

LABOR AGREEMENT
BETWEEN
COUNTY OF RAMSEY
and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL #49 MAINTENANCE-MECHANICAL

ARTICLE 1 PURPOSE

- 1.1 It is the intent and purpose of the parties hereto that this Agreement shall promote and ensure 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 statute, to maintain and increase individual productivity or quality of services, to prevent interruptions of work and interference with the efficient operations of the department and to provide an orderly and prompt method for handling and processing grievances.

CONTRACT INDEX
IUOE Local #49 - Maintenance-Mechanical Unit
2018-2019-2020

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ARTICLE 2 RECOGNITION

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

- Equipment Service Worker
- Fleet Mechanic
- Heavy Equipment Operator 1
- Heavy Equipment Operator 2
- Highway Maintenance Laborer
- Highway Sign Worker 1
- Highway Sign Worker 2
- Labor Crew Leader
- Mechanical Stock Clerk 1
- Mechanical Stock Clerk 2

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 this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

2.3 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, age, color, creed, handicap, national origin, parental or marital status, political belief, race, religious, sexual or affectional preference, sex, status with regard to (public) economic assistance or social services. Sexual harassment shall be considered discrimination under this Article.

2.4 When any classification not listed on the wage schedule is established which involves functions substantially similar in their nature, character and scope to those performed in whole or in part by an existing classification which is a part of the bargaining unit as listed in Article 2.1 of this Agreement, the Employer shall designate the rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure.

2.5 Classification seniority within the Heavy Equipment Operator 1 classification will be used for assignments to driving and equipment operating duties. Disputes arising out of the application of seniority, when practical for crew assignments, for this purpose will be brought to the Labor Management Committee for review.

2.6 The Highway Maintenance Laborer classification will be retained as a trainee classification. Persons hired as Highway Maintenance Laborer or as an Equipment Service Worker will be required to obtain their CDL permit within 30 days of their first day of employment and will be required to obtain their CDL license within their one year probationary period, or be terminated. Highway Maintenance Laborers who obtain their CDL license will be promoted to Heavy Equipment Operator

ARTICLE 2 RECOGNITION (Continued)

1 upon completion of probation. Highway Maintenance Laborers who obtain their CDL license before the end of their probationary period will be eligible for daily upgrade to Heavy Equipment Operator 1, until they are promoted to Heavy Equipment Operator 1 upon completion of probation. This upgrade does not apply if the employee is training.

- 2.7 The provisions of Article 13.6 will continue to apply to employees hired before January 1, 2001, allowing employees who fail to secure or maintain the required license to be reduced to the next lowest classification, including Highway Maintenance Laborer, for which they qualify. Employees hired on or after January 1, 2001, will be allowed to reduce to Highway Maintenance Laborer only if they lose their license temporarily. Such reduction will be for a maximum of one year per occurrence.
- 2.8 Employees hired on or after January 1, 2001, will not be able to bump down to Highway Maintenance Laborer if they are laid off from a higher level classification at a later date.

ARTICLE 3 UNION SECURITY

- 3.1 The County agrees to deduct from the wages of each Union member, upon written authorization of the employee, an amount equal to the regular dues of the Union, such deductions to be made on the first pay period of each month, and to transmit to the appropriate designated officer of the Union the total amount so deducted together with the list of the names of the employees from whose pay deductions were made. Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union. Upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. This provision shall remain operative only so long as specifically provided by Minnesota Law, and is otherwise legal.
- 3.2 The Union 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 Union as provided in this section subject to the following stipulations:
 - a) There shall be no more than six (6) members at any one time.
 - b) Committee members shall be compensated at the same rate of pay as to their daily work assignment for time spent performing their duties as representatives of the Union on the Committee.
 - c) 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 Union business will be limited to not more than two (2) committee members for the investigation and presentation of grievances.
- 3.4 Non-employee representatives of the Union shall be permitted to come on the premises of the County for the purpose of investigating and discussing grievances if they first obtain permission to do so from the County's designated representative and provided the Union representative does not interfere with the work of the employees.
- 3.5 The Employer shall provide a payroll deduction for employees to make a voluntary donation to the Local 49 Engineer's Political Fund.
- 3.6 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 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 his/her 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 relationship under this contract and to provide for the employees' safe and respectable conditions of work and for the Employer's 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 Saturdays, Sundays and legal holidays as defined by Minnesota Statutes.

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 positions on the grievance.

Exclusive Representative - "Exclusive Representative" means an employee organization which has been certified by the commissioner under section 179A.12 to meet and negotiate with the employer on behalf of all employees in the appropriate unit.

- 5.2 If a grievance procedure is provided by Personnel Law, Rules or other regulations, the exclusive representative must elect to process the grievance either through the bargaining unit procedure or through the procedures provided by Personnel Law, Rules or other regulations and in no event may a grievant avail himself/herself of both procedures.

5.3 STEP 1

The Union 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.

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) working days with the employee and the Union 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 Union. If no settlement is reached the department head or designee shall give written answer to the Union within ten (10) working days following their meeting.

5.5 STEP 3

If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources or designee within ten (10) working days after

ARTICLE 5 GRIEVANCE PROCEDURE (continued)

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 of the department, the employee and the Union shall be held ten (10) working days following the Union 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 Union 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 Union.) If no settlement is reached the Director of Human Resources or designee shall give the Employer's written answer to the Union within ten (10) working 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 whom 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 arbitrator's 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:

The Number of employees equal to the number of persons participating in the grievance

ARTICLE 5 GRIEVANCE PROCEDURE (Continued)

proceeding on behalf of the public employer; or

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 forfeiture of the grievance. Failure of the employer to respond within the time limits will constitute denial of the grievance, allowing the Union to appeal the grievance to the next step within ten (10) working days of the expiration of the employer's time limits.

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 and discharges will be in written form.

C. Written reprimands: The employee shall receive a copy of such reprimands and notices of suspension 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 Union present.

ARTICLE 6 SENIORITY

- 6.1 Seniority means an employee's length of continuous service from the date of hire with the Ramsey County Public Works Department.
- 6.2 Classification Seniority. Classification seniority is defined as the length of continuous service in a specific job classification within the bargaining unit. In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority within the classification, provided all probationary, temporary, intermittent, and provisional employees in that classification are laid off first. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired in the classification unless all employees on layoff status desiring to return to work have been recalled. Employees shall be permitted to exercise their seniority rights to any classification previously held before being subject to layoff. When an employee exercises bumping rights, classification seniority in the class to which the employee has bumped shall include seniority in all higher bargaining unit classes in which the employee has served. No permanent employee shall be laid off until all probationary, intermittent, temporary and provisional employees in the same classification are laid off.

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 from the date of layoff. Such notification of continuing interest shall be in writing to the Director of Human Resources and shall be made within 60 days following the anniversary date of the employee's layoff and include a current address and phone number of the employee on layoff. If no notice is received the employee's name will be removed from the recall list and the employee will no longer be eligible for reinstatement. After ten years from the date of layoff the laid-off employee's eligibility for reinstatement shall expire.

It is the responsibility of the employee on lay-off to keep a current address and phone number on file in Human Resources any time such contact information changes. Inability to contact the employee caused by the employee's failure to update their address or phone number will result in the employee losing their eligibility for reinstatement .

- 6.3 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 Union representative and posted in each work location.
- 6.4 Breaks in continuous service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, retroactive to 10/5/15, in the case of voluntary resignation or retirement, if the employee returns to work within one year, it

ARTICLE 6 SENIORITY (Continued)

will be at the same seniority held at the time of separation.

- 6.5 An employee promoted to a new or higher classification shall have the option of returning to their former classification if such employee fails probation without loss of seniority in the former class.
- 6.6 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.
- 6.7 Should the operations of the 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.
- 6.8 During the term of this Agreement, the employer shall not contract out or subcontract any public work performed by employees covered by this Agreement which would result in a lay off, loss of bargaining unit positions except by attrition, or the reduction of regular hours or salaries of permanent employees as a result of reclassification.

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. Alternative work schedules may be established by mutual agreement of the Labor Management Committee and ratification by a majority of effected employees.
- 7.4 Effective 1/1/18, all full-time employees required to work on Saturday as part of their regular schedule shall be compensated at the rate of forty cents (\$.40) per hour for each hour worked. Effective 1/1/18, all full-time employees required to work on Sunday as part of their regular schedule shall be compensated at the rate of seventy cents (\$.70) 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 shift worked, provided at least five (5) hours of the shift 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 units (as shown in Article 13.1). 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 a credit of not less than two (2) hours' compensatory time for reporting and shall not be required to remain on the Department's premises for a period longer than thirty (30) minutes after reporting time. In those circumstances where the Public Works Department determines that it is necessary in order for the proper work decision to be made, to hold the employees for a period longer than thirty (30) minutes, the employees will receive the two (2) hours' minimum reporting time specified above plus

ARTICLE 7 WORK SCHEDULES - PREMIUM PAY (Continued)

all actual time on the premises of the Public Works Department prior to a decision that work will be canceled for that day. On those days where work is scheduled after a delay, employees will receive their normal working time credit. Employees who refuse assignment will not receive this premium.

- 7.8 An employee who is called to duty during their scheduled off-duty time shall receive a minimum of four (4) hours' compensation.
- 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 classification seniority. All scheduled and call-out overtime assignments in road maintenance operations, excluding Fleet Mechanics, Mechanical Stockroom Clerks 1 & 2, and Equipment Service Workers, when a scheduled night shift is in operation during the week (Monday-Friday), shall first be offered to the employees regularly scheduled on the shift when the work begins. Work commencing between 1:00 p.m. and 1:00 a.m. shall be assigned by classification seniority to the night shift; and work commencing between 1:00 a.m. and 1:00 p.m. shall be assigned to the day shift by classification seniority.
- 7.12 In those situations where an emergency exists relating to the public safety and/or the need for an evaluation as to equipment, personnel or materials is required, the Department shall call those employees who in its judgment are best qualified to deal with the emergency.
- 7.13 Under no circumstance will the Employer assign work solely on the basis of an employee not on duty being available on the premises for assignment.
- 7.14 For winter snowplowing and ice control operations on normal workdays, employees shall be assigned on the basis of their classification seniority. All call outs for other types of winter maintenance work, with the exception of the night crew, shall be in accordance with Article 7.11.
- 7.15 For winter snowplowing and ice control operations on weekends and ~~on~~ holidays, employees shall be called on the basis of their total bargaining unit seniority within their assigned shift, with the exception of Heavy Equipment Operator 2's assigned to Heavy Equipment Operator 2 equipment. Work commencing between 1:00 p.m. and 1:00 a.m. shall first be assigned to the regular weekday

ARTICLE 7 WORK SCHEDULES - PREMIUM PAY (Continued)

night shift; and work commencing between 1:00 a.m. and 1:00 p.m. shall first be assigned to the regular weekday day shift.

- 7.16 A fifteen (15) minute rest period will be provided during both the a.m. and p.m. work periods of the normal work day. When the work day exceeds ten (10) hours and for each four (4) hour period hereafter, 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.
- 7.17 The work schedule for employees on the day shift shall consist of eight (8) hours plus a thirty (30) minute unpaid lunch break. The work schedule for employees on the second and third shift shall consist of an eight (8) hour shift, including a thirty (30) minute paid lunch.
- 7.18 For employees working under the restrictions of the Federal D.O.T. and Ramsey County policies concerning Commercial Drivers Licenses and Drug and Alcohol Testing in effect during the term of this Agreement, the following provisions will apply:
- a) CDL employees responding to emergency call outs or snow events who are called into work prior to one hour or more of their shift start on a day of their regularly scheduled shift shall receive one hour of compensation as emergency response pay.
 - b) CDL employees responding to an emergency call out or snow event on an unscheduled day of work for any shift of four (4) hours or longer duration shall receive one (1) hour of compensation as emergency response pay at the appropriate rate [one and one-half (1.5) or double (2) time] in effect for that day.
 - c) CDL employees responding to an emergency call out or snow event shall receive a paid half (1/2) hour lunch break during any shift of six (6) hours or longer duration.
 - d) Non-CDL employees and Mechanical Stock Clerks 1 & 2 called into work prior to one hour or more of their shift start will receive one-half (1/2) hour of compensation as emergency response pay.
- 7.19 A sign-up list in the affected classifications shall be posted semi-annually for volunteers to fill any scheduled night shift assignments. The senior eligible person from each list shall be selected for filling the position. Assignments shall be from the bottom of the seniority list of the affected class if volunteers are not sufficient, except that the department retains discretion in assigning/not assigning probationary employees.

ARTICLE 8 OVERTIME

- 8.1 Overtime work shall be scheduled 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 in excess of forty (40) hours in any one (1) week, or who are required to work on their regularly scheduled days off, shall earn overtime at the rate of time and one-half.
- 8.2 Compensatory time shall be taken at a time mutually agreeable to the employee and the employer (except as noted in Article 8.3).
- 8.3 Employees shall be required to reduce their compensatory time to one hundred twenty (120) hours by the end of the pay period that includes November 15 of each calendar year. The Employer may require employees who fail to reduce their time to use any accumulated compensatory time over one hundred twenty (120) hours.
- 8.4 By mutual agreement between the employer and the employee an employee may elect to receive cash payment for any overtime worked.
- 8.5 The employer may choose to liquidate by cash payment any overtime in excess of one hundred twenty (120) hours. The employer will give employees a twenty-one (21) day notice of their intent to liquidate by cash payment any time over one hundred twenty (120) hours.
- 8.6 The employer shall maintain informal records of the overtime offered to employees. These records may be destroyed at the end of the calendar year following the year they are recorded. 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. The employer shall periodically provide to the Union records of year-to-date overtime worked.
- 8.7 There shall be no employees assigned to drive or operate any of the maintenance equipment unless all available qualified maintenance persons are working.

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	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Friday after Thanksgiving
Christmas Day	December 25th

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

Floating Holidays (9.4) Two (2) days each year to be granted with 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:

<u>Holiday Worked</u>	<u>Time Worked Credit</u>	<u>Holiday Pay</u>
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
Thanksgiving Day	Double 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. (In accordance with Articles 7.4, 7.5 and 7.6)

ARTICLE 9 HOLIDAYS (Continued)

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

- 1) Employees shall be entitled to up to sixteen (16) hours per year.
- 2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status.
- 3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (same dates as used for vacation max). Maximum accrual will remain at 16 hours.
- 4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accruals for Locals that currently receive 16 hours of floating holiday will be .61536 hour 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.
- 8) No loss in floating holiday accrual to employees who are not allowed to work, due solely to management decision, on "rain days."

ARTICLE 10 VACATION

10.1 All permanent full-time employees shall earn 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, probationary and provisional employee shall earn vacation with pay for each full month of actual service as outlined below. 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. There will be no loss in vacation accrual to employees who are not allowed to work due solely to management decision on "rain days" or "cold days":

<u># of Years of Employment</u>	<u>Accrual in Hrs Per Pay Period</u>	<u>Yearly Accrual In Hrs</u>	<u>Maximum Accrual In Hrs</u>
Less than 3 years	3.0769	80 (10 days)	160 (20 days)
At least 3 years, but less than 8 years	4.6154	120 (15 days)	240 (30 days)
At least 8 years, but less than 10 years	5.2308	136 (17 days)	272 (34 days)
At least 10 years, but less than 13 years	5.5385	144 (18 days)	288 (36 days)
At least 13 years, but less than 18 years	6.1538	160 (20 days)	320 (40 days)
At least 18 years, but less than 23 years	6.7692	176 (22 days)	354 (44 days)
23 years or more	7.6923	200 (25 days)	400 (50 days)

10.3 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 the classification.

10.4 Vacation shall be taken at a time mutually agreeable to the employee and the Employer.

10.5 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.

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. There will be no loss in sick leave accrual to employees who are not allowed to work, due solely to management decision, on "rain days."
- 11.2 Permanent employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 11.3 Sick leave may be authorized for the illness or injury, dental or medical treatment of the employee, or the employee's minor child. "Child" is as defined in Minnesota Statutes 181.940. As of 1/1/2000, an individual under age 18 or an individual under age 20 who is still attending secondary school. Sick leave usage shall be subject to approval and verification by the County Engineer 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.
- 11.4 To be eligible for sick leave payment an employee must notify the 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.
- 11.5 Employees may utilize sick leave up to a maximum of five (5) days upon the occasion of death in the employee's immediate family. Immediate family for the purpose of this section shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, or a person regularly residing in the employee's immediate household, and shall include parents and siblings of the persons regularly residing in the employee's immediate household. This definition does not include aunts and uncles not regularly residing in the household.
- 11.6 In accordance with Minnesota Statutes 181.9413, sick leave not to exceed one hundred sixty (160) hours in a calendar year may be used as a result of an illness or injury of the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. This paragraph does not apply to absences due to the illness or injury of a "child" as described in paragraph (1).
- 11.7 An employee may use sick leave for the safety leave for assistance to themselves or their relatives

ARTICLE 11 SICK LEAVE (Continued)

as described in paragraph (2). For the purpose of this paragraph, "Safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking, as those terms have meaning in Minnesota Statutes 181.9413. Such use of sick leave is subject to the limitations included in paragraph (2).

- 11.8 Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness or serious injury of a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.
- 11.9 Effective 1/1/19, the County will provide three (3) weeks of paid parental leave (pro-rated for part-time employees) for the birth or adoption of a child.
- 11.10 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 months of the birth or adoption. A female employee shall be granted accumulated sick leave during the period of time her doctor certifies she is unable to work as a result of pregnancy or childbirth.
- 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 11.7.
- 11.12 Employees with an accumulation of sick leave credits in excess of one hundred eighty (180) days (1440 hours), may convert excess days to vacation at the rate of two (2) days' sick leave to one (1) day vacation but not to exceed five (5) vacation days in any calendar year.
- 11.13 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 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31.
Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee on a prorated basis, based on the hours worked for the three month period. The three (3) month period shall be the same as identified in the preceding paragraph.
- 11.14 Any Permanent or probationary employee who is injured while performing work within the scope of his/her employment for Ramsey County and by reason thereof is rendered incapable of performing their duties, shall upon approval by the Director of Human Resources, be granted sick leave for each work day up to a maximum of one hundred and thirty (130) days for which

ARTICLE 11 SICK LEAVE (Continued)

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. This additional sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and an employees' normal daily wage.

- 11.15 Any such employee unable to resume the duties of his or her position within or at the end of the recovery period, and on the exhaustion of accumulated normal sick leave, shall be eligible for the sick leave without pay provisions of this contract.
- 11.16 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.
- 11.17 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.
- 11.18 In the event recovery is not sufficient to assume duties previously performed the Union and the Employer shall cooperate in a joint effort to determine if there is another position which the employee is capable of performing. Any employment under this section shall be at an hourly rate appropriate to the duties performed.
- 11.19 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. 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. Employees will return at the same seniority in the salary schedule, will retain promotion rights and will earn vacation schedule seniority for leave under this paragraph. Existence and extent of illness or disability must be verified by a written statement from an appropriate authority when requested by the department head or designee, or the Human Resources Department.
- 11.20 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 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.

ARTICLE 11 SICK LEAVE (Continued)

The twelve (12) weeks of FMLA 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.

- 11.21 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 and Medical Leave Act (FMLA), except when doing so would result in a violation of the FMLA. FMLA time taken under Article 11.17 will count against time allowed under Article 11.18.

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 hours according to Article 12.1 (6) below, provided:

- 1) 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 separation, except that this section shall not apply to an employee whose cause of separation is death, or whose position has been abolished.
- 2) 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.
- 3) 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.
- 4) That the rate of payment shall be based upon the regular daily salary of the employee, in his/her permanent civil service classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
- 5) That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, 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.
- 6) Employees meeting the requirements of this Article will be paid one-half (1/2) of all unused accumulated sick leave hours based on their accumulated sick leave hours at the time of separation up to the following maximums:

	<u>Maximum</u>
Employees with at least 100 hours sick leave but less than 480 hours -	\$ 5,000
Employees with at least 480 hours sick leave but less than 850 hours -	\$10,000
Employees with at least 850 hours sick leave but less than 1,000 hours -	\$11,000
Employees with at least 1,000 hours sick leave but less than 1,150 hours -	\$12,000
Employees with at least 1,150 hours sick leave but less than 1,300 hours -	\$13,000
Employees with at least 1,300 hours sick leave but less than 1,450 hours -	\$14,000
Employees with at least 1,450 hours sick leave but less than 1,600 hours -	\$15,000
Employees with at least 1,600 hours sick leave, but less than 1,750 hours -	\$16,000
Employees with at least 1,750 hours sick leave, but less than 1900 hours -	\$17,000
Employees with 1,900 hour or more -	\$18,000

ARTICLE 13 SALARY RATES

13.1 Wages – The 1/1/18 wage rate for all classifications will be 2.5% higher than the 1/1/17 wage rate. The 1/1/19 wage rate for all classifications will be 2.5% higher than the 1/1/18 rate. The 1/1/20 wage rate for all classifications will be 2.5% higher than the 1/1/19 rate. All wage increases will be effective the first full pay period following January 1 of each year.

Classification

		1/1/18 – 2.5%	1/1/19 – 2.5%	1/1/20 – 2.5%
26A/3	Equipment Service Worker	\$24.907500	\$25.530188	\$26.168442
26/12	Fleet Mechanic	\$31.129250	\$31.907481	\$32.705168
26/9	Heavy Equipment Operator 1	\$27.398250	\$28.083206	\$28.785286
26/11M	Heavy Equipment Operator 2	\$29.243250	\$29.974331	\$30.723690
26/2	Highway Maintenance Laborer	\$25.625000	\$26.265625	\$26.922266
26/5	Highway Sign Worker 1	\$26.814000	\$27.484350	\$28.171459
26/8	Highway Sign Worker 2	28.249000	\$28.955225	\$29.679106
26/11M	Labor Crew Leader	\$29.243250	\$29.974331	\$30.723690
26/1	Mechanical Stock Clerk 1	\$25.040750	\$25.666769	\$26.308438
26/6	Mechanical Stock Clerk 2	\$27.357250	\$28.041181	\$28.742211

13.2 New employees will work at a rate which is ninety percent (90%) of the rates listed above for their classification for a period of six (6) months, after which they shall be advanced to the full rate, except for Equipment Service Workers who shall advance to eighty percent (80%) of Fleet Mechanic rate after six months and eighty-five percent (85%) of the Fleet Mechanic rate after two (2) years.

13.3 Effective the first full pay period following 4/1/18, employees in the above-listed classifications who have completed ten (10) years of continuous service shall receive an additional 1.0% above Step 2. Effective 1/1/07, employees in the above-listed classifications who have completed fifteen (15) years of continuous service shall receive an additional 2% above the ten year step. Employees in the above listed classifications who have completed twenty (20) years of continuous service will receive an additional 2.5% above the fifteen year step. Employees who have completed twenty-five (25) years of continuous service will receive an additional 2% above the twenty year step.

ARTICLE 13 SALARY RATES (Continued)

- 13.4 The probationary period for all employees covered by this collective bargaining agreement is twelve (12) months.
- 13.5 Employees in the classification Fleet Mechanic and Equipment Service Worker shall receive a lump sum tool allowance paid annually with the first full pay period of the year as follows: Six hundred fifteen (\$615) dollars effective 1/1/18, six hundred ninety (\$690) dollars effective 1/1/19, and seven hundred sixty-five (\$765) dollars effective 1/1/20.
- 13.6 The County will provide a vehicle, a driver and compensation to any employee to take examinations for commercial driver's license and/or endorsements.
- Any employee who fails to secure or maintain the required license for their classification shall be reduced to the next lower classification for which they qualify. Any employee who loses their license or fails to maintain their license must immediately notify the County.
- 13.7 a) Effective January 1, 2018, employees operating an excavator weighing 40,000 pounds or more will receive the Heavy Equipment Operator 2 rate, plus \$1.00 add to base wage.
b) Effective January 1, 2018, employees driving a tractor trailer combination and Vector truck shall receive the Heavy Equipment Operator 1 rate plus \$1.00 add to base wage for each hour worked.
- 13.8 An additional salary differential of one dollar thirty cents (\$1.30) per hour shall be paid to the Fleet Mechanic selected to function as Night Lead Fleet_Mechanic. This person shall be designated as the "in-charge" person during their shift. Responsibilities include supervision of other equipment mechanics, equipment service workers, and stockroom. The differential shall be paid to the lead mechanic throughout the normal assigned night shift and on weekends and holidays. This designation shall be offered to mechanics based on seniority. The person accepting shall serve a sixty (60) day probation. If the Employer judges the employee's performance to be unsatisfactory during this trial period, this designation shall be offered to the next senior mechanic. A mechanic removed from this assignment shall be furnished the reason in writing and this removal shall be subject to the grievance process of the contract. *(Note: Pilot Program MOA governs this section for the duration of the CBA 2018 – 2020.)*
- 13.9 Salary rates for dual class employees or employees working in an upgraded classification will advance to the next step when time in grade is appropriate.
- 13.10 Ramsey County will administer a Post Termination Health Care Savings Plan (HCSP) program for the Local 49 bargaining unit. During the term of this agreement, Local 49 member contributions to the HCSP for the 2015-2017 contract period will be as follows:

ARTICLE 13 SALARY RATES (Continued)

- 100% of the employee's vacation, compensatory time, and severance pay will be placed in the employees HCSP account upon his/her termination from employment with Ramsey County.
- 13.11 Ramsey County will contribute a matching contribution of \$30.00 per month to each contributing employee's deferred compensation account (contribution will be pro-rated for part-time employees). Effective the first full pay period following 1/1/19, this contribution will increase to \$35.00 per month with a minimum contribution of \$10.00 per month.
- 13.12 Temporary Upgrades: All employees working in a temporary upgrade shall be paid their vacation and holiday pay at the higher rate of pay during periods they are working out of class. Said payments shall be prorated to reflect the percentage of actual hours worked at a higher rate and shall be paid once annually. Effective January 1, 1999, sick leave pay to a maximum of eighty (80) hours shall be paid at the higher rate of pay during periods of working out of class pursuant to the above.
- 13.13 Upon ratification of the agreement, hours which employees work out of class as a Signworker 1 shall be accumulated. When an employee's total hours working out of class as a Signworker 1 meets or exceeds 2,080 hours, that employee shall be paid as a Signworker 2 when working out of class as a Signworker in the future.
- 13.14 A gainsharing program may be implemented, if developed jointly by the County and the Union, and approved by both parties.
- 13.15 The Employer will pay for maintenance of uniforms for Mechanics and Equipment Service Workers up to a maximum of \$20 per month. This does not include initial purchase of the uniform; the employee will pay for initial purchase.
- 13.16 Effective 1/1/19, the employer shall provide an annual clothing allowance of \$100.00 for all full-time employees in all bargaining unit classifications except Mechanics and Equipment Service Workers for the purchase of insulated coveralls, shirts, jeans, gloves or any combination of above. Part-time employees will be pro-rated.

ARTICLE 14 TUITION REIMBURSEMENT

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 tuition program must have the course work approved previous to enrollment by their department head. Factors upon which an employee's eligibility depends include the past work record of the employee, their service ratings, length of service, the relevancy of the course work to the employee's position, the status of the educational institution and availability of funds. If the employee leaves the County service within one (1) year after completion of a course taken under this rule, the employee must refund the amount paid by the County. Effective 1/1/2018, the annual education allowance shall be limited to \$2,600; effective 1/1/19, the annual education allowance shall be limited to \$4,000.

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:

2018 – Employees shall contribute \$65 for single coverage. For family coverage, the County shall pay 75% of the premium increase from 2017 to 2018 and the employee shall pay 25% of the increase.

2019 – Employees shall contribute \$65 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2018 to 2019, 75% County/25% employee.

2020 – Employees shall contribute \$70 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2019 to 2020, 75% County/25% employee.

Changes will be effective on January 1 of each year.

(2) Dental Insurance:

2018 – The County and the employee will split the increase in premium for single and family coverage 50/50.

2019– The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

2020– The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

Changes will be effective January 1 of each year.

(3) Life Insurance:

The County will provide group life insurance equal to one times an employee’s annual salary. (minimum \$10,000, maximum \$50,000). Optional life insurance will be employee paid.

(4) Long-Term Disability:

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

ARTICLE 15 INSURANCE (Continued)

(5) Short-Term Disability:

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

The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

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

ARTICLE 15 INSURANCE (Continued)

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

ARTICLE 15 INSURANCE (Continued)

(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):

2018 - 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 \$60.00 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 \$130.00 per month.

2019 - 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 \$60.00 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 \$130.00 per month.

2020 - 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

ARTICLE 15 INSURANCE (Continued)

retiree pays no less than \$65.00 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 \$140.00 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 PART-TIME EMPLOYEES

- 16.1 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.
- 16.2 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 standard 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 17 PAID LEAVE PENDING INVESTIGATION

17. 1 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.

ARTICLE 18 INDIVIDUAL RIGHTS

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

ARTICLE 19 GENERAL PROVISIONS

- 19.1 Union Bulletin Board – The Employer agrees to furnish and maintain suitable bulletin boards in convenient places. The Union shall limit its postings to official notices and bulletins of the Union to such bulletin boards.
- 19.2 Personnel Files – Any subject matter placed in the employee's personnel file shall be served upon the employee in writing. All materials in the employee's file shall be available for the employee's inspection.

ARTICLE 20 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

20.1 This Agreement shall represent the complete Agreement between the Union and the County.

20.2 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 Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 21 SAVINGS CLAUSE

21.1 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 22 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2018 to December 31, 2020, 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 10th day of April 2018.

WITNESSES:

Jean Shambly 4/24/18

RAMSEY COUNTY

Jim M. [Signature]
Chair, Ramsey County Board of Commissioners

Julie Kleinschmidt
Ramsey County Manager

Approved as to form by:

[Signature]
Assistant County Attorney

Date: 5/1/18

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #49

by: [Signature]
Business Manager, Local 49

[Signature]
Business Representative

Bargaining Unit Committee Members
[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

**LETTER OF AGREEMENT
between**

I.U.O.E. LOCAL 49

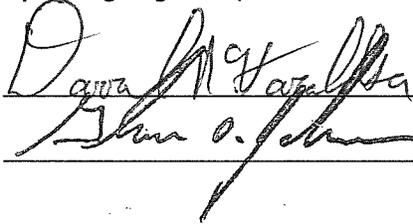
and

COUNTY OF RAMSEY

1. The Employer will not assign Summer Laborers to operate equipment as their principle duty.
1. The Labor/Management Committee will develop a procedure where employees will be given an opportunity on an annual basis to indicate their interest in temporary assignments to the following areas: Stock Room, Sign Shop, Survey or Construction Crew and Wood Shop.

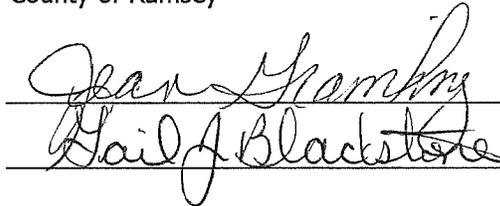
Employees indicating an interest in these assignments shall be selected by seniority when such assignments are for longer than one (1) day.

International Union of
Operating Engineers, Local 49



Date: 9-13-06

County of Ramsey



Date: 7/10/06

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between International Union of Operating Engineers, Local 49 (hereafter "I.U.O.E. Local 49") and the County of Ramsey (hereafter "County").

WHEREAS, The parties reached an understanding with respect to the equipment classification system in 1993; and

WHEREAS, The job classification for Motor Equipment Operator has since been changed to Highway Maintenance Operator, necessitating an amendment in the previous agreement; and

WHEREAS, the job classification for Highway Maintenance Operator has been incorporated into the classification of Heavy Equipment Operator I, effective 1/1/10.

NOW, THEREFORE, The parties agree as follows:

- 1. For the purpose of determining the rate of pay for the work performed, the County of Ramsey and I.U.O.E. Local 49 have agreed to utilize the following equipment classification system:

HIGHWAY MAINTENANCE LABORER

Employees in this class operate hand tools, power hand tools, motorized hand operated equipment, and motor vehicles less than 10,000 pounds GVWR, including vehicle-trailer combinations.

Employees also operate and/or transport trailer mounted motor equipment (for example, the melter pot, compressor and steam cleaner) with a Labor Crew Leader present.

HEAVY EQUIPMENT OPERATOR I

Employees in this class operate trucks with two or more axles, with weights of 10,000 pounds GVW or more, snowplow truck units with underbody blades and wings, snowplow truck units greater than 26,000 pounds GVW with front mounted plows, and vehicles requiring CDL endorsements (for example, hazardous materials or tanker).

Employees also operate specialized operation equipment (e.g., tractor mowers, asphalt distributor, flush truck, High Ranger, road sweeper, and chip spreader) and rollers and skid steer loaders.

HEAVY EQUIPMENT OPERATOR II

Employees in this class operate vehicles normally considered heavy construction equipment with a basic function other than transportation (for example, backhoes, pavement recyclers, dozers, graders, and pavers).

- 2. This Memorandum of Agreement constitutes the full and complete agreement of the parties regarding this matter.

County of Ramsey

[Handwritten signature]

Date: 10-11-12

International Union of
Operating Engineers, Local 49

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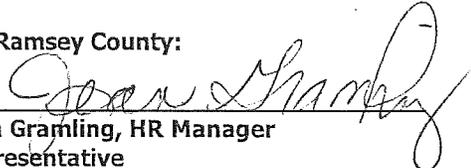
Date: 11-10-12

MEMORANDUM OF UNDERSTANDING
Between
Ramsey County
And
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 49

Central Pension Fund

- A. The Central Pension Fund (CPF) is a supplemental Pension Fund authorized by Minnesota Statute. §356.24, Subdivision 1 (10).
- B. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the County will not be funded from any source other than this wage reduction.
- C. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
- D. The parties in the course of negotiations agreed that the County's only role in this CPF is to pay the contribution directly to the CPF. The County has not made any representations on the tax effects of such contributions to its covered employees or otherwise provided any advice or counsel on the effects of such a plan or its advisability.
- E. A contribution of \$2.40 per straight time hour worked prevents any employee's annual CPF contributions from exceeding \$5,000.00 in a year and therefore complies with limitations set forth under Minnesota Statute § 356.24, Subd, 1 (10) as amended.
- F. The Union agrees to indemnify and hold the County, its officers, agents, representatives and employees harmless against any liabilities, claims, suits, orders or judgment, brought against the County, officer, agent, representative or employee as a result of any actions taken or not taken by the County pursuant to the Memorandum of Agreement. The "hold harmless" clause does not hold the County harmless for failing to transfer the agreed contributions to the CPF.
- G. The parties agree that the Public Employees Retirement Association interprets employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
- H. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.
- I. Effective 4-4-09 the contribution rate equals \$1.00 per straight time hour worked.
- J. The parties agree that effective January 1, 2012 no increase to the CPF contribution rate will be implemented.
- K. Members, by majority vote, may change the contribution rate at anytime during the life of this agreement. The Union and the employer will work together to implement member approved changes as soon as is practicable.

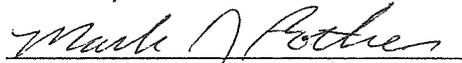
For Ramsey County:



Jean Gramling, HR Manager
Representative

10-11-12
Date:

For IUOE, Local 49:



Mark J Pothien, Area Bus.

11-6-12
Date:

IUOE Local 49

MEMORANDUM of AGREEMENT

Ramsey County
And
IUOE Local 49

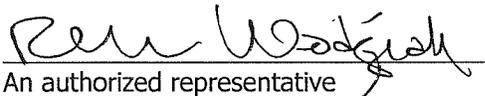
Ramsey County (County) and IUOE Local 49, agree to the following, effective January 1, 2014:

1. An employee who has satisfied the elimination period for either short term or long term disability may, at the employee's option, retain a sick leave bank of up to 80 hours when the employee begins an unpaid medical leave, provided the employee has a bank of paid sick leave hours remaining after satisfying the elimination period.
2. An employee with a paid sick leave bank of 80 hours or less after satisfying the elimination period for either short or long term disability may elect to retain either all or none of their remaining sick leave bank.
3. If the employee elects to retain a sick leave bank after satisfying the elimination period for either short-term or long-term disability, the employee may not use any time from that bank until the employee returns from unpaid medical leave.
4. If the employee does not return from unpaid medical leave, the time retained in the 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


An authorized representative


An authorized representative

1-30-14
Date

1-14-14
Date

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

Ramsey County
And
IUOE Local 49 (Maintenance-Mechanical)

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 IUOE Local 49 (Maintenance-Mechanical) agree to the following, effective January 1, 2015 through December 31, 2017:

1. Modify 16.2 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 16.2 of the labor agreement to change the standard hours worked threshold to receive 2/3 of the County contribution for regularly scheduled part-time employees from at least 50% but less than 80% of full-time, to at least 50% but less than 75% of full-time.
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 agreement, with the same County contribution provided to Regular Permanent employees.

For the Employer

For the Bargaining Unit

Paul Woodcock
An authorized representative³

Mark J. Roberts
An authorized representative

1-16-15
Date

1-16-15
Date

IUOE Local 49

**MEMORANDUM OF AGREEMENT
VACATION ADVANCE**

This Memorandum is entered into between the County of Ramsey and the International Union of Operating Engineers, Local 49.

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

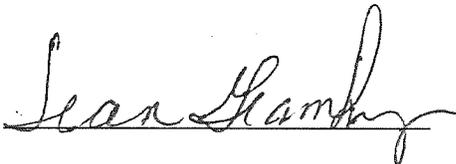
WHEREAS, The parties have agreed to allow employees to use vacation in advance of accrual subject to certain restrictions;

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 there are not sufficient funds, the employee will be required to repay the County the value of those hours.
4. All advanced vacation must be repaid to the County before any future vacation advancement requests will be considered.
5. An employee may not have more than 40 vacation hours advanced to him/her at any time.
6. Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Article 10 continue to apply.
7. 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 Memorandum of Understanding to be executed this 7th day of July, 2015.

FOR THE COUNTY OF RAMSEY



FOR IUOE, Local 49



MEMORANDUM OF AGREEMENT

Staffing for Snow and Ice Maintenance Activity Call In

This Memorandum of Agreement is entered into between International Unions of Operating Engineers, Local 49 (hereafter "I.U.O.E. Local 49") and the County of Ramsey (hereafter "County") to clarify Section 15 of Article 7 Work Schedules – Premium Pay, of the Labor Agreement between County of Ramsey and the International Union of Operating Engineers Local #49 Maintenance-Mechanical.

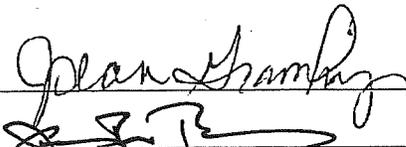
With respect to the "call-in" of Heavy Equipment Operator 2's and Heavy Equipment Mechanics for weekend or holiday snow and ice maintenance activities, the following shall be applied:

1. When five (5) or more maintenance staff are called in on the basis of total bargaining unit seniority on weekends or holidays for snow and ice maintenance activities, the supervisory staff will call in a Heavy Equipment Operator 2. The Heavy Equipment Operator 2 will be assigned to start their shift to operate a Heavy 2 piece of equipment. Once the assigned duties as a Heavy Equipment Operator 2 on the shift are determined unnecessary by supervisory staff, during the same shift, the employee can be reassigned to perform other work duties as assigned, either as a Heavy Equipment Operator 1 or Laborer during the shift. If Heavy Equipment Operator 2 has already been called in by total seniority in the first five (5) staff members, no additional Heavy Equipment Operator 2 will be called in out of total seniority.
2. When seven (7) or more maintenance staff are called in on weekends or holidays for snow and ice maintenance activities the supervisory staff will contact the Mechanic Supervisor regarding the call in. The Mechanic Supervisor will call in a minimum of two (2) Heavy Equipment Mechanics by total seniority to work during the snow and ice activities are being addressed.
3. This Memorandum of Agreement constitutes the full and complete agreement of the parties regarding this matter.

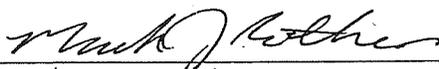
IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 6th day of December, 2016.

FOR THE COUNTY OF RAMSEY

FOR I.U.O.E. Local 49







MEMORANDUM OF AGREEMENT

Agreement for Pilot Program in Assignment of Lead Fleet Mechanic

This Memorandum of Agreement is entered into between International Unions of Operating Engineers, Local 49 (hereafter "UNION") and the County of Ramsey (hereafter "EMPLOYER") to document an agreement reached during 2018 – 2020 collective bargaining negotiations. Sections 13.5 and Section 13.8 are subject to this agreement.

1. The UNION and EMPLOYER agree to a pilot program for assigning Lead Fleet Mechanics for the duration of the 2018 – 2020 Collective Bargaining Agreement.
2. The pilot program will allow the EMPLOYER to assign Lead Fleet Mechanics at the EMPLOYER's discretion and without regard to seniority.
3. For the duration of the pilot program the following language shall replace the existing language of section 13.8:

An additional salary differential of \$1.30 per hour shall be paid to the Heavy Equipment Mechanic assigned as Lead Fleet Mechanic by the employer. This person shall be designated as the "In charge" person during their shift. Responsibilities include supervision of other mechanics, equipment service workers, and stockroom.

4. Upon expiration of the Collective Bargaining the UNION and EMPLOYER will discuss whether to continue the pilot program.
5. If the program is not continued, the language of Section 13.8 will revert back to the language contained in the 2015 – 2017 Collective Bargaining Agreement with the exception of the salary differential.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 10th day of April, 2018.

FOR THE COUNTY OF RAMSEY

FOR I.U.O.E. Local 49

Dean Hamby 4/24/18

Ronald Jones