LABOR AGREEMENT

BETWEEN

COUNTY OF RAMSEY

and

LAW ENFORCEMENT LABOR SERVICES INC., LOCAL 322

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2015, between the County of Ramsey, hereinafter called the Employer, and Law Enforcement Labor Services Inc., Local 322, 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 #322 - DEPUTY SHERIFF
INDEX – ~~2012-2013-2014~~ 2015-2016-2017

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ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statute 179A et seq. as amended, for all personnel in the following job classification:

Deputy Sheriff

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, age, color, creed, handicap, national origin, parental or marital status, political belief, race, religion, sexual orientation, 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 Inc., Local 322.

3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Local 322 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 FISCAL AUTHORITY: County of Ramsey

3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services Union, Local 322.

3.7 APPOINTING AUTHORITY FOR MANAGEMENT RIGHTS: Sheriff or Chief Deputy.

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 Minnesota Statute 179A et seq., 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 Minnesota Statute 179A et seq., as amended.

ARTICLE 5 EMPLOYER AUTHORITY

5.1 The Employer retains the sole right to operate and manage all manpower, 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 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 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.

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, whichever is 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.

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 provisions shall be voided. All other provisions shall continue in full force and effect. The voided provisions may be renegotiated 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. All time served in a Sergeant classification or above shall count toward Deputy Sheriff Seniority.

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 Seniority shall prevail each January 30 and as vacancies occur for shift assignment except for cause. Shift openings shall be posted.

9.4 A reduction of work force will be accomplished on the basis of seniority. Employees 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.

9.5 Deputy Sheriffs shall not be transferred from one division of the Sheriff's Department to another division except where necessary for department-wide reorganizations, Deputy Sheriff staff reductions or for cause.

9.6 Deputy Sheriff requests for transfer between divisions will be honored on the basis of Deputy Sheriff seniority as vacancies occur except for cause which will be provided in writing.

9.7 Any vacancy will be posted in a conspicuous place in the buildings where employees of the bargaining unit report. Such notice of vacancy shall be posted for at least four (4) work days prior to filling.

9.8 Temporary assignment of Deputy Sheriffs for covert investigation or information gathering purposes is not subject to the bidding and vacancy posting provisions of this contract. When temporary assignments are made from one division to another the Sheriff may transfer, on a temporary basis, the least senior Deputy Sheriff from the division to which the temporary assignment is made in order to maintain proper division staffing. Any Deputy Sheriff so transferred will be immediately returned when the initial temporary assignment is completed.

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. Employees and the Union will receive a copy of such reprimands and notices of suspension and discharge.

10.4 Written reprimands shall be removed from an employee's personnel file after four (4) years if not part of a continuing record. Suspensions shall be removed after six (6) years if not a part of a continuous 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 a 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 relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

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 instances 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, in the following manner:

(1) Employees with more than one hundred (100) hours of accumulated overtime will be compensated in cash on a payroll to payroll basis.

(2) Employees with accumulated overtime of one hundred (100) hours or less will be compensated in time off at the choice of the employee with the approval of the employer.

(3) Effective December 1, 1999, employees with accumulated overtime of forty (40) hours or more may choose cash or time off. However, such employees may not accumulate more than one hundred (100) hours.

Changes of shifts do not qualify an employee for overtime under this Article.

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 Dog handlers shall be assigned an additional one-half (1/2) hour per day beyond their scheduled work day and up to an additional one hour on non-work days for the training, exercise and care of the dog. Such assignments shall be subject to the regulations of the Sheriff's Department. All assigned additional hours shall be compensated at the rate of one and one-half (1 and 1/2) times the employee's regular hourly rate.

ARTICLE 13 COURT TIME, CALL BACK TIME, AND ON-CALL PAY

13.1 An employee who is required to appear in court during his/her 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 minimum.

13.2 In an emergency situation, an employee who is called to duty during his/her 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 Employees on an off-duty day or vacation, who are called back to duty or are ordered or subpoenaed to give testimony about events arising out of action taken as a police officer shall be compensated for a minimum of four (4) hours.

13.4 Employees assigned temporarily to a vacant supervisory Sergeant position shall have their pay determined in the same manner as if promoted. This differential will be earned after one (1) hour in this assignment.

13.5 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.

13.6 Employees who have signed up to work Regions Hospital will receive one (1) hour of straight time to be compensated as pay or time off at the discretion of the employer, if they are cancelled two hours or less from the start of a shift they have volunteered for, effective upon County Board approval of the new contract.

ARTICLE 14 HOLIDAYS

14.1 Employees who work the shift of four (4) days on duty and two (2) days off shall not be granted holidays.

14.2 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.

14.3 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	Friday after Thanksgiving
Christmas Day	December 25th
Floating Holiday	Two (2) days each year to be granted with the approval of the department head.

14.4 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.

14.5 Every employee with permanent status shall be eligible for "floating holidays" on the following basis:

1) Full time permanent or probationary employees receive two (2) days (16 hours) as floating holidays at the beginning of each calendar year, except that for new hires floating holidays will accrue in the following manner:
   a. Employees hired between January and April will be credited with 2 floating holidays
   b. Employees hired between May and August will be credited with one floating holiday
   c. Employees hired between September and December will be credited with 0 floating holidays.

2) Part time permanent or probationary employees receive floating holiday accrual the beginning of each calendar year. The number of hours accrued are prorated based on their scheduled work hours. New part time employees will receive floating holiday hours on their first day of employment. The number of hours they receive will be prorated based on their scheduled work hours. New part-time permanent or probationary employees will accrue pro-rated floating holidays in the following manner:

ARTICLE 14 HOLIDAYS (Continued)

a. Employees hired between January and April will be credited with the appropriate pro-rate of 2 floating holidays

b. Employees hired between May and August will be credited with the appropriate pro-rate of one floating holiday

c. Employees hired between September and December will be credited with 0 floating holidays.

3) Employees who have worked less than six (6) months at the time of termination of their employment will not be paid for any accrued floating holidays.

4) The floating holiday pro-rate for employees who switch from a 4/2 schedule to a 5/2 schedule and vice versa is as follows:

a. If an employee changes from a 4/2 schedule to a 5/2 schedule, floating holidays will be pro-rated as follows:

January-April - 2 days
May-August - 1 day
September-December - 0 days

b. If an employee changes from a 5/2 schedule to a 4/2 schedule, floating holidays will be pro-rated as follows:

January-April - 0 days
May-August - 1 day
September-December - 2 days

If an employee changes schedules, the time they have already used beyond what the employee is eligible to carry over, will be deducted from their vacation balance.

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 (same dates as used for vacation max). 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 Locals that currently receive 16 hours of floating holiday would be .61536 per full 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 consecutive pay periods for unpaid union leave.

14.6 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 who work on Christmas Day shall receive four (4) hours of additional pay at the regular wage rate.

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 schedule shall be four (4) 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.

15.4 Effective January 1, 2009, 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 forty-five ($.45) cents per hour for each hour worked. All full-time employees or part-time employees receiving pro rata benefits, required to work on Sunday as part of their regular schedule shall be compensated at the rate of fifty ($.50) 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. These differentials will not be paid where such work constitutes overtime under the provisions of the agreement.

15.5 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.

15.6 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.

ARTICLE 16 CLOTHING ALLOWANCE

16.1 Each employee will receive in 2012, the amount of $780.00 as a clothing allowance for use in purchasing replacement of uniforms as required. Effective January 1, 2013 this amount will be $790.00 and effective January 1, 2014 it will be $800.00. Effective upon ratification by the Union and the County (6/2/09), the employer shall make an additional one-time contribution of ninety dollars ($90.00) to the employee's clothing allowance. For employees not working for a full calendar year, this amount will be adjusted on a prorata basis. Uniform allowance will be paid on January 1 of each year, subject to submission of claims by the employee. Effective January 1, 1997, a voucher system will be piloted in accordance with the terms of the executed Memorandum of Agreement between the County and the Union.

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 Worker's 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 (2) 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 the illness or injury, dental or medical treatment of the employee or the employee's minor child as defined in Minnesota Statutes. 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 prior to the starting time of the employee's 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 forty (40) hours 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, grandchildren, grandparents, or a person regularly residing in the employee's immediate household, and shall include parents and siblings of the employee's spouse or of a person 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 or serious injury of the employee's spouse, children, employee's parents, or a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.

17.7 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.

17.8 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.

17.9 An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted an unpaid leave of absence for a period not to exceed two (2) years. Employees will return at the same seniority in the salary schedule. When there are fewer than three (3) months between periods of leave of absence under this section for the same illness or accident, the periods of absence will be added together to determine the length of leave that may not exceed two (2) years, except that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving Workers' Compensation. Existence and extent of illness or disability must be verified by a written statement from an appropriate authority when requested by the department head or designee, or the Human Resources Department. 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 an unpaid sick leave.

17.10 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.

17.11 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.

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

17.13 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 1st to March 31st, April 1st to June 30th, July 1st to September 30th, and October 1st to December 31st.

17.14 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 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.

ARTICLE 18 SEPARATION PAY

18.1 Upon separation from the service by resignation, layoff, expiration of a leave of absence, or death, a permanent employee or his/her 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 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 their 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 their employment is finally terminated.

(5) That the rate of payment shall be based upon the regular daily salary of the employee, in his/her 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, 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, 2006 the following maximum severance payments will be made, based on sick leave hours accumulated at the time of resignation or retirement:

Accumulated Sick Leave Hours at Time of Resignation or Retirement	Maximum Payment
At least 480 hours sick leave and les than 850 hours -	$10,000
At least 850 hours sick leave and less than 1,000 hours -	$11,000
At least 1,000 hour sick leave and less than 1,150 hours -	$12,000
At least 1,150 hours sick leave and less than 1,300 hours -	$13,000
At least 1,300 hours sick leave and less than 1,450 hours -	$14,000
At least 1,450 hours sick leave and less than 1,600 hours -	$15,000
At least 1,600 hours sick leave and less than 1,750 hours -	$16,000
Employees with 1,750 hours or more sick leave -	$17,000

ARTICLE 19 VACATION

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:

Number of Years of Employment	Accrual in Hrs Per Pay Period	Yrly Accrual in Hours	Maximum Accrual
Less than 4 years	3.6923	96 (12 days)	192 (24 days)
At least 4 years, but less than 9 years	4.6154	120 (15 days)	240 (30 days)
At least 9 years, but less than 15 years	5.2308	136 (17 days)	272 (34 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 based on the seniority of the employee until March 15 of each calendar year. Vacation shall be bid by division, or platoon shift, where applicable.

19.4 Vacation schedules for sergeants shall be based on separate vacation schedules within the sergeant's classification.

19.5 Vacation may be accumulated to twice the employee's earning rate. Any vacation in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year, effective upon County Board approval of the new contract.

19.6 Employees with an accumulation of sick leave credits in excess of one hundred and 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.

ARTICLE 20 INSURANCE

20.1 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:

2015 – Employees shall continue to pay $55 for single coverage. For family coverage, the County shall pay 75% of the premium increase from 2014 to 2015 and the employee shall pay 25% of the increase.

2016 – Employees shall contribute $60 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2015 to 75% County/25% employee.

2017 – Employees shall contribute $60 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2016 to 2017 75% County/25% employee.

Changes will be effective on January 1 of each year.

(2) Dental Insurance:

2015 – Employees shall continue to pay the same amount for single or family coverage as in 2014.

2016 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

2017 – 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.

(4) 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%.

(5) Short-Term Disability:

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

The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care

Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

20.2 **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 twenty five dollars and twenty cents ($525.20) 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. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents ($530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents ($629.20) 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.

Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents ($733.20) 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 after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents ($738.40) per year.

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 twenty five dollars and twenty cents ($525.20) 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. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents ($530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents ($629.20) 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. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents ($733.20) 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 after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents ($738.40) per year.

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):

2015 - 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 $45.00 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 $100.00 per month.

2016 - 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 $50.00 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 $110.00 per month.

2017 - 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 $55.00 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 $120.00 per month.

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

20.3 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.

20.4 Employees who are regularly scheduled to work between sixty-four (64) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as fulltime employees. 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 toward insurance benefits.

ARTICLE 21 UNPAID LEAVES OF ABSENCE

21.1 Employees shall be eligible for unpaid leaves of absence under this Article after thirty (30) days' service with the Employer.

21.2 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

21.3 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

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.

21.9 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.

21.10 Educational leaves of absence may be granted for a maximum of two (2) years.

21.11 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.
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 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.

21.12 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 21.11 will count against time allowed under Article 21.12.

21.13 The application of the provisions of Article 21.11 and 21.12 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 21.11 and 21.12.

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 their work performance, takes courses which have a direct relationship to their 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 their department head and the Director of Human Resources. Facts upon which an employee's eligibility depends, include the past work record of the employee; their service ratings; length of service; the relevancy of the course work to the employee's position; the status of the educational institution and availability of funds. If the employee leaves the County service 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 seven hundred fifty dollars ($750) annually per employee. Effective January 1, 2016 tuition payments shall be limited to thirteen hundred dollars ($1,300) annually per employee.

23.2 Employees assigned to training and/or conference meetings by the department shall be refunded all expenses for attendance at such conferences or meetings. Training conferences and meetings attended in the seven-county metro area shall be subject to the provisions of this paragraph except that no compensation will be paid for the expense of meals or travel. Food and travel expenses for BCA police training shall be paid as provided by law.

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 immediately considered by the Employer. If such matter is not satisfactorily adjusted, it may become the subject to of a grievance and will be processed in accordance with the grievance procedure set forth herein.

ARTICLE 25 WAGES

25.1 The monthly wage rates for each classification are contained in the Appendix.

25.2 The five, ten, fifteen, and twenty year longevity rates are for total County service. Employees earning this seniority shall receive a one-step advancement on the anniversary date in addition to the normal one-year increment step.

Effective January 1, 2014, employees appointed above the minimum upon initial hire as Deputy Sheriff will receive the same credit given upon hire for their previous experience as a law enforcement officer in all future step increases. No Deputy shall be appointed above the five year step under this provision.

25.3 Step increases will become effective on the anniversary date of the employee's appointment to his/her classification.

25.4 New employees acquired through a County contract for service agreement shall receive full credit for prior continuous employment as a law enforcement officer in determining eligibility for payment at the five, ten, fifteen and twenty year salary rates. The seniority recognition shall apply only to salary rates.

25.5 Employees assigned as a Narcotics Investigator, or assigned to the Minnesota Gang Strike Force, the Apprehension/Intelligence Unit or the General Investigation Unit shall receive a premium payment of $100 per month in addition to regular compensation.

25.6 The following general wage increases will be applied to the wage rates in effect on December 31, 2014. January 1, 2015 wages will be increased by 1.2%

- The first day of the first full pay period after January 1, 2015, wages will be increased by 2%
- January 1, 2016 wages will be increased by 1%
- The first day of the first full pay period after January 1, 2016, wages will be increased by 2.5%
- January 1, 2017 wages will be increased by 1%
- The first day of the first full pay period after January 1, 2017, wages will be increased by 2.6%

Effective January 1, 2004, the fifteen (15) year step will increase 1%.

25.7 Field Training Officer (FTO) Compensation - Any full-time employee who is assigned as an FTO, where that training can result in the trainee becoming certified to work that particular Unit/Division and there is a formal evaluation tool used to rate work performance, shall be compensated at the rate of an additional three dollars ($3.00) per hour for actual hours worked while performing FTO duties beginning January 1, 1999.

25.8 Orientation Pay - Any full-time employee who is assigned a new hire deputy for the purpose of orienting them to a division or unit shall be compensated at the rate of one dollar and fifty cents ($1.50) per hour for actual hours worked during this orientation beginning January 1, 1999.

ARTICLE 25 WAGES (Continued)

25.9 Effective January 1, 2003, the employer will pay one hundred five dollars ($105) every three (3) years toward the POST License renewal fees for each Deputy.

25.10 Effective January 1, 2014 employees will receive an annual P.O.S.T. License premium in an amount equivalent to 0.25% of the five (5) year Deputy rate (0.25% of Step 6).

25.11 The Employer will provide a matching contribution to deferred compensation of $20.00 per month per contributing employee. Effective the first full pay period following January 1, 2014 the matching contribution will increase to $25.00 per month, per contributing employee. Contributions will be pro-rated for part-time employees.

25.12 Mileage and Parking - Employees will be reimbursed for work related mileage and parking as follows:

(1) Mileage Rates - The mileage rate shall be the maximum allowed by the Internal Revenue Service.

If the IRS rate should change during the term of the contract, the contract rate shall change also on the date specified by the IRS.

(2) Parking Plan - County employees will be designated by management as either "frequent" or "infrequent" drivers for parking reimbursement. Management designation as a "frequent" driver must be in writing.

"Frequent" Drivers - Employees designated by management as "frequent" drivers (those who are required to have their car available for County business at least 10 days per month) will receive the following reimbursement:

Work-Site Parking - Employees will either be provided with free parking by the employer or be reimbursed up to $80 per month in 2006, $84 per month in 2007, and $88 per month in 2008 for the actual cost of parking at their regular work site if they provide a receipt or other appropriate documentation designated by the employer. Effective 1/1/13 this reimbursement will increase to a maximum of $95 per month.

Other Parking - All necessary out-of-pocket parking expenses incurred while conducting County business away from the regular work site will be reimbursed in full with a receipt or other appropriate documentation up to a maximum of $65 per month in 2006, 2007 and 2008.

"Infrequent" Drivers - Employees designated by management as "infrequent" drivers (those who are required to have their car available for County business less than 10 days per month) will receive the following reimbursement:

Work Site Parking - Employees will be reimbursed all necessary daily parking expenses (documented by a receipt or other appropriate documentation) incurred at their regular work site when having their car available for County business. Reimbursement for work site

parking shall not exceed $80 per month in 2006, $84 per month in 2007, and $88 per month in 2008. Effective 1/1/13 this reimbursement will increase to a maximum of $95 per month. Other Parking - All necessary out-of-pocket parking expenses incurred while conducting County business away from the regular work site will be reimbursed in full with a receipt or other appropriate documentation up to a maximum of $65 per month in 2006, 2007 and 2008.

ARTICLE 26 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

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

26.2 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 27 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, ~~2012~~ 2015 to December 31, ~~2014~~ 2017, 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 19 day of July, 2016.

WITNESSES:

RAMSEY COUNTY

Victoria A. Reinhardt
Chair, Ramsey County Board of Commissioners

Julie Kleinschmidt
Ramsey County Manager

Approved as to form by:

Sheriff of Ramsey County

Assistant County Attorney

Date: 7/19/16

LAW ENFORCEMENT LABOR SERVICES INC., LOCAL 322

MEMORANDUM of AGREEMENT

Ramsey County
And
Law Enforcement Labor Services, Local 322 (Deputy Sheriffs)

Ramsey County (County) and Law Enforcement Labor Services, Local 322 (Deputy Sheriffs), agree to the following, effective on January 1, 2014:

1. An employee who 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 80 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 80 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 after satisfying the elimination period for either short-term or long-term disability, 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 employee's 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.

This Memorandum of Agreement replaces the previous Memorandum of Agreement dated June 3, 2004 that provided for retaining a sick leave bank of up to 40 hours.

For the Employer

An authorized representative

10-4-16
Date

For the Bargaining Unit

An authorized representative

9.20.16
Date

MEMORANDUM OF AGREEMENT

This Memorandum is entered into between the County of Ramsey and Law Enforcement Labor Services, Local 322 (Deputy Sheriff Unit).

WHEREAS, The parties have entered into a Collective Bargaining Agreement effective 1/1/2006; 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 19.2 and 19.5 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 20 day of Sept., 2016

FOR THE COUNTY OF RAMSEY

FOR LAW ENFORCEMENT LABOR SERVICES, LOCAL 322 (Deputy Sheriff Unit)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the County of Ramsey (hereafter "County") and Law Enforcement Labor Services, Local 322 (hereafter "Union") representing employees in the Deputy Sheriff Bargaining Unit.

WHEREAS, The County and the Union wish to continue a Uniform Voucher System for the application of Article 16, Clothing Allowance, of the Collective Bargaining Agreement; and

WHEREAS, The parties have negotiated changes to the Uniform Voucher System from the previous Agreement and will incorporate those changes into the system for this period.

NOW, THEREFORE, The parties hereby agree as follows:

1. Effective January 1, 2015, thru December 31, 2017, the County and the Union agree to continue the Voucher System which began in 1996 for the application of Article 16, Clothing Allowance.

2. The County and the Union agree that a Joint Labor/Management Committee comprised of three (3) representatives from Labor and three (3) representatives from Management will be established. The Committee will meet quarterly for the purpose of making recommendations to the Sheriff regarding changes to the Specified Uniform and Equipment list. This Committee will also make recommendations to the Sheriff on time lines for implementation of major uniform changes (pants, shirts, jackets only).

3. The County and the Union agree that uniform allowance for the period of this agreement will accrue annually and any unexpended balances will be carried over from year to year up to a maximum accrual of four (4) years.

4. Beginning January 1, 1998, one (1) weapon approved for off duty use by the Sheriff's Department, may be purchased by each deputy every seven (7) years with the Uniform allowance, not to exceed four hundred dollars ($400). The amount of the purchase will be deducted from that Deputy's current uniform allowance balance. Reimbursement slips may only be submitted on the first of each month to the Departmental Affairs Lieutenant.

5. New Deputies hired after January 1, 1997 will receive a pro rated allowance for the first year and will be advanced the second years' clothing allowance on the date of hire. If the newly hired Deputy is terminated or quits prior to the end of his/her second year of employment, the Deputy will pay back the pro rated portion of the Uniform Allowance that was advanced to him/her at the time of hire.

6. If the contracted vendor is unable to deliver requested uniform items within ten (10) working days from the Specified Uniform and Equipment list, the Deputy may purchase the item from an outside vendor and will be reimbursed for the purchased item. The amount of purchase will be deducted from the uniform voucher account. Reimbursement slips may only be submitted on the first of each month to the Departmental Affairs Lieutenant.

7. Special Purchases

   a. Police equipment that is not sold through the contract vendor, that is on the approved Specified Uniform and Equipment list (including inclement weather wear, i.e. thermal underwear, socks, boots, wind, rain and snow gear) may be purchased by the Deputy and slips submitted for reimbursement to the Departmental Affairs Lieutenant.

   b. Any police equipment not on the Specified Uniform and Equipment list, that is sold through the contract vendor, may be purchased by the Deputy with the written approval of their Division Undersheriff.

c. Special police equipment that is not sold through the contract vendor may also be purchased by the Specialty Unit Deputy with written approval of the appropriate Division Undersheriff.

d. In all cases where slips will be submitted for reimbursement, the written approval form will be submitted with the reimbursement slip and may only be submitted on the first of each month to the Departmental Affairs Lieutenant.

8. When a Deputy retires or leaves the employment of the County, that Deputy will receive the amount remaining on his/her uniform account, up to a maximum of four (4) years' uniform allowance accrual, but not to exceed two thousand-five hundred dollars ($2,500). Effective January 1, 2014, the Deputy will receive the amount remaining on his/her uniform account, up to a maximum of two (2) years' uniform allowance accrual, but not to exceed one thousand two hundred fifty dollars ($1,250). This payment will be in addition to any severance pay and other accrued benefits.

9. Deputies will be allowed to purchase one (1) watch per year, not to exceed $75.00 per year, from their Uniform Voucher Account. Reimbursement slips may only be submitted to the Departmental Affairs Lieutenant on the first of each month.

10. The current system of submitting reimbursement slips for plain clothes personnel will remain in effect.

11. The Uniform amounts for the contract period will be as in Article 16 of the agreement.

12. If the Sheriff decides to implement any major uniform changes (pants, shirts or jackets only), the joint Labor/Management uniform committee will be asked to make a recommendation to the Sheriff regarding the time line for implementation.

    a. If the time line for implementation does not extend beyond the current year the following years' uniform allowance will be advanced prior to the implementation of the major change.

13. This represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, The undersigned have caused this Memorandum of Agreement to be executed this 20 day of September, 2016.

FOR THE COUNTY OF RAMSEY

Rob Wodzicki

Matt Bastrom

FOR LAW ENFORCEMENT LABOR SERVICES, LOCAL NO. 322

Gary J. Pearl

[illegible]

MEMORANDUM OF AGREEMENT
Health Care Savings Plan

Ramsey County and LELS Local 322 (Deputy Sheriff Unit) agree to the following with regard to LELS Local 322 (Deputy Sheriff Unit) member participation in the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP):

- Ramsey County, LELS Local 322 (Deputy Sheriff Unit) and MSRS will cooperate in determining if LELS Local 322 (Deputy Sheriff Unit) members may participate in a Health Care Savings Plan under the MSRS. This determination will be subject to administrative and legal review by Ramsey County counsel, LELS Local 322 (Deputy Sheriff Unit) counsel, and any other reviews required by other governmental and non-governmental agencies; and

- If it is determined that the fund does not meet the acceptance of all the required reviewers (in paragraph one) Ramsey County will not establish and administer a payroll deduction for purposes of enrolling LELS Local 322 (Deputy Sheriff Unit) members in the HCSP under MSRS; but

- If it is determined that LELS Local 322 (Deputy Sheriff Unit) member participation in the HCSP meets the acceptance of all required reviewers (n paragraph one) Ramsey County will, at the request of LELS Local 322 (Deputy Sheriff Unit) establish and administer a payroll deduction for purposes of enrolling LELS Local 322 (Deputy Sheriff Unit) members in the HCSP under MSRS; and

- LELS Local 322 (Deputy Sheriff Unit) member contributions to the HCSP will be according to a schedule established by LELS Local 322 (Deputy Sheriff Unit) after consultation with representatives from MSRS; and

- Ramsey County shall deduct the authorized payroll amount from each members' wages or severance pay, and forward this amount to MSRS for investment in the HCSP; and

- It is understood that 100% employee participation and 100% payroll deduction authorization is required for any payroll or severance pay deductions to be made by Ramsey County; and

- It is understood that Ramsey County shall not provide any additional monetary contributions toward or above the employees' authorized payroll or severance pay deduction for the HCSP; and

- It is understood that payroll or severance pay deductions, if authorized, shall be made according to a schedule established by the Ramsey County Budgeting and Accounting Department; and,

- It is understood that enrollment of LELS Local 322 (Deputy Sheriff Unit) members in the MSRS HCSP as outlined in this Memorandum of Agreement shall be at a time that is practical and mutually agreed to by Ramsey County and LELS Local 322 (Deputy Sheriff Unit).

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 20 day of September, 2016.

FOR THE COUNTY OF RAMSEY

FOR LELS Local 322, Deputy Sheriff's

LELS #322 (Deputy Sheriff)

MEMORANDUM OF AGREEMENT

Ramsey County and Law Enforcement Labor Services, Local 322 (Deputy Sheriffs), agree to the following with regard to patrol employees assigned to the four (4) days on duty, working ten (10) hour shifts, and four (4) days off schedule rotation:

1. Employees shall not be granted holidays off.

2. Employees who work on Christmas Day shall receive five (5) hours of additional pay at the regular wage rate.

3. Employees will be required to work an additional 123 hours per calendar year. Under Section 12.1 of the labor agreement, all required time will be considered part of the employee's regular schedule and so excluded from overtime payments.

4. Elective training shall be counted toward required time at the discretion of the Employer.

5. All mandatory and Departmental directed training scheduled on a day off shall be counted toward required time.

6. Employees who fail to work all required time as mandated by the Department will have any deficit amount deducted from their vacation accrual balance at the end of the calendar year. In the event the employee does not have enough vacation balance to cover the deficit, the time will be deducted from future vacation accruals.

7. This agreement will remain in full force and effect until December 31, 2017. At that time the parties may agree to extend or modify the agreement or to incorporate it into the collective bargaining agreement.

For Ramsey County

Rebecca Wodziak, Labor Relations Manager

Matt Bostrom, Sheriff

For LELS Local 322, Deputy Sheriffs

Gary Pearl, President

Doug Haider, Vice President

Andy Masterman, Business Agent

MEMORANDUM of AGREEMENT
FULL-TIME COUNTY CONTRIBUTION STANDARD AND DETERMINING MEDICAL INSURANCE ELIGIBILITY FOR INTERMITTENT EMPLOYEES UNDER ACA

Ramsey County
And
LELS Local #322 (Deputy Sheriff)

In order to comply with the shared responsibility provisions of the Affordable Care Act (ACA) and to conform with the changes approved by the County Board for unrepresented employees (Resolution 2014-262), Ramsey County and LELS, Local 322 (Deputy Sheriff) agree to the following, effective January 1, 2015 through December 31, 2017:

6. Modify 20.4 of the labor agreement to change the full time County contribution standard for insurance for regularly scheduled part-time employees from 64-80 hours per pay period to 60-80 hours per pay period.

7. Modify 20.4 of the labor agreement to change the standard hours worked threshold to receive 2/3 of the County contribution for regularly scheduled part-time employees from at least 50% but less than 80% of full-time, to at least 50% but less than 75% of full-time.

8. As established by the County Board (Resolution 2014-262) there is an Initial Measurement period of 12 months (new hires), and Standard Measurement Period of 12 months (current employees) for Intermittent employees to determine if they meet the ACA full-time standard of at least 30 hours per week; an Administrative Period of not more than 60 days to assess hours worked during the measurement period and enroll those who qualify as full-time and choose to elect coverage; and a Stability Period with 12 months medical insurance for those who elect coverage, provided they remain employed with the County. The County will offer single/family medical insurance to Intermittent employees who meet the ACA full-time standard of at least 30 hours per week as provided in this agreement, with the same County contribution provided to Regular Permanent employees.

For the Employer

An authorized representative

10-4-16
Date

For the Bargaining Unit

An authorized representative

9-20-16
Date

LELS #322 (Deputy Sheriff)

Memorandum of Agreement

This Memorandum is made and entered into between Ramsey County (hereinafter "County" and Law Enforcement Labor Services, Local #322 (hereinafter "Union").

WHEREAS: the County and the Union have a collective bargaining agreement that allows eligible employees represented by the Union to participate in the Minnesota State retirement System (MSRS) Post Termination Health Care Savings Plan (HCSP) ; and,

WHEREAS: the County and the Union established an HCSP in 2006; and,

WHEREAS: in accordance with IRS regulations, HCSP's may be modified during the collective bargaining process;

NOW THEREFORE: the parties agree that the contributions to the HCSP for LELS Local #322 shall include the following for all eligible members of the bargaining unit who separate from employment:

- 100% of separation pay, as defined by Article 18 of the collective bargaining agreement

This Memorandum of Agreement shall be in effect from the first day of the first full pay period after the County board approval of this MOA, through December 31, 2017; and it may be renewed or modified by mutual agreement between the parties.

FOR LAW ENFORCEMENT LABOR SERVICES

FOR RAMSEY COUNTY

MEMORANDUM OF AGREEMENT

Ramsey County Sheriff's Department
Special Duty Assignment Agreement

WHEREAS, Law Enforcement Labor Services, Local 322 (Union) representing the Ramsey County Deputy Sheriffs and the Ramsey County Sheriff's Department (Management) recognize the need to fill "special duty" assignments with the best candidates and in an equitable manner; and,

WHEREAS, The parties have reached agreement on a process for selection of Deputy Sheriffs to serve in "special duty" assignments.

NOW THERFORE, It is mutually understood and agreed to as follows:

I. **Special Duty Assignments:** Special duty assignments are assignments to the following units. Candidates will be selected from the areas as designated:

Assignment	Selected From
1. SIU/Apprehension	Department-wide
2. Canine	PSSD/Patrol then Department-wide
3. Crime Lab	Department-wide
4. Crime Prevention	Department-wide
5. DARE	Department-wide
6. Firearms Instructor	Department-wide
7. CIU	PSSD/Patrol then Department-wide
8. Office of Information Services	Department-wide
9. VCET (Narcotics)	Department-wide
10. School Patrol	Department-wide
11. School Resource Officer	Department-wide
12. Electronic Crimes	Department-wide
13. Traffic Car	PSSD/Patrol then Department-wide
14. Training	Department-wide
15. VIPS	Department-wide
16. Water Patrol	PSSD/Patrol then Department-wide
17. Employee Assistance Program (EAP) Coordinator	Department-wide
18. Gun Permit Deputy	Department-wide
19. Civil Process Executions Deputy	Courts then Department-wide
20. Multi-agency Task Force (e.g. JTTF, Financial Crimes, DEA Narcotics, FBI/Marshals/DOC Fugitive)	Department-wide

The term limits for the above assignments will be determined by management. This assignment term will be included in the individual posting. In the case of a canine handler assignment, the established term may be extended to the working life of the dog.

A Deputy Sheriff that separates or will separate from a Special Duty Assignment shall be permitted to compete for another Special Duty Assignment pursuant to the terms of this agreement, or the Deputy shall be assigned to a divisional vacancy for which the Deputy is the most senior applicant, except that a canine handler shall return to PSSD/Patrol. General duty assignments will be any assignment not listed above. Nothing in this section shall modify the provisions under 9.6 of the contract.

II. Minimum Qualifications for a Special Duty Assignment.

Deputy Sheriff must have three years of service as a Ramsey County Deputy Sheriff in order to be eligible for a Special Duty Assignment. For assignments that are filled from a specific division, the Deputy must have served the previous six months in that division.

No Deputy Sheriff shall be eligible for assignment to the Canine Unit, Criminal Investigations Unit (CIU) or a Traffic Enforcement Unit unless that Deputy Sheriff has completed the patrol field training ("FTO") process and has three years of service in the Ramsey County Sheriff's Patrol/Public Safety Services Division.

Whenever possible, any appointment made pursuant to the special duty assignments contained in this agreement shall be contingent upon the successful completion of a patrol field training ("FTO") program.

III. Selection Process for Special Duty Assignments.

All special duty assignments will be posted department-wide. Interested candidates must submit a letter of interest, a resume, and a writing sample in a format specified by the employer, detailing their knowledge, skills and abilities relative to the vacancy. Qualified applicants shall be granted an interview for the vacancy. In addition to a minimum of 2 management selected members of the panel, one person selected by the Union shall also be present as an observer to the panel interview process. The Union shall be provided a list of all candidates granted an interview, no later than 7 days prior to the first interview.

The evaluation of the candidate's letter of interest, resume and writing sample shall be part of the interview process and factored into the candidates interview score. In addition to the interview, the rating process shall include the candidate's department seniority. The interview and evaluation of the letter of interest/resume/writing sample will count for 75% of the candidates score. Seniority will count for the remaining 25% of the candidate's score. Candidates with three completed years of service will receive 75 points. One additional point will be added for each additional year of completed service to a total of 100 possible points at 28 years of service. Upon completion of the scoring process, each candidate shall be notified in writing of their total score and ranking prior to final selection by the Sheriff or his designee.

For each Special Duty vacancy subject to thisagreement, the interview panel will forward, in ranked order, the top 3 candidates to the Sheriff for selection. The Sheriff may select any of the forwarded candidates. In the case where more than one vacancy will be filled from a particular selection process, the interview panel shall forward two additional names to the Sheriff for each vacancy beyond the first one.

The employer shall specify the length of the appointment in the vacancy announcement. No portion of this agreement shall be construed to prohibit multiple appointments of a Deputy Sheriff to any position subject to the terms of this agreement.

No employee shall be transferred from an appointment made subject to this agreement except for Deputy Sheriff staff reductions, reorganization, or for sufficient cause in accordance with Article 5 of the Collective Bargaining Agreement. The employer shall specify in writing the reason for transfer, and provide the same to the employee.

IV. Termination.

This agreement will remain in full force and effect until County Board approval of a successor to the 2015 -2017 collective bargaining agreement. At that time the parties may agree to extend or modify the agreement or to incorporate it into the collective bargaining agreement.

In witness thereof, the parties acknowledge that they have read the foregoing agreement and hereby affirm that they fully understand and agree to its term and application.

Sheriff's Office

Matt Bostrom, Sheriff Date

Law Enforcement Labor Services Local 322

9-26-16

Andy Masterman, Business Agent Date

9-26-16

Gary Pearl, President Date

Ramsey County Human Resources

Becky Wodziak Date
Labor Relations Manager

Law Enforcement Labor Services Local 322/Deputy Sheriffs Salary Plan

Service Requirements for Salary Step Advancement For Salary Plan 30

The Service Requirements for Salary Step Advancement For Employees on this Salary Plan are as follows:

Step Advancement		Service Requirements	
From	To	Full Time	Part Time
Step 01	Step 02	1 Year	2,080 Hours
Step 02	Step 03	1 Year	2,080 Hours
Step 03	Step 04	1 Year	2,080 Hours
Step 04	Step 05	1 Year	2,080 Hours
Step 05	Step 06	5 Years of total continuous County service	
Step 06	Step 07	10 Years of total continuous County service	
Step 07	Step 08	15 Years of total continuous County service	
Step 08	Step 09	20 Years of total continuous County service	

Salary progression on this plan IS SUBJECT to years of service (Longevity increases) for steps 06 - 09.

Effective 1/2/16

Grade		1	2	3	4	5	6	7	8	9	Night Diff
02	Annual	49,879.85	52,286.92	54,553.64	56,804.38	59,696.18	63,932.39	67,293.20	70,665.72	73,061.07	1.5600
	Monthly	4,156.65	4,357.24	4,546.14	4,733.70	4,974.68	5,327.70	5,607.77	5,888.81	6,088.42	
	Bi-weekly	1,918.46	2,011.04	2,098.22	2,184.78	2,296.01	2,458.94	2,588.20	2,717.91	2,810.04	
	Hourly	23.980695	25.137941	26.227713	27.309797	28.700084	30.736728	32.352498	33.973905	35.125513	

Grade		1	2	3	4	5	6	7	8	9	Night Diff
02	Annual	48,417.63	50,754.14	52,954.42	55,139.18	57,946.20	62,058.24	65,320.52	68,594.18	70,919.30	1.5200
	Monthly	4,034.80	4,229.51	4,412.87	4,594.93	4,828.85	5,171.52	5,443.38	5,716.18	5,909.94	
	Bi-weekly	1,862.22	1,952.08	2,036.71	2,120.74	2,228.70	2,386.86	2,512.33	2,638.24	2,727.67	
	Hourly	23.277708	24.401030	25.458856	26.509219	27.858750	29.835690	31.404095	32.977970	34.095819	

Grade		1	2	3	4	5	6	7	8	9	Night Diff
02	Annual	49,385.99	51,769.23	54,013.51	56,241.96	59,105.12	63,299.40	66,626.93	69,966.06	72,337.69	1.5500
	Monthly	4,115.50	4,314.10	4,501.13	4,686.83	4,925.43	5,274.95	5,552.24	5,830.51	6,028.14	
	Bi-weekly	1,899.46	1,991.12	2,077.44	2,163.15	2,273.27	2,434.59	2,562.57	2,691.00	2,782.22	
	Hourly	23.743262	24.889051	25.968033	27.039403	28.415925	30.432404	32.032176	33.637530	34.777736	