# LABOR AGREEMENT

# BETWEEN

# COUNTY OF RAMSEY

# and

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

## ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2016, between the County of Ramsey, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the Union.

It is the intent of this Agreement to:

1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;

1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

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

## LOCAL #320 DEPUTY SHERIFF-SERGEANTS
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## 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 classification:

Deputy Sheriff-Sergeant

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 Employee 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: The Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.

3.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320 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 the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.

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 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 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 wage 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 Employee 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 representative; 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 7.2, 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 Public Employment Relations Board.

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

9.6 Deputy Sheriff-Sergeant requests for transfer between divisions will be honored on the basis of Deputy Sheriff-Sergeant 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 Sheriff-Sergeant 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-Sergeant from the division to which the temporary assignment is made in order to maintain proper division staffing. Any Deputy Sheriff-Sergeant so transferred will be immediately returned to their division 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 files 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 at the grievance procedure under Article 7.

10.9 Choice of Remedy - An employee with a contract-related grievance must select either the appropriate procedure under the Ramsey County Personnel Act or Personnel Rules; or the grievance procedure provided by this contract. In no instances will an employee be permitted to seek a remedy under both provisions for the same grievance.

## ARTICLE 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 in time off at one and one-half (1-1/2) time 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) 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 The County shall pay each employee for all hours over eighty-four (84) as of April 30, 1997. This payment shall be made after ratification by both parties, based on June 15, 1997 salary rates.

## 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 four (4) hour minimum.

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 Employees on an off-duty day or vacation, or 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 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) time 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.

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

## 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 | 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. |

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

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

(1) Full-time permanent or probationary employees will receive two days (16 hours) as floating holidays at the beginning of each calendar year. New employees will receive floating holidays on their first day of employment.

(2) Part-time permanent or probationary employees receive floating holiday accrual at 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.

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.

**ARTICLE 14 HOLIDAYS** (Continued)

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 for employees currently at 16 hours.

4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accruals for Locals that currently receive 16 hours of floating holiday would be .61536 per pay period.

5) Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.

6) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.

7) No loss in accrual for full-time employees for up to 40 hours per pay period for no more than 2 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 fall on the holiday. Employees who are on the four (4) days on duty and two (2) days off schedule who work on Christmas Day will receive eight (8) hours of holiday reserve 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 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 upon ratification by both parties (May 5, 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 ($.40) cents per hour for each hour worked. All full-time employees or part-time employees receiving pro rata benefits, required to work on Sunday as part of their regular schedule shall be compensated at the rate of forty-five ($.45) 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.

15.4 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 were worked between the hours of 6 p.m. and 6 a.m. The night differential shall be adjusted each time the night differential is adjusted for the Deputy Sheriff classification. It shall be adjusted by the same percentage as the increase in differential to the Deputy Sheriff classification. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves.

15.5 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 Effective January 1,2009, each employee will receive the amount of seven hundred sixty dollars ($760) as a clothing allowance for use in purchasing replacement of uniforms as required. Effective January 1, 2010 this allowance will increase to seven hundred seventy dollars ($770) and effective January 1, 2011, this allowance will increase to seven hundred eighty dollars ($780). For employees not working for a full calendar year, this amount will be adjusted on a pro rata basis. Uniform allowance will be paid on January 1 each year.

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 for full-time employees will be based on actual hours on paid status in a pay period, except that 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.

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 a 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, grandchildren 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, except that this definition does not include aunts and uncles not regularly residing in the employee's immediate 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, child, employees' 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, be granted sick leave for each

work day up to a maximum of one-hundred and thirty (130) days for which Workers Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave theretofore accumulated by them. Said sick leave shall be granted in an 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 a 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 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 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 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 Article.

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 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/her 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, his/her 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) 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 |
|---|---|
| 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 |

Effective January 1, 2013, the following maximum severance payments will be made, based on sick leave hours accumulated at the time of resignation or retirement:

**ARTICLE 18 SEPARATION PAY** (Continued)

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

## 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 for full-time employees will be based on actual hours on paid status in a pay period, except that 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:

| Number of years of Employment | Accrual in Hrs. Per Pay Period | Yearly 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 Effective January 1, 2009, 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.

19.6 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 employees shall split the premium increase or decrease from 2015 to 2016 75% County/25% employee.

2017 – Employees shall contribute $60 for single coverage. For family coverage, the County and the employees 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 ~~2011~~ 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.

(2) Long-Term Disability:

The County will provide a basic long-term disability benefit providing 40% income replacement. Employees may buy an additional 20% income replacement at their own expense for a total of 60%.

(3) Short-Term Disability:

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

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

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

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 ($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 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 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 County Board Resolution 9-1811. Ramsey County shall defend, save harmless and indemnify each of its officers and employees, whether elective or appointive, against a tort claim or demand, whether groundless or otherwise, arising out of each alleged act or omission occurring in the performance of duty, except malfeasance in office or willful or wanton neglect of duty.

20.5 Employees who are regularly scheduled to work between sixty-four (64) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees. 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. (Also see 21.14 and 21.15.)
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 his/her 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 relevance of the course work to the employee's position; the status of the educational institution and availability of funds. The institution offering the course must be accredited. Approval will not be granted for a course if a substantial equivalent is offered through the County. 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 ($700) dollars 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 of a grievance and will be processed in accordance with the grievance procedure set forth herein.

## ARTICLE 25 WAGES

25.1 Monthly wage rates are contained in the Appendix.

25.2 The ten (10), fifteen (15), and twenty (20) year longevity rates are for total County service. Employees earning this seniority increment shall receive it on their anniversary date. Employees appointed above the minimum upon initial hire as Deputy Sheriff will, upon promotion to Sergeant, receive the same credit given upon hire for their previous experience as a law enforcement officer for purposes of salary progression. Employees promoted under this provision must have three (3) years of experience as a Deputy with the Sheriff's Department prior to promotion.

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 ten (10), fifteen (15), and twenty (20) year salary rate. This seniority recognition shall apply only to salary rates.

25.5 Employees assigned as a Narcotics Investigator to the Gang Strike Force, to the Apprehension and Intelligence Unit, or as the Sergeant assigned to administer the Uniform Patrol FTO Program, 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, 1.2% market wage increase
Effective the first full pay period after January 1, 2015, 2% general wage increase
January 1, 2016, 1% market wage increase
Effective the first full pay period after January 1, 2016, 2.5% general wage increase
January 1, 2017, 1% market adjustment
Effective the first full pay period after January 1, 2017, 2.6% general wage increase

25.7 In recognition of the additional skills and knowledge required to effectively perform in the role of Sergeant, the Sheriff's Department will set a aside an amount of $650 per year for each Sergeant to be used for job related education and training, under the County educational reimbursement plan. This will be allowed to accrue for up to 4 years, not to exceed $2,600. When a Sergeant retires, that Sergeant will receive any remaining amount in his/her education and training account, not to exceed $2,000. This payment will be in addition to any severance pay and other accrued benefits.

**ARTICLE 25 WAGES** (Continued)

25.8 Effective January 1, 2006, the Employer will pay up to $125.00 every three (3) years toward the license renewal fees for each Sergeant.

25.9 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 Employer will increase the matching contribution to deferred compensation to $25.00 per month per contributing employee. Contributions will be pro-rated for part-time employees.

## ARTICLE 26 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 day of July 19, 2016.

WITNESSES:

RAMSEY COUNTY

Victoria A. Reinhardt
Chair, Ramsey County Board of Commissioners

Julie Kleinschmidt
Ramsey County Manager

Sheriff of Ramsey County

Approved as to form by:

Assistant County Attorney

Date: 7/19/16

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

Oct 14 2016

Dec 19 2016

Dec 27, 2016

12/27/2016

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the County of Ramsey (hereafter "County") and Minnesota Teamsters Public and Law Enforcement Employees Union No. 320 (hereafter "Union") representing employees in the Deputy Sheriff Sergeant 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, 2003, thru December 31, 2005, the County and the Union agree to continue the Voucher System which began in 1996 for the application of Article 16, Clothing Allowance.

2. Effective December 31, 2005, in the event either the County or the Union choose to rescind this understanding regarding the implementation of a Voucher System, either party may serve written notice on the other party prior to December 31, 2005 of their desire to withdraw from the Voucher System and return to the current system as described in Article 16 of the Collective Bargaining Agreement.

3. 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).

4. 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.

   a. Any unexpended balances from 2002 will be carried over to 2003 as per above.

5. Beginning January 1, 1998, one (1) weapon approved for off duty use by the Sheriff's Department, may be purchased by each Sergeant 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 Sergeant's current uniform allowance balance. Reimbursement slips may only be submitted on the first of each month to the Departmental Affairs Lieutenant.

6. New Sergeants 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 Sergeant is terminated or quits prior to the end of his/her second year of employment, the Sergeant will pay back the pro rated portion of the Uniform Allowance that was advanced to him/her at the time of hire.

7. If the contracted vendor is unable to deliver requested uniform items within ten (10) working days from the Specified Uniform and Equipment list, the Sergeant 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.

8. 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 Sergeant 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 Sergeant 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 Sergeant 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.

9. When a Sergeant retires or leaves the employment of the County, that Sergeant 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). This payment will be in addition to any severance pay and other accrued benefits.

10. Sergeants 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.

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

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

13. 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.

14. 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 _____ day of _____, 20__.

**FOR THE COUNTY OF RAMSEY**

_____

_____

**FOR TEAMSTERS LOCAL NO. 320**

_____ Oct 14 2010

_____

**MEMORANDUM of AGREEMENT**

Ramsey County
And
Teamsters Local 320 (Deputy Sheriff-Sergeants)

Ramsey County (County) and Teamsters Local 320 (Deputy Sheriff-Sergeants), agree to the following, effective January 1, 2014:

1. An employee that has satisfied the elimination period for either short term or long term disability may, at the employee's option, retain a sick leave bank of up to 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 employees sick leave bank will be lost to the employee, such that the employee will receive no compensation for the retained sick leave.

5. In any other circumstances except those described in items 1 through 4 of this Memorandum of Agreement, employees will continue to be required to use all paid sick leave prior to going on an unpaid medical leave of absence.

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

Date

For the Bargaining Unit

Oct 14 2016

An authorized representative

10/14/2016

Date

**MEMORANDUM OF UNDERSTANDING**
**EDUCATION AND TRAINING FUNDS**

This Memorandum of Understanding is entered into between the County of Ramsey ("County") and Minnesota Teamsters Public and Law Enforcement Employees Union No. 320 ("Union") representing employees in the Deputy Sheriff-Sergeant Bargaining Unit.

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

WHEREAS, the parties agreed to include new language in Article 24.7 which provided that money be set aside for job related education and training for Deputy Sheriff-Sergeants in recognition of the additional skills and knowledge required to effectively perform in that role,

NOW, THEREFORE, the parties agree as follows:

1. Current practices in existence under Article 22 - Education remain in place and will not change.

2. The money set aside in Article 24.7 for education and training is in addition to money budgeted under Article 22.

3. Employees will not be required to use money set aside in Article 24.7 for education and training which is already provided under Article 22.

4. Use of money set aside in Article 24.7 for education and training will be used at the employees' option with department approval.

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

| FOR THE COUNTY OF RAMSEY | FOR TEAMSTERS LOCAL NO.320 |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**MEMORANDUM OF UNDERSTANDING**
**LABOR MANAGEMENT COMMITTEE**

This Memorandum of Understanding is entered into between the County of Ramsey ("County") and Minnesota Teamsters Public and Law Enforcement Employees Union No. 320 ("Union") representing employees in the Deputy Sheriff-Sergeant Bargaining Unit.

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

WHEREAS, the parties agreed to continue the current contract language regarding seniority and to include Sergeants in the Labor/Management Committee (LMC) formed to discuss the application of and practices within that language, pending agreement of the Deputy Sheriff Unit;

NOW, THEREFORE, the parties agree as follows:

1. The County and the Union will form a Labor/Management Committee during the first year of the collective bargaining agreement, along with representatives of the Deputy Sheriff Unit.

2. The County and the Union will jointly request assistance from the Bureau of Mediation Services which provides such assistance in the formation and structuring of LMCs.

3. The County and the Union agree that two Sergeants will be added to those already designated via Memorandum of Understanding with the Deputy Sheriff Unit.

4. Once formed, the LMC will discuss the issue of seniority.

5. Effective December 31, 1997, either party may terminate their participation in the LMC by written notice to the other party.

6. Each party retains all rights that have been established in the collective bargaining agreement.

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

| FOR THE COUNTY OF RAMSEY | FOR TEAMSTERS LOCAL NO.320 |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## MEMORANDUM OF AGREEMENT

This Memorandum is entered into between the County of Ramsey and Teamsters Local 320 (Deputy Sheriff-Sergeant Unit).

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

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

NOW, THEREFORE, the parties agree as follows:

1. Vacation hours advanced under this Memorandum must be used, they cannot be put into the employee's accrued balance.

2. Vacation hours advanced are subject to the same approval provisions as other vacation hours under Article 10.

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 Article 10 continue to apply.

6. An employee may not donate advanced vacation hours to another employee. An employee may not be required to request that vacation hours be advanced to them, before being eligible to receive donated hours.

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

| FOR THE COUNTY OF RAMSEY | FOR TEAMSTERS LOCAL 320<br>(Deputy Sheriff-Sergeant Unit) |
|---|---|
| _____ | _____ |
| _____ | _____ |

**MEMORANDUM of AGREEMENT**

**Post Separation Health Care Savings Plan**

Ramsey County
And
TEAMSTERS LOCAL 320 (Deputy Sheriff-Sergeants)

This Memorandum is entered into between the County of Ramsey and Teamsters Local 320 (Deputy Sheriff-Sergeants Unit).

WHEREAS, The parties have entered into a Collective Bargaining Agreement effective 1/1/15; and

WHEREAS, The Collective Bargaining Agreement provided for contributions to a Post Separation Health Care Savings Plan (HCSP); and

WHEREAS, The parties have agreed to place all separation payments provided for by this contract into the HCSP;

NOW, THEREFORE, the parties agrees that the following payments made to employees who separate from employment shall be placed in the employee's HCSP:

6. Payments made in accordance with Article 18, Separation Pay;

7. Floating holiday, holiday reserve and vacation hours that are paid to employees who separate from employment;

8. Accrued compensatory time

9. Unspent uniform allowance up to a maximum of 4 years, not to exceed $2500.00;

10. Unspent educational allowance up to a maximum of $2,000.00;

This Memorandum of Agreement shall be in effect through December 2017 and can be renewed by mutual agreement of the parties.

For the Employer

An authorized representative

Date

For the Bargaining Unit

An authorized representative

10/14/2016
Date

FINAL

## 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. The interview panel shall consist of two persons selected by management and two persons selected by the Union. 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 as a Sergeant 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.

For each Special Duty vacancy subject to this agreement, 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 Sergeant 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 Sergeant Staff reductions, reorganization, or for cause. The employer shall specify in writing the cause of the transfer, and provide the same to the employee.

## IV. Termination.

**This agreement will sunset at the conclusion of the current collective bargaining agreement on December 31, 2014. 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

Teamsters Local 320

Vance Rolfzen, Business Agent

Date: S-/ c/

Steward/~~President~~

Date: _____

#320 (Deputy Sheriff-Sergeant)