

LABOR AGREEMENT
BETWEEN
COUNTY OF RAMSEY
and
LAW ENFORCEMENT LABOR SERVICES
EMPLOYEES UNION, LOCAL 353

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2022 between the County of Ramsey, hereinafter called the Employer, and Law Enforcement Labor Services, Local 353, 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.

The employer and the union have a shared commitment to advance racial equity by reducing racial and ethnic based disparities and create an inclusive, respectful workplace. Valuing diversity means creating a workplace that respects and includes differences. The parties recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and outcomes; and it is essential that all employees develop competencies to meet this commitment.

**LOCAL #353 – EMERGENCY COMMUNICATIONS SHIFT SUPERVISOR
INDEX – 2022-2024**

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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:

Emergency Communications Shift Supervisor

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

Definitions in this section are intended to provide understanding of terms used throughout the contract and are not intended to establish new practices or conditions of work or to conflict with provisions of the bargaining agreement.

- 3.1 COUNTY: County of Ramsey.
- 3.2 DEPARTMENT: The department in which a bargaining unit member is employed.
- 3.3 DEPARTMENT HEAD: Director of Emergency Communications.
- 3.4 DIFFERENTIAL PAY: Additional salary considerations paid over and above the employee's straight time pay and would include, but is not limited to, night differentials and weekend differentials.
- 3.5 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.6 EMPLOYER: County of Ramsey.
- 3.7 PERMANENT STATUS: The state or condition achieved by an employee in the classified service who has successfully completed an initial probationary period or a probationary period required following reinstatement or reemployment.
- 3.8 PROBATIONARY STATUS: The state or condition of an employee following appointment to a position in the classified service, during which the employee is required to demonstrate ability to perform the duties and fulfill the responsibilities of the position. Probationary employees are not subject to just cause if discharged during the probationary period.
- 3.9 PROVISION STATUS: The state or condition of an employee who has been appointed for a limited period of time (not to exceed six [6] months) to a classified position for which no eligible list exists.
- 3.10 UNION: Law Enforcement Labor Services Union, Local 353.
- 3.11 UNION MEMBER: A member of the Law Enforcement Labor Services Union, Local 353, in the bargaining unit to which this contract applies.
- 3.12 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services Union, Local 353.

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, their representative, Union officers or the Union representative concerning the enforcement of any provisions of this Agreement, so long as such action does not interfere with regular Employer duties.
- 6.6 Stewards are authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a steward because of the performance of such duties.

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

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

7.2 Union Representatives

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

7.3 Processing of a Grievance

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

7.4 Procedure

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

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

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

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

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

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, whichever 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.

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 total length of compensated employment by classification.
- 9.2 The employer shall post a seniority list on February 1st. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employee shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before any new employee is hired.
- 9.4 Assignment of EC Shift Supervisors will be at the discretion of the employer. In assigning employees to work shifts and schedules, the business needs of the employer shall be the primary consideration. Employee preference and seniority shall be considered thereafter.

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.
- 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 Overtime will be liquidated under the following procedures:
- (1) Management may order compensatory time in excess of 100 hours to be time paid out in cash, down to eighty (80) hours on twenty-four (24) hours' notice to the employee.
 - (2) Liquidation of compensatory time shall be made by the employee on a pay period by pay period basis. The employee needs to give the employer notice of this request one pay period prior to the payout.
- 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 An employee who is called to duty and reports to the worksite 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 |
| Juneteenth | June 19th |
| 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 | One (1) day each year to be granted with the approval of the department head. |
- 14.3 When New Year's Day, Juneteenth, Independence Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Juneteenth, 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:
- (1) Every employee wishing to take "floating holidays" must request permission of the department head at least five (5) days prior to the holiday.
 - (2) Effective 2022, any floating holiday hours in excess of the maximum accumulation allowed shall be lost to the employee annually on the pay period including June 30.
 - (3) Effective 2022, full-time and part-time employees shall receive eight (8) hours of floating holiday annually on the first full pay period following the pay period including June 30, pro-rated for part-time employees. Employees who have worked less than 6 months will not be paid for unused floating holidays if terminating employment.
 - (4) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.
- 14.4 Employees eligible to receive holidays shall earn a total of twenty-four (24) hours' credit for work on Christmas Day and New Year's Day (triple time) and twenty (20) hours' credit for work on Thanksgiving Day (two and one-half [2-1/2] time) provided at least five (5) hours of the shift falls on the holiday. Employees who are on the four (4) days on duty and two (2) days off schedule, 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 which shall be compensated by pay or compensatory time-off at the discretion of the department head, 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

ARTICLE 14 HOLIDAYS (Continued)

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 working two (2) eligible shifts, where at least five (5) hours of each shift falls on the same holiday, will not be entitled to double payment of the holiday credit.
- e) 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 1st, 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.
- f) 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.

14.6 Effective upon the Ramsey County Board approval of the 2021 collective bargaining 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 with a County hire date on or after January 1, 2021 will not be permitted to accumulate a balance of more than eighty-four (84) holiday reserve hours.
- b) Employees with a County hire date prior to January 1, 2021 will not be permitted to accumulate a balance of more than one hundred sixty (160) hours. Employees whose balance exceeds one hundred sixty (160) hours as of the Ramsey County Board approval of the 2021 collective bargaining agreement will not be permitted to bank additional holiday reserve hours above their balance at the time of board approval, until their balance is less than one hundred sixty (160) hours.
- c) Any holiday reserve hours earned above the applicable 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 January 1, 2022, all full-time employees or part-time employees receiving pro rata benefits, required to work between the hours of Friday 0530 (5:30 am) to Monday 0530 (5:30 am) shall be compensated at the rate of eighty (\$0.80) cents for each hour worked. Compensation under this section will be earned for the entire period worked, provided at least five (5) hours of the period worked are between Friday 0530 (5:30 am) to Monday 0530 (5:30 am).
- 15.6 Any full-time employee who works on a shift beginning earlier than 0530 (5:30 a.m.) or ending later than 1730 (5:30 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 1730 and 0530. 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 annual amount of three hundred seventy five dollars (\$375) as a clothing allowance for use in purchasing replacement of uniforms as required. Employees may carryover up to two hundred dollars (\$200) of the uniform allowance into the next contract year. 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.
- 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 as defined in Minnesota Statutes. Sick leave usage shall be subject to approval and verification by the department head or the Human Resources Department, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, or other information deemed necessary.
- 17.4 To be eligible for sick leave payment, an employee must notify the department head or designee one hour prior to the starting time of their 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, a person regularly residing in the employee's immediate household, or person the employee regards as a member of the employee's family, and shall include parents and siblings of persons regularly residing in the employee's immediate household.
- 17.6 Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness of the employee's spouse, children or parents, or a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.
- 17.7 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 their ability to perform the duties of their 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 their attending physician.
- 17.8 Sick leave not to exceed eighty (80) 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.
- 17.9 An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted a leave of absence for a period not to exceed two (2) years. 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

ARTICLE 17 SICK LEAVE (Continued)

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.

17.10 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties shall upon written request to the Director of Human Resources accompanied by a physician's certificate acceptable to the Director of Human Resources be granted sick leave for each work day up to a maximum of one-hundred-thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave theretofore accumulated by them. Said sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and 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 their 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.

17.11 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.

17.12 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 SEPARATION PAY

18.1 Upon separation from the service by resignation, layoff, expiration of a leave of absence, or death, a permanent employee or his 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 their credit.
- (2) That at the time of separation from the County service the employee must have been employed by the County in the classified service for at least ten (10) years prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, or whose position has been abolished, or who was required to retire from the service under the provisions of the Compulsory Retirement Law, Laws of Minnesota 1981, Chapter 68, Section 38.
- (3) An employee whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires as provided elsewhere in the rules, before applying for separation 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 separation pay until his employment is finally terminated.
- (5) That the rate of payment shall be based upon the regular daily salary of the employee, in his 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 sick leave shall be calculated as though they were a new employee. No employee shall receive more than one (1) separation payment from the County.
- (7) Effective the first day of the first full pay period after County Board approval of this Agreement, the following maximum separation 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	13,000
1,250 to less than 1,500	14,000
1,500 to less than 1,750	15,000
1,750 to less than 2,000	16,000
2,000 or more	17,000

ARTICLE 19 VACATIONS

19.1 All permanent full-time employees shall be eligible for vacation leave benefits except newly hired employees, who shall not be eligible to utilize vacation benefits during the first six (6) months of employment.

19.2 Each permanent employee paid on a monthly basis shall be granted vacation with pay for each full month of actual service rendered on the following basis. Vacation accrual 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</u>
Less than 4 years	4.6154	120 (15 days)	300 (37.5 days)
At least 4 years, but less than 15 years	6.1538	160 (20 days)	400 (50 days)
At least 15 years, but less than 23 years	6.4615	168 (21 days)	420 (52.5 days)
23 years or more	7.6923	200 (25 days)	500 (62.5 days)

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 a maximum of two and a half times (2.5) the employee's annual accrual. Vacation accumulated in excess of this will be lost. Effective 1/1/2022, any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on the pay period including June 30th 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;
- 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 them 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 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:

2022 –

- **Single:** Effective January 1, 2022, the total premium for single coverage is \$1,012.17 per month. The monthly premium shall be split 92% County/8% employee. The County will subsidize the employee’s portion of the single insurance monthly contribution by \$3.00 per month for 2022, which results in an employee contribution of \$77.97 per month and a County contribution of \$934.20 per month per employee.
- **Family:** Effective January 1, 2022, the total premium for family coverage is \$2,412.21 per month. The monthly premium shall be split 75% County/25% employee. The County will subsidize the employee’s portion of the family insurance monthly contribution by \$32.01 per month for 2022, which results in an employee contribution of \$571.05 per month and a County contribution of \$1,841.17 per month per employee.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Premium Split Dollars: Employer/Employee	Employer Provided Monthly Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	\$1,012.17	92% / 8%	\$931.20/\$80.97	\$3.00	\$77.97/mo	\$934.20/mo
Family	\$2,412.21	75% / 25%	\$1,809.16/\$603.05	\$32.01	\$571.05/mo	\$1,841.17/mo

2023 –

- **Single:** Effective January 1, 2023, the total premium for single coverage shall be split 92% County/8% employee. The County will subsidize the employee’s portion of the single insurance monthly contribution by \$6.00 per month for 2023.
- **Family:** Effective January 1, 2023, the total premium for family coverage shall be split 75% County/25% employee. The County will subsidize the employee’s portion of the family insurance monthly contribution by \$47.00 per month for 2023.
- In no case will the subsidies to the employee’s 2023 single or family insurance contributions result in the employee’s 2023 monthly insurance contribution being less than what the employee paid in 2022.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Premium Split Dollars: Employer/Employee	Employer Provided Monthly Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	TBD	92% / 8%	TBD	\$6.00	TBD	TBD
Family	TBD	75% / 25%	TBD	\$47.00	TBD	TBD

2024 –

- The County and the Union will reopen the contract to negotiate medical insurance for 2024.

ARTICLE 20 INSURANCE (Continued)

Changes will be effective on January 1 of each year.

(2) Dental Insurance:

- **2022** – Effective January 1, 2022, the County and the employee will split the total premium for single or family dental coverage 50% County/50% employee.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Employee Contribution	Employer Contribution
Single	\$44.68	50% / 50%	\$22.34/mo	\$22.34/mo
Family	\$99.59	50% / 50%	\$49.80/mo	\$49.80/mo

- **2023** – Effective January 1, 2023, the County and the employee will split the total premium for single or family dental coverage 50% County/50% employee.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Employee Contribution	Employer Contribution
Single	TBD	50% / 50%	TBD	TBD
Family	TBD	50% / 50%	TBD	TBD

- **2024** – The County and the Union will reopen the contract to negotiate dental insurance for 2024.

Changes will be effective on January 1 of each year.

(3) Life Insurance:

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

(4) Long-Term Disability:

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

(5) Short-Term Disability:

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

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

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

20.2 **Eligibility**

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

ARTICLE 20 INSURANCE (Continued)

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

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

Current insurance eligible employees hired between 7/1/92 and 12/31/05 – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, *or* opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who *did not* make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.** Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP. The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

Employees hired on or after 1/1/06 - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium.

All new employees hired on or after 1/1/06 will contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred

ARTICLE 20 INSURANCE (Continued)

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):

2022 - 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 \$75.00 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 \$150.00 per month.

2023 - 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 \$75.00 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 \$150.00 per month.

2024 - 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 \$75.00 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 \$150.00 per month. County contributions are subject to the years of service requirements listed above. All changes effective January 1 of each year.

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

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 their work performance, takes courses which have a direct relationship to their current or future 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 relevancy of the course work to the employee's position; the status of the educational institution and availability of funds pursuant to the County's Tuition Reimbursement guidelines. Effective, January 1, 2019, the maximum tuition reimbursement shall be limited to four thousand dollars (\$4,000) annually per employee.

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 their 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 January 1, 2019, 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 person 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)
- a. Birth of the employee's child. (Also see 17.7 and 17.8)
 - 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 their 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

ARTICLE 24 LEAVES OF ABSENCE (Continued)

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 24.10 will count against time allowed under Article 24.11.
- 24.14 The application of the provisions of Article 24.10 and 24.11 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 24.10 and 24.11.

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 their classification.
- 25.4 The following general wage increases will be applied to the wage rates in effect on December 31, 2021:
- 1/1/2022 – Wages will be increased by 1.5% effective the first full pay period following January 1, 2022. Employees shall progress through the wage schedule per the applicable salary plan in 2022.
- Effective the first full pay period following July 1, 2022, a market adjustment of 0.5% shall be applied to step 11 of Salary Plan 41, Grade 01.
 - A one-time, lump sum payment of one thousand dollars (\$1,000) will be made to employees who have been required to work on-site and provide direct in-person services/care throughout the ongoing pandemic, as determined by the employer, to be paid the first full pay period following Board approval.
 - A one-time, lump sum payment of five hundred dollars (\$500) will be made to all other employees who were not required to work in-person and/or provide in-person services/care throughout the ongoing pandemic and have had the option to work from home, as determined by the employer, to be paid the first full pay period following Board approval.
 - These lump sum payments set no precedence or guarantee of any future lump sum payments for same or similar purposes. Reference to these lump sum payments shall be removed from the contract following the 2022-2024 agreement.

1/1/2023 – Wages will be increased by 2.25% effective the first full pay period following January 1, 2023. Employees shall progress through the wage schedule per the applicable salary plan in 2023.

1/1/2024 – Wages will be increased by 2.25% effective the first full pay period following January 1, 2024. Employees shall progress through the wage schedule per the applicable salary plan in 2024.

- Effective the first full pay period following January 1, 2024, a market adjustment of 1.25% applied to step 11 of Salary Plan 41, Grade 01.
 - Effective January 1, 2024, steps that require five (5) or more years between progression shall reduce the progression by one (1) year, not to result in less than four (4) years between steps. No change to steps that require less than five (5) years between progression.
- 25.5 Effective the first full pay period following 1/1/2022, the Employer will provide a matching contribution directly to the employee's deferred compensation plan provider of a maximum of \$35 per month or \$420.00 annual maximum, per contributing employee, provided the employee makes a minimum contribution of \$10.00 per month. This contribution will be prorated based on regular hours worked. In the event an

ARTICLE 25 WAGES (Continued)

employee contributes to more than one deferred compensation plan provider offered by the county, the employer contribution shall only be made to a single plan and will default to the plan that the employee contributes a greater amount to. In the event the employee contributes equally to the plan providers, the employer contribution will default to the MSRS administered plan.

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, 2022, to December 31, 2024, 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.

This Agreement was approved by the Ramsey County Board of Commissioners on April 12, 2022, Board Resolution B2022-176, and signed by the parties as dated below.

WITNESSES:

RAMSEY COUNTY

Alison Kelly

Trista L Matascastillo
Trista L Matascastillo (May 5, 2022 09:01 CDT)

Chair, Ramsey County Board of Commissioners

R.T.O.G.

Ramsey County Manager

LAW ENFORCEMENT LABOR SERVICES UNION LOCAL 353

Keith Terlinden
Keith Terlinden (Apr 18, 2022 14:38 CDT)

Tianna May
Tianna May (Apr 18, 2022 13:04 CDT)

Erin Quinn
Erin Quinn (Apr 18, 2022 14:17 CDT)

Approved as to form by:

Elisabeth Brady
Elisabeth Brady (Apr 21, 2022 15:36 CDT)

Assistant County Attorney

Date: 04/21/2022

**MEMORANDUM OF AGREEMENT
SHIFT BIDDING LANGUAGE**

In the event the St. Paul ECC Supervisors obtain shift bidding language by seniority in the 2010/2011 labor agreement between the City of St. Paul and the Police Federation, the employer agrees to meet and confer with the union regarding shift bidding and assignments for Ramsey County ECC Supervisors.

FOR THE EMPLOYER



Authorized Representative Date

FOR THE UNION

 8-9-11

Authorized Representative Date

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

Ramsey County
And
LELS LOCAL #353 (EC Shift Supervisors)

In order to comply with the shared responsibility provisions of the Affordable Care Act (ACA) and to conform with the changes approved by the County Board for unrepresented employees (Resolution 2014-262), Ramsey County and LELS Local 353 (EC Shift Supervisors) agree to the following, effective January 1, 2015 through December 31, 2017:

1. 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. 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


An authorized representative

6/29/15
Date

For the Bargaining Unit


An authorized representative

6-29-15
Date

LELS LOCAL #353 (EC Shift Supervisors)

**MEMORANDUM OF AGREEMENT
POST TERMINATION HEALTH CARE SAVINGS PLAN**

This Memorandum is made and entered into between Ramsey County (hereinafter "County" and Law Enforcement Labor Services, Local #353 (hereinafter "Union").

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

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

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

NOW THEREFORE: the parties agree that the contributions to the HCSP for LELS Local #353 shall include the following for all members of the bargaining unit who separate from employment:

- 100% of severance pay, as defined by Article 18 of the collective bargaining agreement
- 100% of accrued compensatory time
- 100% of accrued vacation
- 100% of accrued floating holiday
- 100% of accrued holiday reserve

This Memorandum of Agreement shall be in effect from July 7, 2015, through December 31, 2016; and it may be renewed or modified by mutual agreement between the parties.

FOR RAMSEY COUNTY

Ren Wadsworth

FOR LAW ENFORCEMENT LABOR SERVICES

Jose M. Cardenas

MEMORANDUM OF AGREEMENT

PAY EQUITY ADJUSTMENT 2022

This Memorandum is entered between the County of Ramsey (hereafter "County") and Law Enforcement Labor Services, Local #353, Dispatcher Supervisors (hereafter "Union").

1. Effective upon ratification and County Board Approval of the 2022-2024 labor agreement, the following employees will be placed on the indicated step of the ECC Supervisor wage schedule:

EMPLOYEE NAME	NEW STEP
Adney, Robert	10
Hull, Tanya	10
May, Tianna	10
Quinn, Erin	10

2. The affected employees' merit dates will not change due to the step advancement.
3. The adjustment will be made retroactive to February 19, 2022, following ratification and County Board approval.

FOR THE COUNTY OF RAMSEY

FOR LAW ENFORCEMENT LABOR SERVICES

Alison Kelly

Keith Terlinden
Keith Terlinden (Apr 18, 2022 14:38 CDT)

Tianna May
Tianna May (Apr 18, 2022 13:04 CDT)

Erin Quinn
Erin Quinn (Apr 18, 2022 14:17 CDT)

05/05/2022

Date

04/18/2022

Date