step of the grievance procedure.

ARTICLE 8 HOURS OF WORK - PREMIUM PAY

Section 1.

This Article is intended only to define normal work scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of any minimum or maximum number of hours scheduled or worked.

The normal work year to be accounted for by each employee through: hours worked on assigned shifts, holiday, assigned training, and authorized leave time.

Section 2.

Employees in the classifications of sergeant, deputies, and investigators shall be paid overtime at the rate of time and one-half (1 1/2) the employee's regular rate of pay for all authorized hours of work over 171 hours in a 28 day cycle. All authorized hours worked over 160-171 in a 28 day cycle will be paid at straight time.

Section 3.

The assignment of overtime shall be at the discretion of the EMPLOYER and shall be divided as equally as practicable among all employees.

Section 4.

For the purposes of computing overtime, employees scheduled for a normal forty (40) hour work week shall have the work week considered to be a period of seven (7) consecutive days commencing at 12:01 a.m. on Sunday. Overtime will be paid at the rate of time and one-half (1 ½) for all authorized hours worked in excess of 40 hours in the designated seven (7) day work period. For employees covered by any other work schedule designated by the EMPLOYER, overtime shall be earned for all hours worked in excess of one hundred seventy-one (171) hours in a 28 day cycle. All sick leave hours and vacation leave hours and compensatory hours utilized are to be considered hours worked in computing overtime. Employees shall be permitted, with the approval of the Employer, to choose to receive compensatory time off in lieu of overtime pay at the rate of time and one-half (1 1/2) the employee's regular rate of pay.

Section 5.

Call out.

- A. An employee who is called out to duty during their scheduled off-duty time or on a scheduled day off shall receive a minimum of two hours compensation computed at the overtime rate. An extension or early report to a regularly scheduled shift does not qualify the employee for the two hours minimum.
- B. An employee called out for an early report not more than one hour prior to the start of the regular shift shall be compensated at the employee's straight time rate for the time actually worked prior to the start of the regular shift.
- C. An employee called out for an early report more than one hour prior to the start of the regular shift shall be compensated at the employee's overtime rate for the actual time worked prior to the start of the regular shift.

Section 6.

Court time. An employee who is required to appear in court as part of the employee's regular duty assignment during scheduled off duty or during a scheduled day off shall receive a minimum of two hours compensation computed at the employee's overtime rate. An early report to a scheduled shift for a court appearance more than one hour prior to the start of the regular shift shall be compensated at the employee's overtime rate for the actual time worked prior to the start of the regular shift. An extension of a scheduled shift for a court appearance does not qualify the employee for the two hour minimum.

An employee who is scheduled for court shall be notified by no later than close of the business day the day before the court date if court is cancelled. The means of notification shall be via verbally, telephone or pager. If no such notice is given, the employee will receive a \$25.00 payment for such cancellation. This payment will be processed on the overtime payroll check which is normally the first payroll in every month.

Section 7.

Work Shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the EMPLOYER.

Section 8.

Employees shall be required to work overtime or holidays when assigned unless excused by the EMPLOYER.

Section 9.

For the purpose of this Article, overtime shall be defined as one and one-half (1 1/2) the employee's regular rate of pay. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this AGREEMENT, nor shall there be any pyramiding of premium compensation.

Section 10.

All employees covered by Section 7(k) of the FLSA will have the option of determining whether or not the hours worked in excess of 160 hours are to be placed in a comp bank or paid in cash. This determination will be in writing and will be irrevocable. In order to maintain a balanced paycheck in payroll periods, hours will be drawn in the following order for those employees covered by Section 7(k) of the FLSA who have not reached 160 hours in the work period (1) overtime hours accrued in that pay period, (2) comp bank, and (3) vacation leave. Hours maintained in the comp bank will be carried forward from work period to work period subject to cashing out at the time of termination, as subject to the limitations as set forth in Article 15. Comp time bank cannot be used during short payroll periods to preserve overtime hours worked. Such "cashing out of comp time" is prohibited until termination.

Section 11.

The 30, 60 or 90 day work schedule shall be posted one (1) day in advance.

Section 12.

Day Light Savings Time Conversion: In the spring of each calendar year when the clocks are set ahead one hour, those employees affected will lose one hour of pay. The employee may use the employee's comp bank to replace this hour lost, if the employee has sufficient time accrued in the comp bank. In the fall of each calendar year when the clocks are set back one hour, these employees affected, who work the additional hour, will be credited in determining the total hours worked in a 28 day cycle.

Section 13.

Shift Differential. All employees covered under this contract who work between the hours of 5:00 p.m. to 7:00 a.m. shall receive a \$1.00 per hour shift differential.

Section 14.

Any EMPLOYEE who covers a shift outside of their normal scheduled work day shall receive one and one-half (1 ½) the EMPLOYEE'S regular rate of pay for that shift.

Section 15.

Any EMPLOYEE who attends mandatory training outside of their normal scheduled work day shall receive one and one-half (1 ½) the EMPLOYEE'S regular rate of pay for that training.

Section 16.

Any EMPLOYEE working the 5-one 2-off, 2-one 5-off, 12 hour shift work will be eligible to place up to four (4) hours every pay period into a Patrol Shift (PS) bank at regular straight time. Such PS hours must be used by the end of each calendar year and shall not be rolled over into the next calendar year. In the event that such hours are not used, hours remaining in the PS bank will be cashed out.

Section 17.

Internal Affairs Investigator Stipend. If so designated by the County Sheriff, the internal affairs investigator shall receive a stipend of \$260.00 per month, while so assigned.

 A Memorandum of Understanding (MOU) will be entered into for the purposes of agreeing to rate the position of Sergeant assigned to Investigation during the first half of 2013, with specific assessment of duties above and beyond those typical to Sergeant relating to both Investigations and Internal Affairs. Result of the position rating will determine whether stipend is specific to Investigations assignment, Internal Affairs assignment, or both with such determination and designation of stipend codified into this Agreement, retroactive to January 1, 2013.

Section 18.

East Central Violent and Drug Taskforce Commander Stipend. If so designated by the County Sheriff, and while so assigned, any Chisago County Deputy assigned as the East Central Violent and Drug Taskforce Commander shall be considered an Investigator for wage pay purposes. The employee, while so assigned, shall also receive a stipend equivalent to any available grant reimbursement received from the Taskforce designated for use for the Taskforce Commanders salary wages.

Section 19.

Any employee assigned to the investigation unit shall receive 10% above their current rate of pay.

ARTICLE 9 HOLIDAYS

Section 1.

Employees shall be entitled to payment for holidays pursuant to this Article provided they worked their last scheduled day preceding the holiday and their first scheduled day following the holiday.

Section 2.

The following shall be included as paid holidays for employees subject to this AGREEMENT:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Day after Thanksgiving Day
Christmas Day - December 25
One (1) Floating Holiday

Holidays will be paid on the basis of eight and one-half hours per holiday.

Section 3.

When a holiday as designated in this Article falls on a Sunday, the following day (Monday) shall be considered the official holiday for employees or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the official holiday for employees. For the employees on another scheduling system, the holidays shall be deemed to fall on the applicable actual calendar date without reference to Saturday and Sunday adjustments.

Section 4.

Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

Section 5.

All work performed on a holiday shall be paid at time and one-half (1 1/2) at the regular rate of pay, plus holiday pay. On or before November 15th of each year employees shall receive holiday pay as a lump sum payment. To be eligible for this holiday pay employees must be eligible for county sponsored benefits. Eligible part-time employees shall receive holiday pay on a pro-rated basis. Employees who are designated to work a Monday-Friday schedule shall not be eligible for this holiday pay. Investigators shall be eligible for such holiday pay.

Section 6.

A floating holiday shall be a restricted holiday and the employee shall not be permitted to work on such floating holiday. The employee will receive eight and one-half hours pay at his or her regular straight time hourly rate. The floating holiday shall be arranged in a flexible fashion and must be approved by the employee's supervisor. The floating holiday may not be accumulated and must be used or scheduled to be used by December 31. In the event the floating holiday is not used or scheduled to be used by November 1 the floating holiday will be paid on the holiday check on November 15.

ARTICLE 10 VACATIONS

Section 1.

All full time employees shall earn vacation time and shall be paid vacation leave benefits at their current pay rate except that vacation shall not vest and may not be used during the first six months of regular employment except as otherwise provided in the AGREEMENT.

Section 2.

Vacation benefits shall accrue in accordance with the following schedule:

Years of Service	Pay Period	<u>Rate</u>
0-1 year	3.1 hours	10 days
After 1 year	3.7 hours	12 days
After 4 years	4.6 hours	15 days
After 6 years	5.5 hours	18 days
After 10 years	6.5 hours	21 days
After 14 years	7.4 hours	24 days

Current employees who were accruing vacation under 1989 vacation schedule at a higher rate than set forth in the above schedule shall receive an adjustment in their total number of hours of accrued vacation on or about June 1 and December 1 of each year. This adjustment in accrued vacation hours shall be the equivalent of the difference between the employee's 1989 accrual rate and the employee's accrual rate under the above schedule.

Section 3.

The EMPLOYER and its agents shall make every effort reasonable to grant leave requests to employees, but retain the authority and prerogatives under Article 4, Section 1 of the Agreement. Vacation leave requests will be processed in the following manner. Vacation requests for April through September 30, must be submitted to the employee's supervisor no later than the preceding February 1. Similarly, vacation requests for October through March 31, must be submitted no later than the preceding August 1. These requests will be processed on the basis of seniority. All subsequent vacation leave requests will be processed on a first come first served basis, with seniority being the prevailing factor as to approval. All vacation requests received by the agents of the EMPLOYER must be answered within 14 days of the date of the employee's request. If no answer is received by the employee within the 14 day period, the vacation leave request will be considered approved.

Section 4.

Vacation credit may be accumulated to a maximum of 240 hours.

Section 5.

Vacation leave shall accrue on a bi-weekly basis and computation of eligibility and maximum accumulation shall be on a bi-weekly basis.

Section 6.

Employees may request to cash in their unused vacation up to 60 hours on their performance review anniversary date. In order to qualify for such cash out provision, employees must have, at a minimum 100 hours in their vacation bank at the time of the request. Requests for vacation payout must be made the payroll before the performance review date and no later than the payroll following the performance review date.

ARTICLE 11 SICK LEAVE

Section 1.

Full-time employees shall earn sick leave at the rate of four (4) hours per pay period with unlimited accumulation.

Section 2.

An employee may utilize sick leave allowance on the basis of application therefore approved by the EMPLOYER for absences necessitated by the following:

- A. Inability to perform position duties by reason of illness or injury.
- B. Necessity of acute medical or dental care.
- C. Exposure to contagious disease under circumstances in which attendance on duty would expose other employees or members of the public.
- D. Illness to the immediate family for such period as necessary to procure alternative care, subject to certification by medical authority. The term "immediate family" shall be limited to spouse, children or parent where the parent has no other person available to provide necessary domestic care and who lives in the household of the employee.

Sick leave usage shall be subject to approval and verification by the EMPLOYER and the employee may be required to furnish a report from a recognized physical or mental health authority satisfactory to the EMPLOYER attesting to the necessity of the leave and such other information as the EMPLOYER deems necessary to establish the employee's fitness for employment.

E. **Funeral Leave** - A regular employee shall be allowed five (5) working days with pay for the death of the employee's spouse, parent of the employee, or child of the employee. Three (3) days for the death of a ward, brother, sister, grandchild or grandparents of either the employee or the employee's spouse or death of a spouse's parents. One (1) day sick leave for other relatives not listed above. Upon approval of the Department Head, at the Department Head's discretion, additional leave may be granted for bereavement provided such additional days be deducted from sick leave.

Section 3.

Sick leave benefits shall be paid at the employee's current pay rate.

Section 4.

Upon termination of employment, employees with seven (7) years of employment shall be entitled to seventy-five (75%) percent of accumulated sick leave as set forth in Section 1. The maximum accumulation of sick leave compensated for as severance at termination shall not exceed eight hundred (800) hours at the employee's regular rate of pay.

Section 5.

Sick Leave During Vacation. Should an employee contract any illness or disability during the employee's vacation that requires the attention of a physician, the period of sickness or disability may be charged as a sick leave and the charge against vacation reduced accordingly, provided the employee furnishes the EMPLOYER with written physician's certification of such claimed sick leave.

ARTICLE 12 REGULAR PART-TIME EMPLOYEE

Section 1.

Regular part-time employee shall be defined as an employee who is employed in a position designated as regular part-time by the County Board who works less than the normal work year but who is regularly scheduled to work twenty (20) or more hours per week.

Section 2.

Part time employees who work an average of twenty hours per week or more for a period of six months shall be eligible to receive pro rated insurance, sick leave, vacation and holiday pay benefits for the entire six month period. (Insurance shall be for the next six month period.)

ARTICLE 13 LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

<u>Section 1.</u> Any employee who by reason of sickness or injury received worker's compensation benefits shall:

A. Transfer the benefits to the EMPLOYER which shall be credited to their sick leave accumulation in proportion to the amount of compensation received and accept sick leave benefits for the sickness or injury, once the sick leave is exhausted, any earned additional differential benefit available from the accumulated vacation leave, or other accumulated leave time may be used, but in either case, the total weekly compensation including leave and worker's compensation benefits shall not exceed the weekly base pay rate of an employee. After accumulated leave is exhausted, the County will pay the difference in Worker's Compensation Benefit and the weekly base pay rate of the employee for a period of up to on year from the date the leave began provided the employee continues to be eligible for and receive weekly workers compensation benefits.

ARTICLE 14 SENIORITY

Section 1.

The EMPLOYER shall establish two (2) seniority lists as of the end of each calendar year. One based on date of hire with Chisago County, the second based on date of entry into each classification (Patrol) covered by this agreement. They will include and rank in order of highest to lowest, all regular employees in bargaining unit which shall:

- A. These lists will be posted in the employee's work area with a copy furnished to each steward and non-employee representative of the Union certified to the employer as provided in the Article herein titled "Union Security." Any employee or the Union shall be obligated to notify the Employer of any error in the seniority lists within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand corrected as posted.
- B. Provide that when an employee takes a non-compensated leave of absence from his employment when is approved by the EMPLOYER under Family and Medical Leave Act or is on layoff status and returns to active employment, having fulfilled all terms and conditions of the leave of absence or layoff as established by the EMPLOYER, such employee shall be entitled to credit for all seniority accrued as of the time the leave or layoff commenced. An employee shall not receive seniority credit for the period of time spent on a disciplinary suspension, unpaid leave of absence that extends beyond time allowed for Family and Medical Leave, or layoff.
- C. Provide that upon promotion or transfer to any position within the Sheriff's Department, seniority in a prior work classification shall be continued for purposes of layoff only.
- D. Provide separate seniority lists for regular part-time employees. Scheduled hours of work accrued as a regular part-time employee will be credited at full-time employment. Two thousand eighty hours of scheduled work will be equivalent to one (1) year full-time employment.

Section 2.

Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of:

- A. Layoff, which shall be in inverse order of seniority within each classification, provided that any employee who is to be laid off and has previously served in a different classification covered by this agreement may request to exercise seniority rights in such classification. Reentry into previous division will be at same level as at departure.
- B. Recall from layoff which shall be in order of seniority within each classification provided that if an employee does not return to work upon recall as directed by the Employer of an extended date mutually acceptable to the employee and EMPLOYER, he shall automatically have terminated his/her employment.
- C. Employees who terminate their employment with the Employer or are on layoff status in excess of two years shall not have any seniority rights under this agreement.

Section 3.

The EMPLOYER shall issue notice of layoff to the last known address of employees as shown by the EMPLOYER'S records to affected permanent employee, in writing, at least five (5) days in advance of the effective date of the layoff and shall issue notice of recall from layoff to affected permanent employee, in writing, at least ten (10) calendar days in advance of the effective date of recall from layoff. It shall be the responsibility of employees on layoff to maintain a current listing of their name, telephone number and mailing address with the County Administrator's Office. If an employee fails to report to work on the date designated by the County for return to work from recall, said employee shall be deemed to have voluntarily quit employment with the County. Notices of recall shall be in writing, certified mail return receipt requested.

Section 4.

Department employees in positions outside of the bargaining unit shall continue to retain bargaining unit seniority and bumping rights to the position last occupied in the bargaining unit in the event of layoff or involuntary removal for reasons other than just cause.

Section 5.

The classification seniority list will be used for the purpose of vacation leave requests. The exception shall be supervisory members of this unit where the date of hire shall be the determining factor for seniority. This is due to multiple or changing division assignments.

ARTICLE 15 SEVERANCE PAY

Section 1.

Severance pay benefits shall be available for any employee who leaves the employment of the department in good standing. In the event of death of an employee, the applicable severance benefit shall be paid to the estate of the employee. The benefit available under this Article shall be based on compensation at the normal rate of pay for the employee for all unpaid accrued vacation up to the limit of vacation accumulation authorized by Article 10 entitled "VACATIONS" and all accrued comp time, up to a maximum of eighty (80) hours.

Section 2.

In those cases in which an employee terminates employment and fails to give required notice of resignation or if the employee is terminated for cause as a result of a finding based on charges pursuant to rules, the right to severance pay shall be reviewed on an individual's basis and discretion of the EMPLOYER.

ARTICLE 16 UTILITY ALLOWANCE

Section 1.

Uniforms shall be provided for all new hires. New hires will not be eligible for uniform allowance until the completion of their probationary period. Uniforms and equipment provided by the EMPLOYER at the time of hire shall be:

- 1. 3 short sleeve shirts
- 2. 3 longs sleeve shirts
- 3. 3 pair of pants
- 4. All patches for shirts
- 5. One inner belt
- 6. One outer belt
- 7. One pair of leather gloves
- 8. One time
- 9. One tie clip
- 10. Two single handcuff cases or one double handcuff case
- 11. Two sets of handcuffs
- 12 One duty holster to match new hires' firearm
- 13. One double magazine holder
- 14. One can of OC spray and holder
- 15. One baton and holder
- 16. One Taser and holder
- 17. One glove case
- 18. One radio holder
- 19. Four belt keepers
- 20. One rain jacket
- 21. One safety jacket
- 22. One wind jacket
- 23. Dress hat and badge
- 24 Two badges
- 25. Body Armor
- 26. Flashlight

Section 2.

All duty gear will be black basket-weave. After completion of the probationary period, EMPLOYER will provide two badges with name. EMPLOYER will provide all office

supplies, and replacement equipment assigned to squad cars (PBT, camera, audio recorder, and flashlights), replacement body armor.

Section 3.

All non-probationary shall be provided up to seven-hundred seventy five dollars (\$775.00) at designated uniform vendors for uniform items. Employees must use a designated uniform vendor to receive the uniform items the county will provide payment to the designated vendor up to the total uniform allowance. If employees purchase items from a non-designated vendor they will be reimbursed for the items with provided receipt of purchase. The EMPLOYEE may be requested by any superior officer (i.e. Sergeant and above) to replace any worn/weathered uniform items. EMPLOYER will replace any uniform equipment damaged (example: ripped pants) during a work shift. The County Sheriff shall designate vendors for purchase of uniforms and equipment.

Section 4.

Effective on the first day of the month following successful completion of field training, probationary employees will receive a monthly pro-rated utility allowance equal to 1/12th the annual allotment, for the remaining months in that calendar year.

Section 5.

Non-probationary employees who voluntarily leave employment in good standing, will receive a pro-rated utility allowance equal to 1/12th the annual allotment, for each of the preceding months in the calendar year they are leaving.

Employer releases all claims to items purchased in advance of the calendar year in which the employee leaves the department.

Items purchased in excess of the monthly pro-rated amount, in the calendar year the employee leaves, will be reimbursed to the Employer by either:

- 1) Returning item(s) to the Employer to equal the amount spent in excess of the monthly pro-rated utility allowance, or
- 2) Reimbursing the Employer the amount spent in excess of the pro-rated utility allowance.
- 3) The Sheriff retains the right to approve purchases made that would be considered excessive (i.e. employee has already purchased 3 guns in 3 years).

ARTICLE 17 INSURANCE

- 17.1 The Employer agrees to provide and pay the premium for the \$20,000 group term life insurance during the term of this Agreement for full-time regular employees and regular part-time employees.
- 17.2 The Employer agrees to provide full-time regular employees and regular part-time employees' access to hospital, medical, major medical and dental coverage, and agrees to pay the total premium for such single coverage for single policy holders and one-half (1/2) of the premium cost for dependents.
- 17.3 The county will contribute 84% of single deductible on the first payroll in January each year of this contract and will be prorated based upon the benefit eligibility date. Example: If you are eligible for benefits on August 1st then the employee would only be eligible for 5/12th of the county contribution (August thru December). Such deposit shall be made the first payroll in January. The county contribution towards the deductible will be prorated based upon the benefit eligibility date of the new employee. Example: If an employee is eligible for benefits on August 1 they would receive 5/12th of the county contribution towards their deductible.
- 17.4 The county will contribute 50% toward the HSA deductible for a family policy deductible on the first payroll in January each year of this contract and will be prorated based upon the benefit eligibility date. Example: If you are eligible for benefits on August 1st then the employee would only be eligible for 5/12th of the county contribution (August thru December).
- 17.5 Married couples who both work for the county will receive a 92% contribution towards the family deductible. The county will pay the monthly premium for such coverage if there are dependent children on the policy. In the event there are no dependent children, married couples will each receive a single medical insurance policy with contributions made by the county at the single deductible rate of 84%. Such deposit shall be made the first payroll in January.
- 17.6 If an employee leaves employment with the County, they will be required to pay back the county paid deductible on a prorated basis. This prevents the employee from getting the upfront money and then quitting. Example: If you resign on July 1 you would have to pay back ½ of the \$2100/\$2500 deductible.
- 17.7 For the years 2016 through 2018, for purposes of budgeting for and funding of insurance increases, the County agrees to cover the first 10% increase in annual health care premium increases for the County's portion of offered health care (Article 17.2). Thereafter, the County and the Union agree to evenly split such health care premium increases above 10% between the County (50%) and the

- employee (50%). The Union shall notify the County prior to the beginning of the annual open enrollment period the distribution of such premium increases among single and family coverage.
- 17.8 Represented employees demonstrating health insurance coverage provided under another qualified medical plan may elect to OPT OUT of health insurance. The County agrees to provide to the employee electing to OPT OUT of health insurance the equivalent of 50% of the premium cost for the BCBS "High Deductible" medical insurance plan (or offered equivalent), subject to applicable taxes and withholdings.

ARTICLE 18 RIGHT TO TRANSFER WITHIN GRADE AND PROCEDURES FOR TRANSFER WITHIN GRADE

Section 1.

The EMPLOYER retains the right to transfer employees to any assignment within grade as required for efficiency of operation of the department.

ARTICLE 19 ELECTION DAYS

<u>Section 1.</u> All employees are entitled to vote in any official general election or at any election to fill a vacancy in the office of representative in Congress and may absent himself from his work for the purpose of voting. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

ARTICLE 20 MILITARY RESERVE TRAINING

<u>Section 1.</u> In accordance with State and Federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

ARTICLE 21 PROBATIONARY PERIOD

Section 1.

All licensed employees shall serve an initial probationary period of one (1) year.

All newly promoted employees shall begin serving a one (1) year probationary period beginning with their promotion date.

The probationary period is for the purposes of enabling the EMPLOYER to determine if an employee has the attributes, attitudes and capabilities of becoming a permanent employee, and a probationary employee may be terminated at the sole discretion of the EMPLOYER during such period. Such termination shall not be subject to the grievance procedure.

The initial one year probationary period may be extended, by mutual agreement of the Employer and the Union, up to ninety (90) days.

ARTICLE 21 DISCIPLINE

Section 1.

The EMPLOYER will discipline employees who have completed the required probationary period only for just cause. A written warning, suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article 8.

Section 2.

Misconduct shall constitute cause for disciplinary action including discharge. Misconduct shall include, but not be limited to theft, intentional or negligent destruction of EMPLOYER property, an assault or threat made against other persons, disobedience of or failure to obey a lawful order, substandard work performance, working under the influence of an intoxicant, commission of a crime, excessive absenteeism or tardiness, abuse of sick leave, violation of Department rules or repetition of lesser offenses. This listing is illustrative only and is not intended to be all inclusive.

Section 3.

Written warnings, notice of suspension or dismissal will be in written form and submitted to the employee either personally or by certified mail.

Section 4.

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 5.

Discharges will be preceded by a five (5) days suspension, without pay.

Section 6.

Advanced written notification shall be given where an employee is questioned regarding an investigation of a matter that may lead to disciplinary action, such questioning will be conducted in a manner not to embarrass the employee before other employees or the public. If in the course of an investigation it is determined that disciplinary action will be taken against an employee, the employee will be given an opportunity to have an Association Steward or representative present before the Employer proceeds further to question the employee regarding the matter. It is the employee's responsibility to request and arrange for Union representation.

Section 7.

A written reprimand, suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article 7 of this agreement. In the alternative, where applicable, an employee may seek redress through a procedure such as Civil Service, Fair Employment or Veterans Preference. Once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf through the grievance procedure of this agreement or another available procedure, the employee's right to pursue redress in an alternative forum or manner is terminated. The aggrieved employee shall indicate in writing which procedure is to be utilized, and shall sign a statement to the effect that the choice of any other hearing procedure precludes the aggrieved employee from making a subsequent appeal through the grievance procedure of this agreement. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

ARTICLE 23 LEAVES OF ABSENCE

Section 1.

Employees may submit a written request for an unpaid leave of absence for the purpose of job-related education, medical, military or maternity. Such requests shall be subject to Board approval and may be granted for a period not to exceed one year.

Section 2.

Court Appearance Leave - Employees may be granted a leave of absence if called to appear as a witness before a court, legislative committee or judicial body in an action by the federal government, the State of Minnesota or one of its political subdivisions. Any witness pay received shall be reported to the EMPLOYER and deducted from the employee's regular pay. If an employee appears and testifies in private litigation that is not job related, leave may be granted without pay based on prior approval of the EMPLOYER.

Section 3.

Jury Duty - If an employee is called to serve on a jury, the employee will receive his/her regular rate of pay, less the per diem received from the court for the time spent in court. Employees are expected to report to work during the time period that they are not required to be in court.

ARTICLE 24 NOTICE OF OPENING

Section 1.

Any full-time position covered by this Agreement when vacant shall be posted for ten (10) calendar days in a prominent place on the bulletin board designated by the Employer prior to permanently filling said position unless there is an active established promotional list.

Vacant positions shall be posted for 10 calendar days in order to establish a promotional candidates list. If a vacancy occurs and there is an established active promotional list the position will be filled from the active list.

ARTICLE 25 PROMOTIONS

Section 1.

The following procedures shall apply with respect to requests for in-grade promotion:

- a. An employee submits a written request stating that based on the outlined criteria in the Department Policy Manual why the employee is requesting the promotion.
- b. Within thirty (30) days of receipt of the written request a meeting will be conducted between the employee and his/her supervisor to discuss the employee's request.
- c. Within fifteen (15) days following the meeting, the employee will receive a written response indicating whether or not he/she will be promoted.
- d. The written response will contain the reasons if the employee is refused a promotion.

ARTICLE 26 PAY PLAN

Section 1.

There will be a 1% cost of living increase beginning 1/1/2016; 1.5% in 1/1 2017 and 1.5% in 1/1/2018 to Appendix A. The monthly pay rates set forth in Appendix A attached hereto and hereby made a part of this contract shall apply during the term of the AGREEMENT, effective with the first full payroll period in 2016 except as otherwise indicated.

Section 2.

Movement to the next higher step on the pay rate schedule shall occur at the beginning of the normal County payroll period date after the applicable date of advancement.

Employees with 10 years or more service with Chisago County will move to the 10 year step of the wage schedules beginning January 1, 2016.

Section 3.

The monthly rates provided in Appendix A, shall be converted to annual and hourly rates based on 2,080 hours per year.

Section 4.

When an employee advances to a higher pay grade by promotion he/she will be advanced to the next higher dollar step of the new pay grade on Appendix A.

Section 5.

Effective the first full payroll period in 2016, the EMPLOYER will provide a differential over base rate as follows for Deputies assigned as Investigator:

2016-2018 \$260.00 per month

Effective the first full payroll period in 2016, the EMPLOYER will provide a \$260.00 per month differential over base rate as follows for Internal Affairs investigator.

Section 6.

A 10% base wage differential will be made for each day the employee has the assignment of Field Training Officer. An 8% base wage differential will be made of each day the employee has the assignment of Firearms Instructor, Defensive Tactics Instructor and Crime Prevention Officer

ARTICLE 27 POST EMPLOYMENT HEALTH PLAN

The Post Employment Health Plan shall be established with the County contributing \$10.00 per month per employee into the plan.

Employees shall have the right, as a group decision, to elect to transfer sick leave pay severance into the PEHP plan as provided in Article 11, Section 4.

The group will be able to change elections or contributions once a year.

ARTICLE 28 POST LICENSURE

The County shall pay for the P.O.S.T. licensure if such licensure is required. Employees shall submit their request for payment of the license to the Sheriff.

ARTICLE 29 EDUCATION/HEALTH CLUB REIMBURSEMENT

Any employee who, in order to improve his/her performance, takes courses which have a direct relationship to his/her work, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by his/her Department Head and the Human Resources Director. Factors upon which an employee's eligibility depends, includes the past work record of the employee; his/her service ratings; length of service; the relevancy of the course work to the employee's position; the status of the educational institution and availability of funds.

Tuition reimbursement shall be limited to \$500 annually.

HEALTH CLUB REIMBURSEMENT

Employees shall be eligible to use educational reimbursement dollars for reimbursement of eligible health club membership for the employee. There will be no reimbursement for family paid memberships. Receipts must accompany requests for reimbursement. The County will reimburse 50% of the cost of the membership up to a maximum of \$200 annually and will be in conjunction the \$500 annual reimbursement available for educational reimbursement.

If the Employee leaves the County of service within six (6) months after completion of a course taken under this rule he/she must refund the amount paid by the County.

ARTICLE 30 LIMITED INTERRUPTION OF EMPLOYMENT

In the event of a significant decline in funding or unexpected or unusual circumstances it may be necessary to initiate temporary interruptions of employment which shall not be considered a layoff pursuant to Article 14. Such involuntary temporary interruptions of employment shall not exceed five (5) work days per employee in a calendar year. Before initiating a temporary interruption of employment, the Employer shall provide employees in the affected unit an opportunity to voluntarily request to be placed on limited interruption of employment. The five (5) work day limit shall not apply to volunteers. If additional reductions are necessary the Employer shall contact an employee and direct that the employee not report to work for the period of the limited interruption of employment. Employees shall be provided a five (5) day notice prior to the implementation of an involuntary interruption of employment. Such limited interruptions of employment shall be without pay but employees shall be credited with not less than the normal hours that employee was originally scheduled to work for the purpose of seniority and benefits accrual only.

ARTICLE 31 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1.

This AGREEMENT shall represent the complete AGREEMENT between the UNION and EMPLOYER.

Section 2.

The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE 32 MUTUAL CONSENT CONTINGENCY

Section 1.

This AGREEMENT may be amended any time during its life upon the mutual consent of the EMPLOYER and the UNION. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this AGREEMENT.

ARTICLE 33 SAVINGS CLAUSE

Section 1.

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Chisago County. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 34 RANDOM DRUG TESTING

Employees covered under this labor agreement will be subject to drug testing provisions as outlined in the Employee Random Drug Testing policy. Process, procedure and disciplinary action as outline in the policy will prevail.

ARTICLE 35 TERM OF AGREEMENT

This AGREEMENT shall be in full force and effect from January 1, 2016 to December 31, 2018. This AGREEMENT shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, in accordance with PELRA, that it desires to modify or terminate this AGREEMENT.

LAW ENFORCEMENT LABOR	COUNTY OF CHISAGO
SERVICES, INC.	-
alfflist	Charg Greene
Business Agent	County Board Chairman
Met Van V	926 Wass
Steyfard /	County Administrator
<i>'</i>	Gerle Kerchner
Steward	Human Resources Director
Steward	Sheriff
Siewaiu	Polietili

APPROVED AS TO FORM:

BY ______ Kat_____
County Attorney or Designee

APPENDIX A SALARY SCHEDULE LELS DEPUTY SHERIFF UNION

2016

DIVISION SERGEANT

\$35.49

\$73,819

INVESTIGATION

View Article 8 Section 19

DEPUTY

 STEP 1
 STEP 2
 STEP 3
 STEP 4
 STEP 5
 STEP 6
 STEP 7
 10 Years

 \$24.06
 \$25.03
 \$26.04
 \$27.08
 \$28.16
 \$29.27
 \$30.43
 \$31.34

 \$50,041
 \$52,062
 \$54,163
 \$56,326
 \$58,573
 \$60,882
 \$63,294
 \$65,187

2017

DIVISION SERGEANT

\$36.02

\$74,923

INVESTIGATION

View Article 8 Section 19

DEPUTY

 STEP 1
 STEP 2
 STEP 3
 STEP 4
 STEP 5
 STEP 6
 STEP 7
 10 Years

 \$24.42
 \$25.41
 \$26.43
 \$27.49
 \$28.58
 \$29.71
 \$30.89
 \$31.81

 \$50,794
 \$52,853
 \$54,974
 \$57,179
 \$59,446
 \$61,797
 \$64,251
 \$66,165

2018

DIVISION SERGEANT

\$36.56

\$76,045

INVESTIGATION

View Article 8 Section 19

DEPUTY

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	10 Years
\$24.79	\$25.79	\$26.83	\$27.90	\$29.01	\$30.16	\$31.35	\$32.29
\$51,563	\$53,643	\$55,806	\$58,032	\$60,341	\$62,733	\$65,208	\$67,163