

AGREEMENT

between

RAMSEY COUNTY

And

COUNCIL 5, LOCAL 1935 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

ARTICLE 1 PREAMBLE

- 1.1 This Agreement entered into by Ramsey County, hereinafter referred to as the Employer, and Ramsey County Employees Federation Local #1935, affiliated with Council 5 and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.
- 1.2 All Personnel policies provided by this contract, unless otherwise stated, shall be applied uniformly across the entire bargaining unit.

RAMSEY COUNTY EMPLOYEES FEDERATIOIN - LOCAL #1935 AFSCME
Index – 2009-2010-2011 Contract

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APPENDIX A – Wage Schedule

ARTICLE 2 RECOGNITION

2.1 The County recognizes the RCEF as the exclusive representative for the following job classifications in the recognized bargaining unit:

- Equipment Operator (Recreation)
- Maintenance & Operations Worker 1
- Maintenance & Operations Worker 2
- Maintenance & Service Worker
- Naturalist Aide
- Parks & Recreation Aide 1
- Parks & Recreation Aide 2
- Purchasing & Equipment Specialist-Parks
- Senior Shop Mechanic (Recreation)
- Shop Mechanic (Recreation)

2.2 The County shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

2.3 Neither the RCEF nor the County shall discriminate against any employee because of RCEF membership or non-membership, nor because of age, race, creed, sex, color, religious belief, handicap or political belief.

2.4 Any new job created by the Human Resources Department to be in our bargaining unit shall have a new title not found in any other County department. The County will furnish the job title, wage scale, job specifications and work requirements to the RCEF with sufficient time to allow for acceptance of the salary rate and for bargaining unit members to apply for the job. In the event the RCEF does not agree that the rate of pay is proper, the RCEF shall have the right to submit the issue as a grievance at Step #4 of the grievance procedure.

2.5 All new jobs under this contract will be filled by promotion from within the bargaining unit. In the event that no full-time employees qualify for the job, the job title will be open to anyone outside the bargaining unit. The examination for Maintenance & Operations Worker 2 shall be a promotion only examination.

2.6 All new jobs and promotions will be posted by all time clocks.

ARTICLE 3 UNION SECURITY

- 3.1 The County agrees to deduct from the wages of each RCEF member, upon written authorization of the employee, an amount equal to the regular dues of the RCEF, such deductions to be made on the first pay period of each month, and to transmit to the appropriate designated officer of the RCEF the total amount so deducted together with the list of the names of the employees from whose pay deductions were made.
- 3.2 The RCEF agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.
- 3.3 The RCEF may designate certain employees from the bargaining unit to act as a grievance committee and shall, within ten (10) days of such designation, certify to the County in writing of such choice, and the designation of successors to former representatives. The County agrees to recognize representatives certified by the RCEF as provided in this section subject to the following stipulations:
 - (1) The County agrees to recognize a grievance committee consisting of five (5) RCEF representatives and two (2) alternates. Committee members shall be paid while attending committee management meetings. Investigation and presentation of grievances will be limited to one (1) committee member.
 - (2) Representatives and other employee RCEF officers shall not leave their work stations without prior permission of their division supervisors and they shall notify their division supervisors upon return to their work stations. Permission to leave work station for RCEF business will be limited to the investigation and presentation of grievances, negotiations, and monthly management RCEF meetings. Representatives and/or alternates shall return directly to work after such activities if during working hours.
- 3.4 Outside representatives of the RCEF with notice to the department head shall be permitted to come on the premises of the County for the purpose of investigating and discussing grievances.
- 3.5 The RCEF may designate certain employees from the bargaining unit to act as a negotiation committee, and shall notify the County within ten (10) days of such designation.
- 3.6 Any present or future employee shall be required to contribute a fair share fee to the RCEF. Upon notification from the RCEF, the Employer shall check off said fee from the earnings of the employee and transmit it to the RCEF. Such employees must be on the Ramsey County payroll and under the jurisdiction of the bargaining unit.
- 3.7 The County will provide the RCEF with monthly notice of new bargaining unit employees including home address.
- 3.8 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Political Action Committee.

ARTICLE 4 NO STRIKE

- 4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this article, the County will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to their full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.
- 4.2 No lockout shall be instituted by the Employer and/or its appointing authorities during the term of this contract.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 It is recognized by both parties that it is the prerogative of the County to operate and manage the affairs of the County in all respects in accordance with applicable, existing, and future laws and regulations of appropriate authority and that the prerogatives and authority which the County has not officially and specifically abridged, delegated, or modified by this Agreement are retained by the County.
- 5.2 Nothing in this Article shall be construed as preventing the official employee representatives from meeting with the Employer and the Employer's agents for the purpose of discussing mutual concerns of the County and employees relating to the work situation for the purpose of maintaining the best possible relationship under this contract and to provide for the employees' safe and respectable conditions of work and for the County's effective and efficient production.

ARTICLE 6 HOURS OF WORK

- 6.1 This Article is intended only to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week. It is the full intent of the Employer to maintain full employment.
- 6.2 Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the department with notice to employees.
- 6.3 The normal work week shall be five (5) consecutive, eight (8) hour days on duty with two (2) consecutive days off, with a minimum of ten (10) hours between scheduled work days.
- 6.4 The hours of employment for Parks and Recreation employees shall be established by the department head, then posted and submitted to the RCEF in writing thirty (30) days prior to commencement of said schedule, i.e., thirty (30) day notice, as part of the semi-annual assignment change. Reasonable notice of other schedule changes, except for emergencies, will be given to employees. The employer will give a seven (7) day notice to the employee for a change of three (3) days or more in the regularly scheduled shift. The employer will give a forty-eight (48) hour notice to the employee for a change of ninety (90) minutes or more in the regularly scheduled shift to accommodate summer ice rentals. If the employer fails to give required notice then the employee shall receive pay at time and one half for the hours worked that fall within the notice period.
- 6.5 Employees assigned to work more than two (2) days, or the hourly equivalent, in a higher classification, in a calendar year, will be paid for all work in the higher classification in that calendar year, excluding the first two days. The employer shall consider seniority at the work location and the employee's ability and capacity to perform the job in making the assignment of employees to a higher classification. Effective January 1, 2008 the rate of pay will be set in the same manner followed for regular promotions.
- 6.6 All employees' work schedules shall provide for a fifteen (15) minute rest period in the first and second half of an eight (8) hour shift.
- 6.7 Employees shall not be scheduled to work the second shift in the arenas on Christmas Eve (December 24th) and New Year's Eve (December 31st).
- 6.8 Except as noted below for Parks & Recreation Aides, part-time employees with provisional, probationary or permanent status shall be eligible to earn all employee benefits on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each pay period and are assigned a regular work schedule, as opposed to being subject to call or to work when available.
- 6.9 Part-time employees with provisional, probationary or permanent status shall be eligible for the County pro rata Insurance program if such employees work not less than forty (40) hours per pay period. These employees shall be eligible for the County contribution towards insurance benefits on a pro-rata basis, based on average paid hours per pay period, with determination made each following six month

ARTICLE 6 HOURS OF WORK (Continued)

period. Employees whose average paid hours are at least fifty percent (50%), but less than eighty percent (80%) of full-time shall receive two-thirds (2/3) of the County contribution towards insurance benefits. Employees who are regularly scheduled to work between sixty-four (64) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees.

Parks & Recreation Aides 1 & 2 will be eligible for sick leave accrual after sixty-seven (67) days of employment [one-hundred (100) days if a student], and will be eligible for all other benefits after six (6) months of employment, on the same basis as other employees in the bargaining unit.

ARTICLE 7 EDUCATION ALLOWANCE

7.1 Education Allowance: Any employee who in order to improve their work performance, takes courses which have a direct relationship to their work or a position they can reasonably hope to advance to, 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 their department head. Factors upon which an employee's eligibility depends include the past work record of the employee, their 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. If the employee leaves the County service except in case of layoff, within one year after completion of a course taken under this rule, the employee must refund the amount spent by the County. Tuition payments shall be limited to one thousand dollars (\$1,000) annually for any one employee. Effective 1/1/11 this limit shall increase to one thousand three hundred dollars (\$1,300) annually for any one employee. Employees otherwise eligible for a refund shall not submit claims for tuition reimbursement when such tuition has been or shall be paid by a federal plan of "benefits for veterans and service personnel" or by other sources.

ARTICLE 8 HOLIDAYS

8.1 Employees who work five (5) days on duty and two (2) days off for whom a holiday is a scheduled day of work shall be paid at their regular rate of pay for work performed on the holiday and be granted an alternate day off or receive eight hours pay for the holiday, at the employee's discretion. Employees selecting an alternate day off must use the alternate day off within six months. Provisional, probationary and permanent employees are eligible for holidays as described in this Article, except as described in Article 8.5.

8.2 Holidays are defined as:

| | |
|-------------------------------|---|
| New Year's Day | January 1st |
| Martin Luther King's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | December 25th |
| Floating Holiday | Three days each year to be granted with the approval of the department. |

8.3 Employees required to work at least four (4) hours of an eight (8) hour shift on Christmas Day or New Year's Day shall be credited with sixteen (16) additional hours. Employees working on other holidays may elect an alternate day off to be used within six (6) months without affecting accumulated compensatory time or may choose double pay for the holiday worked.

8.4 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Saturday, the preceding day shall be a holiday.

8.5 Every employee with probationary or permanent status shall be eligible for "floating holidays" based on the following:

- 1) Employees shall be entitled to up to twenty-four (24) hours per year.
- 2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status.
- 3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (same dates as used for vacation max). Maximum accrual will remain at 24 hours for employees currently at 24 hours.
- 4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accruals for Locals that currently receive 24 hours of floating holiday will be .923077 per pay period.
- 5) Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.

ARTICLE 8 HOLIDAYS (Continued)

- 6) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.
- 7) No loss in accrual for full-time employees for up to 40 hours per pay period for no more than 2 consecutive pay periods for unpaid union leave.

ARTICLE 9 SICK LEAVE

- 9.1 Sick leave shall be earned by provisional, probationary and permanent full-time employees at the rate of 4.6154 hours for each pay period. Sick leave accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods.
- 9.2 Permanent employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 9.3 Sick leave may be authorized for illness or injury, legal quarantine, dental or medical treatment necessitating the employee's absence, for the employee or their minor child. "Child" is as defined in Minnesota Statutes 181.9413. [As of 1/1/2000, an individual under age 18 or an individual under age 20 who is still attending secondary school.] Sick leave usage shall be subject to approval and verification by the department head, who may require the employee to furnish a report for an absence of five (5) days or more, or three (3) absences of less than five (5) days in a three (3) month period, from a recognized medical authority attesting to the necessity of the leave, ability to return to duty, or other information deemed necessary. Employees shall have five (5) work days to provide the requested report.
- An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted an unpaid leave of absence for a period not to exceed two (2) years. Employees will return at the same seniority in the salary schedule, will retain promotion rights and will earn vacation schedule seniority for leave under this paragraph. When there are fewer than three (3) months between periods of leave of absence under this section for the same illness or accident, the periods of absence will be added together to determine the length of leave that may not exceed two (2) years, except that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving Workers' Compensation. Existence and extent of illness or disability must be verified by a written statement from an appropriate authority when requested by the department head or designee, or the Human Resources Department
- 9.4 An employee that has satisfied the elimination period for either short term or long term disability may, at the employee's option, retain a sick leave bank of up to forty (40) hours when the employee begins an unpaid medical leave, provided the employee has a bank of paid sick leave hours remaining after satisfying the elimination period.
1. An employee with a paid sick leave bank of forty (40) hours or less after satisfying the elimination period for either short or long term disability may elect to retain either all or none of their remaining sick leave bank.
 2. If the employee elects to retain a sick leave bank, the employee may not use any time from that bank until the employee returns from unpaid medical leave.

ARTICLE 9 SICK LEAVE (Continued)

3. If the employee does not return from unpaid medical leave, the time retained in the employee's sick leave bank will be lost to the employee, such that the employee will receive no compensation for the retained sick leave.

In any other circumstances except those described above, employees will continue to be required to use all paid sick leave prior to going on an unpaid medical leave of absence, in accordance with 9.6.

- 9.5 To be eligible for sick leave payment an employee must notify, the department head or designee prior to the starting time of their scheduled shift. This notice may be waived if the department head determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. Those employees who misuse sick leave will be subject to disciplinary action.
- 9.6 Employees may utilize sick leave up to a maximum of five (5) days upon the occasion of death in the employee's immediate family. Immediate family for the purposes of this section shall be defined as the employee's spouse, children, parents, grandparents, siblings, or a person regularly residing in the employee's immediate household, and shall include parents and siblings of persons regularly residing in the employee's immediate household. This definition does not include aunts and uncles not regularly residing in the household.
- 9.7 Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness or serious injury of the employee's spouse, children, employee's parents, or a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.
- 9.8 Sick leave not to exceed forty (40) hours may be utilized by employees for the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. The leave must be consecutive and taken within six (6) months of the birth or adoption.
- 9.9 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31.
- Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee, on a pro-rated basis, based on hours worked for the three (3) month period. The three (3) month periods shall be the same as identified in the preceding paragraph.
- 9.10 Pregnant employees shall be eligible for the use of paid and unpaid sick leave in the same manner as any other disabled or ill employee. Such sick leave eligibility shall begin upon certification by the employee's attending physician that due to pregnancy, the employee is disabled in terms of her ability to perform the duties of her position. Such employees shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or disabled employee during the remaining

ARTICLE 9 SICK LEAVE (Continued)

period of pregnancy and until such time as the employee is certified able to return to work by her attending physician.

- 9.11 Permanent or probationary employees who are injured while performing work within the scope of their employment for Ramsey County, and by reason thereof are rendered incapable of performing their duties on or after January 1, 2000, shall upon approval by Human Resources, be granted sick leave for each work day up to a maximum of one hundred and thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave they have accumulated. This additional sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and eighty percent (80%) of the employee's normal daily wage.

If their recovery is not complete by the end of the period described in paragraph (1) of Article 9.11, employees shall use their own accumulated sick leave to make up the difference between any Workers' Compensation payment made and eighty percent (80%) of the employee's normal daily wage.

In the event an employee absence due to a work related injury does not qualify for Workers' Compensation solely because of a statutory waiting period, each day of said absence shall be considered as "a day for which Workers' Compensation benefits are paid" under the provisions of this section.

In no event shall this section be construed or operate to permit an employee to receive a combined wage and Workers' Compensation payment exceeding 80% of the employee's normal daily wage.

Any such employee unable to resume the duties of his or her position within or at the end of the recovery period, and on the exhaustion of accumulated normal sick leave, shall be eligible for the sick leave without pay provisions of this contract.

- 9.12 Sick leave may be used in quarter-hour (1/4) increments.

ARTICLE 10 VACATIONS

- 10.1 All permanent full-time employees shall be eligible for vacation leave benefits.
- 10.2 Each provisional, probationary and permanent employee paid on a monthly basis shall be granted vacation with pay for each full month of actual service rendered on the following basis. Vacation accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods:

| <u>Number of Years of Employment</u> | <u>Accrual in Hrs. Per Pay Period</u> | <u>Yrly. Accrual in Hours</u> | <u>Maximum Accrual</u> |
|--|---|-----------------------------------|----------------------------|
| Less than 3 Years | 3.6923 | 96 | 192 |
| At least 3 years, but less than 8 years | 4.6154 | 120 | 240 |
| At least 8 years, but less than 13 years | 5.2308 | 136 | 272 |
| At least 13 years, but less than 23 years | 6.1538 | 160 | 320 |
| 23 years or more | 7.6923 | 200 | 400 |

- 10.3 Semi-annual vacation choices will be based on the seniority of the employee in the division where applicable by job classification. All requests must be submitted by March 1 for vacations effective April 1, and by September 1 for vacations effective October 1. Senior employees who fail to select a vacation period by March 1 and September 1 shall be placed at the bottom of the seniority roster for the purpose of vacation selection for that six (6) month period. Semi-annual vacation requests for a full eight (8) hour day take precedence over requests for less than a full day.
- 10.4 Employee vacation requests will be in writing. Employees will be notified of approval or disapproval of vacation requests within ten (10) working days. If disapproved, employees will be notified in writing of the reason for the disapproval.
- 10.5 Employees with an accumulation of sick leave credits in excess of one hundred eighty (180) days (1,440 hours), may convert such excess days to vacation at the rate of two (2) days' sick leave to one (1) day vacation but not to exceed five (5) days in any calendar year.
- 10.6 Vacation may be used in units of fifteen (15) minutes with the approval of the department.
- 10.7 Vacation may be accumulated to twice the annual earning rate of the employee.
- 10.8 Effective 1/1/04, any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year.
- 10.9 Employees who have successfully completed their initial probationary period may be advanced up to forty-hours (40) of vacation before it is accrued, subject to the following requirements:
 - a) requests for vacation advancement are subject to the same approval provisions as other vacation requests;

ARTICLE 10 VACATION (Continued)

- b) advanced vacation may not be placed in the employees accrued vacation balance;
- c) advanced vacation hours must be immediately repaid from future vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If there are not sufficient funds, the employee will be required to repay the County the value of those hours.
- d) all advanced vacation must be repaid to the County before any future vacation advancement requests will be considered.
- e) An employee may not have more than 40 vacation hours advanced to him/her at any time.
- f) Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Article 10.7 and 10.8 continue to apply.
- g) An employee may not donate advanced vacation hours to another employee. An employee may not be required to request that vacation hours be advanced to them, before being eligible to receive donated hours.

10.10 Adjustments to Initial Vacation Accrual – Credit for Previous Service

The appointing officer may, at their discretion, recommend to the Director of Human Resources (or designee), that a new hire be given credit for length of service for all or a portion of any employment experience directly related to the position to which the employee is being appointed or to match the current vacation accrual provided by the employee's most recent employer. The recommendation must be made in writing and be based on the appointing officer's assessment of the employee's qualifications beyond the minimum requirements, recruitment considerations or service accrual provided by the employee's previous employer. The appointing officer must submit documentation of the qualifying service with the recommendation. At his/her discretion, the Director of Human Resources may authorize length of service credit for all, none, a portion of the related experience, or the practice of the previous employer. This length of service credit, plus the employee's subsequent actual length of service with the County, will be the basis for future vacation accrual determinations. No additional length of service credit for qualifications obtained prior to County employment shall be granted after initial appointment to the County.

ARTICLE 11 SEPARATION PAY

- 11.1 Upon separation, eligible employees may choose either Option A or Option B.
- 11.2 Option A - Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee, their designated beneficiary, or their estate shall be paid one half (1/2) of all unused accumulated sick leave days provided:
- (1) That at the time of separation, the employee has at least four hundred and eighty (480) hours of accumulated sick leave to their credit.
 - (2) That at the time of separation from the County service, the employee must have been employed by the County in the classified service for at least ten (10) years prior to their separation except that this section shall not apply to an employee whose cause of separation is death, layoff, whose position has been abolished, or who was required to retire from service under provisions of a compulsory retirement law.
 - (3) An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay.
 - (4) That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
 - (5) That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.
 - (6) Effective January 1, 2008, the maximum allowance shall not exceed \$13,000 for any one employee.
- 11.3 Option B - Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee with at least twenty (20) years (41,600 hours) of service, their designated beneficiary, or their estate shall be paid according to the schedule below, to a maximum of \$7,000 effective January 1, 2008. An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay: (no exceptions to 20 year requirement)
- Effective January 1, 2008:
- \$210 per year for the first 1-10 years of service
 - \$280 per year for years 11-20
 - \$350 per year for years over 20
- 11.4 That no classified employee who is on a leave of absence to accept a position in the exempt service of the County shall be eligible for separation pay until their employment is finally terminated.
- 11.5 Separation payment may be deferred to January of the next calendar year if requested in writing by the employee

ARTICLE 12 LEAVE OF ABSENCE

- 12.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after thirty (30) days' service with the Employer.
- 12.2 Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Employer or designee. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by the Employer or designee, and it shall be in writing.
- 12.3 A request for a leave shall be answered within ten (10) work days.
- 12.4 In addition to accruing seniority while on any leave of absence granted under the provisions of the Agreement, employees shall be returned to the position in their department if the leave is for sixty (60) days or less and to their classification in their department if the leave is in excess of sixty (60) days.
- 12.5 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the Employer except those paid for duty on the employee's normal day off and those paid for meals and mileage. Any hours not on jury duty shall be worked. The Employer will make an effort to accommodate the schedules of employees called for jury duty.
- 12.6 Personal Leave. Leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed not to exceed a total leave of twelve (12) months.
- 12.7 Union Business. Employees elected to any RCEF office or selected by the RCEF to do work which takes them from their employment with the Employer, shall at the written request of the RCEF be granted a leave of absence without pay.
- 12.8 Maternity. Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.
- 12.9 Educational leaves of absence may be granted for a maximum of two (2) years.
- 12.10 Employees placed on leave with pay pending an investigation as provided under Rule 26.5 of the Ramsey County Personnel Rules, shall be instructed by the employer regarding the employer's requirements for the employee's availability, and the employee will provide the employer with a means of contacting the employee by phone, pager, or other technology that provides same day telephone access within two business hours and in person access within one business day during the investigation.
- 12.11 Neither benefits nor salary increases shall be earned by employees while on a leave of absence without pay. Employees returning to work after leave without pay will be paid at the same salary step held at the time the leave began.
- 12.12 Either parent adopting a child or the spouse of the woman having a child, shall be granted a personal leave, not to exceed six (6) months, at the request of the employee. Employees under this provision

ARTICLE 12 LEAVE OF ABSENCE (Continued)

shall not be eligible for paid sick leave during the period of leave.

12.13 Employees meeting the eligibility requirement of the FMLA may take up to twelve (12) weeks of leave within any twelve month period, for the following reasons, as provided in the FMLA.

- 1) Birth or adoption of the employee's child.
- 2) To care for the employee's spouse, child or parent who has a serious medical condition.
- 3) A serious medical condition rendering the employee unable to perform their job.

The twelve (12) weeks may be taken on an intermittent or reduced basis with appropriate medical evidence. If the reason for the intermittent or reduced work basis is the birth or adoption of a child, the approval of the employee's department is also required.

This leave shall be unpaid except as provided for, and under the limitations described in Article 9 (Sick Leave), Article 10 (Vacation) or the compensatory time provisions of this Agreement.

"Child" under this section shall be defined as "son or daughter" as defined in the Family and Medical Leave Act. This definition is a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self care because of a mental or physical disability.

12.14 Up to twelve (12) weeks of unpaid leave shall be granted to an employee to care for a person regularly residing in the employee's immediate household, who is not the employee's spouse, child or parent, and who has a serious medical condition. This leave will be administered as if it were leave allowed under the Family & Medical Leave Act (FMLA), except when doing so would result in a violation of the Family & Medical Leave Act. FMLA time taken under Article 12.13 will count against time allowed under Article 12.14.

ARTICLE 13 WAGES

- 13.1 Wage Schedules 2009, 2010 and 2011. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. When any classification not listed on the wage schedule is established which involves functions substantially similar in their nature, character and scope to those performed in whole or in part by an existing classification which is a part of the bargaining unit as listed in Article 2.1 of this Agreement, the employer shall designate the rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure. The general salary increase will be 3% effective 1/1/09, 2% effective 1/1/10, and 1.99% effective 3/1/11. All general salary increases will be effective the first full pay period following the effective date.
- 13.2 Comparable Worth. If the County is found to be out of compliance with the Minnesota Pay Equity Act, the County agrees to reopen the collective bargaining agreement for the purpose of negotiating pay equity adjustments.
- 13.3 Employees in the above listed classification who have completed seven (7) years, ten (10) years, twenty (20) years and twenty-five (25) years of continuous service shall be eligible for step increases based on their total years of continuous service with the employer.
- 13.4 An employee who is reassigned to move from one work location to another work location in their personal vehicle during the work shift shall be paid the approved mileage rate for the travel distance to the assigned location.
- 13.5 The employer will provide a matching contribution to deferred compensation of \$15.00 per month per contributing employee. Effective July 1, 2009 the matching contribution will increase to \$20.00 per month, per contributing employee.

ARTICLE 14 OVERTIME AND PREMIUM PAY

14.1 Employees may be assigned to overtime work at the discretion of the Employer. Employees required to work in excess of eight (8) hours in any one day, or forty (40) hours in any one week, or who are required to work on their regularly scheduled days off, shall earn overtime at the rate of time and one-half. A sixth day on a seasonal shift change does not constitute overtime.

During the first week of January, employees shall have the option of choosing compensatory time or cash for that year's overtime. If compensatory time is chosen, there shall be a maximum of sixty (60) hours accumulation. Overtime over sixty (60) hours shall be paid in cash. The parties agree that the primary purpose of compensatory time is to cover periods when work is canceled on seasonal changeovers. Compensatory time may be used at other times only with the advance approval of the department.

14.2 Overtime shall be assigned by division on the basis of seniority.

14.3 If overtime becomes available in an arena the Employer shall:

- (1) Offer the overtime to the employees assigned to the arena, by seniority.
- (2) Offer the overtime to the top five (5) employees requesting overtime, by seniority. The last employee contacted will be required to work.
- (3) In the event none of the top five (5) employees can be contacted, the Employer shall call the remaining employees beginning with the least senior. The first employee contacted will be required to work.
- (4) Employees interested in overtime must notify their division supervisor by the third week of each month. By the last week of each month the president of the local shall receive from the department director the list of the five (5) senior employees requesting overtime.

14.4 Any employee who is directed by proper authority in the department to report back to work for emergency work shall be compensated at time and one-half and shall receive not less than four (4) hours' call-back allowance.

14.5 Any employee assigned overtime for showmobile delivery and return shall earn time and one-half and receive not less than the equivalent of four (4) hours' pay.

14.6 All full-time employees or part-time employees receiving pro rata benefits, required to work on Saturday shall be compensated at the rate of fifty-five cents (\$.55) per hour for each hour worked. All full-time employees or part-time employees receiving pro rata benefits, required to work on Sunday shall be compensated at the rate of sixty cents (\$.60) per hour for each hour worked. Effective 1/1/11 these differentials will increase to sixty cents (\$.60) per hour for Saturday and sixty-five cents (\$.65) per hour for Sunday. Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided, at least four (4) hours of the period worked fall on the day for which the additional compensation is being paid.

ARTICLE 14 OVERTIME AND PREMIUM PAY (Continued)

- 14.7 Any full-time employee or part-time employee receiving pro rata benefits, who works on a shift beginning earlier than 6 a.m., or ending later than 6 p.m., shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. If an employee is assigned by the employer to start an afternoon shift early, then night differential will be paid for the entire shift if the employee works four (4) or more hours after 5:00 p.m. The night differential shall be paid as additional compensation equivalent to 6.5% of the hourly rate of the first step in the salary range established for the classifications in the bargaining unit. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves.
- 14.8 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.
- 14.9 Overtime work shall be voluntary except in emergencies or should the required employees not be available on a voluntary basis. There shall be no discrimination against any employee who declines to voluntarily work overtime. Emergency is defined as: An unanticipated set of circumstances that creates an immediate need for employees to work to safeguard public safety, prevent injury to clients, employees or the public, prevent catastrophic loss or maintain current standard staffing ratios. An employee calling in sick in accordance with established guidelines for calling in sick does not in itself constitute an emergency.
- 14.10 Overtime shall be calculated to the nearest fifteen (15) minutes.

ARTICLE 15 GRIEVANCE PROCEDURE

- 15.1 Definition of Grievance - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. It is specifically understood that any matters governed by Personnel Rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. If an employee wishes to proceed under the Personnel Act or Personnel Rules he may have RCEF representation. An employee may not employ more than one of the above grievance procedures under this Article.
- 15.2 Organization Representatives - The County will recognize representatives designated by the RCEF as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article.
- 15.3 Processing of Grievance - It is recognized and accepted by the RCEF and the County that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the County during normal working hours provided the employee and the employee representative have notified the designated supervisor.
- 15.4 Grievance Procedure - Grievances as herein defined, shall be processed in the following manner:
- Step 1. Informal - An employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall, within ten (10) days of the employee's knowledge of the occurrence of the event, present such grievance in writing to the supervisor who is designated for this purpose by the County. 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 supervisor shall give a written answer within ten (10) working days after such presentation.
- Step 2. Formal - If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing or orally to the department head or designee within ten (10) working days after the designated supervisor's answer in Step 1. The department head or designee shall schedule a meeting to discuss the grievance within ten (10) working days with the employee and the RCEF representative at a time mutually agreeable to the parties. Time limits may be extended by mutual agreement to discuss grievances at RCEF management monthly meeting. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the department head or designee and the RCEF. If no such settlement is reached the department head or designee shall give a written answer to the RCEF within ten (10) working days following their meeting.

ARTICLE 15 GRIEVANCE PROCEDURE (Continued)

Step 3. Appeal - If the grievance is not settled in Step 2 and the RCEF desires to appeal, it shall be referred by the employee and the RCEF in writing as specified in Step 2 to the Director of Human Resources or designee within ten (10) days after the department head or designee's answer in Step 2. A meeting between the Director of Human Resources or designee, the department head or designee, the RCEF and/or the employee shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Director of Human Resources or designee, the department head or designee and the RCEF. If no settlement is reached, the Director of Human Resources or designee and the department head or designee shall give the Employer's written answer to the RCEF within ten (10) days following the meeting.

Step 4. Arbitration - If the grievance is not settled in Step 3, and the Union wishes to refer the grievance to arbitration, the Union shall inform the employer of its intent to arbitrate within ten (10) working days after the Union's receipt of the employer's written answer in Step 3. The Union and the employer will then select an arbitrator either under the alternate striking provisions of Minnesota Statutes 179A.21, Subdivision 2, or by another method mutually agreeable to the Union and the employer.

- (1) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the County and the Employee and the RCEF, and shall have no authority to make a decision on any other issue not so submitted.
- (2) 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 arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- (3) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the County and the RCEF, 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.

15.5 Waiver - 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

ARTICLE 15 GRIEVANCE PROCEDURE (Continued)

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 or any agreed to extension, the grievance should be considered settled on the basis of the Union's requested relief. The time limit in each step may be extended by mutual written agreement of the County and the employee Union in each step. The term "days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays.

- 15.6 Grievance Representative - Employees presenting a grievance under Step 2 shall be represented by an appropriate Grievance Committee member to be determined by the RCEF.
- 15.7 Records - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s) and shall be available to the employee and their RCEF representative.
- 15.8 Discipline -
- (1) The Employer will discipline employees for just cause only. Discipline will be in the form of:
 - (a) Written reprimand;
 - (b) Suspension;
 - (c) Reduction;
 - (d) Discharge.
 - (2) Suspension, reductions and discharges will be in written form.
 - (3) Written reprimands, to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee shall receive a copy of such reprimands and notices of suspension and discharge.
 - (4) Grievances relating to this Article shall be initiated by the RCEF in Step 2 of this grievance procedure.
 - (5) Choice of Remedy - An employee with a contract-related grievance must select either the appropriate procedure provided under the Personnel Act and Personnel Rules or the grievance procedure provided by this contract. In no instance will an employee be permitted to seek a remedy under both provisions for the same grievance.
- 15.9 Discharge. The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reasons(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to union representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the

ARTICLE 15 GRIEVANCE PROCEDURE (Continued)

employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during that period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory suspension, the requirement to be in pay status shall not apply.

15.10 The Employer shall not administer discipline unless the employee has had an opportunity to have a representative of the union present.

ARTICLE 16 SENIORITY

16.1 The Human Resources Department will establish seniority lists as follows: A "Bargaining Unit" list based on original date of continuous employment within the bargaining unit; a "Classification" list based on each employee's original date of continuous employment within their present classification. Classification seniority is defined as the length of continuous service in a specific job classification within the bargaining unit. When an employee returns to a previously held classification or exercises bumping rights under Article 16.1(7), classification seniority in that class shall include seniority in all non-supervisory equal or higher classifications in which the employee has served.

- (1) The seniority lists will be updated on March 1 with copies sent to the RCEF representative and posted in each work location. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced.
- (2) Seniority by classification will control on shift selection at time of assignments where rotating schedules are not utilized. Rotating schedules will be used as long as mutually agreeable between the RCEF and management.
- (3) Any employee appointed in or out of the bargaining unit shall have their seniority maintained through the end of their probationary period.
- (4) An employee appointed to a position in another Ramsey County AFSCME bargaining unit or other non-supervisory Ramsey County bargaining unit shall maintain their AFSCME bargaining unit seniority in all job classifications in which the employee has been employed. The employee may return to the bargaining unit and may exercise their AFSCME bargaining unit seniority in any previously held class if subsequently laid off from a position in another Ramsey County AFSCME bargaining unit or other non-supervisory Ramsey County bargaining unit.
- (4) If an employee is notified in writing by the employer that they will be laid off, is on layoff or is in a lower class because they exercised their bumping rights under this Article, that employee shall be placed at the employee's request, on a re-employment register for any class for which the employee meets the minimum qualifications. When a requisition is received by the Human Resources Department for a class where the re-employment register contains the names of employees identified by this Article, those employees shall be included with the certification from the eligible register. If a requisition is received by the Human Resources Department for a job class for which there is no current register, employees on a re-employment register for the class under the terms of this Article, will be referred to the appointing officer for consideration. Employees covered by this section will also be eligible for placement through the County's Job Mobility Program for any job class for which the employee meets the minimum qualifications. Eligibility for this benefit shall expire after an employee has been on layoff for two years or when the employee passes probation for a position obtained under this Article.

ARTICLE 16 SENIORITY (Continued)

- (6) If the County, or a County department, determines that employees in a specific job classification within a bargaining unit will be laid off, the employer may allow employees in that classification and bargaining unit to volunteer to be laid off, such that less senior employees would be retained. Employees responding to the employer's request for volunteers will be considered in order of their classification seniority within their department. Employees who accept a voluntary layoff will be recalled in order of their classification seniority among those on layoff status. Employees on voluntary layoff may waive reinstatement unless they are the least senior employee in the classification on layoff status.
- (7) a) In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority within the classification, provided all probationary, temporary and provisional employees in that classification are released first. Employees shall be permitted to exercise their seniority rights to any classification previously held before being subject to layoff. No permanent position shall be eliminated until all probationary, temporary and provisional employees in the same classification are released. No employee's regular hours of work will be reduced as the result of using "free labor". "Free labor" is defined as volunteers, community service people, restitution workers, etc. All career development ladders shall be treated as one classification for the purpose of the application of this Article. If a permanent employee in an AFSCME bargaining unit is laid off, the employee would have a right to a vacant position within other AFSCME bargaining units, subject to completion of a probationary period. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired in the classification until all employees on layoff status desiring to return to work have been recalled.
- b) Employees no longer working for the County will remain eligible for reinstatement from layoff status for a minimum of two years from the date of their layoff. After this initial two-year period, eligibility for reinstatement from layoff shall be extended each year that the employee notifies Human Resources of their continuing interest in reinstatement up to a maximum of ten years. Such notification of continuing interest shall be in writing to the Director of Human Resources and shall be made within 60 days following the anniversary date of the employee's layoff and include a current address and phone number of the employee on layoff. If no notice is received the employee's name will be removed from the recall list and the employee will no longer be eligible for reinstatement. After ten years the laid-off employee's eligibility for reinstatement shall expire.

It is the responsibility of the employee on lay-off to keep a current address and phone number on file in Human Resources any time such contact information changes. Inability to

ARTICLE 16 SENIORITY (Continued)

contact the employee caused by the employee's failure to update their address or phone number will result in the employee losing their eligibility for reinstatement.

- (8) Filling of Vacant Positions - Employees by classification covered by this Agreement shall be eligible to bid on vacant positions. These vacancies shall be posted in the department for a minimum of ten (10) calendar days. The posting shall include the experience and skills required for the satisfactory performance of the work. To bid, an employee must submit a written application prior to the expiration date of the posting. The selection of employees will be restricted to those having the posted experience and skill. In filling the vacancy, the most senior employee bidding for the position shall be selected, provided that their skill and experience to perform the duties of the position are relatively equal to those of the less senior employees bidding for the position. If a senior employee is not selected, the reasons for their failure to be selected shall be stated to them in writing.

The County will offer training to employees interested in learning the operation of specific equipment applicable to their classification and will select from the employees successfully completing the training, by seniority for job assignments (i.e., E-10 mower, garbage packer, flail mower). Vacancies not filled by the bidding process shall be filled from the appropriate eligible list. Temporary appointments for training and to carry out necessary work pending completion of these procedures shall be permitted. Employees may be involuntarily reassigned to positions only for cause.

- (9) Arena Bidding - By August 1 of each year, employees to be assigned to arenas for the winter season shall submit to the Employer a list of the three (3) arenas they would prefer for seasonal assignment. After receipt of all preference lists, the Employer shall select, in the order of seniority, the arena to which each employee is to be assigned. In the event an arena of preference has been taken by the assignment of a more senior employee, an employee shall have the opportunity to substitute a new arena choice. Seniority within the classification will determine shift selection of those employees assigned to work in the arenas. Maintenance & Operations Worker 2's assigned to the arenas shall select their shift first during the arena bidding process. Maintenance & Operations Worker 1's shall then select their shift in order of seniority within the classification on all remaining shifts. This arena assignment process will take place so that a full complement of staff will be assigned for all arenas for both shifts. Summer bidding shall occur as specified in the letter of understanding dated April 2, 1986, and as attached in Appendix B.

16.2 Seasonally assigned and permanently assigned positions:

- (1) Due to the variation of seasonal tasks within the department, certain employees will seasonally change work assignments (i.e., parks maintenance or golf course to ice arenas). These

ARTICLE 16 SENIORITY (Continued)

- assignment changes will not affect their seniority or any other benefits, and they shall be given equal consideration on all shift selection and work assignments.
- (2) Seasonally assigned positions will be those of the Maintenance and Operations Worker 1 and 2 classifications which normally transfer seasonally from parks and golf course maintenance to the ice arenas in the winter and reversely in summer.
 - (3) In an emergency situation, a permanent status employee could be put on a "loaned status" temporarily. If such assignment is over ten (10) work days, it shall be filled by seniority.
 - (4) No part-time, temporary (i.e., CETA, Mosquito) personnel will be exempt from any work schedule, work assignment or shift selection that a bargaining unit employee is assigned to. This is not to be misconstrued that such personnel will be assigned to bargaining unit positions in lieu of bargaining unit employees.
- 16.3 Should the Ramsey County Parks and Recreation Department be merged with or transferred to another agency of government, the employees subject to this contract shall become employees of the new or merged unit and shall retain all rights provided for by this contract. This provision shall be limited to those employed at the time of change.
- 16.4 An employee promoted or transferred to a new, equal or higher classification shall have the option of returning to their former classification if such employee fails probation whether the promotion is within the bargaining unit or to another position of employment provided by the Employer. In addition, during the probationary period an employee may return to their former classification upon request with the approval of the departments affected.
- 16.5 New and promoted employees in a job classification will be subject to the following probationary period. Full-time employees will have a six (6) month probation period. Part-time and intermittent employees will have a probationary period of one thousand forty (1,040) hours or one year, whichever comes first. Termination of a probationary employee will not be grievable except under Article 2.3. A probationary period may be extended by agreement of the union, the employer, and the affected employee. The total length of the employee's original and extended probationary period may not exceed the hourly equivalent of one year.

ARTICLE 17 SAFETY

17.1 A safety committee consisting of one (1) employee and an alternate designated by the RCEF for Arenas, Parks, maintenance and golf courses, and one (1) departmental representative will be formed to deal with the mutual safety concerns of the employees and the Employer. This committee will investigate employee complaints relating to safety and if the problem is confirmed, make recommendation to the department to resolve the potential risk. If the department does not respond to the committee recommendation, they may submit the matter to the County Manager's Office. The County Manager's Office shall respond in writing to the committee. Danger to an employee's health or safety is recognized as a defense against discipline for refusal to start work or continue work but not as it relates to duties which are a part of the job. Matters relating to safety, unrelated to discipline, are not subject to the grievance procedure.

ARTICLE 18 INSURANCE

18.1 Employee Insurance – The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to provisional, probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

(1) Medical Insurance:

2009 – Employees shall contribute \$21 for single coverage. For family coverage, the County shall pay 100% of the increase from 2008 to 2009.

2010 – Employees shall contribute \$26 for single coverage. For family coverage, the County shall pay 80% of the increase from 2009 to 2010 and the employee shall pay 20% of the increase.

2011 – Employees shall contribute \$31 for single coverage. For family coverage, the County shall pay 75% of the increase from 2010 to 2011 and the employee shall pay 25% of the increase.

Changes will be effective on January 1 of each year, except that for 2011 the employer will pay the entire premium increase for family medical coverage for January-February.

(2) Dental Insurance:

2009 – The employee will receive the full 5.6% premium decrease for single and family coverage.

2010 – The employee will pay the total increase in premium for single and family coverage.

2011 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

Changes will be effective January 1 of each year.

(3) Life Insurance:

The County will provide group life insurance equal to one times an employee's annual salary.

(minimum \$10,000, maximum \$50,000). Optional life insurance will be employee paid.

(2) Long-Term Disability:

The County will provide a basic long-term disability benefit providing 40% income replacement.

Employees may buy an additional 20% income replacement at their own expense for a total of 60%.

(3) Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers enrollment requirements.

The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

ARTICLE 18 INSURANCE (Continued)

18.2 Eligibility

Retiree Insurance: Employees who retire from Ramsey County under provisions of the Public Employment Retirement Act may participate at their option under the health and welfare insurance plans for retired Ramsey County employees. There is no County contribution to dental insurance premiums. County contribution for medical insurance is as follows:

Employees hired before July 1, 1992 – Employees hired before July 1, 1992 must have 10 years (20,800 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums. If an employee retires under PERA disability retirement, the employee must have 5 years (10,400 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums.

Employees hired on or after July 1, 1992 – Employees hired on or after July 1, 1992 must have 20 years (41,600 hours) of County service to receive 50% of the County contribution to retiree medical insurance premiums. This amount will increase by 4% for each additional year (2,080 hours) of County service until there is a maximum of 90% of the County contribution after 30 years (62,400 hours).

Current insurance eligible employees hired between 7/1/92 and 12/31/05 – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, *or* opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who *did not* make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.** Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP. The County will contribute five hundred dollars (\$500) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. The County will contribute six hundred dollars (\$600) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. The County will contribute seven hundred dollars (\$700) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period in 2011 the County will contribute five hundred twenty dollars (\$520) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. The County will contribute six hundred twenty four dollars (\$624) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. The County will

ARTICLE 18 INSURANCE (Continued)

contribute seven hundred twenty eight dollars (\$728) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

Employees hired on or after 1/1/06 - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium.

All new employees hired on or after 1/1/06 contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

The County will contribute five hundred dollars (\$500) per year to the HCSP on a per pay period basis, beginning the 1st full pay period following the employee's five (5) year employment anniversary date. The County will contribute six hundred dollars (\$600) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's ten (10) year employment anniversary date. The County will contribute seven hundred dollars (\$700) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date.

Effective the first full pay period in 2011 the County will contribute five hundred twenty dollars (\$520) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. The County will contribute six hundred twenty four dollars (\$624) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. The County will contribute seven hundred twenty eight dollars (\$728) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

ARTICLE 18 INSURANCE (Continued)

County Contributions

Early Retiree Contributions: For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

Regular Retiree Contributions: For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

2009 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$30.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$70.00 per month.

2010 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$35.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$80.00 per month.

2011 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$35.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$80.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective January 1 each year.

- 18.3 The County will make a payroll deduction for the premium for the voluntary Group Term Life Insurance Program offered through the Public Employees Retirement Association, for those employees who choose to participate.
- 18.4 County Board Resolution 9-1811. Ramsey County shall defend, save harmless and indemnify each of its officers and employees, whether elective or appointive, against a tort claim or demand, whether groundless or otherwise, arising out of each alleged act or omission occurring in the performance of duty, except malfeasance in office or willful or wanton neglect of duty.
- 18.5 Labor/Management Committee on Insurance: This Committee shall have fifteen (15) members as follows: Three members from AFSCME Council 5; one each from other Ramsey County employee unions (Teamsters Local 320, Operating Engineers Local 49, Operating Engineers Local 70, Law Enforcement Labor Services, and Technical Employees Association); six members from County administration; and one member selected from among non-represented County employees (employee

ARTICLE 18 INSURANCE (Continued)

selected shall be submitted to Council 5, which shall have a right of refusal).

Each bargaining unit may select one (1) alternate, who, together with the business agents, may attend meetings and participate in discussions, but will not participate in determining consensus, unless designated by their union to replace an absent member. The County may also select up to six (6) alternates, who may attend meetings and participate in discussions, but will not participate in determining consensus, unless designated by the County to replace an absent member. Attendance at Committee meetings by Committee members and alternates will be without loss of pay.

The committee shall be advisory to the County Board on all insurance matters, and shall operate by consensus. All members of the Committee shall have access to all relevant statistics and information.

ARTICLE 19 GENERAL PROVISIONS

- 19.1 (1) During the term of this Agreement, the Employer shall not contract out or subcontract any public work performed by employees covered by this Agreement which would result in a lay off.
- (2) In the event the Employer feels it is necessary to contract out or subcontract any public work performed by employees covered by this Agreement, the Employer will notify the Union in writing no less than ninety (90) calendar days in advance. During the ninety (90) days the Employer will meet with the Union and discuss possible ways and means to minimize the elimination of positions. The ninety (90) day notice requirement will not apply to contracting or subcontracting out during emergencies. "Emergency" in this context means either as defined in Article 14.9 of the collective bargaining agreement, or as declared by the Ramsey County Board of Commissioners under the terms of the Ramsey County Charter, Section 5.03.
- (3) As the result of merger, transfer or reorganization of any department, no employee may be laid off or suffer any reduction in classification pay or seniority except in the single instance where an employee refuses a job assignment consistent with their classification pay and seniority rights provided by this Agreement.
- 19.2 Union Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin board convenient places. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards.
- 19.3 Any subject matter placed in the employee's personnel file shall be served upon the employee in writing. Such matters that could be detrimental to the employee shall be a proper subject for the grievance procedure. All materials in the employee's file shall be available for the employee's inspection.
- 19.4 In the event new technology is introduced changing the skill requirement of any position covered by this Agreement, the Employer will provide training to assist the employee in the affected position to acquire the necessary proficiency in the utilization of the newly-introduced technology.
- 19.5 Drug testing for employees required to have a Commercial Drivers License.
- (1) The Employer agrees to advise the Union when an employee is to be tested, provided the employee consents to informing the Union, and subject to the limits of the Minnesota Data Practices Act.
- (2) The Employer will identify positions for which a Commercial Drivers' License is required.
- (3) An employee failing either an initial screening drug or alcohol test, or for the first time, failing a confirmatory drug or alcohol test, may be temporarily suspended with pay or transferred to a position that does not require a Commercial Drivers' License pending the outcome of the confirmatory test, and if requested, the confirmatory retest, provided the employer believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the

ARTICLE 19 GENERAL PROVISIONS (Continued)

public, consistent with the provisions of Minnesota Statutes 181.953, Subdivision 10, and applicable Federal regulations.

- (4) The Employer will meet the alcohol testing standards of applicable Minnesota and U.S. statutes, and will inform the Union when an employee is being tested, provided the employee consents to informing the Union and subject to the limits of the Minnesota Data Practices Act.
- (5) Supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo testing will be trained in compliance with CFR 382.603. Determination of reasonable suspicion will be put in writing, including the basis for the suspicion. The Union will be notified of such determinations, provided the employee consents to informing the Union, and subject to the limits of the Minnesota Data Practices Act.

The County will provide a letter to the Union indicating that Commercial Drivers' License testing will only apply to job classifications meeting the Federal standards of 26,000 pound vehicles, etc.

- 19.6 If an employee is required to wear a uniform by the employer, the employer will furnish said uniform, unless otherwise modified by this agreement.

ARTICLE 20 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 20.1 This Agreement shall represent the complete Agreement between the RCEF and the County.
- 20.2 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the RCEF, 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.
- 20.3 Savings Clause. This Agreement is subject to the laws of the United States, the State of Minnesota, and Ramsey County. In the event any provision 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 21 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2009 to December 31, 2011, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1st prior to the anniversary date that it desires to modify or terminate this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party.

WITNESSES:

RAMSEY COUNTY

Chair, Ramsey County Board of Commissioners

Ramsey County Manager

Approved as to form this

_____ day of _____

20__.

AFSCME Council 5
RAMSEY COUNTY EMPLOYEES FEDERATION

Assistant County Attorney

**MEMORANDUM OF AGREEMENT
WRITTEN REPRIMANDS**

Between Ramsey County, Minnesota and the American Federation of State, County & Municipal Employees (AFSCME) Council 5, representing AFSCME Locals 8 (General County), 151 (Community Human Services), 151 (Licensed Practical Nurses), 151 (Workforce Solutions), 707 (Lake Owasso Residence), 1076 (Ramsey County Care Center), 1935 (Parks & Recreation), and 2599 (Public Health Registered Nurses), (collectively "the Union").

This Memorandum of Agreement is in effect from January 1, 2009 to December 31, 2011. It is a trial for both parties to see how the concepts work in practice. It sunsets at the end of the agreement, but may be renewed if both parties agree.

- The Union and Management may agree to a time limit for retention of a specific written reprimand in the employee's personnel file.
- The request to limit retention must occur within ten (10) work days or be a result of settling a grievance.
- The written reprimand will be removed when the retention period has expired and the employee requests its removal in writing.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR AFSCME COUNCIL 5

**Memorandum of Agreement
Vacation Request Process**

Ramsey County and AFSCME Local 1935 agree to a program regarding the semi annual vacation request process. The following process will take place and will be evaluated by the County and the Union after each year. If both the County and the Union agree to continue the process, then this agreement shall remain in effect during the life of this contract. Either the County or the Union can sunset the agreement at any time with notice to the other party.

- The Parks and Recreation Department will identify the number of vacation requests that will be considered per day.
- The Parks and Recreation Department shall make meeting rooms available for each division where employees record their vacation requests.
- This process will take place during the second week in February for vacations April 1 – September 30.
- This process will take place during the second week in July for vacations October 1 – March 31
- The union President will gather the vacation requests and present them to the Director of Administration.
- Employees will be notified of the approval or disapproval within two weeks of receiving the requests from the union President.
- It is understood that job assignments will be posted prior to beginning the vacation request process.
- It is understood that opening dates of the arenas will be unknown at the time of submitting vacation requests.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

**Letter of Understanding
Mobility for Career Development Series**

Ramsey County and AFSCME Council 5 agree to the following, with respect to employee mobility for career development series:

If an employee obtains a position in a career development series job class with similar steps and salary ranges to the classification from which the employee is exiting, they will:

- Be placed at the level in the series that is consistent with their qualifications.
- Employees earning a salary at a higher rate than the career development level they are placed at shall be held at their current salary grade and step until such time that their qualifications, job class, and salary are consistent.
- When the employee meets minimum qualifications of the level of the title they are placed in, they hold on their salary grade and step shall be released and the employee may move through the salary steps at the normal progression.
- No promotional steps shall be given at the time the salary is unfrozen.
- The employees last merit date shall be set to the date that the employee meets the minimum qualifications of the level of the job they are in. (Credit of time accrual for determining future merit increases will start at the time the employee's salary grade and step is no longer being held.)
- Employees held at a salary step shall continue to receive all negotiated general wage adjustments.
- For the purpose of this agreement, "similar" means ranges that are within the percentage used as the mobility corridor.
- This agreement shall be effective January 1, 2009 – December 31, 2011.

IN WITNESS WHEREOF, The undersigned have caused this Letter of Understanding to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

**MEMORANDUM OF AGREEMENT
JOB BIDDING**

This memorandum is entered into between the County of Ramsey and AFSCME Council 14, Local 1935 (Parks and Recreation).

WHEREAS, The parties have entered into a collective bargaining agreement effective January 1, 2003; and

WHEREAS, The parties have mutually agreed to follow a process during semi-annual bidding as described in this Memorandum of Agreement; Now, Therefore, Be It

RESOLVED; That the following process will be followed:

- Employees will be notified in writing of available job assignments for the upcoming season for which they will be allowed to submit three (3) bids.
- Employees will submit three (3) bids in writing to the Director of Administration or designee on forms provided by the employer.
- Copies of the bids will be provided to the Local 1935 President or designee.
- The employer will prepare a list of work assignments, taking into consideration the bids submitted by each employee.
- The employer will invite the Local 1935 President, or designee, to discuss the assignments and explain the rationale for those assignments.
- Employees who have submitted three (3) bids and who will not receive any of their choices for work assignment will have the opportunity to submit a fourth choice of assignment.
- The work assignments will be posted at the work locations.
- Employees who have questions regarding their assignment may schedule an appointment with the Director of Administration, or designee, through the Local 1935 President.
- Refer to the following Articles in the Collective Bargaining Agreement Between Ramsey County and AFSCME Council 14, Local 1935 (Parks and Recreation) for specific bidding language: Article 16.1, Subdivision 2; Article 16.1, Subdivision 8; Letter of Understanding, dated April 2, 1986, as attached to the Agreement.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 14

**MEMORANDUM OF AGREEMENT
NO DUAL CLASS**

During the term of the collective bargaining agreement between the parties, effective January 1, 2003, the Ramsey County Parks & Recreation Department will not employ any bargaining unit employees in a dual class.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 14

**LETTER OF UNDERSTANDING
10 HOUR LAYOVER WAIVER**

The members of Local 1935, AFSCME Council 5, AFL-CIO, hereby waive the provision in Article 6.3, which requires a minimum of 10 hours between scheduled work days during a normal work week. The purpose of the waiver is to accommodate the holiday schedule for Christmas Eve and New Year's Eve.

Employees working in the public ice arenas who are scheduled to work the late shift on December 23 and December 30, and then the early shift on December 24 and December 31, shall be paid at straight time even though there may not be 10 hours between scheduled work days. The purpose of this waiver is to allow employees to complete their shift earlier in the day and to allow employees to work an entire shift without using leave time. This waiver will also remain in effect through the term of the contract which begins January 1, 2009.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

**MEMORANDUM OF AGREEMENT
MAINTENANCE & OPERATIONS WORKERS**

This Memorandum is entered into between the County of Ramsey and AFSCME Council 14, Local 1935 (Parks & Recreation).

WHEREAS, The parties have entered into a collective bargaining agreement effective January 1, 2003, And

WHEREAS, The parties have mutually agreed to place selected provisions of that agreement in a Memorandum of Agreement, because they are all part of an interrelated package, Now, Therefore, Be It

RESOLVED, When Maintenance & Operations Worker 2 positions are vacated, they will be filled with Maintenance & Operations Worker 1 working out of class as Maintenance & Operations Worker 2, (lead worker) positions at a ratio of not less than one lead worker to four Maintenance & Operations Worker 1's within the department during the summer season. When a lead worker is required for a particular project or situation, Maintenance & Operations Worker 1's will be assigned as lead workers and will be paid as described in this Memorandum of Agreement. It is understood that the employer will not assign replacement lead workers to positions in the operation of the ice arenas [modifies Article 6.2], And, Be It Further

RESOLVED, Employees assigned to work for two (2) or more consecutive days in a higher classification will be paid at the higher rate for the entire period worked in the assigned higher classification. The employer shall consider seniority at the work location and the employee's ability and capacity to perform the job in making the assignment of employees to a higher classification [modified in Article 6.5, effective 1/1/03], And, Be It Further

RESOLVED, The salary grade for Parks & Recreation Aide 1 will increase from Grade 2 to Grade 3 in Schedule 09. The salary grade for Parks & Recreation Aide 2 will increase from Grade 4 to Grade 5 in Schedule 09. The salary grade for Maintenance & Operations Worker 1 will increase from Grade 1 to Grade 2 in Schedule 23. A 3 year and a 7 year step increase will be added to all salary grades in Schedule 23 using the current range of rates, as shown on the attached salary schedule, and no employee employed as of 1/1/2000 will suffer a loss in pay as a result of these changes [modified in Article 13.3, effective 1/1/03], And, Be It Further

RESOLVED, Employees who have completed seven (7) years of continuous service shall be eligible for step increases based on their total years of continuous service with the employer [modifies Article 13.4], And, Be It Further

RESOLVED, When an employee takes a voluntary reduction to a previously held classification, their seniority date will be based on the seniority achieved in that previous classification [modifies Article 16.1 (3)], And, Be It Further

RESOLVED, That when employees exercise their seniority rights to previously held classifications as described in Article 16.1(6) of the collective bargaining agreement, their seniority in the previously held classification shall be based on total length of service within the department [modifies Article 16.1(6)], And, Be It Further

RESOLVED, That where the provisions of this Memorandum of Agreement conflict with the provisions of the Collective Bargaining Agreement between Ramsey County and AFSCME Council 14, Local 1935, this Memorandum of Agreement will supercede conflicting Collective Bargaining Agreement provisions.

Ramsey County

AFSCME Council 14, Local 1935
(Parks & Recreation)

FOR RAMSEY COUNTY

FOR AFSCME COUNCIL 14

**LETTER OF UNDERSTANDING
SUMMER ASSIGNMENTS**

- 1) By February 1st each year the employer shall inform employees of available summer assignments by posting them at the work sites.

- 2) By February 15th each year, the employee shall request their assignment in writing.

- 3) During the week of March 1st assignments shall be posted by the employer.

- 4) Implementation may be by April 1st, weather permitting.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 14

-----Original Message-----

From: Johnson, John
Sent: Thursday, May 11, 2006 12:55 PM
To: Hilliker, Bob
Cc: Finley, Kevin
Subject: Night Differential payment during paid time off.

For the 2006 through 2008 Local 1935 collective bargaining agreement, the following language was added, regarding payment of night differential:

“Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves”

This addition refers to the language in night differential that states,

“Any full-time employee or part-time employee receiving pro rata benefits, who works on a shift beginning earlier than 6 a.m., or ending later than 6. p.m., shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. If an employee is assigned by the employer to start an afternoon shift early, then night differential will be paid for the entire shift if the employee works four (4) or more hours after 5:00 p.m. The night differential shall be paid as additional compensation equivalent to 6% of the six (6) month rate established for the classifications in the bargaining unit.”

There was initial disagreement about how the added language regarding payment during paid leaves applied to employees of the Park and Recreation department. County management initially understood this to apply only to employees who worked “straight nights”, in other words, to employees whose regular schedule had them working each shift in their schedule during a time period that qualified for night differential pay. The Union understood this language to also apply to employees whose regular schedule included some days, which do not qualify for the differential, and some nights or evenings that did qualify for the differential. After reviewing practices applying this language in other County departments, under other AFSCME contracts with the language, the County agrees that employees who work a regular assigned schedule that includes some shifts that qualify for the differential and some that do not, will receive the differential during paid leaves, on the same basis they would receive it while working. This means that if an employee takes a day off on a day when their regular assigned shift would not qualify for the differential they will not receive it, but if they take paid leave on a day when their regular assigned shift would qualify for the differential they would receive it.

If an employee is asked to work, or volunteers to work, or trades with another employee to work, a shift that qualifies for differential, that is not part of their regular assigned schedule, and then calls in sick for that shift, they would not receive the differential. The shift must be part of the employee’s regular assigned schedule in order for this added contract provision to apply.