

LABOR AGREEMENT
BETWEEN
COUNTY OF RAMSEY
and
LAW ENFORCEMENT LABOR SERVICES
EMPLOYEES UNION, LOCAL 353

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into as of August 11, 2009, between the County of Ramsey, hereinafter called the Employer, and Law Enforcement Labor Services, Local 353, 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 #353 – EMERGENCY COMMUNICATIONS SHIFT SUPERVISOR
INDEX – 2009-2011**

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APPENDIX

#353 (EC Shift Supervisor)

ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under the Public Employment Labor Relations Act of 1971 as amended, for all personnel in the following job classifications:
- Emergency Communications Shift Supervisor
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The Employer 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.
- 2.4 Neither the Union nor the employer shall discriminate against any employee because of Union membership or non-membership, nor because of age, color, creed, handicap, national origin, parental or marital status, political belief, race, religious, sexual or affectional preference, sex, receiving public assistance or social services, or because of a previous emotional or mental disturbance. Sexual harassment shall be considered discrimination under this Article.

ARTICLE 3 DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services Union, Local 353.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services Union, Local 353, in the bargaining unit to which this contract applies.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 COUNTY: County of Ramsey.
- 3.5 EMPLOYER: County of Ramsey.
- 3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services Union, Local 353.
- 3.7 DEPARTMENT: The department in which a bargaining unit member is employed.
- 3.8 DEPARTMENT HEAD: Director of Emergency Communications.

ARTICLE 4 EMPLOYER SECURITY

4.1 Neither the union, its officers or agents, will engage in, encourage, sanction, support or suggest 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 of 1971 as amended. In the event of a violation of this Article, the Union shall join with the employer to 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 full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act of 1971, as amended.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 The Employer retains the sole right to operate and manage all staff, facilities and equipment in accordance with applicable laws and regulations of appropriate authorities.
- 5.2 Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6 UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of Union notice(s) and announcement(s).
- 6.4 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.
- 6.5 The Employer agrees that on the Employer's premises and without loss of pay the Union stewards shall be allowed to post official union notices of the designated representatives; transmit communications authorized by the Union or its officers under the terms of this contract; consult with the Employer, his/her representative, Union officers or the Union representative concerning the enforcement of any provisions of this Agreement, so long as such action does not interfere with regular Employer duties.
- 6.6 Stewards are authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a steward because of the performance of such duties.

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 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.

7.2 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 when so designated as provided by 6.2 of this Agreement.

7.3 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.

7.4 Procedure

Grievances, as defined by Section 7.1 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 give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

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 Minnesota Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with Minnesota Statutes Section 179A.21, Subdivision 2, or by another method mutually agreeable to the parties.

7.5 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, which ever 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 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.

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

7.6 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 8 SAVINGS CLAUSE

8.1 This Agreement is subject to the laws of the United States and the State of Minnesota. 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. The voided provision(s) may be re-negotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 9 SENIORITY

- 9.1 The Human Resources Department shall establish seniority lists for all permanent employees in the bargaining unit. Said lists shall be posted in appropriate locations. A seniority roster shall be maintained by the employer on the basis of total length of compensated employment by classification.
- 9.2 The employer shall post a seniority list on February 1st. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employee shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before any new employee is hired.
- 9.4 Assignment of EC Shift Supervisors will be at the discretion of the employer. In assigning employees to work shifts and schedules, the business needs of the employer shall be the primary consideration. Employee preference and seniority shall be considered thereafter.

ARTICLE 10 DISCIPLINE

- 10.1 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.
- 10.2 Suspensions, reductions and discharges will be in written form.
- 10.3 Written reprimands, to become part of an employee's personnel file shall be read and acknowledged by signature of the employee.
- 10.4 Written reprimands shall be removed from an employee's personnel file after four (4) years if not part of a continuing record.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 Discharges will be preceded by five (5) day suspension without pay.
- 10.7 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.8 Grievances under this article shall be initiated by the union at step one of the grievance procedure under Article 7, unless the employer and the union mutually agree to begin at a higher step in the grievance procedure.
- 10.9 Choice of Remedy - An Employee with a contract related grievance must select either the appropriate non-bargaining procedure 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.

ARTICLE 11 CONSTITUTIONAL PROTECTION

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

ARTICLE 12 OVERTIME

- 12.1 Employees will be compensated at one and one-half (1-1/2) times for hours' worked in excess of the employee's regularly scheduled shift at the direction of the department head. Changes of shifts do not qualify an employee for overtime under this Article. Employees scheduled days off shall not be changed without five (5) days notice or overtime will result.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 For the purpose of computing overtime earned, overtime hours' worked shall not be pyramided, compounded or computed twice for the same hours' worked.
- 12.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.5 Employees may elect, on a pay period by pay period basis, whether to be paid for overtime earned in the pay period or to bank the overtime as compensatory time. Once an employee has banked overtime as compensatory time, the employee may not elect payment for the overtime banked, except as provided in Article 12.7. Overtime paid in cash under the terms of this section shall be deducted from the total budgeted amount available to compensate for overtime as provided in Article 12.7.
- 12.6 When staffing permits, overtime will be liquidated under the following procedures:
- (1) Supervisors may order liquidation of overtime in excess of eighty (80) hours on twenty-four (24) hours notice to the employee.
 - (2) Liquidation of compensatory time for those employees with eighty (80) hours or less accumulated overtime will be scheduled by the department only at a time agreeable to the employee.
- 12.7 Payment shall be made semi-annually on June 15 and December 15. To be eligible, all employees must request overtime payment by May 1 and November 1, and payment will thereafter be made in equal distribution to all employees requesting payment.

ARTICLE 13 CALL BACK TIME, AND ON-CALL PAY

- 13.1 An employee who is required to appear in court during scheduled off-duty time shall receive a minimum of four (4) hours. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimums.
- 13.2 In an emergency situation, an employee who is called to duty during scheduled off-duty time shall receive a minimum of four (4) hours' compensatory time off. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the four (4) hour minimum.
- 13.3 An employee assigned temporarily to a position in a higher classification shall have their pay determined in the same manner as if promoted. This differential shall be earned if assigned for four (4) hours or more.
- 13.4 Any employee who is directed to remain on call for a designated period of time shall receive compensatory time at the rate of one-half (1/2) for each hour on call. On call shall mean remaining accessible to a telephone in order to respond immediately to call back for active duty. Employees shall receive a minimum of two (2) hours' compensatory time when placed on call back status.

ARTICLE 14 HOLIDAYS

14.1 Only those employees who work five (5) days on duty and two (2) days off, 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.

14.2 Holidays are defined as:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Washington and Lincoln's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	The Friday After Thanksgiving
Christmas Day	December 25th
Floating Holiday	Two (2) days each year to be granted with the approval of the department head.

14.3 When New Year's Day, Independence Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day or Christmas Day falls on Saturday, the preceding day shall be a holiday. Only those employees who work five (5) days on and two (2) days off, with permanent status shall be eligible for "floating holidays" on the following basis:

- (1) One-half (1/2) day after full-time employment for at least two (2) months but less than six (6) months.
- (2) One (1) day after full-time employment for at least six (6) months but less than twelve (12) months.
- (3) Two (2) days after full-time employment for (1) year or more.

Every employee wishing to take "floating holidays" must request permission of the department head at least five (5) days prior to the holiday.

Maintain current floating holiday accrual method in 2006. Change current method to an accrual method as described below, effective 1/1/07, provided all Ramsey County bargaining units agree to the same contract language.

- 1) Effective 1/1/07, update existing employee floating holiday bank with eligible hours under current contract language.
- 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. Maximum accrual will remain at 16 hours.

ARTICLE 14 HOLIDAYS (Continued)

- 4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accrual for a full pay period will be .61536.
 - 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 consecutive pay periods for unpaid union leave.
- 14.4 Employees eligible to receive holidays shall earn a total of twenty-four (24) hours' credit for work on Christmas Day and New Year's Day (triple time) and twenty (20) hours' credit for work on Thanksgiving Day (two and one-half [2-1/2] time) provided at least five (5) hours of the shift falls on the holiday. Employees who are on the four (4) days on duty and two (2) days off schedule, or six (6) days on duty and three (3) days off schedule, who work on Christmas Day shall receive four (4) hours of additional pay at the regular wage rate.
- 14.5 Employees who work a schedule other than five (5) days on and two (2) days off, (4) days on and two (2) days off, or six (6) days on and (3) days off, shall be credited with holiday benefits which shall be compensated by pay or compensatory time-off at the discretion of the department head, as follows:
- a) Employees for whom a holiday is a scheduled day of work, (excluding Christmas Day, New Year's Day, and Thanksgiving), shall be paid at their regular rate of pay for work performed on the holiday and be granted eight (8) hours holiday credit. Employees for whom a holiday is a scheduled day off shall be granted eight (8) hours holiday credit.
 - b) Employees who work on Christmas Day, December 25th, or New Year's Day, January 1st, shall be paid their regular rate of pay for hours worked and be credited with an additional two (2) times the hours worked provided at least five (5) hours of the shift falls on the holiday. Employees scheduled to work Thanksgiving shall be paid their normal rate of pay for hours worked and be credited with an additional one and one-half (1.5) times the hours worked provided at least five (5) hours of the shift falls on the holiday.
 - c) Employees who work a schedule other than five (5) days on and two (2) days off shall accrue floating holiday hours in accordance with Section 14.3.
 - d) Employees working two (2) eligible shifts, where at least five (5) hours of each shift falls on the same holiday, will not be entitled to double payment of the holiday credit.

ARTICLE 15 WORK SCHEDULES - PREMIUM PAY

- 15.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 15.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the department head.
- 15.3 The normal work year shall be two thousand eighty (2,080) hours for permanent full-time employees to be accounted for as follows:
- a) Scheduled hours of work
 - b) Authorized paid leave time
 - c) Training authorized by the Employer
- 15.4 All permanent full-time employees shall serve a one (1) year probationary period.
- 15.5 All full-time employees or part-time employees receiving pro rata benefits, required to work on Saturday as part of their regular schedule shall be compensated at the rate of fifty-five (\$.55) cents per hour for each hour worked. All full-time employees or part-time employees receiving pro rata benefits, required to work on Sunday as part of their regular schedule shall be compensated the rate of sixty (\$.60) cents per hour for each hour worked. Compensation under this section 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.
- 15.6 Any full-time employee 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 the first step in the salary range established for the classification in the bargaining unit. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves. Article 15.7 will apply beginning January 1, 1989 and continue for 1990.
- 15.7 Compensation shall not be paid more than once for the same hours worked under any provision of this Agreement.
- 15.8 Employees who have not completed their probationary period may be prohibited from bidding shifts.

ARTICLE 16 CLOTHING ALLOWANCE

- 16.1 Employees who are required to wear uniforms will receive an annual amount of three hundred twenty five dollars (\$325) as a clothing allowance for use in purchasing replacement of uniforms as required. For employees who receive this allowance but do not work a full calendar year, this amount will be adjusted on a pro rata basis. New employees will receive a pro-rated clothing allowance upon completion of probation.
- 16.2 Employees may submit claims to replace prosthetic appliances, personal effects or other property of the employee where such personal effect, prosthetic or other property are destroyed or damaged in the course of the employee's employment provided that recovery cannot be made under Workers' Compensation Laws.

ARTICLE 17 SICK LEAVE

- 17.1 Sick leave shall be earned by permanent full-time employees at the rate of one and one-fourth (1-1/4) working days for each full month of service. 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 consecutive pay periods.
- 17.2 Permanent employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 17.3 Sick leave may be authorized for actual illness or injury, legal quarantine, acute dental or medical treatment necessitating the employee's absence. Sick leave usage shall be subject to approval and verification by the department head or the Human Resources Department, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, or other information deemed necessary.
- 17.4 To be eligible for sick leave payment, an employee must notify the department head or designee one hour prior to the starting time of his/her 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.
- 17.5 Sick leave not to exceed five (5) days may be utilized 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, 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.
- 17.6 Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness of the employee's spouse, children or parents, or a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.
- An employee may use sick leave for absences due to an illness of or injury to the employee's minor child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms as the employee is able to use sick leave benefits for the employee's own illness or injury, in accordance with Minnesota Statutes.
- 17.7 Pregnant employees of Ramsey County shall be eligible for the use of paid and unpaid sick leave in the same manner as any other disabled or ill Ramsey County 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

ARTICLE 17 SICK LEAVE (Continued)

position. Such employee shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or disabled County employee during the remaining period of pregnancy until such time as the employee is certified able to return to work by her attending physician.

- 17.8 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.
- 17.9 An 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. When there are fewer than three 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 years, except that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving Workers' Compensation. Employees will return at the same seniority in the salary schedule. 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. An employee who is granted a leave of absence without pay for illness or disability shall have the right to be reinstated to a position in their department in the classification held at the time the leave started, prior to or at the end of the term of the leave. The Employer may require a report from an appropriate medical authority attesting to the employee's fitness to return to work before allowing the employee to return from unpaid sick leave.
- 17.10 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-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 amount equal to and not exceeding the difference between any Workers' Compensation payments and an 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.

ARTICLE 17 SICK LEAVE (Continued)

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.

In no event shall this section be construed or operate to permit an employee to receive wage and Workers' Compensation benefits exceeding the employee's normal daily wage.

- 17.11 a. Employees with an accumulation of sick leave credit in excess of 180 days (1440 hours) may convert the excess hours to vacation at the rate of sixteen (16) hours sick leave to eight (8) hours of vacation, not to exceed forty (40) hours in any calendar year. The vacation days must come under the maximum accumulation allowable under Section 19.2 (Accumulation of Vacation).
- b. 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 month period. The three (3) month periods are from January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31.
- 17.12 An employee whose paid sick leave is exhausted may be required to use that portion of their vacation accrual in excess of eighty (80) hours before being granted time off without pay.

ARTICLE 18 SEVERANCE PAY

18.1 Upon separation from the service by resignation, layoff, expiration of a leave of absence, or death, a permanent employee or his 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 sixty (60) days of accumulated sick leave to his/her 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 his/her separation, except that this section shall not apply to an employee whose cause of separation is death, or whose position has been abolished, or who was required to retire from the service under the provisions of the Compulsory Retirement Law, Laws of Minnesota 1981, Chapter 68, Section 38.
- (3) An employee whose position has been abolished shall have the option of waiting until his/her eligibility for reinstatement expires as provided elsewhere in the rules, before applying for severance pay.
- (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 severance pay until his employment is finally terminated.
- (5) That the rate of payment shall be based upon the regular daily salary of the employee, in his 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.
- (6) That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, his sick leave shall be calculated as though he/she were a new employee. No employee shall receive more than one (1) severance payment from the County.
- (7) That effective January 1, 2003, the following maximum severance payments will be made, based on sick leave hours accumulated at the time of resignation or retirement:

<u>Accumulated Sick Leave Hours at Time of Resignation or Retirement</u>	<u>Maximum Payment</u>
480 to less than 1,000	\$12,000
1,000 to less than 1,250	12,500
1,250 to less than 1,500	13,000
1,500 to less than 1,750	13,500
1,750 to less than 2,000	14,000
2,000 or more	14,500

ARTICLE 19 VACATIONS

- 19.1 All permanent full-time employees shall be eligible for vacation leave benefits except newly hired employees, who shall not be eligible to utilize vacation benefits during the first six (6) months of employment.
- 19.2 Each 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 4 years	4.6154	120 (15 days)	240 (30 days)
At least 4 years, but less than 15 years	6.1538	160 (20 days)	320 (40 days)
At least 15 years, but less than 23 years	6.4615	168 (21 days)	336 (42 days)
23 years or more	7.6923	200 (25 days)	400 (50 days)

- 19.3 Vacation choice will be by seniority within the employee's classification. Employees will bid vacation twice a year for the following six month periods; February through July, and August through January.
 - Prior to the annual vacation bid, if requested by the Union, the Employer and the Union shall meet and confer regarding the details of the bid process.
- 19.4 Vacation may be accumulated to twice the employee's annual accrual. Vacation accumulated in excess of this will be lost. 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.
- 19.5 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;
 - 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.

ARTICLE 19 VACATIONS (Continued)

- 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 Articles 19.2 and 19.4 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.

ARTICLE 20 EMPLOYEE BREAKS

20.1 Employees shall be allowed adequate time from work within each four (4) consecutive hours of work to use the nearest convenient restroom and/or a relief from work.

ARTICLE 21 INSURANCE

21.1 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

ARTICLE 21 INSURANCE (Continued)

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.

21.2 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

ARTICLE 21 INSURANCE (Continued)

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.

All new employees hired on or after 1/1/06 will 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.

ARTICLE 21 INSURANCE (Continued)

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.

- 21.3 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.

ARTICLE 22 LEGAL SERVICES

22.1 The County of Ramsey agrees to 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 23 EDUCATION

23.1 Any employee who, in order to improve his/her work performance, takes courses which have a direct relationship to his/her work, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by the department head and the Director of Human Resources. Factors upon which an employee's eligibility depends, includes the past work record of the employee; his/her service ratings; length of service; the relevancy of the course work to the employee's position; the status of the educational institution and availability of funds. If the employee leaves the County service within one (1) year after completion of a course taken under this rule, he/she must refund the amount paid by the County. Tuition payments shall be limited to one thousand (\$1,000) dollars annually per employee.

ARTICLE 24 SAFETY

24.1 Employer and employee shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates Federal and State safety standards, the matter shall be brought to the attention of the department head. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth herein.

ARTICLE 25 LEAVES OF ABSENCE

- 25.1 Employees shall be eligible for unpaid leaves of absence under this article after thirty (30) days' service with the Employer.
- 25.2 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. If approved by the employer, authorization for a leave of absence shall be furnished to the employee in writing
- 25.3 An employee who is granted a leave of absence without pay under this Article shall have the right to be reinstated to a position in their department in the classification held at the time the leave started, prior to or at the end of the term of the leave
- 25.4 Employees on leave of absence under this Article shall retain their classification seniority while on leave of absence. The time on leave will not count toward eligibility for salary increases or increases in vacation accrual.
- 25.5 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.
- 25.6 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 to jury duty.
- 25.7 Personal 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.
- 25.8 Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.
- 25.9 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 shall not be eligible for paid sick leave during the period of leave.
- 25.10 Educational leaves of absence may be granted for a maximum of two (2) years.
- 25.11 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 months may take up to twelve (12) weeks of leave for the following reasons: (as provided in the FMLA)
- a. Birth of the employee's child. (Also see 17.7 and 17.8)
 - 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.

ARTICLE 25 LEAVES OF ABSENCE (Continued)

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 17 (Sick Leave), floating holidays, accrued compensatory time, or paid vacation if available. "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.

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 9 will continue to accrue while an employee is on unpaid FMLA leave.

- 25.12 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 FMLA, except when doing so would result in a violation of the Family & Medical Leave Act. FMLA time taken under Article 25.11 will count against time allowed under Article 25.12.
- 25.13 The application of the provisions of Article 25.11 and 25.12 will run concurrently with all other applicable paid and unpaid leave provisions of this agreement, where they apply to the same circumstances as do Articles 25.11 and 25.12.

ARTICLE 26 WAGES

- 26.1 The monthly wage rates for each classification are contained in the Appendix.
- 26.2 Placement and progression through the salary range will follow the provisions of the Ramsey County Personnel Rules.
- 26.3 Step increases will become effective on the anniversary date of the employee's appointment to his/her classification.
- 26.4 The following general wage increases will be applied to the wage rates in effect on December 31, 2009:
- January 1, 2010 - Wages will be increased by 2%.
 - March 1, 2011 – Wages will be increased by 1.99%.
- All of these salary increases will be effective the first full pay period following the effective date.
- 26.5 The employer will provide a matching contribution of twenty (\$20.00) dollars per month toward Deferred Compensation per contributing employee effective June 1, 2010. This contribution will be pro-rated for part-time employees.

ARTICLE 27 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

27.1 This agreement shall represent the complete Agreement between the Union and the County.

27.2 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. Except as otherwise agreed to by the parties, 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.

ARTICLE 28 TERM OF AGREEMENT

This Agreement shall be in full force and effect from August 11, 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 June 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 _____.

WITNESSES:

RAMSEY COUNTY

Chair, Ramsey County Board of Commissioners

Ramsey County Manager

Approved as to form this day of

_____, 20____

Assistant County Attorney

LAW ENFORCEMENT LABOR SERVICES UNION
LOCAL 353

M E M O R A N D U M O F A G R E E M E N T
S H I F T B I D D I N G L A N G U A G E

In the event the St. Paul ECC Supervisors obtain shift bidding language by seniority in the 2010/2011 labor agreement between the City of St. Paul and the Police Federation, the employer agrees to meet and confer with the union regarding shift bidding and assignments for Ramsey County ECC Supervisors.

FOR THE EMPLOYER

FOR THE UNION

Authorized Representative Date

Authorized Representative Date

MEMORANDUM OF AGREEMENT

Effective the date of union ratification, Rasch, Norlander, Cardinal and Linn will be placed at Step 9 of the ECC Supervisor wage schedule. Their merit dates will reset to the date the increase is effective. No changes will be made to Kane's step level or merit date.

FOR THE EMPLOYER

FOR THE UNION

Authorized Representative Date

Authorized Representative Date