

LABOR AGREEMENT

BETWEEN

COUNTY OF RAMSEY

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT

EMPLOYEES UNION, LOCAL #320

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement to be effective as of January 1, 2009, between the County of Ramsey, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto:
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union through this Agreement shall continue their dedication to the highest quality service and protection to the County of Ramsey. Both parties recognize this Agreement as a pledge of this dedication.

**LOCAL #320 COMMUNITY CORRECTIONS WORKERS
2009-2011 INDEX**

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ARTICLE 2 RECOGNITION

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

Community Corrections Worker 1
Community Corrections Worker 2
Community Corrections Worker 3

2.2 In the event that any new or different classification(s) not listed in Article 2.1 is established and such classification or title is not within the bargaining unit previously agreed upon by the parties, then the Union shall nevertheless be the sole representative of said employee, the employee shall be included within the terms and conditions of this Agreement, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement as of the date such classification or title was established; provided the new or different classification or title as of the date of its establishment involves functions substantially similar in their nature, character and scope to those performed in whole or in part by an existing classification or classifications which are now a part of the bargaining unit as listed in 2.1 of this Agreement.

2.3 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.

ARTICLE 3 UNION SECURITY

- 3.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the representative by the first of the succeeding month, after such deductions are made.
- 3.2 Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union. Upon notification by the Union, the employer shall check off said fee from the earnings of the employee and transmit the same to the Union. This provision shall remain operative only so long as specifically provided by Minnesota Law and is otherwise legal.
- 3.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.
- 3.4 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 Employer 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.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct all the affairs of the department, including but not limited to, directing the working force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the Employer in emergencies.

ARTICLE 6 WORK SCHEDULES - PREMIUM PAY

- 6.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 6.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the department head.
- 6.3 The normal work schedule shall be five (5) eight (8) hour days on duty followed by two (2) days off duty. Other work schedules may be authorized to accommodate the services performed by the department. Employees assigned to the Court House will work the hours established for all County Court House employees.
- 6.4 All full-time employees required to work on Saturday as part of a regular schedule shall be compensated at the rate of thirty cents (\$.30) per hour for each hour worked effective 4/1/09. All full-time employees required to work on Sunday shall be compensated at the rate of thirty five cents (\$.35) per hour for each hour worked effective 4/1/09. 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 five (5) hours of the period worked fall on the day for which the additional compensation is being paid.
- 6.5 Any full-time employee as part of a regular schedule 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. The night differential shall be paid as additional compensation equivalent to six and one-half percent (6-1/2%) of Step A in the salary range established for the employee's classification in the bargaining unit. Effective April 1, 1997, employees working on a continual night shift arrangement shall be paid this differential during all paid leaves.
- 6.6 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.
- 6.7 Mileage allowance. When a County-owned vehicle is not available and an employee is required to use his or her personal automobile the County shall reimburse the employee at the rate of two dollars and seventy-five cents (\$2.75) each day plus the mileage reimbursement rate established by the IRS. When a County-owned vehicle is offered and declined by the employee, the mileage rate shall be five cents (\$.05) per mile less than the rate in effect at that time.

The cents per mile shall be the maximum allowed by the Internal Revenue Service. Employees are required to have a minimum of \$100,000-\$300,000 insurance coverage. In the event that the Ramsey County Board of Commissioners provides a County-wide mileage rate that exceeds that provided under this Agreement, that higher rate shall apply to the bargaining unit.

ARTICLE 7 HOLIDAYS

7.1 Employees for whom a legal holiday is a scheduled day of work shall be paid at their regular rate of pay for work performed on the legal holiday and be granted an alternate day off. Employees who are required to work at least five (5) hours on Christmas Day or New Year's Day shall be credited for twenty-four (24) hours. No other overtime or differential pay shall be earned when this provision is in effect.

7.2 Holidays are defined as:

New Years' Day	January 1st
Martin Luther King's Birthday	The third Monday in January
Washington and Lincoln's Birthday	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4th
Labor Day	The first Monday in September
Veterans' Day	November 11th
Thanksgiving Day	The fourth Thursday in November
Thanksgiving Friday	The Friday after Thanksgiving
Christmas Day	December 25th
Floating Holiday	Two days each year

Employees shall be eligible for holiday pay provided they are on paid status on the day before and the day after the holiday.

7.3 When New Year's Day, Independence Day, Christmas Day or Veterans' Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Christmas Day or Veteran's Day falls on Saturday, the preceding day shall be a holiday. Every employee with permanent or probationary status shall be eligible for "floating holidays" on the following basis:

1. Permanent or probationary employees shall be entitled to up to sixteen (16) 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 16 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 16 hours of floating holiday would be .61536 per pay period
5. Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.
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

ARTICLE 7 HOLIDAYS (Continued)

consecutive pay periods for unpaid union leave.

- 7.4 The Employer shall schedule for calendar holidays worked a day off at a time mutually agreeable to the employee and the department head within thirty (30) days of the holiday. Floating holidays shall be taken during the calendar year earned at a time mutually agreeable to the employee and the employee's department head.
- 7.5 Institution employees assigned to work the shift of six (6) days on and three (3) days off shall not be granted holidays. Employees on this shift who work on Christmas Day or New Year's Day will be credited for sixteen (16) hours.

ARTICLE 8 SICK LEAVE

- 8.1 Sick leave with pay shall be earned by eligible employees at the rate of 4.6154 hours per 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.
- 8.2 Permanent employees may accumulate the unused portion of paid sick leave without any maximum restrictions.
- 8.3 Sick leave with pay may be used by the employee as needed for mental or physical illness, injury, dental care and medical care. The employee will notify his/her supervisor when absent under this Article.
- 8.4 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 injured employee during the remaining period of pregnancy and until such time as the employee is certified able to return to work by her attending physician.
- 8.5 Accumulated sick leave with pay may be used as follows:
- (1) Up to five (5) days leave per employee per year may be used for the serious illness of the employee's spouse, or serious illness of the employee's parents, spouse's parents, or a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.
 - (2) 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.
 - (3) An employee may utilize sick leave for the care of the employee's sick or injured child, or a child regularly residing in the employee's immediate household, in accordance with Minnesota Statutes.
- 8.6 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 purpose of this section shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, step parents and step children and shall include parents and siblings of the employee's spouse 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.

ARTICLE 8 SICK LEAVE (Continued)

8.7 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 January-March, April-June, July-September and October-December.

8.8 A permanent or probationary employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted a 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 the 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 that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving worker's compensation. Existence and extent of illness or disability must be verified by a written statement from an appropriate medical authority when requested by the department head or designee, or the Human Resources Department.

A permanent or probationary employee who is granted a leave of absence without pay for illness or disability shall be accorded an unqualified right to be reinstated to:

- (1) The employee's former position in the department if the absence is for sixty (60) calendar days or less, or
- (2) A position in the department in the classification held at the time the leave started, if the absence is longer than sixty (60) calendar days, except in either case when all positions in such class have been abolished.

If all positions in the classification in the department have been filled, in order to accommodate a person who returns to work after illness, the employee with the least amount of seniority in the department in the classification shall vacate that position subject to any eligibility for transfer or reduction that the employee may have acquired.

An employee must present a physician's statement attesting to his or her fitness to return to work if requested by the appointing officer or the Director of Human Resources.

8.9 Permanent and 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 shall upon written request to the Director of Human Resources accompanied by a physician's certificate acceptable to the Director of 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 theretofore accumulated by them. Said sick leave shall be granted in an

ARTICLE 8 SICK LEAVE (Continued)

amount equal to and not exceeding the difference between any Workers' Compensation payments and eighty percent (80%) of an employee's normal daily wage, except as described in the next paragraph.

An employee working with clients, residents, or inmates of Ramsey County, who in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the employer, incurs a disabling injury stemming from the aggressive and or intentional and overt act or consequences of such act of a client, resident or inmate, shall receive compensation in an amount equal to the difference between the employee's base pay rate and benefits paid under worker's compensation, if any, for a period not to exceed one-hundred thirty (130) calendar days.

If recovery is not complete by the end of the period described in paragraph (1) employees may use their own accumulated sick leave to make up the difference between any workers' compensation payment made and 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 rule.

To determine the number of days' sick leave, vacation or overtime, to be charged against such employee's accumulated credits under the provisions of this section, the total additional amount paid shall be divided by the employee's normal daily wage and shall be computed to the nearest one-quarter (1/4) day.

In no event shall this section be construed or operate to permit an employee to receive wage and Workers' Compensation benefits exceeding 80% of the employee's normal daily wage, except as described in paragraph (2) of Article 8.9.

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

- 8.10 Should illness occur while an employee is on vacation, the period of illness may be charged to sick leave and the charge to vacation reduced accordingly. An employee requesting such a change may be required to submit a written statement from a physician attesting to the illness and the period of disability.

ARTICLE 9 VACATION

- 9.1 Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period. Choice shall be by classification. Seniority shall prevail among those submitting requests prior to April 1 of each year for the one year period beginning May 1 that same year.
- 9.2 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation used shall be reduced one work day.
- 9.3 Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation accumulated at the time of separation.
- 9.4 Employees with an accumulation of sick leave credits in excess of one hundred eighty (180) days, 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.
- 9.5 Each eligible employee 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>Yearly Accrual in Hours</u>	<u>Maximum Accrual</u>
Less than 4 years	4.6154	120	240
At least 4 years, but less than 15 years	6.1538	160	320
At least 15 years, but Less than 23 years	6.4615	168	336
23 years or more	7.6923	200	400

- 9.6 Vacation may be accumulated to a maximum of twice the annual vacation earning rate of the employee.
- 9.7 Effective 1/1/06 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.
- 9.8 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

ARTICLE 9 VACATION (Continued)

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 10 SEPARATION PAY

10.1 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 one hundred (100) 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 five (5) 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) Employees with five (5) years of service will be paid one-half (1/2) of all unused accumulated sick leave hours based on their accumulated sick leave hours at the time of separation up to the following maximums:

Employees with at least 100 hours sick leave and less than 480 hours -	\$ 5,000
Employees with at least 480 hours sick leave and less than 850 hours-	\$10,000
Employees with at least 850 hours sick leave and less than 1,000 hours-	\$11,000
Employees with at least 1,000 hours sick leave and less than 1,150 hours-	\$12,000
Employees with at least 1,150 hours sick leave and less than 1,300 hours-	\$13,000
Employees with at least 1,300 hours sick leave and less than 1,450 hours-	\$14,000
Employees with at least 1,450 hours sick leave and less than 1,600 hours -	\$15,000
Employees with 1,600 hours or more -	\$16,000

Effective 1/1/07 employees with at least 1,600 hours and less than 1,750 hours sick leave will be eligible for \$16,000; employees with 1,750 or more hours sick leave will be eligible for \$17,000. Effective 1/1/08 employees with at least 1,750 hours and less than 1,900 hours sick leave will be eligible for \$17,000; employees with 1,900 or more hours sick leave will be eligible for \$18,000.

ARTICLE 10 SEPARATION PAY (Continued)

10.2 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.

ARTICLE 11 LEAVES OF ABSENCE

- 11.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after thirty (30) days' service with the Employer.
- 11.2 Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Director of Community Corrections 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 Director of Community Corrections or designee, and it shall be in writing.
- 11.3 A request for a leave shall be answered within ten (10) work days.
- 11.4 In addition to accruing seniority while on any leave of absence granted under the provisions of the Agreement, employees shall be returned to the classification they held at the time the leave of absence was requested.
- 11.5 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; any hours not on jury duty shall be worked.
- 11.6 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.
- 11.7 Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union be granted a leave of absence.
- 11.8 Maternity. Maternity leaves not to exceed six (6) months shall be granted at the request of the employee.
- 11.9 Education leaves may be granted for a period not to exceed two (2) years, in a program relevant to the employee's work. Upon completion of leave the employee shall return to a position appropriate to his/her classification.
- 11.10 Any 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 shall not be eligible for paid sick leave during the period of leave.
- 11.11 Family and Medical Leave. Employees who have worked for at least twelve (12) months and who have been employed for at least 1,250 hours in the previous (12) twelve months may take up to twelve (12) weeks for the following reasons [as provided in the Federal Family and Medical Leave Act (FMLA)]:

ARTICLE 11 LEAVES OF ABSENCE (Continued)

- a. Birth of the employee's child. (Also see 11.8)
- b. Placement of a child with the employee for adoption or foster care.
- c. To care for the employee's spouse, child or parent who has a serious health condition.
- d. A serious health condition that makes the employee unable to perform his or her job.

The twelve (12) week leave under (a) or (b) shall not be taken intermittently or on a reduced leave schedule without the consent of the employee's department. The twelve (12) week leave may be taken on an intermittent or reduced basis with appropriate medical evidence under (c) or (d).

This leave shall be unpaid except that the employee may substitute paid sick leave as provided for, and under the limitations described in Article 8 (Sick Leave), floating holidays or paid vacation if available.

"Child" under this section shall be defined as "son or daughter" as defined in the FMLA. This definition is: a biological, adopted or foster child, a step child, 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.

The department may require the employee to exhaust all paid leave prior to using unpaid leave. In no case shall the department be required to allow the employee to take a combination of paid and unpaid leave greater than twelve (12) weeks in any year under the FMLA.

Insurance coverage will continue while an employee is on an FMLA leave as provided in Federal Law. Seniority under Article 12 will continue to accrue while an employee is on unpaid FMLA leave.

- 11.12 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 a 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 11.11 will count against time allowed under Article 11.12.

ARTICLE 12 SENIORITY

- 12.1 Total seniority shall be the length of continuous full-time employment with the Employer and shall be used solely for the purposes of determining vacation and sick leave accrual and salary step.
- 12.2 Classification seniority shall be the continuous length of time in a particular classification series and in all higher classifications within the bargaining unit.
- 12.3 A reduction of work force will be accomplished on the basis of departmental seniority.
- 12.4 An employee being laid off retains departmental seniority in each of the bargaining unit classes in which he/she had worked. He/she may choose demotion instead of lay off if a lower level vacancy exists or if there are employees with less departmental seniority in a formerly held class. An employee refusing either of these options may choose to be considered to have the status of a laid off employee for purposes of Article 10.
- 12.5 Probation period. Employees entering the bargaining unit shall serve a one (1) year probationary period. Employees with permanent status who promote within the bargaining unit shall serve a three (3) month probationary period. Salary increases shall not be impacted by length of probation and such increases shall be as provided in previously negotiated salary schedules. The seniority date shall be the date of hire.
- 12.6 Seniority Lists. Each January the Employer shall post a seniority list showing the continuous service of each employee by classification. A copy of the seniority list shall be furnished to the Union when it is posted.
- 12.7 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employer returns to work within one year, it will be at the same seniority held at the time of separation.
- 12.8 Supervisory employees shall be permitted to exercise their seniority rights to bargaining unit classifications previously held. Such employees must have worked in such classifications within the department. Bargaining unit seniority established upon such reduction shall be based on the total time worked in bargaining unit classifications. No bargaining unit employee shall be laid off as a result of the application of this section.

ARTICLE 13 WORK FORCE

13.1 When vacancies occur within a division of the Department of Community Corrections, notices of such vacancies shall be posted at all units. Within a five (5) work day time period of the posting, all employees currently working at a position requiring the same qualifications, shall apply in writing setting forth his/her qualifications and reasons for transfer. All qualified, permanent, non-intermittent applicants shall be given an appointment for an interview with management staff of the unit involved. A recommendation which takes seniority into account, along with qualifications and other factors, shall then be forwarded to the Department Director or designee for final approval or disapproval. If approved, transfer is made as soon as possible since unit heads concerned are involved in procedure. If disapproved the unsuccessful applicant shall be given notice of the reason(s) for disapproval if the employee requests such notice in writing. If no permanent, non-intermittent employee is selected as a result of this process, qualified permanent intermittent employees will then be considered following the same process as for non-intermittent employees who have applied for the transfer. To be considered, intermittent employees must have worked for the employer within the previous year, from the date of their application for the transfer. The recommendation and final decision cannot be grieved.

13.2 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 provided all probationary and temporary employees are laid off first. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

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 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.

13.3 Employees displaced by the elimination of jobs through consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of

ARTICLE 13 WORK FORCE (Continued)

existing facilities, the development of new facilities or for any other reason, shall be permitted to exercise their seniority rights to any other job in the same classification in the service of the Employer, or to any classification previously held.

- 13.4 Assignment of Community Corrections Workers to dorms (Boys' Totem Town) - When openings occur in the Community Corrections Worker positions, new staff will be assigned to the vacant position within the dormitory. Staff may request to be transferred from one dormitory to another. These requests will be considered at the time an opening occurs or in July of each year. The decision for assignment of dormitory staff will be by discussion and consensus of the assistant superintendent and treatment director. Final approval will be made by the superintendent. Notification of any reassignments will be made by July 31st of each year.

Bidding on rotating shift - Community Corrections Workers (Boys' Totem Town) - From August 1st to August 15th each year, (commencing August 1, 1979) the Community Corrections Workers assigned to a dormitory may bid on the position within each dorm that rotates days and afternoons. This bidding will be within a dormitory only and not across dormitories. The bidding will be by seniority within the bargaining units. The shift reassignments will be effective September 1st of each year.

ARTICLE 14 PART-TIME EMPLOYEES

- 14.1 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 twenty-four (24) hours in each pay period worked on a three (3) day on, six (6) day off schedule, or work not less than thirty-two (32) hours in each pay period worked on all other schedules, as opposed to being subject to call or to work when available. Part-time employees shall be eligible for the County pro rata insurance program if such employees work not less than forty (40) hours per pay period or the equivalent. 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 toward health and dental premiums at the same rate as full-time employees.
- 14.2 Part-time employees shall be paid an hourly rate computed by dividing the full-time annual rate for which they would be eligible by 2,080 hours.

ARTICLE 15 INSURANCE

15.1 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

ARTICLE 15 INSURANCE (Continued)

changes will not be implemented for the members of the bargaining unit unless legally required.

15.2 **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 must elect in writing prior to 11/1/06 whether they will 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 is a one time, irrevocable decision. Employees who do *not* make an election in writing prior to 11/1/06, will be 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 will begin contributing 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 1/1/08, or the 1st full pay period following the employee's five (5) year employment anniversary date, whichever is later. 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 1/1/08, or the 1st full pay period following the employee's ten (10) year employment anniversary date, whichever is later. 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 1/1/08, or the 1st full pay period following the employee's fifteen (15) year employment anniversary date, whichever is later.

ARTICLE 15 INSURANCE (Continued)

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.

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.

Effective the 1st full pay period following 7/1/06, all new employees hired since 1/1/06 will begin contributing 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.

ARTICLE 15 INSURANCE (Continued)

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.

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.

- 15.3 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.
- 15.4 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.

ARTICLE 16 OVERTIME - INSTITUTIONAL EMPLOYEES

- 16.1 Employees will be compensated for overtime in accordance with the Federal Fair Labor Standards Act and applicable Minnesota Statutes. Changes of shifts do not qualify an employee for overtime under this Article unless the change results in eligibility for overtime under the first sentence of Article 16.1.
- 16.2 For the purpose of computing overtime earned, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 16.3 Overtime will be calculated to the nearest thirty (30) minutes.
- 16.4 Overtime accumulation shall be taken as compensatory time off at the discretion of the Employer.
- 16.5 Employees must not accumulate more than forty (40) hours overtime during one (1) six (6) month period. When staffing permits, overtime will be liquidated under the following procedure:
- (1) Compensatory time will be offered to employees with over forty (40) hours accumulated time.
 - (2) Supervisors will order liquidation of overtime in excess of forty (40) hours on twenty-four (24) hour notice to the employee.
 - (6) Liquidation of compensatory time will be scheduled four (4) days in advance for those employees with forty (40) hours or less accumulated overtime.
 - (4) Compensatory time will be assigned upon an employee's request when staffing is available and the request will not interfere with the orderly operation of the department.

ARTICLE 17 WAGES

- 17.1 Wage Schedules. Employees shall be compensated in accordance with the wage schedules attached to this Agreement. Effective January 1, 2009, the July 1, 2008 salary rates shall be increased by 3%. Effective January 1, 2010 the January 1, 2009 salary rates shall be increased by 2%. Effective March 1, 2011 the January 1, 2010 salary rates shall be increased by 1.99%. All general salary increases will be effective the first full pay period following the effective date.
- 17.2 Changes in salary shall be effective on the date of eligibility.
- 17.3 Upon promotion from the 1 level to the 2 level, and from the 2 level to the 3 level, the following salary setting procedure will be followed:
- a. On promotion, an employee's new salary will be set at that rate in their new salary range next above that rate equal to or closest to being equal to their current rate.
 - b. If on promotion an employee has five (5), ten (10) or fifteen (15) years of continuous County service, the employee will receive credit on promotion of one (1) salary step for each of their five (5), ten (10), and fifteen (15) years of service after the rate is set as provided in Paragraph a. above.
- 17.4 After having met all qualifications, experience and testing requirements for promotion, an employee will be promoted to the Community Corrections Worker 2 classification within thirty (30) days after eligibility.
- 17.5 After having met all qualifications, experience and testing requirements for promotion, an employee will be promoted to the Community Corrections Worker 3 classification within thirty (30) days after eligibility, subject to approval of the Director of Community Corrections.
- 17.6 Grievances relating to this Article shall be initiated by the Union in Step #3 of the grievance procedure under Article 20.
- 17.7 Employees assigned temporarily to a position in a higher classification for a period exceeding five (5) consecutive work days shall be paid for the entire period at the rate appropriate to the assignment.
- 17.8 The Employer will provide a matching contribution to deferred compensation of \$20.00 per month per contributing employee effective July 1, 2009. Deferred compensation contribution will be pro-rated for part-time employees.

ARTICLE 18 DISCIPLINE

- 18.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Reduction;
 - e) Discharge.
- 18.2 Suspension, reductions and discharges will be in written form.
- 18.3 Written reprimands, to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and notices of suspension and discharge.
- 18.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 18.5 Discharges will be preceded by a five (5) day suspension without pay.
- 18.6 An employee will not be questioned concerning disciplinary action which may be taken against that employee unless the employee has been given an opportunity to have a union representative present at such questioning.
- 18.7 Choice of Remedy - An employee with a contract-related grievance must select either the appropriate procedure provided in the Personnel Law and Rules or the grievance procedure provided by this contract. In no instances will an employee be permitted to seek a remedy under both provisions for the same grievance.

ARTICLE 19 CONSTITUTIONAL PROTECTION

19.1 Employees shall have the rights granted to all citizens by the United States and the Minnesota State Constitutions.

ARTICLE 20 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

20.1 Definition of a 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.

20.2 Union Representatives -

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors.

20.3 Processing of a Grievance -

It is recognized and accepted by the Union and the Employer 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 and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

20.4 Procedure -

Grievances, as defined by Section 20.1, shall be resolved in conformance with the following procedure:

STEP 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer designated representative shall

ARTICLE 20 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3. If appealed, the written grievance shall be presented by the Union and discussed with the employer-designated Step 3 representative. The employer-designated representative shall give the Union the employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

20.5 Arbitrator's Authority -

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. 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 binding on both the Employer and the Union and 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.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the employer and the Union providing 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.

ARTICLE 20 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

20.6 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 extension thereof, it shall be considered settled on the basis of the employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the employer and the Union in each step.

ARTICLE 21 GENERAL PROVISIONS

- 21.1 Neither the Union nor the County shall discriminate against any employee because of Union membership or non-membership nor because of age, race, creed, sex, color, religious belief, disability, political belief or sexual orientation.
- 21.2 Union Bulletin Boards. The employer agrees to furnish and maintain suitable bulletin boards in convenient places. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards.
- 21.3 The Union may designate certain employees from the bargaining unit to act as stewards 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 stewards.

The County agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

- (1) There shall be no more than one (1) steward and one (1) alternate and/or eight (8) committee members designated at any one time.
 - (2) Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances and negotiations.
 - (3) Non-employee representatives of the Union shall be permitted to come on the premises of the County for the purpose of investigating and discussing grievances if they first notify the Director of Community Corrections or his/her designee and provided the Union representative does not interfere with the work of the employees.
- 21.4 Work Rules. The Employer shall have the right to establish reasonable work rules which shall be equitably and uniformly applied. Prior to the effective date, any work rules shall be posted on all bulletin boards for a period of ten (10) consecutive work days. In addition copies shall be furnished to the Union, and when effective, all existing work rules shall be furnished to all employees. New employees shall be furnished a copy of all work rules when hired. Any complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of a new or existing rule, shall be resolved through discussion by the parties.
- 21.5 All in-service training shall be at the expense of the Employer.
- 21.6 Contracting and Sub-contracting of Public Work. During the term of this Agreement, the Employer shall not contract-out or sub-contract any public work performed by employees covered by this Agreement which would result in a layoff.

ARTICLE 21 GENERAL PROVISIONS (Continued)

- 21.7 Any subject matter submitted by the Employer to the employee's personnel file which could be detrimental to the employee's future promotion, transfer, present or future employment shall be served upon the employee in writing. Such matters shall be a proper subject for the grievance procedure.
- 21.8 All employees subject to this contract shall be eligible for the County tuition refund program.
- 21.9 Employees subject to the terms and conditions of this contract will be protected through the County's general indemnification program for all employees as provided under Resolution #9-1811 by the Ramsey County Board of Commissioners.
- 21.10 Weather Days. Under extreme weather conditions, if the County Manager or designee closes a facility or department and employees are told by radio not to report for work, such days shall be with pay. These additional days with pay shall be granted to employees scheduled to work and those that would have normally reported for work. Payment for such days shall be limited to two days per calendar year.
- 21.11 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 relevance 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 seven hundred fifty dollars (\$750) 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 22 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 22.1 This Agreement shall represent the complete Agreement between the Union and the County.
- 22.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 22.3 Savings Clause. Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof.

ARTICLE 23 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2009 to December 31, 2011, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by September 1st prior to the anniversary date that it desires to modify or terminate this Agreement. In witness thereof the parties have caused this Agreement to be executed this ____ day of _____, 20__.

WITNESSES:

RAMSEY COUNTY

Chair, Ramsey County Board of Commissioners

Ramsey County Manager

Approved as to form this
____ day of _____
20__.

Assistant County Attorney

MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION, LOCAL #320

MEMORANDUM OF AGREEMENT

This Memorandum is entered into between the County of Ramsey and Teamsters Local 320 (Community Corrections Worker Unit).

WHEREAS, The parties have entered into a Collective Bargaining Agreement effective 1/1/06;

The Employer will post temporary assignments expected to last a minimum of six (6) months.

Employees will have five (5) days from posting to indicate their interest in the temporary assignments.

The Employer will retain full management discretion to select an employee for the temporary assignment based on the Employer's assessment of the best interest of the Department

The Employer's decision cannot be grieved.

This agreement will terminate at the end of the contract period, December 31, 2008.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed this ____ day of _____,2006.

FOR THE COUNTY OF RAMSEY

FOR TEAMSTERS LOCAL 320
(Community Corrections Worker Unit)

MEMORANDUM OF AGREEMENT

This Memorandum is entered into between the County of Ramsey and Teamsters Local 320 (Community Corrections Worker Unit).

WHEREAS, The parties have entered into a Collective Bargaining Agreement effective 1/1/97; and

WHEREAS, The parties have agreed to allow employees to use vacation in advance of accrual subject to certain restrictions;

NOW, THEREFORE, the parties agree as follows:

1. Vacation hours advanced under this Memorandum must be used, they cannot be put into the employee's accrued balance.
2. Vacation hours advanced are subject to the same approval provisions as other vacation hours.
3. Vacation hours advanced to an employee must immediately be 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 this is not possible, the employee will be required to refund the remaining dollar value to the County.
4. An employee may not have more than 40 vacation hours advanced to him/her at any time.
5. Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Articles 9.5, 9.6 and 9.7 continue to apply.
6. 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.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed this ____ day of _____, 1997.

FOR THE COUNTY OF RAMSEY

FOR TEAMSTERS LOCAL 320
(Community Corrections Worker Unit)

MEMORANDUM of AGREEMENT

Ramsey County
And
Teamsters Local 320 (Community Corrections Workers)

Ramsey County (County) and Teamsters Local 320 (Community Corrections Workers), agree to the following, effective on the date this agreement is signed by both parties, as indicated on this document, or January 1, 2004, whichever is later, provided that all bargaining units representing Ramsey County employees have entered into this same memorandum of agreement.

1. 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 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.
2. An employee with a paid sick leave bank of 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.
3. 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.
4. If the employee does not return from unpaid medical leave, the time retained in the employees sick leave bank will be lost to the employee, such that the employee will receive no compensation for the retained sick leave.
5. In any other circumstances except those described in items 1 through 4 of this memorandum of agreement, employees will continue to be required to use all paid sick leave prior to going on an unpaid medical leave of absence.

For the Bargaining Unit

For the Employer

An authorized representative

An authorized representative

Date

Date

**MEMORANDUM OF AGREEMENT
POST TERMINATION HEALTH CARE SAVINGS PLAN**

Ramsey County will establish and administer a Post Termination Health Care Savings Plan (HCSP) for the bargaining unit. During the term of this agreement, bargaining unit members will contribute one hundred percent (100%) of Separation Pay, as described in Article 10 of the Teamsters Local 320 (Community Corrections Worker) Agreement, to the HCSP.

This Agreement shall be effective for members terminating employment with Ramsey County on or after August 1, 2008 and continue through the duration of the Collective Bargaining Agreement that becomes effective on January 1, 2009.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 2008.

FOR THE COUNTY OF RAMSEY

FOR TEAMSTERS LOCAL 320

