LABOR AGREEMENT

BETWEEN

COUNTY OF RAMSEY

and

TECHNICAL EMPLOYEES ASSOCIATION

ARTICLE 1 PURPOSE

1.1 It is the intent and purpose of the parties hereto that this Agreement shall promote and insure that the practices and procedures of collective bargaining are conducted in a fair and orderly way, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner, and are consonant with the paramount interest of the County and its citizens.

1.2 It is the intention of this Agreement to set forth the entire Agreement of the parties covering employment conditions, where not otherwise mandated by a statute, to maintain and increase individual productivity or quality of services to prevent interruptions of work and interference with the efficient operation of the department and to provide an orderly and prompt method for handling and processing grievances.

TECHNICAL EMPLOYEES ASSOCIATION
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ARTICLE 2 RECOGNITION

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

Engineering Technician 1
Engineering Technician 2
Engineering Technician 3
Engineering Technician 4

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

2.3 Neither the Association nor the Employer shall discriminate against any employee because of Association membership or non-membership, age, color, creed, disability, national origin, parental or marital status, political belief, race, religious belief, sexual orientation, sex, receiving public assistance, social services or because of a previous emotional or mental disturbance. Sexual harassment shall be considered discrimination under this Article.

2.4 The County may take such actions as it deems necessary to comply with the Americans With Disabilities Act in order to reasonably accommodate employees with respect to transfer, shift change or job restructuring.

ARTICLE 3 ASSOCIATION SECURITY

3.1 The County agrees to deduct from the wages of each Association member, upon written authorization of the employee, an amount equal to the regular dues of the Association, such deductions to be made on the first pay period of each month, and to transmit to the appropriate designated officer of the Association the total amount so deducted together with the list of names of the employees from whose pay deductions were made.

3.2 The Association may designate certain employees from the bargaining unit to act as a committee and shall, within ten (10) days of such designation, certify to the County in writing of its choice, and the designation of successors to former committee members.

3.3 The County agrees to recognize the committee certified by the Association as provided in this section subject to the following stipulations:

3.4 There shall be no more than two (2) members at any one time.

3.5 Committee members shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Association business will be limited to not more than two (2) committee members for the investigation and presentation of grievances.

3.6 Non-employee representatives of the Association shall be permitted to come on the premises of the County for the purpose of investigating and discussing grievances if they first obtain permission to do so from the County's designated representative and provided the Association representative does not interfere with the work of the employees.

ARTICLE 4 EMPLOYER AUTHORITY

4.1 It is recognized by both parties that it is the prerogative of the Employer to operate and manage the affairs of the County in all respects in accordance with applicable, existing, and future laws, and regulations of appropriate authority and that the prerogatives and authority which the Employer has not officially and specifically abridged, delegated, or modified by this Agreement are retained by the Employer.

4.2 Nothing in this Article shall be construed as preventing the official employee representative from meeting with the Employer and Employer's agents for the purpose of discussing mutual concerns of the Employer and employees relating to the work situation for the purpose of maintaining the best possible relationships under this contract and to provide for the employees' safe and respectable conditions of work and for the Employer effective and efficient production.

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 DEFINITIONS

Grievance - "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of this contract.

Days - "Days" means calendar days excluding Saturday, Sundays and legal holidays as defined by Minnesota Statues.

Written Answer - "Written Answer" means by personal delivery or by Certified Mail.

Reduce to Writing - "Reduce to Writing" means a concise statement outlining the matter of the grievance, the provision(s) of the contract in dispute and the relief requested.

Answer - "Answer" means a concise response outlining the Employer's position on the grievance.

5.2 If a grievance procedure is provided by a system of Personnel Law, Rules or other regulations, the exclusive representative must elect either to process the grievance through this procedure or the procedures provided by Personnel Law, Rules or other regulations and in no event may a grievant make use of both procedures.

5.3 STEP 1

The Association steward with or without the employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within five (5) work days.

5.4 STEP 2

If the grievance is not settled in Step 1, it shall be referred in writing to the department head or designee within ten (10) working days after the designated supervisor's answer in Step 1. The department head or designee shall discuss the grievance within ten (10) days with the employee and the Association's representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the department head or designee and by the Association. If no settlement is reached, the department head or designee shall give written answer to the Association within ten (10) days following their meeting.

5.5 STEP 3

If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred by the Association in writing to the Director of Human Resources or designee within ten (10) days after the department head or designee's answer in Step 2. A meeting between the Director of Human Resources or designee, the department head or representative, the employee and the Association shall be held ten (10) days following the Association request for a Step 3 meeting at a time mutually agreeable to the parties. At this meeting all pertinent facts shall be presented by the

Association and the Employer. (If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Director of Human Resources or designee and the Association.) If no settlement is reached, the Director of Human Resources or designee shall give the Employer's written answer to the Association within ten (10) days following the meeting.

5.6 STEP 4

The Employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. Each party shall be responsible for equally compensating the arbitrator for fees and necessary expenses, and shall be individually responsible for the expenses of their own representative and witnesses.

5.7 The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract and the decision shall be confined to the specific issues of the grievance. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

5.8 Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

1. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
2. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

5.9 The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits without waiver will result in a forfeit of the grievance. Failure of the Employer to respond within the time limits will constitute denial of the grievance allowing the Association to appeal the grievance to the next step.

5.10 Discipline

A. The Employer will discipline employees for just cause only. Discipline will be in the form of:

1. Written reprimand
2. Suspension
3. Reduction
4. Discharge

B. Suspensions, reductions and discharges will be in written form.

C. Written reprimands: The employee shall receive a copy of such reprimands and notices of suspension, reduction and discharge.

D. The Employer shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to disciplinary action, unless the employee has been given the opportunity to have a representative of the Association present.

ARTICLE 6 SENIORITY

6.1 On March 1, the Human Resources Department shall establish a seniority list showing the continuous service of each employee by classification and with the date within the bargaining unit. Copies shall be sent to the Association representative and posted in each work location.

6.2 Should the operations of the Ramsey County Public Works Department be merged with or transferred to another agency of government the employees subject to this contract shall become employees of the new or merged unit and shall retain all rights and the highest conditions provided for by this contract or the new agency provisions. This provision shall be limited to those employed at the time of change.

6.3 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority within the classification, provided all probationary, temporary, intermittent and provisional employees are laid off first. Employees shall be recalled from lay off according to their seniority. No new employees shall be hired in the classification until all employees on lay off status desiring to return to work have been recalled.

Employees no longer working for the County will remain eligible for reinstatement from layoff status for a minimum of two years from the date of their layoff. After this initial two-year period, eligibility for reinstatement from layoff shall be extended each year that the employee notifies Human Resources of their continuing interest in reinstatement up to a maximum of ten years. Such notification of continuing interest shall be in writing to the Director of Human Resources and shall be made within 60 days following the anniversary date of the employee's layoff and include a current address and phone number of the employee on layoff. If no notice is received the employee's name will be removed from the recall list and the employee will no longer be eligible for reinstatement. After a maximum of ten years the laid-off employee's eligibility for reinstatement shall expire.

It is the responsibility of the employee on lay-off to keep a current address and phone number on file in Human Resources any time such contact information changes. Inability to contact the employee through information on file will result in the employee being removed from the layoff register.

Employees shall be permitted to exercise their seniority rights to any classification previously held before being subject to layoff. No permanent position shall be eliminated until all probationary, intermittent, temporary and provisional employees in the same classification are laid off. All career development ladders shall be treated as one classification for the purpose of the application of this Article.

ARTICLE 6 SENIORITY (Continued)

6.4 Supervisory employees of the Public Works Department who are laid off shall be permitted to exercise their seniority rights to bargaining unit classifications previously held. Such employees must have worked in such classifications within the Public Works Department. Bargaining unit seniority established upon such reduction shall be 50% of the total of time worked in the bargaining unit classification.

ARTICLE 7 WORK SCHEDULES - PREMIUM PAY

7.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

7.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the County Engineer.

7.3 The normal work schedule for employees shall be five (5) eight (8) hour shifts followed by two (2) days off. Other work schedules may be authorized to accommodate the services performed by the Department.

7.4 All full-time employees required to work on Saturday as part of their regular schedule shall be compensated at the rate of twenty-five (.25) cents per hour for each hour worked. All full-time employees required to work on Sunday as part of their regular schedule shall be compensated at the rate of thirty (.30) cents per hour for each hour worked. Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five (5) hours of the period worked fall on the day for which the additional compensation is being paid. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement.

7.5 Any full-time employee who works as part of their regular schedule 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 6% of the six (6) month rate as established for the classifications in the bargaining unit. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement.

7.6 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.

7.7 Employees required to report for work on a day for which work is canceled shall receive credit of two hours reporting time, whether the cancellation is immediate or after any amount of time up to two hours.

7.8 In an emergency situation, an employee who is called to duty during their scheduled off-duty time shall receive a minimum of four (4) hours' compensatory time off.

7.9 Employees on an off-duty day, holiday, or vacation who are called back to duty shall receive a minimum of four (4) hours' compensatory time off.

7.10 When there is an emergency call for return to work, employees shall have one (1) hour in which to report after receiving the return to work call. Employees may be required to report to work at once which will suspend the one (1) hour reporting time allowance; however, when this occurs, the employee's time will be kept from the time of call.

7.11 In those situations where work crews are required, crews shall be assembled on the basis of seniority.

7.12 Except for emergencies, the Employer will not assign work solely on the basis of an employee not on duty being available on the premises for assignment.

7.13 A fifteen (15) minute rest period will be provided during both the a.m. and p.m. work period of the normal work day. When the work day exceeds ten (10) hours and for each four (4) hour period thereafter, an additional fifteen (15) minute rest period will be provided. A fifteen (15) minute rest period will be provided during each four (4) hours for other work schedules.

7.14 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.

ARTICLE 8 OVERTIME

8.1 Employees may be assigned to work overtime at the discretion of the employer. Employees required to work in excess of eight (8) hours in any one (1) day or continuous shift, or who are required to work on their regularly scheduled days off, shall earn overtime at the rate of time and one-half (1 1/2) the regular rate of pay in cash or one and one-half (1 1/2) the time in overtime hours worked as compensatory time-off. The option of overtime in cash or in compensatory time shall be at the discretion of the employer.

8.2 The Employer may require employees to use any accumulated compensatory time over eighty (80) hours by giving the employee thirty (30) days' notice in advance. By mutual agreement between the Employer and employee an employee may elect to receive cash payment for any overtime worked. The Employer may choose to liquidate by cash payment any overtime in excess of eighty (80) hours.

8.3 In no way shall an employee be discriminated against for refusal of working overtime. Overtime may be ordered in case of emergency or when no employees are reasonably available on a volunteer basis.

8.4 The employer will pay double time for work performed on Sundays when the work is necessary as a result of a vendor contract for a design or construction project which requires Sunday work. Double time on Sundays will not apply for call-in events resulting from unforeseen circumstances and/or natural events.

ARTICLE 9 HOLIDAYS

9.1 Holidays are defined as the twenty-four (24) hour period from 12:00 a.m. to 12:00 a.m. (midnight to midnight). Employees shall be granted a paid day off work for each of the following holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	The third Monday in January
Washington and Lincoln's Birthday	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4th
Labor Day	The first Monday in September
Veteran's Day	November 11th
Thanksgiving Day	The fourth Thursday in November
Thanksgiving Friday	The Friday after Thanksgiving
Christmas Day	December 25th

Employee required to work the above holidays shall be compensated for each hour worked in accordance with Article 9.3.

Floating Holiday	Two days each year to be granted with the approval of the supervisor.

9.2 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Sunday, then Monday shall be a holiday. When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a Saturday, then Friday shall be a holiday.

9.3 Employees who work on a holiday shall be compensated for each hour worked as follows:

Holiday Worked	Time Worked Credit	Holiday Pay
New Years' Day and Christmas Day:		
On Mon-Fri (9.1)	Double time	8 hours
On Sat or Sun (9.1)	Double time	--
On Fri or Mon off (9.2)	One and 1/2 time	8 hours
Independence Day and Veterans Day:		
On Mon-Fri (9.1)	One and 1/2 time	8 hours
On Sat or Sun (9.1)	One and 1/2 time	--
On Fri or Mon off (9.2)	One and 1/2 time	8 hours
All Other Holidays Martin Luther King Birthday President's Day Memorial Day Labor Day Thanksgiving Day Thanksgiving Friday	One and 1/2 time	8 hours

No other overtime pay shall be earned when this provision is in effect. Differential pay will only be paid to regularly scheduled employees who work any of the above holidays. (7.4, 7.5 and 7.6)

ARTICLE 9 – HOLIDAYS (continued)

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

1) Permanent or probationary employees shall be entitled to up to sixteen (16 hours) per year.
2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status.
3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (same dates as used for vacation max). Maximum accrual will remain at sixteen (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. Accrual will be .61536 hours per pay period.
5) Employees who have worked less than six (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 two (2) consecutive pay periods for unpaid union leave.

ARTICLE 10 VACATION

10.1 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.

10.2 Each permanent employee paid on a monthly basis shall earn 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 3 years	3.0769	80	160
At least 3 years, but less than 8 years	4.6154	120	240
At least 8 years, but less than 13 years	5.5385	144	288
At least 13 years, but less than 18 years	6.1538	160	320
At least 18 years, but less than 23 years	7.0769	184	368
23 years or more	7.6923	200	400

10.3 Effective 11/1/06, any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year.

10.4 Vacation choice will be based on the seniority of the employee in their classification. Seniority for this purpose will be counted from the date the employee was appointed to their classification.

10.5 Employees with an accumulation of sick leave credits in excess of one-hundred and eighty (180) days (1440) hours, may convert such excess days to vacation at the rate of two (2) days' sick leave to one (1) day vacation but not to exceed five (5) days in any calendar year.

10.6 Adjustments to Initial Vacation Accrual – Credit for Previous Service

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

ARTICLE 11 SICK LEAVE

11.1 Each full-time provisional, probationary and permanent employee shall earn sick leave at the rate of 4.6154 hours for each pay period. Sick leave accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per period for no more than two (2) consecutive pay periods.

11.2 Permanent employees may accumulate the unused portion of sick leave without any maximum restrictions.

11.3 To be eligible for sick leave payment an employee must notify County Engineer or designee prior to the starting time of their scheduled shift. This notice may be waived if the County Engineer 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.

11.4 Sick leave may be authorized for the following reasons with limitations as specified:

(1) For illness or injury, dental or medical treatment for the employee. Sick leave usage by the employee shall be subject to approval and verification by the department head or the Human Resources Department, either of whom may require the employee to furnish a report, (a) for an absence of forty (40) hours or more or (b) for three (3) absences from a scheduled shift in a three (3) month period; from a recognized medical authority attesting to the necessity of the leave, ability to return to duty or other information deemed necessary.

(2) Sick leave not to exceed forty (40) hours in any one calendar year may be used as a result of a serious illness or injury of the employee's spouse, 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.

(3) 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.

(4) Pregnant employees shall be eligible for sick leave in the same manner as any other disabled or ill employee. Such sick leave eligibility shall begin upon certification by the employee's attending physician that due to pregnancy, the employee is disabled in terms of her ability to perform the duties of her position. Such employee shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or injured employee during the remaining period of pregnancy and until such time as the employee is certified able to return to work by her attending physician. In the event a pregnant employee elects to resign her employment because of pregnancy, such employee will be paid for accumulated sick leave up to but not exceeding one hundred-twenty (120) hours.

(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, or a person regularly residing in the employee's immediate household, and shall include parents and siblings of persons regularly residing in the employee's immediate household. This definition does not include aunts and uncles not regularly residing in the household.

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

(7) Employees may use their sick leave benefits accumulated pursuant to Section 11.1 for absences due to an illness or injury of the employee's child. Sick or injured child care leave may be granted for such reasonable periods as the employee's attendance with the child may be necessary. Sick leave usage by the employee shall be subject to the same approval and verification as set forth in Section 11.4(1). For the purposes of this section, a "child" means an individual under eighteen (18) years of age or an individual under age twenty (20) who is still attending secondary school.

11.5 A permanent or probationary employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted an unpaid leave of absence for a period not to exceed two (2) years. Employees will return at the same seniority in the salary schedule, will retain promotion rights and will earn vacation schedule seniority for sick leave under this paragraph. When there are fewer than three (3) months between periods of leave of absence under this section for the same illness or accident, the periods of absence will be added together to determine the length of leave that may not exceed two (2) years, except that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving Workers' Compensation.

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

(1) The employee's former position in the department if the absence is for sixty (60) calendar days or less, or

(2) A position in the department in the classification held at the time the leave started, if the absence is longer than sixty (60) calendar days, except in either case when all positions in such class have been abolished.

If all positions in the classification in the department have been filled, in order to accommodate a person who returns to work after illness, the employee with the least amount

of seniority in the department in the classification shall vacate that position subject to any eligibility for transfer or reduction that the employee may have acquired.

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

11.6 The Employer may require that the employee on sick leave with or without pay furnish evidence of such sickness or disability in the form of a certificate signed by the employee's attending physician, or proof of death in the employee's immediate family. In the event of failure to or refusal to supply such certificate or if the certificate does not clearly show sufficient sickness or disability as would preclude the employee from the performance of their duties, or if the appointing officer or the Director of Human Resources questions the existence or severity of such sickness or disability, the appointing officer or the Director of Human Resources may cancel such leave and require the employee to report for duty on or by a specified date.

11.7 An employee on sick leave with or without pay who accepts other employment whether remunerative or not without the prior written consent of the Employer shall be discharged in accordance with Personnel Rules.

11.8 All sick leave credits shall expire on the date of separation of the employee from the County service; however, if the employee is reinstated under the provisions of these rules, all previously accumulated and unused sick leave shall be revived and placed on credit.

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

In the event an employee's 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 made" under the provisions of this section.

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

11.10 Full-time employees who do not use any sick leave hours in a three (3) month period shall have the option of converting four-hours (4) of sick leave to vacation or pay at the option of the

employee. The three (3) month periods are January 1 – March 31; April 1 - June 30; July 1 – September 30; and, October 1 – December 31.

Part-time employees who do not use any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee, on a pro-rated basis, based on hours worked for the three (3) month period. The three (3) month periods shall be the same as identified in the preceding paragraph.

11.11 An employee shall be granted a personal leave, not to exceed six (6) months, at the request of the employee for the birth or adoption of his/her child. Employees under this provision shall not be eligible for paid sick leave during the period of leave except as provided for in 11.4.

11.12 Employees who have worked for at least twelve (12) months and who have been employed for at least 1,250 hours in the previous twelve (12) months may take up to twelve (12) weeks for the following reasons: (as provided in the FMLA)

1. Placement of a child with the employee for foster care.
2. To care for the employee's spouse, child or parent who has a serious health condition.
3. A serious health condition rendering the employee unable to perform his or her job.

This leave will be unpaid unless the employee uses vacation, comp time, sick leave or other paid time available. Use of paid time must be in accordance with applicable provisions of this Agreement. If the FMLA leave is due to the employee's own serious health condition, the employee must exhaust their paid sick leave accumulation before going on unpaid leave. Both paid and unpaid time count as part of the twelve (12) weeks of FMLA 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 provided for under the FMLA.

11.13 Up to twelve (12) weeks of unpaid leave shall be granted to an employee to care for a person regularly residing in the employee's immediate household, who is not the employee's spouse, child or parent, and who has a serious medical condition. This leave will be administered as if it were leave allowed under the Family & Medical Leave Act (FMLA), except when doing so would result in a violation of the Family & Medical Leave Act. FMLA time taken under Article 11.12 will count against time allowed under Article 11.13.

11.14 See Memorandum of Agreement #v. regarding sick leave.

ARTICLE 12 SEVERANCE PAY

12.1 Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee or the employee's estate shall be paid one-half (1/2) of all unused accumulated sick leave days provided:

1. That at the time of separation, the employee has at least one hundred (100) hours of accumulated sick leave to their credit.
2. That at the time of separation from the County service, the employee must have been employed by the County in the classified service for at least five (5) years prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, 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 1963, Chapter 852.
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 their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
6. That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee. No employee shall receive more than one (1) severance payment from the County.
7. That allowances made under this rule shall be in accordance with the following schedule:
   a. Employees with at least 100 hours of sick leave, but less than 480 hours of sick leave shall receive one-half (½) of all unused accumulated sick leave up to $5,000.
   b. Employees with at least 480 hours, but less than 850 hours of sick leave shall receive one-half (1/2) of all unused accumulated sick leave up to $10,000.
   c. Employees with at least 850 hours, but less than 1,000 hours of sick leave shall receive one-half (1/2) of all unused accumulated sick leave up to $11,000.
   d. Employees with at least 1,000 hours, but less than 1,150 hours of sick leave shall receive one-half (1/2) of all unused accumulated sick leave up to $12,000.
   e. Employees with at least 1,150 hours, but less than 1,300 hours of sick leave shall receive one-half (1/2) of all unused accumulated sick leave up to $13,000.

f. Employees with at least 1,300 hours, but less than 1,450 hours of sick leave shall receive one-half (1/2) of all unused accumulated sick leave up to $14,000.

g. Employees with over 1,450 hours, but less than 1,600 hours of sick leave shall receive one-half (1/2) of all unused accumulated sick leave up to $15,000.

h. Employees with over 1,600 hours of sick leave shall receive one-half (1/2) of all unused accumulated sick leave up to $16,000.

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

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

ARTICLE 13 SALARY RATES

13.1 Salaries for 2015 for each classification are attached and labeled as Appendix A. [A 2% increase effective the first full pay period following January 1, 2015, a 2.5% increase effective the first full pay period following January 1, 2016 and a 2.6% increase the first full pay period following January 1, 2017.]

13.2 Employees who are temporarily assigned as project supervisor on a construction project or survey crew leader for a minimum of five (5) working days in duration, shall be paid at the Technician 3 rate in accordance with Ramsey County Personnel Rule 16.4 - Promotional Increases.

13.3 Effective July 1, 2006, Ramsey County will make a one time, no match required, payment of one hundred twenty dollars ($120.00) to each contributing employee's deferred compensation account. Deferred compensation contributions will be made the first pay period that deferred compensation applies. Employees hired after January 1, 2006 are not eligible for the contribution described in this provision.

13.4 Effective the first full pay period after January 1, 2017 Ramsey County will increase the matching contribution to each contributing employee's deferred compensation account from $25.00 per month to $30.00 per month. Deferred compensation contributions will be pro-rated for part-time employees.

ARTICLE 14 EDUCATION ALLOWANCE

14.1 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 prior to enrollment by their department head. Factors upon which an employee's eligibility depends includes 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 year after completion of a course taken under this rule, the employee must refund the amount paid by the County. Tuition payments shall be limited to $1,400 annually per employee.

ARTICLE 15 INSURANCE

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

(1) Medical Insurance:

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 2016, 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.

(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.

15.2 **Eligibility**

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

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

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

Current insurance eligible employees hired between 7/1/92 and 12/31/05 – Current insurance eligible employees hired between 7/1/92 and 12/31/05 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.

15.3 The County will make a payroll deduction for the premium for the voluntary Group Term Life Insurance Program offered through the Public Employees Retirement Association, for those employees who choose to participate.

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

ARTICLE 16 POST EMPLOYMENT HEALTH CARE SAVINGS ACCOUNT

16.1 Ramsey County will establish and administer a Post Employment Health Care Savings Account (PEHCSA) program for the technical employees. Technical Employees Association member contributions to the PEHCSA for the 2015-2017 contract period will be according to the following schedule, for years of service in a position represented by the Technical Employees Association:

0-3 years of service	0% contribution
4-17 years of service	1% of annual salary
18-24 years of service	0% contribution
25+ years of service	3% of annual salary plus 100% severance plus 100% vacation payout

ARTICLE 17 PART-TIME EMPLOYEES

17.1 Part-time employees with provisional, probationary or permanent status shall be eligible to earn all employee benefits on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each pay period and are assigned a regular work schedule, as opposed to being subject to call or to work when available.

17.2 Part-time employees with provisional, probationary or permanent status shall be eligible for the County pro rata insurance program if such employees work not less than forty (40) hours per pay period. Employees whose average paid hours are at least fifty percent (50%), but less than eighty percent (80%), of full time shall receive two-thirds (2/3) of the County contribution towards insurance benefits. Employees who are regularly scheduled to work between sixty-four (64) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees. An intermittent employee is defined as a person with permanent or probationary status not working a regular work schedule (e.g. on call).

ARTICLE 18 INDIVIDUAL RIGHTS

18.1 Employees have the right to join or to refrain from joining the Association. Neither the County nor the Association shall discriminate against or interfere with the rights of employees to become or not become members of the Association and further, that there shall be no discrimination or coercion against any employee because of Association membership or non-membership.

ARTICLE 19 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

19.1 This Agreement shall represent the complete Agreement between the Association and the County.

19.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Association, 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 of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 20 SAVINGS CLAUSE

20.1 This agreement is subject to the laws of the United States, the State of Minnesota, and Ramsey County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 21 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2015 to December 31, 2017, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1 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 7th day of April, 2015.

WITNESSES:

RAMSEY COUNTY

By:

Chair, Ramsey County Board of Commissioners

Julie Kleinschmidt
Ramsey County Manager

Approved as to form
this 24th day of
April, 2015

Assistant County Attorney

TECHNICAL EMPLOYEES ASSOCIATION

By:

And:

Dated: 5-13, 2015

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between the County of Ramsey and The Technical Employees Association representing employees in the Public Works Department.

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 Letter 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 X.

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 X continue to apply.

6. An employee may not donate advanced vacation hours to another employee's sick leave account. 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 Letter of Understanding to be executed this 2nd day of Sept, 1997.

FOR THE COUNTY OF RAMSEY

Linda Stallman

FOR TEA

Robert W. Weber

Robert E. Lee

Letter of Understanding
Reclassification Requests

This letter of Understanding is entered into between the County of Ramsey and the Technical Employees Association representing employees in the Public Works Department.

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective 1/1/2000 – 12/31/2002;

WHEREAS, employees may initiate requests for position reclassifications to be forwarded to the Personnel Department for review;

NOW, THEREFORE, the parties agree as follows:

1) Members of the Technical Employees Association may initiate requests for position reclassifications;
2) Requests for reclassification shall be presented to the employees supervisor;
3) Supervisors shall forward the request for reclassification to the Personnel Department with 30 days of receipt.

IN WITNESS WHEREOF, The undersigned have caused this Letter of Understanding to be executed this 24 day of March, 2000.

FOR THE COUNTY OF RAMSEY

Joan Lamping

FOR THE TECHNICAL EMPLOYEES ASSOCIATION

Paul Kunzelle

MEMORANDUM OF AGREEMENT
LEAVE PENDING INVESTIGATION

Between Ramsey County, Minnesota and the Technical Employees Association ("the Union").

The County and the Union agree that employees placed on leave with pay pending investigation, as provided under Rule 26.5 of the Ramsey County Personnel Rules, shall be instructed by the employer regarding the employer's requirements for the employee's availability, and the employee will provides the employer with a means of contacting the employee by phone, pager, or other technology that provides same day telephone access within two business hours and in person access within one business day during the investigation.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 21st day of March, 2006

FOR THE COUNTY OF RAMSEY

Jean Gramling

Gail J. Blackstone

FOR THE TECHNICAL EMPLOYEES ASSOCIATION

Paul J. Kevin

Dr. Emil Johnson

Robert Lu

MEMORANDUM OF AGREEMENT
PHASED RETIREMENT OPTION

Ramsey County and the Technical Employees Association ("the Union") agree to the following with respect to the Phased Retirement Option Program (PRO):

i. All Technical Employees Association employees will be eligible to participate in the PRO Program offered by Ramsey County, as outlined in County Board Resolution 2010-035 (copy attached)

ii. Technical Employees Association represented employees shall not be released from employment anytime during the first six (6) calendar months of the initial PRO period.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 15th day of May, 2012.

FOR THE COUNTY OF RAMSEY

FOR THE TECHNICAL EMPLOYEES ASSOCIATION

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Rettman Date: January 19, 2010 No. 2010-035

Attention: Budgeting and Accounting
Gail Blackstone, Human Resources
Jean Gramling, Human Resources

==========

WHEREAS, Ramsey County is supportive of employees preparing themselves for retirement; and

WHEREAS, Ramsey County participates in several PERA program offerings; and

WHEREAS, In the 2009 Omnibus Pension Bill, the Minnesota Legislature authorized a Phased Retirement Option (PRO) through the Public Employees Retirement Association (PERA) which allows PERA Coordinated and Basic members age 62 and over the option to begin receiving a PERA pension without formally resigning employment if they meet the requirements of the PRO; and

WHEREAS, Each covered employer has sole discretion on offering the PRO; and

WHEREAS, There are advantages of participating in the PRO plan for both the County organization and employees; and

WHEREAS, In addition to the requirement of reducing work hours, the following terms and conditions will also apply to Ramsey County PRO agreements for unrepresented employees:

a) Benefits
   Employees covered by a PRO Agreement with Ramsey County are: a) not subject to the provisions of the Benefits Policies; b) not eligible to participate in County employee insurance programs or Health Care Savings Plan (HCSP); and, c) not eligible for the County contribution to deferred compensation.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: _____
Bonnie C. Jackelen
Chief Clerk – County Board

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Rettman Date: January 19, 2010 No. 2010-035

Attention: Budgeting and Accounting
Gail Blackstone, Human Resources
Jean Gramling, Human Resources

==========

b) Wages
Employees will receive wages in accordance with Ramsey County Personnel Rules.

c) Position Complements
Employees in PRO positions will be treated similar to temporary employees and consequently will not be counted against the department's personnel complement. However, departments that utilize the PRO must remain within their authorized personnel budget.

d) Personnel Rules
Ramsey County Personnel Rules will apply to employees entering into a PRO agreement.

Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners authorizes the Ramsey County Human Resources Director, or their designee, to enter into PRO agreements as appropriate and in accordance with PERA requirements, with County employees for the duration authorized by the Minnesota Legislature; and be it further

RESOLVED, That the Ramsey County benefit policies will be amended to indicate that employees covered by a PRO Agreement with Ramsey County are: a) not subject to the provisions of the Benefits Policies; b) not eligible to participate in County employee insurance programs or Health Care Savings Plan (HCSP); and, c) not eligible for the County contribution to deferred compensation, and Be It Further

RESOLVED, The Human Resources Department is authorized to enter into a Memorandum of Agreement for PRO Agreements with individual bargaining units, as outlined for unrepresented employees.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: Bonnie C. Jackelen
Bonnie C. Jackelen
Chief Clerk – County Board

MEMORANDUM of AGREEMENT

Ramsey County
and
Technical Employees Association

Ramsey County (County) and Technical Employees Association, 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	For the Bargaining Unit
Becky Wodzinski	Dan Bodelson
An authorized representative	An authorized representative
1-16-14	1-13-14
Date	Date

TEA

V.

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

Ramsey County
And
TECHNICAL EMPLOYEES ASSOCIATION

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 Technical Employees Association agree to the following, effective January 1, 2015 through December 31, 2017:

1. Modify 17.2 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.

2. Modify 17.2 of the labor agreement to change the average 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.

3. 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 section, with the same County contribution provided to Regular Permanent employees.

For the Employer

An authorized representative

4-23-15
Date

For the Bargaining Unit

An authorized representative

5-13-15
Date

Letter of Understanding
Alternative Work Schedules

This Letter of Understanding is entered into between the County of Ramsey and the Technical Employees Association representing employees in the Public Works Department.

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective 1/1/2015-12/31/2017;

WHEREAS, Article 7.3 of the Collective Bargaining Agreement establishes "normal work schedules" for Technical Employee Association employees, but also allows for alternative work schedules and

WHEREAS, the parties have expressed an interest in implementing an alternative work schedules pilot program;

NOW, THEREFORE, the parties agree as follows:

1) Members of the Technical Employees Association may initiate requests for specific work schedules that differ from the normal work schedule defined in Article 7.3.
2) The Employer may authorize a requested alternative work schedule.
3) Alternative work schedules shall include a normal workweek of forty (40) hours.
4) Article 8.1 is amended as it applies to alternative work schedules. Overtime pay shall apply to all hours worked beyond the employee's alternative work schedule.
5) Holiday compensation will be provided at eight hours holiday pay. Employees on alternative schedules must supplement vacation time or compensatory time-off to be paid for their full workday if it exceeds eight hours. If this time is not supplemented, the time in excess of eight hours will be without pay. If the employee is scheduled to work less than eight-hours on the holiday, the employee will be paid for the scheduled hours and the balance of the holiday hours will be placed into the compensatory time bank.
6) Sick leave and vacation leave will be charged at a rate equivalent to the number of hours in the workday for which the employee on an alternative schedule exercises this leave option.
7) Break time allowances will remain the same for employees exercising the alternative work schedule and employees remaining on the standard eight-hour per day workweek.
8) The employee or the Employer, upon minimum notification of ten working days to the Technical Employees Association and the Employer, may terminate an individual alternative work schedule.
9) In the event the Employer determines that to maintain the efficiency and/or effectiveness of the workgroup it is necessary to eliminate this pilot program in its entirety, or limit availability of the program to any individual or job classification within the bargaining unit, it may do so upon minimum notification of ten working days to the Technical Employees Association.
10) This pilot program shall remain in effect through December 31, 2017, unless terminated earlier.

IN WITNESS THEREOF, the undersigned have caused this Letter of Understanding to be executed this 7th day of April, 2015

FOR THE COUNTY OF RAMSEY

FOR THE TECHNICAL EMPLOYEES ASSOCIATION

Letter of Understanding
Overtime

This letter of Understanding is entered into between the County of Ramsey and the Technical Employees Association representing employees in the Public Works Department.

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective 1/1/2015-12/31/2017; and

WHEREAS, the parties have agreed to allow members of the Technical Employees Association to receive payment for overtime worked as pay or compensatory time off at the discretion of the employee, until budgeted funds are dispersed for the year;

NOW, THEREFORE, the parties agree as follows:

1) Members of the Technical Employees Association may receive payment for overtime worked as pay or compensatory time off at the discretion of the employee.
2) Access to funds budgeted for overtime shall be on a first come, first served basis.
3) Monetary payment for overtime worked is subject to budgetary considerations. Upon depletion of budgeted funds, employees shall be required to receive payment in the form of compensatory time off.
4) Upon request, members of the Technical Employees Association and representatives of Ramsey County shall meet and confer on this procedure to reach agreement on whether this process shall remain in place.
5) If no agreement is reached between the members of the Technical Employees Association and representatives of Ramsey County, the existing contract will prevail.

IN WITNESS WHEREOF, The undersigned have caused this Letter of Understanding to be executed this 7th day of April, 2015.

FOR THE COUNTY OF RAMSEY

FOR THE TECHNICAL EMPLOYEES ASSOCIATION

Job Code	Description	Salary Plan	Grade	Monthly Salary Range
0086	Engineering Technician 1	25A	01	$ 3,059 - $ 4,520
0476	Engineering Technician 2	25A	02	$ 3,540 - $ 5,242
0314	Engineering Technician 3	25A	03	$ 3,981 - $ 5,898
0615	Engineering Technician 4	25A	04	$ 4,469 - $ 6,635

APPENDIX A

Technical Employees Association/Public Works Salary Plan

Service Requirements for Salary Step Advancement For Salary Plan 25A

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 /2 Year	1,040 Hours
Step 02	Step 03	1 /2 Year	1,040 Hours
Step 03	Step 04	1 Year	2,080 Hours
Step 04	Step 05	1 Year	2,080 Hours
Step 05	Step 06	1 Year	2,080 Hours
Step 06	Step 07	1 Year	2,080 Hours
Step 07	Step 08	5 Years	10,400 Hours
Step 08	Step 09	5 Years	10,400 Hours
Step 09	Step 10	5 Years	10,400 Hours
Step 10	Step 11	5 Years	10,400 Hours

Salary progression on this plan is not subject to years of service (Longevity increases).

Effective 1/3/15

Grade		1	2	3	4	5	6	7	8	9	10	11	Night Diff
01	Annual	36,703.40	38,125.56	39,700.94	41,184.34	42,866.54	44,594.60	46,368.79	48,632.06	50,880.21	53,174.22	54,244.62	1.1400
	Monthly	3,058.62	3,177.13	3,308.41	3,432.03	3,572.21	3,716.22	3,864.07	4,052.67	4,240.02	4,431.19	4,520.39	
	Bi-weekly	1,411.67	1,466.37	1,526.96	1,584.01	1,648.71	1,715.18	1,783.42	1,870.46	1,956.93	2,045.16	2,086.33	
	Hourly	17.645866	18.329596	19.086991	19.800161	20.608911	21.439713	22.292688	23.380796	24.461637	25.564529	26.079143	

Grade		1	2	3	4	5	6	7	8	9	10	11	Night Diff
02	Annual	42,484.29	44,151.12	45,971.17	47,775.58	49,641.48	51,598.84	53,632.81	56,202.24	58,954.84	61,646.48	62,900.58	1.3300
	Monthly	3,540.36	3,679.26	3,830.93	3,981.30	4,136.79	4,299.90	4,469.40	4,683.52	4,912.90	5,137.21	5,241.72	
	Bi-weekly	1,634.01	1,698.12	1,768.12	1,837.52	1,909.29	1,984.57	2,062.80	2,161.62	2,267.49	2,371.02	2,419.25	
	Hourly	20.425141	21.226501	22.101524	22.969027	23.866097	24.807136	25.785003	27.020308	28.343675	29.637730	30.240662	

Grade		1	2	3	4	5	6	7	8	9	10	11	Night Diff
03	Annual	47,775.58	49,641.48	51,598.84	53,632.81	55,712.90	57,869.07	60,193.57	63,191.11	66,372.08	69,369.62	70,776.67	1.4900
	Monthly	3,981.30	4,136.79	4,299.90	4,469.40	4,642.74	4,822.42	5,016.13	5,265.93	5,531.01	5,780.80	5,898.06	
	Bi-weekly	1,837.52	1,909.29	1,984.57	2,062.80	2,142.80	2,225.73	2,315.14	2,430.43	2,552.77	2,668.06	2,722.18	
	Hourly	22.969027	23.866097	24.807136	25.785003	26.785049	27.821670	28.939215	30.380339	31.909653	33.350779	34.027245	

Grade		1	2	3	4	5	6	7	8	9	10	11	Night Diff
04	Annual	53,632.81	55,712.90	57,869.07	60,193.57	62,625.42	65,041.64	67,763.76	71,051.82	74,660.90	78,040.69	79,616.07	1.6700
	Monthly	4,469.40	4,642.74	4,822.42	5,016.13	5,218.79	5,420.14	5,646.98	5,920.99	6,221.74	6,503.39	6,634.67	
	Bi-weekly	2,062.80	2,142.80	2,225.73	2,315.14	2,408.67	2,501.60	2,606.30	2,732.76	2,871.57	3,001.57	3,062.16	
	Hourly	25.785003	26.785049	27.821670	28.939215	30.108376	31.270017	32.578729	34.159529	35.894665	37.519563	38.276955	