

LABOR AGREEMENT  
BETWEEN  
COUNTY OF RAMSEY  
and  
LAW ENFORCEMENT LABOR SERVICES  
EMPLOYEES UNION, LOCAL 349

**ARTICLE 1 PURPOSE OF AGREEMENT**

This Agreement is entered into as of January 1, 2018, between the County of Ramsey, hereinafter called the Employer, and Law Enforcement Labor Services, Local 349, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto:
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

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

**LOCAL #349 – DISPATCHER/TELECOMMUNICATOR  
INDEX – 2018, 2019, 2020**

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## **ARTICLE 2 RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under the Public Employment Labor Relations Act of 1971 as amended, for all personnel in the following job classifications:
- 9-1-1 Telecommunicator
  - Public Safety Dispatcher
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 Neither the Union nor the employer shall discriminate against any employee because of Union membership or non-membership, nor because of age, color, creed, handicap, national origin, parental or marital status, political belief, race, religious, sexual or affectional preference, sex, receiving public assistance or social services, or because of a previous emotional or mental disturbance. Sexual harassment shall be considered discrimination under this Article.

### **ARTICLE 3 DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services Union, Local 349.
- 3.2 UNION MEMBER: A member of the Law Enforcement Labor Services Union, Local 349, in the bargaining unit to which this contract applies.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 COUNTY: County of Ramsey.
- 3.5 EMPLOYER: County of Ramsey.
- 3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services Union, Local 349.
- 3.7 DEPARTMENT: The department in which a bargaining unit member is employed.
- 3.8 DEPARTMENT HEAD: Director of Emergency Communications.

#### **ARTICLE 4 EMPLOYER SECURITY**

- 4.1 Neither the union, its officers or agents, will engage in, encourage, sanction, support or suggest any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971 as amended. In the event of a violation of this Article, the Union shall join with the employer to warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act of 1971, as amended.

## **ARTICLE 5 EMPLOYER AUTHORITY**

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

## **ARTICLE 6 UNION SECURITY**

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

## **ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

### **7.1 Definition of a Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

### **7.2 Union Representatives**

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated as provided by 6.2 of this Agreement.

### **7.3 Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

### **7.4 Procedure**

Grievances, as defined by Section 7.1 shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such

**ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE** (Continued)

Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Minnesota Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with Minnesota Statutes Section 179A.21, Subdivision 2, or by another method mutually agreeable to the parties.

7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, which ever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

**ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)**

7.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

## **ARTICLE 8 SAVINGS CLAUSE**

8.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision(s) may be re-negotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE 9 SENIORITY**

- 9.1 The Human Resources Department shall establish seniority lists for all permanent employees in the bargaining unit. Said lists shall be posted in appropriate locations. A seniority roster shall be maintained by the employer on the basis of sum total length of compensated employment by classification.
- 9.2 An employee may be granted a change in classification, if such change is for medical reasons and is approved by the department head or designee. An employee who exercises this option shall be credited with any seniority previously earned within his/her job series in the classification to which he/she is being transferred.
- 9.3 An employee who accepts a voluntary demotion to a previously held title, for non-medical reasons, shall be credited with any seniority previously earned in the prior classification for purposes of layoff and calculation of years of service for step movement. An employee who takes a demotion to a previously held title due to medical reasons, as approved by the employer, shall be credited for seniority earned in the previous classification for purposes of layoff, calculation of years of service for step movement, shift bidding and vacation bidding.
- Demoted employees who have not previously held their new title will not be credited with prior classification seniority for purposes of layoff, except for the following:
- 1) Employees demoted from Public Safety Dispatcher to Law or Fire Dispatcher
  - 2) Employees with a Ramsey County service date of October 30, 2006 or earlier.
- 9.4 Following a voluntary demotion, or demotion due to medical reasons, the employee will be placed on an available shift in the new title. The vacated position will be filled in accordance with departmental procedures used for filling open positions.
- 9.5 A reduction of work force will be accomplished on the basis of seniority. Seniority for layoff purposes is to be defined as all seniority within the employee's job series. This seniority ranking may be by-passed only if the employees cannot perform the duties of the functions required. An employee shall be recalled from layoff on the basis of seniority. An employee on a layoff shall have an opportunity to return to work within two years of the time of layoff before any new employee is hired.
- 9.6 Seniority by classification shall prevail January 31, and as vacancies occur for shift assignment except for cause.
- 9.7 The Employer shall post a seniority list each December 1st. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be prepared.
- 9.8 Shift Bids – Prior to the annual work scheduled bid, if requested by the Union, the Employer and the Union shall meet and confer regarding the details of the bid process.

## **ARTICLE 10 DISCIPLINE**

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- a) Oral Reprimand;
  - b) Written Reprimand;
  - c) Suspension;
  - d) Reduction;
  - e) Discharge.
- 10.2 Suspensions, reductions and discharges will be in written form.
- 10.3 Written reprimands, to become part of an employee's personnel file shall be read and acknowledged by signature of the employee.
- 10.4 Written reprimands shall be removed from an employee's personnel file after four (4) years if not part of a continuing record. Suspensions shall be removed after six (6) years if not a part of a continuing record.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 Discharges will be preceded by five (5) day suspension without pay.
- 10.7 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.8 Grievances under this article shall be initiated by the union at step one of the grievance procedure under Article 7, unless the employer and the union mutually agree to begin at a higher step in the grievance procedure.
- 10.9 Choice of Remedy - An Employee with a contract related grievance must select either the appropriate non-bargaining procedure or the grievance procedure provided by this contract. In no instance will an employee be permitted to seek a remedy under both provisions for the same grievance.

**ARTICLE 11 CONSTITUTIONAL PROTECTION**

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

## ARTICLE 12 OVERTIME

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

### **ARTICLE 13 CALL BACK TIME, AND ON-CALL PAY**

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

## ARTICLE 14 HOLIDAYS

14.1 Only those employees who work five (5) days on duty and two (2) days off, for whom a legal holiday is a scheduled day of work, shall be paid at their regular rate of pay for work performed on the legal holiday and be granted an alternate day off.

14.2 Holidays are defined as:

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

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

- a) Every employee wishing to take "floating holidays" must request permission of the department head at least five (5) days prior to the holiday.
- b) Floating holiday hours in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year. Maximum accrual is 16 hours.
- c) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accrual for a full pay period will be .61536.
- d) Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.
- e) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.
- f) No loss in accrual for full-time employees for up to 40 hours per pay period for no more than 2 consecutive pay periods for unpaid union leave.

14.4 Employees eligible to receive holidays shall earn credit for work on Christmas Day and New Year's Day at triple time and 2-½ times credit for work on Thanksgiving Day provided at least five (5) hours of the shift falls on the holiday. Employees who are on the four (4) days on duty and

**ARTICLE 14 HOLIDAYS** (Continued)

two (2) days off schedule, or six (6) days on duty and three (3) days off schedule, who work on Christmas Day shall receive four (4) hours of additional pay at the regular wage rate.

14.5 Employees who work a schedule other than five (5) days on and two (2) days off, (4) days on and two (2) days off, or six (6) days on and (3) days off, shall be credited with holiday benefits as follows:

- a) Employees for whom a holiday is a scheduled day of work, (excluding Christmas Day, New Year's Day, and Thanksgiving), shall be paid at their regular rate of pay for work performed on the holiday and be granted eight (8) hours holiday credit. Employees for whom a holiday is a scheduled day off shall be granted eight (8) hours holiday credit.
- b) Employees who work on Christmas Day, December 25th, or New Year's Day, January 1st, shall be paid their regular rate of pay for hours worked and be credited with an additional two (2) times the hours worked provided at least five (5) hours of the shift falls on the holiday. Employees scheduled to work Thanksgiving shall be paid their normal rate of pay for hours worked and be credited with an additional one and one-half (1.5) times the hours worked provided at least five (5) hours of the shift falls on the holiday.
- c) Employees who work a schedule other than five (5) days on and two (2) days off shall accrue floating holiday hours in accordance with Section 14.3.
- d) Employees who pick-up or are mandated to work outside of their regularly scheduled bid rotation on Christmas Day, December 25 or New Year's Day, January 1<sup>st</sup> shall be paid their regular rate of pay for hours worked with an additional two (2) times the hours worked, up to a maximum of sixteen (16) hours, provided at least five (5) hours of the shift fall on a holiday.

Employees who pick-up or are mandated to work outside of their regularly scheduled bid rotation on Thanksgiving Day shall be paid their regular rate of pay for hours worked and be credited with an additional one and one half (1.5) times the hours worked, up to a maximum of twelve (12) hours, provided at least five (5) hours of the shift falls on the holiday.

Employees may not receive holiday pay more than once for any given holiday.

14.6 Effective upon the Ramsey County Board approval of the 2018-20 labor agreement, employees who are eligible to receive holidays and subsequent holiday leave hours earned in lieu of a holiday, excluding Floating Holidays, shall be capped in the following manner.

- a) Employees hired on or after January 1, 2018 will not be permitted to accumulate a balance of more than eighty-four (84) holiday reserve hours.

**ARTICLE 14 HOLIDAYS** (Continued)

- b) Employees hired prior to January 1, 2018 will not be permitted to accumulate a balance of more than one hundred twenty (120) hours. Employees whose balance exceeds one hundred twenty (120) hours as of the Ramsey County Board approval of the 2018-20 labor agreement will not be permitted to bank additional holiday reserve hours above their balance at the time of approval, until their balance is less than one hundred twenty (120) hours.
- c) Any holiday reserve hours earned above the cap limit will be liquidated.

## **ARTICLE 15 WORK SCHEDULES - PREMIUM PAY**

- 15.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 15.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the department head.
- 15.3 The normal work year shall be two thousand eighty (2,080) hours for permanent full-time employees to be accounted for as follows:
- a) Scheduled hours of work
  - b) Authorized paid leave time
  - c) Training authorized by the Employer
- 15.4 All permanent full-time employees shall serve a one (1) year probationary period.
- 15.5 Effective the first full pay period following Ramsey County Board approval of the 2018-20 labor agreement, all full-time employees or part-time employees receiving pro-rata benefits, required to work as part of their regular schedule, between the hours of Friday 1700 (5pm) to Monday 0630 (6:30am) shall be compensated a differential at the rate of seventy-five cents (\$0.75) for each hour worked between the above-identified hours. This differential shall increase to eighty cents (\$0.80) per hour, effective the first full pay period following January 1, 2020.
- 15.6 Any full-time employee who works on a shift beginning earlier than 6 a.m. or ending later than 6 p.m. shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. The night differential shall be paid as additional compensation equivalent to six and one-half percent (6-1/2%) of the first step in the salary range established for the classification in the bargaining unit. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves. Article 15.7 will apply beginning January 1, 1989 and continue for 1990.
- 15.7 Compensation shall not be paid more than once for the same hours worked under any provision of this Agreement.
- 15.8 Employees who have not completed their probationary period may be prohibited from bidding shifts.

## **ARTICLE 16 CLOTHING ALLOWANCE**

- 16.1 Employees who are required to wear uniforms will receive an amount of three hundred thirty-five dollars (\$335), effective January 1, 2014, as a clothing allowance for use in purchasing replacement of uniforms as required. For employees who receive this allowance but do not work a full calendar year, this amount will be adjusted on a pro rata basis. New employees will receive a pro-rated clothing allowance upon completion of probation. In the event a Class A uniform is required by the Employer, it will be part of the original issue. Effective January 1, 2013 employees will be allowed to carryover up to one hundred fifty dollars (\$150) of the uniform allowance into the next contract year.
- 16.2 Employees may submit claims to replace prosthetic appliances, personal effects or other property of the employee where such personal effect, prosthetic or other property are destroyed or damaged in the course of the employee's employment provided that recovery cannot be made under Workers' Compensation Laws.

## **ARTICLE 17 SICK LEAVE**

- 17.1 Sick leave shall be earned by permanent full-time employees at the rate of one and one-fourth (1-1/4) working days for each full month of service. Sick leave accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two consecutive pay periods.
- 17.2 Permanent employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 17.3 Sick leave may be authorized for 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 the 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 department head or the Human Resources Department, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, or other information deemed necessary.
- 17.4 To be eligible for sick leave payment, an employee must notify the department head or designee one hour prior to the starting time of his/her scheduled shift. This notice may be waived if the department head determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. Those employees who misuse sick leave will be subject to disciplinary action.
- 17.5 Sick leave not to exceed forty (40) hours may be utilized upon the occasion of death in the employee's immediate family. Immediate family for the purpose of this section shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, or a person regularly residing in the employee's immediate household, and shall include parents and siblings of persons regularly residing in the employee's immediate household. This definition does not include aunts and uncles not regularly residing in the household.
- 17.6 Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness of a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.
- 17.7 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 17.3.
- 17.8 An employee may use sick leave for safety leave for assistance to themselves or their relatives as described in paragraph 17.7. 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,

**ARTICLE 17 SICK LEAVE** (Continued)

as those terms have meaning in Minnesota Statutes 181.9413. Such use of sick leave is subject to the limitations included in paragraph 17.7.

- 17.9 Pregnant employees of Ramsey County shall be eligible for the use of paid and unpaid sick leave in the same manner as any other disabled or ill Ramsey County employee. Such sick leave eligibility shall begin upon certification by the employee's attending physician that due to pregnancy, the employee is disabled in terms of her ability to perform the duties of her position. Such employee shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or disabled County employee during the remaining period of pregnancy until such time as the employee is certified able to return to work by her attending physician.
- 17.10 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 (6) months of the birth or adoption.
- 17.11 An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted a leave of absence for a period not to exceed two (2) years. When there are fewer than three months between periods of leave of absence under this section, for the same illness or accident, the periods of absence will be added together to determine the length of leave that may not exceed two years, except that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving Workers' Compensation. Employees will return at the same seniority in the salary schedule. Existence and extent of illness or disability must be verified by a written statement from an appropriate medical authority when requested by the department head or designee, or the Human Resources Department. An employee who is granted a leave of absence without pay for illness or disability shall have the right to be reinstated to a position in their department in the classification held at the time the leave started, prior to or at the end of the term of the leave. The Employer may require a report from an appropriate medical authority attesting to the employee's fitness to return to work before allowing the employee to return from unpaid sick leave.
- 17.12 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties shall upon written request to the Director of Human Resources accompanied by a physician's certificate acceptable to the Director of Human Resources be granted sick leave for each work day up to a maximum of one-hundred-thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave theretofore accumulated by them. Said sick

**ARTICLE 17 SICK LEAVE** (Continued)

leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and 80% of an employee's normal daily wage.

In the event an employee absence due to a work related injury does not qualify for Workers' Compensation solely because of a statutory waiting period, each day of said absence shall be considered as "a day for which Workers' Compensation benefits are paid" under the provisions of this rule.

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

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

- 17.13 a. Employees with an accumulation of sick leave credit in excess of ~~180 days (1440 hours)~~ may convert the excess hours to vacation at the rate of sixteen (16) hours sick leave to eight (8) hours of vacation, not to exceed forty (40) hours in any calendar year. The vacation days must come under the maximum accumulation allowable under Section 19.2 (Accumulation of Vacation).
- b. Full-time employees, who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31. Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee on a pro-rated basis, based on hours worked for the three month period. The three (3) month periods are from January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31.
- 17.14 An employee whose paid sick leave is exhausted may be required to use that portion of their vacation accrual in excess of eighty (80) hours before being granted time off without pay.

**ARTICLE 18 SEVERANCE PAY**

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

- (1) That at the time of separation, the employee has at least four hundred eighty (480) hours of accumulated sick leave to his/her credit.
- (2) That at the time of separation from the County service the employee must have been employed by the County in the classified service for at least ten (10) years prior to his/her separation, except that this section shall not apply to an employee whose cause of separation is death, or whose position has been abolished, or who was required to retire from the service under the provisions of the Compulsory Retirement Law, Laws of Minnesota 1981, Chapter 68, Section 38.
- (3) An employee whose position has been abolished shall have the option of waiting until his/her eligibility for reinstatement expires as provided elsewhere in the rules, before applying for severance pay.
- (4) That no classified employee who is on a leave of absence to accept a position in the exempt service of the County shall be eligible for severance pay until his/her employment is finally terminated.
- (5) That the rate of payment shall be based upon the regular daily salary of the employee, in his/her permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
- (6) That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, his/her sick leave shall be calculated as though he/she were a new employee. No employee shall receive more than one (1) severance payment from the County.
- (7) That effective January 1, 2003, the following maximum severance payments will be made, based on sick leave hours accumulated at the time of resignation or retirement:

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

**ARTICLE 19 VACATIONS**

- 19.1 All permanent full-time employees shall be eligible for vacation leave benefits except newly hired employees, who shall not be eligible to utilize vacation benefits during the first six (6) months of employment.
- 19.2 Each permanent employee paid on a monthly basis shall be granted vacation with pay for each full month of actual service rendered on the following basis. Vacation accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods:

<u>Number of years of Employment</u>	<u>Accrual in hrs. Per Pay Period</u>	<u>Yrly. Accrual in Hours</u>	<u>Maximum Accrual in Hours</u>
Less than 4 years	3.6923	96	192
At least 4 years, but less than 9 years	4.6154	120	240
At least 9 years, but less than 15 years	5.2308	136	272
At least 15 years, but less than 23 years	6.4615	168	336
23 years or more	7.6923	200	400

- 19.3 Vacation choice will be by seniority within the employee’s classification. Employees will bid vacation twice a year for the following six month periods; February through July, and August through January.  
  
Prior to the annual vacation bid, if requested by the Union, the Employer and the Union shall meet and confer regarding the details of the bid process.
- 19.4 Vacation may be accumulated to twice the employee's annual accrual. Vacation accumulated in excess of this will be lost. Any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year.
- 19.5 Employees who have successfully completed their initial probationary period may be advanced up to forty-hours (40) of vacation before it is accrued, subject to the following requirements:
  - a) Requests for vacation advancement are subject to the same approval provisions as other vacation requests;
  - b) advanced vacation may not be placed in the employees accrued vacation balance;

**ARTICLE 19 VACATIONS** (Continued)

- c) advanced vacation hours must be immediately repaid from future vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If there are not sufficient funds, the employee will be required to repay the County the value of those hours.
- d) all advanced vacation must be repaid to the County before any future vacation advancement requests will be considered.
- e) An employee may not have more than 40 vacation hours advanced to him/her at any time.
- f) Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Articles 19.2 and 19.4 continue to apply.
- g) An employee may not donate advanced vacation hours to another employee. An employee may not be required to request that vacation hours be advanced to them, before being eligible to receive donated hours.

## **ARTICLE 20 INSURANCE**

20.1 Employee Insurance – The County will provide the following insurance contributions on the 1<sup>st</sup> 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 20 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.

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

### 20.2 **Eligibility**

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

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

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

**Current insurance eligible employees hired between 7/1/92 and 12/31/05** – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, **or** opt out of the current

**ARTICLE 20 INSURANCE** (Continued)

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 1<sup>st</sup> 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 1<sup>st</sup> full pay period following the employee's five

**ARTICLE 20 INSURANCE** (Continued)

(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):

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

**ARTICLE 20 INSURANCE** (Continued)

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 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.

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

## **ARTICLE 21 LEGAL SERVICES**

21.1 The County of Ramsey agrees to defend, save harmless and indemnify each of its officers and employees, whether elective or appointive, against a tort claim or demand, whether groundless or otherwise, arising out of each alleged act or omission occurring in the performance of duty, except malfeasance in office or willful or wanton neglect of duty.

## **ARTICLE 22 EDUCATION**

22.1 Any employee who, in order to improve his/her work performance, takes courses which have a direct relationship to his/her work, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by the department head and the Director of Human Resources. Factors upon which an employee's eligibility depends, includes the past work record of the employee; his/her service ratings; length of service; the relevancy of the course work to the employee's position; the status of the educational institution and availability of funds. If the employee leaves the County service within one (1) year after completion of a course taken under this rule, he/she must refund the amount paid by the County. Effective January 1, 2018, Ramsey County will increase the annual tuition reimbursement allowance to \$2,600 per employee. Effective January 1, 2019, Ramsey County will increase the annual tuition reimbursement allowance to \$4,000.

## **ARTICLE 23 SAFETY**

- 23.1 Employer and employee shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates Federal and State safety standards, the matter shall be brought to the attention of the department head. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth herein.
- 23.2 Employees shall be allowed adequate time from work within each four (4) consecutive hours of work to use the nearest convenient restroom and/or a relief from work.

## **ARTICLE 24 LEAVES OF ABSENCE**

- 24.1 Employees shall be eligible for unpaid leaves of absence under this article after thirty (30) days' service with the Employer.
- 24.2 Any request for a leave of absence shall be submitted in writing by the employee to the Employer or designee. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. If approved by the employer, authorization for a leave of absence shall be furnished to the employee in writing
- 24.3 An employee who is granted a leave of absence without pay under this Article shall have the right to be reinstated to a position in their department in the classification held at the time the leave started, prior to or at the end of the term of the leave
- 24.4 Employees on leave of absence under this Article shall retain their classification seniority while on leave of absence. The time on leave will not count toward eligibility for salary increases or increases in vacation accrual.
- 24.5 Neither benefits nor salary increases shall be earned by employees while on a leave of absence without pay. Employees returning to work after leave without pay will be paid at the same salary step held at the time the leave began.
- 24.6 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the Employer except those paid for duty on the employee's normal day off and those paid for meals and mileage. Any hours not on jury duty shall be worked. The Employer will make an effort to accommodate the schedules of employees called to jury duty.
- 24.7 Personal Leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed not to exceed a total leave of twelve (12) months.
- 24.8 Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.
- 24.9 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.
- 24.10 Either parent adopting a child or the spouse of the woman having a child shall be granted a personal leave, not to exceed six (6) months, at the request of the employee. Employees under this provision shall not be eligible for paid sick leave during the period of leave.
- 24.11 Educational leaves of absence may be granted for a maximum of two (2) years.
- 24.12 Family and Medical Leave: Employees who have worked for at least twelve (12) months and who have been employed for at least 1,250 hours in the previous 12 months may take up to twelve (12) weeks of leave for the following reasons: (as provided in the FMLA)

**ARTICLE 24 LEAVES OF ABSENCE** (Continued)

- a. Birth of the employee's child. (Also see 17.9 and 17.10)
- b. Placement of a child with the employee for adoption or foster care.
- c. To care for the employee's spouse, child or parent who has a serious health condition.
- d. A serious health condition that makes the employee unable to perform his or her job.

The twelve (12) week leave under (a) or (b) shall not be taken intermittently or on a reduced leave schedule without the consent of the employee's department. The twelve (12) week leave may be taken on an intermittent or reduced basis with appropriate medical evidence under (c) or (d).

This leave shall be unpaid except that the employee may substitute paid sick leave as provided for, and under the limitations described in Article 17 (Sick Leave), floating holidays, accrued compensatory time, or paid vacation if available. "Child" under this section shall be defined as "son or daughter" as defined in the Family and Medical Leave Act. This definition is: a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

The department may require the employee to exhaust all paid leave prior to using unpaid leave. In no case shall the department be required to allow the employee to take a combination of paid and unpaid leave greater than twelve (12) weeks in any year under the FMLA.

Insurance coverage will continue while an employee is on an FMLA leave as provided in Federal Law. Seniority under Article 9 will continue to accrue while an employee is on unpaid FMLA leave.

- 24.13 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 FMLA, except when doing so would result in a violation of the Family & Medical Leave Act. FMLA time taken under Article 24.12 will count against time allowed under Article 24.13.
- 24.14 The application of the provisions of Article 24.11 and 24.12 will run concurrently with all other applicable paid and unpaid leave provisions of this agreement, where they apply to the same circumstances as do Articles 24.12 and 24.13.

## **ARTICLE 25 WAGES**

- 25.1 The monthly wage rates for each classification are contained in the Appendix.
- 25.2 Placement and progression through the salary range will follow the provisions of the Ramsey County Personnel Rules.
- 25.3 Step increases will become effective on the anniversary date of the employee's appointment to his/her classification.
- 25.4 The following general wage increases will be applied to the wage rates in effect on January 1, 2018:

Effective the first full pay period after January 1, 2018 – Wages will be increased by 2.5%

Effective the first full pay period after January 1, 2019 – Wages will be increased by 2.5%

Effective the first full pay period after January 1, 2020 – Wages will be increased by 2.5%

Effective January 1, 2019, any full-time employee who is designated by management as a certified Communications Training Officer (C.T.O.) and assigned to perform those duties where a formal evaluation tool is used to rate work performance, shall be compensated five dollars twenty-five cents (\$5.25) per hour for actual hours worked performing C.T.O. duties. Management reserves the right to certify, select, assign and schedule employees for C.T.O. duties.

- 25.5 Effective the first full pay period following January 1, 2019, the matching contribution to deferred compensation will increase to thirty-five dollars (\$35.00) per month per contributing employee with a minimum contribution of \$10.00 per pay period. Contributions will be pro-rated for part-time employees.

## **ARTICLE 26 COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

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

26.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Except as otherwise agreed to by the parties, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 27 TERM OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2018, to December 31, 2020, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by June 1st prior to the anniversary date that it desires to modify or terminate this Agreement. In witness thereof, the parties have caused this Agreement to be executed this 6<sup>th</sup> day of November, 2018.

WITNESSES:

Saul Blum  
\_\_\_\_\_

RAMSEY COUNTY

[Signature]  
\_\_\_\_\_  
Chair, Ramsey County Board of Commissioners

[Signature]  
\_\_\_\_\_  
Ramsey County Manager

Approved as to form by:

[Signature]  
\_\_\_\_\_  
Assistant County Attorney

Date: 12/13/18  
\_\_\_\_\_

LAW ENFORCEMENT LABOR SERVICES UNION  
LOCAL 349

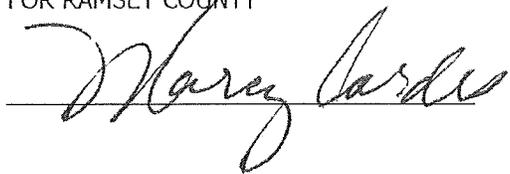
[Signature]  
\_\_\_\_\_  
Jess Ganzel  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**MEET AND CONFER**

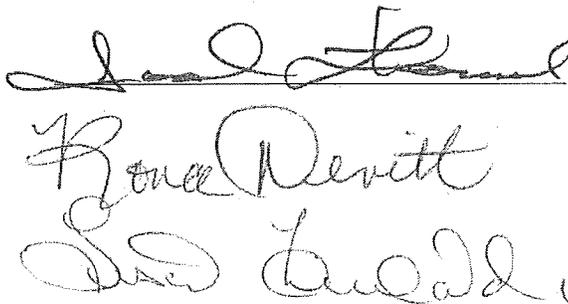
Ramsey County and Law Enforcement Labor Services, Local 349 agree to meet and confer during the term of the agreement to discuss strategies to be used for posting vacancies.

FOR RAMSEY COUNTY



Mary Carder

FOR LAW ENFORCEMENT LABOR SERVICES



Don Starnes  
Gene Devitt  
Bob Luedde

MEMORANDUM of AGREEMENT

Ramsey County  
And  
Law Enforcement Labor Services, Local 349 (Dispatcher/Telecommunicator)

Ramsey County (County) and Law Enforcement Labor Services, Local 349 (Dispatcher/Telecommunicator) 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.

For the Employer

Reu Wolfson  
An authorized representative

3-13-14  
Date

For the Bargaining Unit

D.A. (ARONS) LLS  
An authorized representative

3/10/14  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF SAINT PAUL  
AND  
THE COUNTY OF RAMSEY  
AND  
SAINT PAUL POLICE FEDERATION  
AND  
LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL 349**

This Memorandum of Agreement (MOA) is entered into by the City of Saint Paul (hereinafter "City"), the County of Ramsey (hereinafter "County"), the Saint Paul Police Federation (hereinafter "Federation") and Law Enforcement Labor Services, Inc., Local 349 (hereinafter "LELS") for the purposes of establishing a joint seniority list for the classifications of Public Safety Dispatcher (hereinafter "PSD"), Fire Dispatcher and Police Dispatcher to be used in shift and vacation bidding. The parties agree to the following terms:

1. Employees in the PSD classification, represented by LELS, and the employees in the Fire Dispatcher and Police Dispatcher classifications, represented by the Federation, agree to be placed on a joint seniority list for the purposes of shift and vacation bidding.
2. For purposes of determining seniority for dispatchers, seniority shall include all certified time in the following titles:
  - a. From the County: PSD – Dispatcher – Fire, Dispatchers – Law Enforcement, Dispatcher 1, Dispatcher 2;
  - b. From the City: Fire Dispatcher and Police Dispatcher
3. The parties agree to the attached seniority list completed on May 15, 2015 for the purposes of vacation and shift bidding.
4. Employees who promote from the classification of Police Dispatcher to Fire Dispatcher shall not lose seniority for service in any of the classifications listed in item 2.
5. Service time in the classifications of Telecommunicator and 9-1-1 Telecommunicator shall not be considered for purposes of determining seniority in the classifications of PSD, Fire Dispatcher and Police Dispatcher.
6. This agreement supersedes all previous Memoranda of Agreement pertaining to vacation and shift bidding between the parties for the classifications included in items 2.1 and 2.b.



FIRE DISPATCH

Diane Raiter  
Lennea Lopez  
Linda Rydberg  
Pat Heffernan  
Julie Dean  
Bill Toenjes  
Dana Edgell  
Val Trog  
Mike Miller  
Lisa Tossey  
Kelley Patterson  
Chris Kurr  
Shannyn Bradford  
Jen Schmidt  
Ken Hubin  
Pang Thao  
Crystal Brandt  
Laura Espy  
Dawn Spencer-Marks  
Steve Bott  
Pathao Vang  
Doug Dean  
Carissa Ockwig  
Gina Nelson  
Peter Madland

LAW DISPATCH

Bonnie Wakefield  
Kim Fritzke  
Lisa Zumwalde  
Mary Pat Anderson  
Kelly Hansen  
Will Powers  
Chad Hermanson  
Tianna Opheim  
Alfred Leano  
Mai Her  
Zeng Her  
Joni Xiong  
Robert Adney  
Ayssa Archer  
Lindsay Stambaugh  
Amanda Forsman-Earl  
Sarah Studley  
Karissa Sablak  
Nicole Cardinal  
Lindsey O'Donnell  
Anthony Amon  
Nicole McAllister  
Michael Sullivan  
Andrew Kolander  
Brenna Coyle  
Jeff Dixon  
Sean Doughty  
Barb O'Neill  
Erin Quin

**MEMORANDUM OF AGREEMENT  
BETWEEN  
RAMSEY COUNTY  
AND  
LAW ENFORCEMENT LABOR SERVICES**

This Memorandum of Agreement (MOA) is entered into by Ramsey County (hereinafter "County") and Law Enforcement Labor Services Local #349 (hereinafter "Union" or LELS) for the purpose of establishing a 1040 Plan under 29 U.S.C. 207 (b) (1) of the Fair Labor Standards Act, and for creating exceptions to the overtime compensation provisions of Article 12 of the Collective Bargaining Agreement. This agreement applies to the Public Safety Dispatcher classification and 9-1-1 Telecommunicator assigned to the Ramsey County Emergency Communications Center. The parties agree that Management retains the inherent right to set schedules and agree to the following:

1. The employees in the classification of Public Safety Dispatcher and 9-1-1 Telecommunicator are represented by the Union.
2. This MOA affects only the Public Safety Dispatcher and 9-1-1 Telecommunicator classification in the Ramsey County Emergency Communications Center. This MOA shall take effect January 1, 2018
3. The employees in the classification may be assigned to work schedules that include seven twelve-hour shifts per pay period.
4. Overtime compensation payments in accordance with Section 207(b) (1) will become effective the first pay period after the Union receives notification of being certified as bona fide from the National Labor Relations Board and will remain in effect until December 31, 2020, unless the parties choose to extend the agreement or incorporate its terms into the collective bargaining agreement.
5. Overtime compensation for employees working under this MOA shall be paid at one and a half times the employee's hourly rate after working twelve (12) hours in a day, 80 hours in a pay period, or for call-ins on regularly scheduled days off. The term "working" includes hours worked, vacation, sick leave, holiday, and compensatory time.
6. The overtime article of the current Collective Bargaining Agreement will not apply during the duration of this agreement except as it requires payment at the overtime rate pursuant to paragraph 4 above.
7. Article 14, Holidays shall be modified for employees who are assigned to work the twelve hour schedules described in #3 of this MOA. The following modifications to Article 14, Holidays shall apply:
  - Employees who work on a holiday shall be paid at the regular rate for all hours worked and granted eight (8) hours holiday reserve;
  - Employees for whom the designated holiday is a regularly scheduled day off shall be granted eight (8) hours holiday reserve;
  - Employees who work Thanksgiving shall be paid at their regular rate of pay for all hours worked and credited for one and one half time holiday reserve, for all hours worked;
  - Employees who work Christmas and New Year's day shall be paid at their regular rate of pay for all hours worked and credited for double time holiday reserve, for all hours worked;
8. Employees will not be mandated to work more than sixteen (16) hours consecutively.
9. Employees may be mandated to work on a regular day off provided they are given 5-day notice.

10. This MOA sets no precedent.

**FOR THE COUNTY:**

Sandi Blaesch 12/6/18  
Sandi Blaesch Date  
Labor Relations Manager

Nancie Pass 12/26/18  
Nancie Pass Date  
Deputy Director

**FOR THE UNION:**

Jim Roberts 01/20/19  
Jim Roberts, Business Agent Date  
LELS Local #349

Jessi Ganzel 2/13/19  
Jessi Ganzel, President Date  
LELS Local #349