

COUNTY OF RAMSEY

and

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

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2022, between the County of Ramsey, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the Union.

It is the intent of this Agreement to:

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

The Employer and the Union 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.

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

**LOCAL #320 CHIEF CORRECTIONAL OFFICER
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 classification, employed in the Ramsey County Sheriff's Office:
- Chief Correctional Officer
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 Neither the Union nor the Employee shall discriminate against any employee because of Union membership or non-membership, nor because of age, color, creed, handicap, national origin, parental or marital status, political belief, race, religious, sexual or affectional preference, sex, receiving public assistance or social services, or because of a previous emotional or mental disturbance. Sexual harassment shall be considered discrimination under this Article.

ARTICLE 3 DEFINITIONS

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 **UNION:** The Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.2 **UNION MEMBER:** A member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320 in the bargaining unit to which this contract applies.
- 3.3 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.4 **COUNTY:** County of Ramsey.
- 3.5 **FISCAL AUTHORITY:** County of Ramsey.
- 3.6 **UNION OFFICER:** Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.7 **APPOINTING AUTHORITY FOR MANAGEMENT RIGHTS:** Sheriff or Chief Deputy.
- 3.8 **EMERGENCY:** An unanticipated set of circumstances that creates an immediate need for employees to work to safeguard public safety, prevent injury to clients, employees or the public, prevent catastrophic loss, or maintain current standard staffing ratios.
- 3.9 **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.
- 3.10 **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.
- 3.11 **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.
- 3.12 **PROVISIONAL 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.

ARTICLE 4 EMPLOYER SECURITY

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

ARTICLE 5 EMPLOYER AUTHORITY

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

ARTICLE 6 UNION SECURITY

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

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

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

7.2 Union Representatives

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

7.3 Processing of a Grievance

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

7.4 Procedure

Grievances, as defined by Section 7.2, shall be resolved in conformance with the following procedure:

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

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

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

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

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

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

7.5 Arbitrator's Authority.

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

7.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed to extension thereof, it shall be considered settled on the basis of the Employer's last

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 8 SAVINGS CLAUSE

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

ARTICLE 9 SENIORITY

- 9.1 The Human Resources Department shall establish seniority lists for all permanent employees in the bargaining unit. Said lists shall be posted in appropriate locations. A seniority roster shall be maintained by the Employer on the basis of total length of compensated employment by classification.
- 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 shall be accomplished on the basis of seniority in the classification of Chief Correctional Officer. Employees shall be recalled from layoff on the basis of seniority in the classification of Chief Correctional Officer. The employer shall mail, by certified mail, notice to the employee who shall have five (5) calendar days from the date of mailing of such notice to accept re-employment. If written acceptance is not received by the Human Resources Department within such five (5) calendar day period, it shall constitute a waiver on the part of the employee to any further rights of employment or reinstatement. It is the obligation of each employee to ensure that his or her current address is on file with the employer. 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.

ARTICLE 10 DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Reduction;
 - e) Discharge.
- 10.2 Suspensions, reductions and discharges will be in written form.
- 10.3 Written reprimands, to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and notices of suspension and discharge.
- 10.4 Upon written request by the employee, 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 continuous record.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 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.
- 10.7 Grievances relating to this Article shall be initiated by the Union in at Step 3 of the grievance procedure under Article 7.
- 10.8 Choice of Remedy - An employee with a contract-related grievance must select either the appropriate procedure under the Ramsey County Personnel Act or Personnel Rules; or the grievance procedure provided by this contract. In no instances will an employee be permitted to seek a remedy under both provisions for the same grievance.

ARTICLE 11 CONSTITUTIONAL PROTECTION

- 11.1 Employees have the rights granted to all citizens by the United States and Minnesota State Constitutions, consistent with the rulings in *Hennepin County v. LELS* 527 NW2d 821 (Minn. 1995); and *McGrath v. State* 312 NW2d 438 (Minn. 1981), which provide that arbitrators may not rule on constitutional issues, irrespective of language in a collective bargaining agreement.

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, in the following manner:
- (1) Employees with more than one hundred (100) hours of accumulated overtime will be compensated in cash on a payroll to payroll basis.
 - (2) Employees with accumulated overtime of forty (40) hours or more may choose cash or time off. However, such employees may not accumulate more than one hundred (100) hours. Changes of shifts do not qualify an employee for overtime under this Article.
- 12.2 For the purpose of computing overtime earned, overtime hours worked shall not be pyramided, compounded or computed twice for the same hours worked.
- 12.3 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE 13 COURT TIME, CALL BACK TIME, AND ON-CALL PAY

- 13.1 An employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of four (4) hours. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for four (4) hour minimum.
- 13.2 In an emergency as defined in Article 3, an employee who is called to report to their normal work location during scheduled off-duty time shall receive a minimum of four (4) hours' compensatory time off. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the four (4) hour minimum.
- 13.3 Employees on an off-duty day or vacation, or who are called back to report to their normal work location or are ordered or subpoenaed to give testimony about events arising out of action taken as a police officer shall be compensated for a minimum of four (4) hours.
- 13.4 Any employee who is directed to remain on-call for a designated period of time shall receive compensation for each hour of on-call, at the following rate: 2017 at \$2.74; in 2019 at \$3.10. On-call shall mean receiving and responding to telephone calls and electronic communications and remaining accessible to a telephone in order to respond immediately to call back for active duty.
- 13.5 Employees expressly assigned by the Sheriff or his or her designee to a vacant Undersheriff position for one (1) regularly scheduled shift or more shall be paid for the entire period at the rate appropriate to the assignment. The rate of pay will be set in the same manner followed for regular promotions. There is no presumption of assignment if an Undersheriff is absent.

ARTICLE 14 HOLIDAYS

14.1 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
President's Day	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	Two (2) days each year to be granted with the approval of the department head. Effective 2023, up to eight (8) hours each year.

14.3 For employees on a five day on two day off schedule working Monday through Friday, when New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Saturday, the preceding day shall be a holiday. Effective 2023, including Juneteenth

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

- 1) Employees shall be entitled to up to sixteen (16) hours per year. Effective 2023, employees shall be entitled to up to eight (8) hours per year.
- 2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status through 2022.
- 3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (same dates as used for vacation max). Maximum accrual will remain at 16 hours through 2022.
- 4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accruals for Locals that currently receive 16 hours of floating holiday will be .61536 hour per pay period. Effective 2023, full-time and part-time employees shall receive up to eight (8) hours of floating holiday annually on the first full pay period including June 20, pro-rated for part-time employees.
- 5) Employees who have worked less than 6 months will not be paid for unused floating holidays if terminating employment.

ARTICLE 14 HOLIDAYS (Continued)

- 6) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.
 - 7) No loss in accrual for full-time employees for up to 40 hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave, through 2022.
 - 8) No loss in hours for unpaid time-off required to fulfill weekend National Guard training.
- 14.5 Employees eligible to receive holidays shall earn a total of twenty-four (24) hours credit for work on Christmas Day and New Year's Day (triple time) and twenty (20) hours credit for work on Thanksgiving Day (two and one-half [2-1/2] time) provided at least five (5) hours of the shift fall on the holiday. Employees who are on the four (4) days on duty and two (2) days off schedule who work on Christmas Day will receive eight (8) hours of holiday reserve credit.

ARTICLE 15 WORK SCHEDULES - PREMIUM PAY

- 15.1 This Article is intended only to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 15.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the department head.
- 15.3 The normal work schedule shall be five (5) eight (8) hour days on duty followed by two (2) days off duty. Other work schedules may be authorized to accommodate the services performed by the department.
- 15.4 Any full-time employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 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 6:00 p.m. and 6:00 a.m. The night differential shall be paid as additional compensation equivalent to six and one-half percent (6.5%) of the first step in the salary range established for the classification in the bargaining unit. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves.
- 15.5 Effective January 1, 2019, all full-time employees or part-time employees receiving pro rata benefits, required to work on Saturday or Sunday as part of their regular schedule shall be compensated at the rate of eighty cents (\$.80) per hour for each hour worked. Effective January 1, 2020, the rate will increase to eighty-five cents (\$.85) per hour. Compensation under this section will be earned for the entire period worked, provided at least five (5) hours of the period worked fall on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement.

ARTICLE 16 CLOTHING ALLOWANCE

- 16.1 Effective January 1, 2021, each employee will receive the amount of \$725 (seven hundred twenty-five dollars) as a clothing allowance for use in purchasing replacement of uniforms as required. Effective January 1, 2023, the allowance will increase to \$775 (seven hundred seventy-five dollars). Effective January 1, 2024, the allowance will increase to \$800 (eight hundred dollars). For employees not working for a full calendar year, this amount will be adjusted on a pro rata basis. Uniform allowance will be paid on January 1 each year.
- 16.2 Employees may submit claims to replace prosthetic appliances, personal effects or other property of the employee where such personal effect, prosthetic or other property are destroyed or damaged in the course of the employee's employment provided that recovery cannot be made under Workers' Compensation Laws.

ARTICLE 17 SICK LEAVE

- 17.1 Sick leave shall be earned by permanent full-time employees at the rate of 4.6154 hours per pay period. Sick leave accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods. There will be no loss in accrual for unpaid time-off required to fulfill weekend National Guard training.
- 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 prior to the starting time of the employee's scheduled shift. This notice may be waived if the department head determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. Those employees who misuse sick leave will be subject to a disciplinary action.
- 17.5 Sick leave not to exceed 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, or person the employee regards as a member of the employee's immediate family, and shall include parents and siblings of the employee's spouse or of a person regularly residing in the employee's immediate household.
- 17.6 Sick leave not to exceed eighty (80) 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

ARTICLE 17 SICK LEAVE (Continued)

purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking, as those terms have meaning in Minnesota Statutes 181.9413. Such use of sick leave is subject to the limitations included in paragraph 17.7.

- 17.9 An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted an unpaid leave of absence for a period not to exceed two (2) years. Employees will return at the same seniority in the salary schedule. When there are fewer than three (3) months between periods of leave of absence under this section for the same illness or accident, the periods of absence will be added together to determine the length of leave that may not exceed two (2) years, except that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving Workers' Compensation. Existence and extent of illness or disability must be verified by a written statement from an appropriate medical authority when requested by the department head or designee, or the Human Resources Department. An employee who is granted a leave of absence without pay for illness or disability shall have the right to be reinstated to a position in their department in the classification held at the time the leave started, prior to or at the end of the term of the leave. The Employer may require a report from an appropriate medical authority attesting to the employee's fitness to return to work before allowing the employee to return from unpaid sick leave.
- 17.10 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties, shall upon written request to the Director of Human Resources, accompanied by a physician's certificate acceptable to the Director, be granted sick leave for each work day up to a maximum of one-hundred and thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave theretofore accumulated by them. Said sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and an employee's normal daily wage.
- 17.11 In the event an employee absence due to a work related injury does not qualify for Workers' Compensation solely because of a statutory waiting period, each day of said absence shall be considered as "a day for which Workers' Compensation benefits are paid" under the provisions of this rule.
- 17.12 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 Any such employee unable to resume the duties of his or her position within or at the end of such recovery periods and on the exhaustion of accumulated normal sick leave shall be eligible for the sick leave without pay provisions of this Article.
- 17.14 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall

ARTICLE 17 SICK LEAVE (Continued)

have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The (3) month periods are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

- 17.15 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.
- 17.16 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.

ARTICLE 18 LEAVES OF ABSENCE

- 18.1 Employees shall be eligible for unpaid leaves of absence under this article after thirty (30) days' service with the Employer.
- 18.2 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
- 18.3 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
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 18.7 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.
- 18.8 Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.
- 18.9 Effective January 1, 2019, the County will provide three (3) weeks of paid parental leave (prorated for part-time employees) for the birth or adoption of a child.
- 18.10 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.
- 18.11 Educational leaves of absence may be granted for a maximum of two (2) years.
- 18.12 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 17.13 and 17.14)
 - 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.

ARTICLE 18 LEAVES OF ABSENCE (Continued)

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.

18.13 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 18.11 will count against time allowed under Article 18.13.

18.14 The application of the provisions of Article 18.12 and 18.13 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 18.12 and 18.13.

ARTICLE 19 SEPARATION PAY

- 19.1 Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee, their designated beneficiary, or their estate shall be paid severance pay according to Article 19.8 below, provided:
- 19.2 That at the time of separation, the employee has at least one hundred (100) hours of accumulated sick leave to their credit.
- 19.3 That at the time of separation from the County service, the employee must have been employed by the County in the classified service for at least five (5) years prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, layoff, 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 8.
- 19.4 An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for severance pay.
- 19.5 That no classified permanent employee who is on a leave of absence to accept a position in the exempt service of the County shall be eligible for severance pay until their employment is finally terminated.
- 19.6 That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
- 19.7 That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.
- 19.8 Employees meeting the requirements of this Article will be paid severance pay based on one-half (1/2) of their accumulated sick leave hours at the time of separation according to the following schedule:

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

- 19.9 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 their employment is finally terminated.

ARTICLE 20 VACATION

20.1 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. Vacation accrual for full-time employees will be based on actual hours on paid status in a pay period, except that there will be no loss in accrual for full-time employees for up to forty hours per pay period for no more than two consecutive pay periods for unpaid union leave.

20.2 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:

<u>Length of Employment</u>	<u>Accrual in Hrs. Per Pay Period</u>	<u>Yrly. Accrual</u>
Less than 4 years (less than 8320 hrs.)	4.6154	15 days (120 hrs.)
Between 4 and 15 years (8321 to 31,200 hrs.)	6.1538	20 days (160 hrs.)
Between 15 and 23 years (31,201 to 47,840 hrs.)	6.4615	21 days (168 hrs.)
23 years or more (47,841 hrs. or more)	7.6923	25 days (200 hrs.)

20.3 Vacation accrual for part-time employees is based on their actual number of hours of paid service.

20.4 Vacation may be accumulated to twice the employee's earning rate. Effective 2023, vacation may be accumulated to a maximum of two and half (2.5) times the annual vacation earning rate of the employee. Any vacation in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year, effective upon County Board approval of the new contract. Effective 2023, any vacation accrued in excess of the maximum accumulation shall be lost to the employee on the pay period including June 30th.

20.5 Employees with an accumulation of sick leave credits in excess of one hundred eighty (180) days (1,440 hours), may convert excess days to vacation at the rate of two (2) days sick leave to one (1) day vacation, but not to exceed (5) days in any calendar year.

ARTICLE 21 INSURANCE

21.1 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:

- 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 \$1,841.16 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	\$1,841.16/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 Split	Premium Split	Employer	Resulting	Resulting
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ARTICLE 21 INSURANCE (Continued)

	Premium Amount	Percentage: Employer/Employee	Dollars: Employer/Employee	Provided Monthly Subsidy	Employee Contribution	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.

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:

ARTICLE 21 INSURANCE (Continued)

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.

21.2 **Eligibility**

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

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

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

Current insurance eligible employees hired between 7/1/92 and 12/31/05 – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, *or* opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who *did not* make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.**

ARTICLE 21 INSURANCE (Continued)

Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP.

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

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

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

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

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

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15)

ARTICLE 21 INSURANCE (Continued)

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 on January 1 of each year.

- 21.3 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.
- 21.4 Employees who are regularly scheduled to work between sixty (60) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as

ARTICLE 21 INSURANCE (Continued)

full-time employees. Employees whose average paid hours are at least fifty percent (50%), but less than seventy-five percent (75%) of full-time shall receive two-thirds (2/3) of the County contribution towards insurance benefits.

ARTICLE 22 LEGAL SERVICES

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

ARTICLE 23 EDUCATION

- 23.1 Any employee who, in order to improve their current or future work performance, takes courses which have a direct relationship to their work or a position they can reasonably hope to advance to, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by his/her department head and the Director of Human Resources. Factors upon which an employee's eligibility depends, the relevance 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 guideline. The institution offering the course must be accredited. Approval will not be granted for a course if a substantial equivalent is offered through the County Effective January 1, 2019, the maximum annual tuition reimbursement shall be limited to four thousand dollars (\$4,000) annually per employee. Employees otherwise eligible for a refund shall not submit claims for tuition reimbursement when such tuition has been or shall be paid by a federal plan of "benefits for veterans and service personnel" or by other sources.
- 23.2 Effective January 1, 2010, in recognition of the additional skills and knowledge required to effectively perform in the role of Chief Correctional Officer, the Department will set aside an amount of \$700 per year for each Chief Correctional Officer to be used for job related education and training, under the County educational reimbursement plan. Effective January 1, 2023, the amount increases to \$775 per year. Effective January 1, 2024, the amount increases to \$800. This will be allowed to accrue for up to four (4) years. Expenditures must be approved by the employer, for training appropriate to the work of a Chief Correctional Officer. Requests to attend training that exceed the balance of the employee's training and education account will be reviewed by the Department Head or designee on a case by case basis to determine if the employer will make up any difference.
- 23.3 Employees assigned to training and/or conference meetings by the department shall be refunded all expenses for attendance at such conferences or meetings. Training conferences and meetings attended in the seven-county metro area shall be subject to the provisions of this paragraph. Food and travel expenses for BCA police training shall be paid as provided by law.

ARTICLE 24 SAFETY

24.1 Employer and employee shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates Federal and State safety standards, the matter shall be immediately considered by the Employer. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth herein.

ARTICLE 25 WAGES

25.1 Monthly wage rates are contained in the Appendix.

25.2 Step increases will become effective on the anniversary date of the employee’s appointment to his/her classification.

25.3 The following general wage increases will be applied to the wage rates:

• **2022:**

- 1.50% wage increase effective the first full pay period following January 1, 2022.
- Employees shall progress through the wage schedule per the applicable salary plan in 2022.
 - \$1,000 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
 - \$500 to all other employees who were not required to work in-person or provide in-person services/care throughout the ongoing pandemic and have had the option to work from home, as determined by the employer.

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 expiration of the 2022-2024 agreement.

• **2023:**

- 2.25% wage increase effective the first full pay period following January 1, 2023.
- Employees shall progress through the wage schedule per the applicable salary plan in 2023.
- Effective the first full pay period following January 1, 2023, a one-time Market Adjustment of 1.0% applied to Step 10 of the Chief Correctional Salary Plan grade 42.
- Effective the first full pay period following January 1, 2023, a one-time Market Adjustment of 3.0% applied to Step 11 of the Chief Correctional Salary Plan grade 42.

• **2024:**

- 2.25% wage increase 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 January 1, 2024, all applicable salary plans containing 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 will be made to steps that require less than five (5) years between progression.

25.4 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 employee contributes to more than one deferred compensation plan provider offered by the county, the employer contribution shall only be made

ARTICLE 25 WAGES (Continued)

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 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. In witness thereof, the parties have caused this agreement to be executed this _____ day of _____.

WITNESSES:

Alison Kelly 12/16/2022

RAMSEY COUNTY

Trista L. MatasCastillo 12/22/2022
Trista L. MatasCastillo (Dec 22, 2022 14:18 CST)

Chair, Ramsey County Board of Commissioners

R.T. O'Connor 12/22/2022
Ryan T. O'Connor (Dec 22, 2022 12:44 CST)

Ramsey County Manager

Approved as to form by:

Elisabeth Brady
Elisabeth Brady (Dec 16, 2022 13:26 CST)

Assistant County Attorney

Date: 12/16/2022

MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION LOCAL 320

Vance Rolfzen 12/11/2022
Vance Rolfzen (Dec 11, 2022 13:16 CST)

Tim Hausken 12/13/2022
Tim Hausken (Dec 13, 2022 14:20 CST)

Bradley S. Trelstad 12/13/2022
Bradley S. Trelstad (Dec 13, 2022 16:31 CST)

**MEMORANDUM OF AGREEMENT
WORK SCHEDULE**

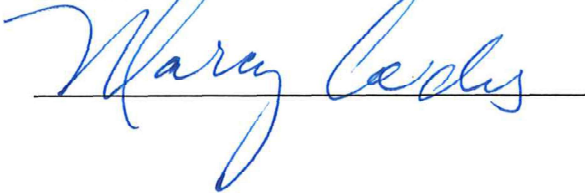
Permanent changes in an employee's regular work schedule will require two weeks advance notice by the Employer.

A change in the regular work schedule shall be defined as the reassignment of an Employee between day, evening and night shifts.

A change in shift starting time shall not constitute a change in regular work schedule under this Section.

IN WITNESS WHEREOF, The undersigned have caused this Memorandum of Agreement to be executed this 14th day of June, 2011.

FOR THE COUNTY OF RAMSEY



FOR TEAMSTERS LOCAL 320



#320 (Chief Correctional Officer)

**MEMORANDUM OF AGREEMENT
CLOTHING ALLOWANCE**

This Memorandum of Agreement is entered into between the County of Ramsey (hereafter "County") and Teamsters Local 320 (hereafter "Union") representing employees in the Chief Correctional Officer bargaining unit.

WHEREAS, The County and the Union wish to continue a Uniform Voucher System for the application of Article 16, Clothing allowance, of the Collective Bargaining Agreement; and NOW, THEREFORE, The parties hereby agree as follows:


1. Effective January 1, 2012, thru December 31, 2014, the County and the Union agree to establish a Voucher System for the application of Article 16, Clothing Allowance.
2. Effective December 31, 2014, in the event either the County or the Union choose to rescind this understanding regarding the implementation of a Voucher System, either party may serve written notice on the other party prior to December 31, 2014, of their desire to withdraw from the Voucher System and return to the current system as described in Article 16 of the Collective Bargaining Agreement.
3. The County and the Union agree that uniform allowance for the period of this agreement will accrue annually and any unexpended balances will be carried over from year to year, up to a maximum accrual of four (4) years. Upon County Board approval of the 2018-2020 collective bargaining agreement (December 18, 2018), separation from the County, any unused balance, not to exceed the maximum accrual amount indicated above shall be placed in a health care savings account.
4. Special Purchases
 - a. Equipment that is not sold through the contract vendor, that is on the approved Specified Uniform and Equipment list (including inclement weather wear, i.e. thermal underwear, socks, boots, wind, rain and snow gear) may be purchased by the Chief Correctional Officer and costs submitted for reimbursement.
 - b. Any equipment not on the Specified Uniform and Equipment list that is sold through the contract vendor, may be purchased by the Chief Correctional Officer with the written approval of their Division Undersheriff.
 - c. Special equipment that is not sold through the contract vendor may also be purchased with written approval of the appropriate Division Undersheriff.
 - d. In all cases where slips will be submitted for reimbursement, the written approval form will be submitted with the reimbursement slip.
5. Chief Correctional Officers will be allowed to purchase one (1) watch per year, not to exceed seventy-five dollars (\$75.00) per year, from their Uniform Voucher Account.
6. The Uniform amounts for the contract period will be as in Article 16 of the agreement.
7. This represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, The undersigned have caused this Memorandum of Agreement to be executed this 18th day of December, 2018

FOR THE COUNTY OF RAMSEY



FOR TEAMSTERS LOCAL 320

 01-24-19

#320 (Chief Correctional Officer)

MEMORANDUM of AGREEMENT

Ramsey County
And
Teamsters, Local 320 (Chief Correctional Officer)

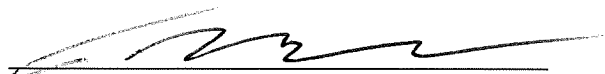
Ramsey County (County) and Teamsters, Local 320 (Chief Correctional Officer) agree to the following, effective January 1, 2014:

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

For the Bargaining Unit


An authorized representative


An authorized representative

4-16-14
Date

03-14-14
Date

**MEMORANDUM of AGREEMENT
Watch Commander Assignments**

Ramsey County
And
Teamsters Local 320 (Chief Correctional Officer)

Ramsey County (County) and Teamsters Local 320 (Chief Correctional Officer), agree to the following, effective January 1, 2018:

1. Normally the assignment to Watch Commander shall be done based on seniority, unless the needs of the Department dictate otherwise.
2. This agreement will expire effective December 31, 2020 unless the parties renew the agreement, revise the agreement in part or in full, or incorporate the agreement into the body of the collective bargaining agreement.

For the Employer


An authorized representative

12/21/18
Date

For the Bargaining Unit

 01-24-19
An authorized representative

Date

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

Ramsey County will establish and administer a Post Termination Health Care Savings Plan (HCSP) for Teamsters Local 320, Chief Correctional Officers, bargaining unit. During the term of this agreement, bargaining unit members will contribute 100% of severance pay described in Article 19 of the Chief Correctional Officer's Collective bargaining agreement, to the HCSP.

This agreement shall be effective for members terminating employment with Ramsey County on or after County Board approval (December 18, 2018) and continue through the duration of the Collective Bargaining Agreement that became effective on January 1, 2018.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 18th day of December, 2018.

FOR THE COUNTY OF RAMSEY



FOR TEAMSTERS LOCAL 320,
CHIEF CORRECTIONAL OFFICERS

 01-24-19



#320 (Chief Correctional Officer)

MEMORANDUM OF AGREEMENT

2019-2020

This Memorandum of Agreement ("MOA") is entered into by and between the County of Ramsey ("County"), Minnesota Teamsters Public Law Enforcement Employees' Union, Local 320 (Chief Correctional Officers) and agree to the following:

WHEREAS, the parties negotiated in good faith a collective bargaining agreement for the years of January 1, 2018 through December 31, 2020 and,

WHEREAS, a change to the holiday hours and payment was agreed to which modifies sections of Article 14 of the collective bargaining agreement and,

WHEREAS, the parties agreed to utilize an MOA in order to provide clarity for the modified language,

NOW THEREFORE, the County Sheriff's Office and Union agree to the following:

Holidays

The following modify Article 14.2 and Article 14.6 in their entirety.

Beginning in 2019, employees who work a legal holiday shall be paid at one and one-half (1-1/2) times their regular rate of pay for work performed on the legal holiday and be granted an alternate holiday of 8 hours. The rate of pay for scheduled days of work that fall on Christmas or New Year's Day shall be two (2) times the regular rate of pay in addition to being granted 8 hours of an alternate holiday.

Duration

The terms of this MOA will be in effect for the years of 2019 and 2020 of the collective bargaining agreement. The parties agree to incorporate the holiday pay provisions of this MOA into the successor collective bargaining agreement.

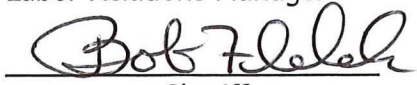
Nothing in this agreement should be construed to prevent the union from proposing changes to Article 14 during negotiations for the successor to the expiring collective bargaining agreement.

In witness whereof, the undersigned have caused this Memorandum of Agreement be executed this 18th day of December, 2018.


For Ramsey County:



Sandi Blaeser,
Labor Relations Manager



Sheriff



Undersheriff

For Teamsters Local 320:

01-24-19



Terry Neuberger,
Business Agent



Steward

Steward

Steward