

LABOR AGREEMENT  
BETWEEN  
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, 2018 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 and purpose of this Agreement to:

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

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

**LOCAL #320 - CORRECTIONAL OFFICER 1 & 2**  
**INDEX – 2018-2020**

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**APPENDIX**

## 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:

- Correctional Officer 1 (Auto Mechanic)
- Correctional Officer 2 (Auto Mechanic)
- Correctional Officer 1 (Cook)
- Correctional Officer 2 (Cook)
- Correctional Officer 1 (Farm Guard)
- Correctional Officer 2 (Farm Guard)
- Correctional Officer 1 (General Duty)
- Correctional Officer 2 (General Duty)
- Correctional Officer 1 (Shop Supervisor)
- Correctional Officer 2 (Shop Supervisor)
- Correctional Officer 1 (Stationary Engineer)
- Correctional Officer 2 (Stationary Engineer)
- Correctional Officer-Laundry 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**

- 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 EMPLOYER: 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 DEPARTMENT: The department in which a bargaining unit member is employed; either the Community Corrections Department or the Ramsey County Sheriff's Office.
- 3.8 DEPARTMENT HEAD: The Executive Director of the Community Corrections Department, for employees working in that department or the Ramsey County Sheriff, for employees working in the Ramsey County Sheriff's Office.

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

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

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

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

### **7.2 Union Representatives**

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

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

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

### **7.4 Procedure**

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

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

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

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

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

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

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

### **7.5 Arbitrator's Authority**

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

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

### **7.6 Waiver**

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

## **ARTICLE 8 SAVINGS CLAUSE**

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

## ARTICLE 9 SENIORITY

- 9.1 The Human Resources Department shall establish seniority lists for all permanent employees in the bargaining unit. Said lists shall be posted in appropriate locations. A seniority roster shall be maintained by the employer on the basis of sum total length of compensated employment by classification. Seniority in a classification within a job series includes continuous employment from date of hire as a permanent or probationary full-time employee in that job series. An employee may be granted a change in classification within the Correctional Officer job series or within the employee's department, if such change is for medical reasons and is approved by the department head or designee. An employee who exercises this option shall be credited with any seniority previously earned within his/her job series in the classification to which he/she is being transferred.
- 9.2 A reduction of work force will be accomplished on the basis of seniority. Seniority for layoff purposes is to be defined as all seniority within the employee's job series. This seniority ranking may be by-passed only if the employees cannot perform the duties of the functions required. An employee shall be recalled from layoff on the basis of seniority. An employee on a layoff shall have an opportunity to return to work within two years of the time of layoff before any new employee is hired.
- 9.3 Within the Community Corrections Department, seniority in the Correctional Officer job series within the Community Corrections Department shall prevail each December 1st and as vacancies occur for shift assignment within the Community Corrections Department, except for cause. Within the Sheriff's Office, seniority in the Correctional Officer job series within the Sheriff's Office shall prevail January 31, and as vacancies occur for shift assignment within the Sheriffs Office, except for cause. Openings shall be posted within the department where they occur.
- 9.4 The Employer shall post a seniority list each December 1st. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be prepared.

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

## **ARTICLE 11 CONSTITUTIONAL PROTECTION**

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

## ARTICLE 12 OVERTIME

12.1 Correctional Officers at the Adult Correctional Facility (Workhouse) will be compensated in time off 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.

Effective upon date of ratification Correctional Officers in the Sheriff's Office 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 may choose cash or time off. However, such employees may not accumulate more than one hundred (100) hours. No employee time-off balances of forty (40) hours or less in place at the time of ratification will be subject to liquidation by the Employer.
- (2) Employees with more than one hundred (100) hours of accumulated overtime will be compensated in cash on a payroll to payroll basis.

Changes of shifts do not qualify an employee for overtime under this Article.

12.2 Overtime will be distributed as equally as practicable.

12.3 For the purpose of computing overtime earned, overtime hours' worked shall not be pyramided, compounded or computed twice for the same hours' worked.

12.4 Overtime will be calculated to the nearest fifteen (15) minutes.

12.5 Employees may elect, on a pay period by pay period basis, whether to be paid for overtime earned in the pay period or to bank the overtime as compensatory time. Once an employee has banked overtime as compensatory time, the employee may not elect payment for the overtime banked, except as provided in Article 12.7. Overtime paid in cash under the terms of this section shall be deducted from the total budgeted amount available to compensate for overtime as provided in Article 12.7.

12.6 When staffing permits, overtime will be liquidated under the following procedures:

- (1) Supervisors may order liquidation of overtime in excess of eighty (80) hours on twenty-four (24) hours notice to the employee.
- (2) Liquidation of compensatory time for those employees with eighty (80) hours or less accumulated overtime will be scheduled by the department only at a time agreeable to the employee.

12.7 The County shall budget 2.5% of the payroll for overtime payment effective January 1, 1998, and 2.75% of payroll for overtime payment effective January 1, 1999. Payment shall be made semi-annually on June 15 and December 15. To be eligible, all employees must request overtime payment by May 1 and November 1, and payment will thereafter be made in equal distribution to all employees requesting payment. Effective January 1, 1996, the County shall budget 2.25% of the payroll for overtime payment.

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

- 13.1 An employee who is required to appear in court during scheduled off-duty time shall receive a minimum of four (4) hours. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimums.
- 13.2 In an emergency situation, an employee who is called to duty during scheduled off-duty time shall receive a minimum of four (4) hours' compensatory time off. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the four (4) hour minimum.
- 13.3 Employees on an off-duty day or vacation who are called back to duty or are ordered or subpoenaed to give testimony about events arising out of action taken as a Correctional Officer shall be compensated for a minimum of four (4) hours.
- 13.4 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.
- 13.5 Any employee who is directed to remain on call for a designated period of time shall receive compensatory time at the rate of one-half (1/2) for each hour on call. On call shall mean remaining accessible to a telephone in order to respond immediately to call back for active duty. Employees shall receive a minimum of two (2) hours' compensatory time when placed on call back status.

## ARTICLE 14 HOLIDAYS

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

14.2 Holidays are defined as:

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

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

- 1) One-half (1/2) day after full-time employment for at least two (2) months but less than six (6) months.
- 2) One (1) day after full-time employment for at least six (6) months but less than twelve (12) months.
- 3) Two (2) days after full-time employment for (1) year or more.

Every employee wishing to take "floating holidays" must request permission of the department head at least five (5) days prior to the holiday.

Maintain current floating holiday accrual method in 2006. Change current method to an accrual method as described below, effective 1/1/07, provided all Ramsey County bargaining units agree to the same contract language.

- 1) Effective 1/1/07, update existing employee floating holiday bank with eligible hours under current contract language.
- 2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status.
- 3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year. Maximum accrual will remain at 16 hours.

**ARTICLE 14 HOLIDAYS** (Continued)

- 4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accrual for a full pay period will be .61536.
  - 5) Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.
  - 6) Floating holidays shall be taken at a time mutually agreeable to the employee and the department. Accrued floating holiday hours may be used in lieu of vacation hours to cover previously approved vacation periods.
  - 7) No loss in accrual for full-time employees for up to 40 hours per pay period for no more than 2 consecutive pay periods for unpaid union leave.
- 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 and New Year's Day shall receive double time for all hours worked. Corrections officers in the Sheriff's Office are subject to the holiday provisions of 2018 and 2019-2020 Memorandums of Agreement included at the back of the contract.
- 14.5 Holiday reserve hours will be accrued at the rate of 8 hours per holiday.

## **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 Effective January 1, 2018, 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 (\$.80) cents per hour for each hour worked. Effective January 1, 2019, this rate will include intermittent employees at the Ramsey County Correctional Facility. 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.
- 15.4 Any full-time employee who works on a shift beginning earlier than 6 a.m. or ending later than 6 p.m. shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. The night differential shall be paid as additional compensation equivalent to six and one-half percent (6-1/2%) of the first step in the salary range established for the classification in the bargaining unit. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves. Article 15.5 will apply beginning January 1, 1989 and continue for 1990.
- 15.5 Compensation shall not be paid more than once for the same hours worked under any provision of this Agreement.
- 15.6 Employees who have not completed their probationary period may be prohibited from bidding shifts.

## **ARTICLE 16 CLOTHING ALLOWANCE**

- 16.1 Effective January 1, 2018, the annual clothing allowance for Correctional Officers, for use in purchasing replacement of uniforms as required, will increase to \$750. For Correctional Officers not working for a full calendar year, this amount will be adjusted on a pro rata basis.
- 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's minor child. "Child" is as defined in Minnesota Statutes 181.940. As of 1/1/2000, an individual under the age 18 or an individual under age 20 who is still attending secondary school. Sick leave usage shall be subject to approval and verification by the department head or the Human Resources Department, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, or other information deemed necessary.
- 17.4 To be eligible for sick leave payment, an employee must notify the department head or designee one hour prior to the starting time of his/her scheduled shift. The Superintendent of the Adult Correctional Facility will review situations involving notice of absence, and may make exceptions. This notice may be waived if the department head determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. Those employees who misuse sick leave will be subject to disciplinary action.
- 17.5 Sick leave not to exceed forty (40) hours may be utilized upon the occasion of death in the employee's immediate family. Immediate family for the purpose of this section shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, or a person regularly residing in the employee's immediate household, and shall include parents and siblings of persons regularly residing in the employee's immediate household. This definition does not include aunts and uncles not regularly residing in the household.
- 17.6 Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness of a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.
- 17.7 In accordance with Minnesota Statutes 181.9413, sick leave not to exceed one hundred sixty (160) hours in a calendar year may be used as a result of an illness or injury of the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. This paragraph does not apply to absences due to the illness or injury of a "child" as described in paragraph 17.3.

## **ARTICLE 17 SICK LEAVE (Continued)**

- 17.8 An employee may use sick leave for safety leave for assistance to themselves or their relatives as described in paragraph 17.7. For the purpose of this paragraph, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking, as those terms have meaning in Minnesota Statutes 181.9413. Such use of sick leave is subject to the limitations included in paragraph 17.7.
- 17.9 Pregnant employees of Ramsey County shall be eligible for the use of paid and unpaid sick leave in the same manner as any other disabled or ill Ramsey County employee. Such sick leave eligibility shall begin upon certification by the employee's attending physician that due to pregnancy, the employee is disabled in terms of her ability to perform the duties of her position. Such employee shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or disabled County employee during the remaining period of pregnancy until such time as the employee is certified able to return to work by her attending physician.
- 17.10 Sick leave not to exceed forty (40) hours may be utilized by employees for the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. The leave must be consecutive and taken within six (6) months of the birth or adoption.
- 17.11 An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted a leave of absence for a period not to exceed two (2) years. When there are fewer than three months between periods of leave of absence under this section, for the same illness or accident, the periods of absence will be added together to determine the length of leave that may not exceed two years. Employees will return at the same seniority in the salary schedule. Existence and extent of illness or disability must be verified by a written statement from an appropriate medical authority when requested by the department head or designee, or the Human Resources Department. An employee who is granted a leave of absence without pay for illness or disability shall have the right to be reinstated to a position in their department in the classification held at the time the leave started, prior to or at the end of the term of the leave. The Employer may require a report from an appropriate medical authority attesting to the employee's fitness to return to work before allowing the employee to return from unpaid sick leave.
- 17.12 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties shall upon written request to the Director of Human Resources accompanied by a physician's certificate acceptable to the Director of Human Resources be granted sick leave for each work day up to a maximum of one-hundred-thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be

**ARTICLE 17 SICK LEAVE** (Continued)

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.

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

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

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

- 17.13 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are January-March, April-June, July-September and October-December.
- 17.14 An employee whose paid sick leave is exhausted may be required to use that portion of their vacation accrual in excess of eighty (80) hours before being granted time off without pay.

## ARTICLE 18 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 sixty (60) days of accumulated sick leave to his/her credit.
- (2) That at the time of separation from the County service the employee must have been employed by the County in the classified service for at least ten (10) years prior to his/her separation, except that this section shall not apply to an employee whose cause of separation is death, or whose position has been abolished, or who was required to retire from the service under the provisions of the Compulsory Retirement Law, Laws of Minnesota 1981, Chapter 68, Section 38.
- (3) An employee whose position has been abolished shall have the option of waiting until his/her eligibility for reinstatement expires as provided elsewhere in the rules, before applying for severance pay.
- (4) That no classified employee who is on a leave of absence to accept a position in the exempt service of the County shall be eligible for severance pay until his 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 he/she were a new employee. No employee shall receive more than one (1) severance payment from the County.
- (7) That effective January 1, 2003, the following maximum severance payments will be made, based on sick leave hours accumulated at the time of resignation or retirement:

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

## ARTICLE 19 VACATIONS

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

<u>Number of years of Employment</u>	<u>Accrual in hrs. Per Pay Period</u>	<u>Yrly. Accrual in hours</u>	<u>Maximum Accrual</u>
Less than 4 years	3.6923	96 (12 days)	192 (24 days)
At least 4 years, but less than 9 years	4.6154	120 (15 days)	240 (30 days)
At least 9 years, but less than 15 years	5.2308	136 (17 days)	272 (34 days)
At least 15 years, but less than 23 years	6.4615	168 (21 days)	336 (42 days)
23 years or more	7.6923	200 (25 days)	400 (50 days)

- 19.3 Vacation choice will be based on and bid by the seniority of the employee between January 1 and March 31 of each calendar year. Vacation shall be bid by division, or platoon shift, where applicable.
- For employees of the Sheriff's Office, vacation choice will be based on the seniority of the employee within the department. For Correctional Officers in the Sheriff's Office vacation choice will be by seniority within the job series, counting only time worked in the Sheriff's Office.
- Vacation by seniority as described in this section will apply until March 15 of each calendar year. Vacation shall be bid by division, or platoon shift, where applicable.
- 19.4 Vacation may be accumulated to twice the employee's annual accrual. Vacation accumulated in excess of this will be lost. Any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year.
- 19.5 Employees with an accumulation of sick leave credits in excess of one hundred and eighty (180) days, may convert such excess days to vacation at the rate of two (2) days' sick leave to one (1) day vacation but not to exceed five (5) days in any calendar year.

## ARTICLE 20 INSURANCE

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

(1) Medical Insurance:

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

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

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

Changes will be effective on January 1 of each year.

(2) Dental Insurance:

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

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

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

Changes will be effective January 1 of each year.

(3) Life Insurance:

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

(4) Long-Term Disability:

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

## ARTICLE 20 INSURANCE (Continued)

### (5) Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers' enrollment requirements. The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

### 20.2 Eligibility

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

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

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

**Current insurance eligible employees hired between 7/1/92 and 12/31/05** – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, **or** opt out of the current 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 20 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 1<sup>st</sup> full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution

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

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

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

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

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

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

## **ARTICLE 20 INSURANCE (Continued)**

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

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

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

### **County Contributions**

Early Retiree Contributions: For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

Regular Retiree Contributions: For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

2018 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$130.00 per month.

2019 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active

## **ARTICLE 20 INSURANCE (Continued)**

employees, except the retiree pays no less than \$130.00 per month.

2020 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$65.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$140.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective January 1 each year.

- 20.3 The County will make a payroll deduction for the premium for the voluntary Group Term Life Insurance Program offered through the Public Employees Retirement Association, for those employees who choose to participate.
- 20.4 County Board Resolution 9-1811. Ramsey County shall defend, save harmless and indemnify each of its officers and employees, whether elective or appointive, against a tort claim or demand, whether groundless or otherwise, arising out of each alleged act or omission occurring in the performance of duty, except malfeasance in office or willful or wanton neglect of duty.

## **ARTICLE 21   LEGAL SERVICES**

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

## **ARTICLE 22 EDUCATION**

- 22.1 Any employee who, in order to improve his/her work performance, takes courses which have a relationship to his/her work, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by his department head and the Director of Human Resources. Factors upon which an employee's eligibility depends, includes the past work record of the employee; his service ratings; length of service; the relevancy of the course work to the employee's position; the status of the educational institution and availability of funds. If the employee leaves the County service within one (1) year after completion of a course taken under this rule, he/she must refund the amount paid by the County. Effective January 1, 2018, Ramsey County will increase the annual tuition reimbursement allowance to \$2,600 per employee. Effective January 1, 2019, Ramsey County will increase the annual tuition reimbursement allowance to \$4,000.
- 22.2 Employees mandated to attend training, conferences or meetings by the department shall be refunded all expenses for attendance at such training, conferences or meetings. Training, conferences or meetings attended in the seven-county metro area shall be subject to the provisions of this paragraph except that no compensation will be paid for the expense of meals. Food and travel expenses for BCA police training shall be paid as provided by law.

## **ARTICLE 23 SAFETY**

- 23.1 Employer and employee shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates Federal and State safety standards, the matter shall be brought to the attention of the Superintendent and/or 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.

## **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 woman having a child shall be granted a personal leave, not to exceed six (6) months, at the request of the employee. Employees under this provision shall not be eligible for paid sick leave during the period of leave.
- 24.11 Educational leaves of absence may be granted for a maximum of two (2) years.
- 24.12 Family and Medical Leave: Employees who have worked for at least twelve (12) months and who have been employed for at least 1,250 hours in the previous 12 months may take up to twelve (12) weeks of leave for the following reasons: (as provided in the FMLA)

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

- a. Birth of the employee's child. (Also see 17.7 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 his or her job.

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

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

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

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

- 24.13 Up to twelve (12) weeks of unpaid leave shall be granted to an employee to care for a person regularly residing in the employee's immediate household, who is not the employee's spouse, child or parent, and who has a serious medical condition. This leave will be administered as if it were FMLA, except when doing so would result in a violation of the Family & Medical Leave Act. FMLA time taken under Article 24.12 will count against time allowed under Article 24.13.
- 24.14 The application of the provisions of Article 24.12 and 24.13 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 24.12 and 24.13.

## ARTICLE 25 WAGES

- 25.1 The monthly wage rates for each classification are contained in the Appendix.
- 25.2 The five, ten, fifteen, and twenty year longevity rates are for total County service. Employees earning this seniority shall receive a one-step advancement on the anniversary date in addition to the normal one-year increment step. No employee will be paid at the five, ten, fifteen, or twenty year step without that length of continuous County service.
- 25.3 Step increases will become effective on the anniversary date of the employee's appointment to his/her classification.
- 25.4 Promotion appointment to Correctional Officer 2 after passing examination shall be retroactive to date of eligibility for the classification. In the event of failure to pass the examination the employee's new eligibility date for wage setting shall be exactly six (6) months from the date of prior eligibility, and shall be the new effective date for salary setting on promotions to Correctional Officer 2. This process shall continue for as many times as necessary to pass the examination.
- 25.5 The following general wage adjustments are as follows:
- Effective the first full pay period following January 1, 2018 – Wages will increase by 2.5%.
  - Effective the first full pay period following January 1, 2019 – Wages will increase by 2.5%  
(Corrections only)
  - Effective the first full pay period following March 1, 2019 – Wages will increase by 2.5%  
(Sheriff's office only)
  - Effective the first full pay period following January 1, 2020 – Wages will increase by 2.5%.
- Effective May 1, 2003, any full-time employee who is designated by management as a certified Field Training Officer (F.T.O.) and assigned to perform those duties where a formal evaluation tool is used to rate work performance, shall be compensated three (\$3.00) dollars per hour for actual hours worked performing F.T.O. duties. Management reserves the right to certify, select, assign and schedule employees for F.T.O. duties.
- 25.6 Effective the first full pay period after January 1, 2019, the employer will provide a matching contribution toward Deferred Compensation up to \$35 (thirty-five dollars) per month per contributing employee, and a minimum employee contribution of \$10 per pay period is established.

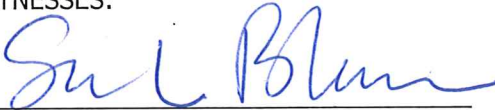
## **ARTICLE 26 COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

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

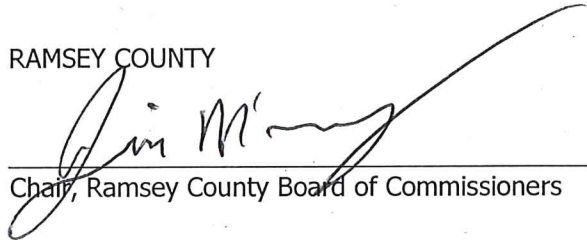
**ARTICLE 27 TERM OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2018, to December 31, 2020 and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by June 1st prior to the anniversary date that it desires to modify or terminate this Agreement. In witness thereof, the parties have caused this Agreement to be executed this 27<sup>th</sup> day of November, 2018.

WITNESSES:

  
\_\_\_\_\_

RAMSEY COUNTY

  
Chair, Ramsey County Board of Commissioners

  
Ramsey County Manager

Approved as to form by:

  
Assistant County Attorney

Date: 12/13/18

MINNESOTA TEAMSTERS PUBLIC AND LAW  
ENFORCEMENT EMPLOYEES UNION LOCAL 320

 1-15-19  
 2-4-19

# MEMORANDUM OF AGREEMENT

This Memorandum is entered into between the County of Ramsey and Teamsters Local 320 (Correctional Officer I & II Unit).

WHEREAS, The parties have entered into a Collective Bargaining Agreement effective 1/1/97; and

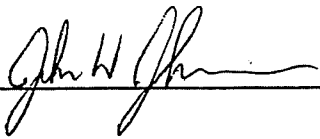
WHEREAS, The parties have agreed to allow employees to use vacation in advance of accrual subject to certain restrictions;

NOW, THEREFORE, the parties agree as follows:




1. Vacation hours advanced under this Memorandum must be used, they cannot be put into the employee's accrued balance.
2. Vacation hours advanced are subject to the same approval provisions as other vacation hours.
3. Vacation hours advanced to an employee must immediately be repaid from future vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If this is not possible, the employee will be required to refund the remaining dollar value to the County.
4. An employee may not have more than 40 vacation hours advanced to him/her at any time.
5. Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Articles 19.2 and 19.4 continue to apply.
6. 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.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed this 15th day of August, 1997.

FOR THE COUNTY OF RAMSEY

  
\_\_\_\_\_  
\_\_\_\_\_

FOR TEAMSTERS LOCAL 320  
(Correctional Officer I & II Unit)




## Human Resources Department

Gail J. Blackstone, Director

430 Government Center - West  
50 West Kellogg Boulevard  
St. Paul, MN 55102-1657

Tel: 651-266-2700  
TDD: 651-266-2728  
Fax: 651-266-2727

### MEMORANDUM

TO: Tom Perkins, Teamsters Local 320  
FROM:  John Johnson, Labor Relations Manager  
DATE: February 17, 2005  
SUBJECT: Correctional Officers 1 & 2

Thanks for your help in clarifying the class seniority versus qualifying experience issue with regard to Correctional Officers 1 & 2. We now have a common understanding that when a Correctional Officer is first employed as an Intermittent, and then changes to regular employee status, their time as an intermittent does not count toward their class seniority. Class seniority begins with the date of change from intermittent status to regular employment status. We further understand that for purposes of qualifying to promote to Correctional Officer 2, time as an Intermittent employee does qualify toward the two year experience requirement or toward the requirement that one year of qualifying experience must be in the Ramsey County Community Corrections Department.

In the course of discussing these understandings, another issue arose. Our agreement states that when someone is appointed to Correctional Officer 2, they serve a six month probationary period. It also states that when promotion to Correctional Officer 2 occurs, it is back-dated to the date of the employee's eligibility (Article 24.4). It is our understanding that when an employee is promoted to Correctional Officer 2 at a date later than the date of their eligibility, the six month probationary period would still start as of the time they are approved for the appointment to Correctional Officer 2. In other words, pay is back-dated, but the start date for the probationary period is not. Our reasoning is that allowing the start of the probationary period for the Correctional Officer 2 level to be back-dated, would significantly shorten the probationary period, if not eliminate it all together, for employees whom, for whatever reason, delayed their application to Correctional Officer 2. We are certain this is not what was intended when we made our agreement about probationary periods.

Please confirm for me in writing that our understanding is correct as to how the probationary period for the Correctional Officer 2 is applied.

Thank you for your help. Please contact me at 651-266-2732 if you have any questions, or would like to discuss this.

JWJ/nan  
xc: Lee Palmer  
Kathy Sofie ✓  
Mitch Cooper

**Equal Opportunity Employer**

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## MEMORANDUM OF AGREEMENT

Ramsey County and Teamsters Local 320, representing the Correctional Officer 1/2 bargaining unit, agree that all full-time employees hired on or after August 1, 2001, in a Correctional Officer 1 job classification, listed in Article 2.1 of the collective bargaining agreement, will serve a probationary period of one (1) year. Part-time Correctional Officers 1 will serve a probationary period of 2,080 hours or two (2) years, whichever comes first.

Full-time employees promoted from Correctional Officer 1 to Correctional Officer 2 will serve a six (6) month probationary period. Part-time Correctional Officers will serve a probationary period of 1,040 hours or one (1) year, whichever comes first, when promoted from Correctional Officer 1 to Correctional Officer 2.

Employees hired directly as Correctional Officer 2, via transfer from another merit system or by other means, will serve a one (1) year probationary period if full-time employees, and a probationary period of 2,080 hours or two (2) years, whichever comes first, if part-time employees.

FOR THE EMPLOYER

 12/24/06  
Authorized Representative      Date

FOR THE UNION

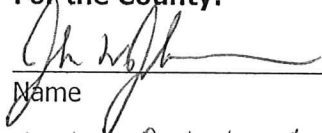
  
Authorized Representative      Date

## MEMORANDUM OF AGREEMENT

Ramsey County and Teamsters Local 320 agree that intermittent employees in the Correctional Officer 1 and Correctional Officer 2 job classifications, who are hired from intermittent status to full time positions as Correctional Officer 1 or Correctional Officer 2, will serve a probationary period that begins with their appointment to a full time position, of one year in length, consistent with the probationary period provisions of the 2003 Memorandum of Agreement entered into by the Teamsters Local 320 and Ramsey County, addressing length of probation. This agreement will apply regardless of the length of time an employee has served as an intermittent Correctional Officer 1 or 2.

This agreement will be in effect for all Correctional Officers 1 and 2 hired from intermittent status to full time positions on or after December 1, 2003, and will remain in effect unless and until terminated or modified by the mutual agreement of the parties.

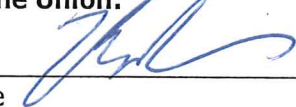
**For the County:**

  
Name

*Laken Relations Manager*  
Title

*12/28/03*  
Date

**For the Union:**

  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING  
LABOR/MANAGEMENT COMMITTEE**

Ramsey County and Teamster Local 320 agree to establish a Labor Management Committee (LMC) at the Ramsey County Correctional Facility to address issues of mutual concern to the Facility and its employees. Training requirements, membership, by-laws and meeting schedules will be mutually determined by the Committee. There will be no loss of wages to employees who participate as designated representatives to the LMC.

The LMC will be established in 2009. If both the County and the Union agree to continue the LMC, then this agreement shall remain in effect in 2010 and 2011.

FOR RAMSEY COUNTY

Marney Carols

FOR TEAMSTERS LOCAL 320

Mike Carey B/A

V. D. Roffgen  
B. A. Kuntz

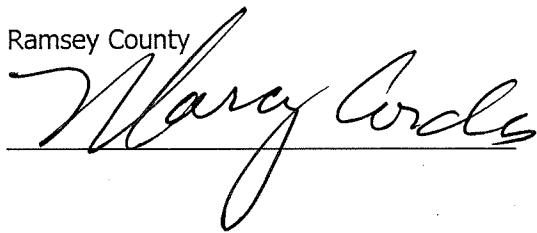
## MEMORANDUM OF AGREEMENT

Ramsey County and Local 320 of the International Brotherhood of Teamsters (Correctional Officer 1 & 2) bargaining unit agree that:

1. Employees hired as Correctional Officer 1 or Correctional Officer 2 may be hired at any salary step above the minimum, up to Step 07, the five year step.
2. That this allowance will be applied consistent with Ramsey County's general policy of appointment above the minimum as described in Ramsey County Personnel Rule 17.1. This rule provides for appointment above the minimum with approval of the Ramsey County Human Resources Department, based on the employee's qualifications beyond the minimum requirements and/or on difficulty in recruiting.
3. An employee hired under the provisions of this Memorandum of Agreement can be placed no higher than the step equal to their salary in the job they are leaving to come to work for Ramsey County. If there is no step in the Correctional Officer 1 or Correctional Officer 2 salary range that matches the employee's salary in their previous position, then the salary level closest to, but higher than their salary in their previous job may be used.

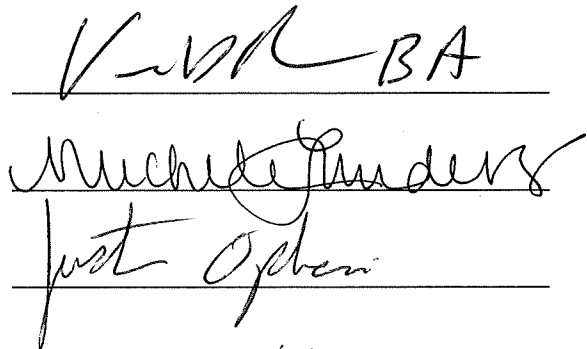
This Memorandum of Agreement will expire at the end of the current collective bargaining agreement, December 31, 2014, unless action is taken to continue it or incorporate it into the collective bargaining agreement. During its effective term, this agreement supercedes any conflicting language in the collective bargaining agreement between the parties.

Ramsey County



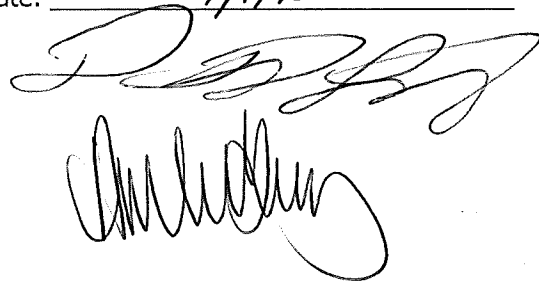
Date: 11/1/12

Teamsters Local 320



Michelle Anderson  
Just Open

Date: 11/1/12



## MEMORANDUM OF UNDERSTANDING

Ramsey County and Teamsters Local 320 agree to schedule a meet and confer during the term of the agreement to discuss the development of a departmental critical incident policy at the Ramsey County Correctional Facility.

FOR RAMSEY COUNTY

Wesley Cordes

FOR TEAMSTERS LOCAL 320

Vicki BA  
Michelle Gunders  
Dan Johnson  
Just Olsen  
[Signature]  
[Signature]

## MEMORANDUM of AGREEMENT

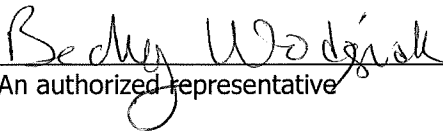
Ramsey County  
And  
Teamsters Local 320 (Correctional Officer 1/2)

Ramsey County (County) and Teamsters Local 320 (Correctional Officer 1/2), agree to the following, effective January 1, 2014:

1. An employee that has satisfied the elimination period for either short term or long term disability may, at the employee's option, retain a sick leave bank of up to 80 hours when the employee begins an unpaid medical leave, provided the employee has a bank of paid sick leave hours remaining after satisfying the elimination period.
2. An employee with a paid sick leave bank of 80 hours or less after satisfying the elimination period for either short or long term disability may elect to retain either all or none of their remaining sick leave bank.
3. If the employee elects to retain a sick leave bank after satisfying the elimination period for either short-term or long-term disability, the employee may not use any time from that bank until the employee returns from unpaid medical leave.
4. If the employee does not return from unpaid medical leave, the time retained in the employees sick leave bank will be lost to the employee, such that the employee will receive no compensation for the retained sick leave.
5. In any other circumstances except those described in items 1 through 4 of this Memorandum of Agreement, employees will continue to be required to use all paid sick leave prior to going on an unpaid medical leave of absence.

This Memorandum of Agreement replaces the previous Memorandum of Agreement dated June 3, 2004 that provided for retaining a sick leave bank of up to 40 hours.

For the Employer

  
An authorized representative

1-16-14  
Date

For the Bargaining Unit

  
An authorized representative

13 Jan 2014  
Date

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

Ramsey County  
And  
TEAMSTERS LOCAL 320 (Correctional Officers 1 and 2)

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 TEAMSTERS Local 320 (Correctional Officers 1 and 2) 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

12/22/14  
Date

For the Bargaining Unit

  
An authorized representative

17 Dec 2014  
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 Correctional Officers 1-2 bargaining unit. During the term of this agreement, bargaining unit members will contribute 100% of severance pay described in Article 18 of the Correctional Officer 1-2 Collective bargaining agreement, to the HCSP.

This agreement shall be effective for members terminating employment with Ramsey County on or after May 15, 2013 and continue through the duration of the Collective Bargaining Agreement that became effective on January 1, 2015.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 15<sup>th</sup> day of December, 2015

FOR THE COUNTY OF RAMSEY

John W. D. [Signature]  
\_\_\_\_\_  
\_\_\_\_\_

FOR TEAMSTERS LOCAL 320, CORRECTIONAL  
OFFICERS 1-2

[Signature] BIA  
[Signature] RCCF Steward  
[Signature] RCS Steward  
[Signature] RCS Steward  
[Signature] RCCF Steward

## **INTERMITTENT CORRECTIONAL OFFICERS**

### **FOR INFORMATIONAL PURPOSES ONLY, NOT SUBJECT TO THE GRIEVANCE OR ARBITRATION PROVISIONS OF ARTICLE 7 OF THE COLLECTIVE BARGAINING AGREEMENT**

Intermittent Officers are employees with probationary or permanent status who are not working a regular schedule (e.g. on call), who works an irregular or uncertain schedule which alternatively begins, ceases and begins again as the needs of the agency require.

Intermittent Officers are paid hourly and there is no guarantee of the total number of hours of work to be made available to the Officer. Intermittent Officers are paid only for the hours they work. Intermittent officers do not accrue vacation or sick leave. Intermittent Officers are not paid night shift differential, weekend differential, severance pay or holiday pay. Intermittent Officers are not eligible for floating holidays or tuition reimbursement. Intermittent Officers are not eligible to bid on vacancies or newly created positions.

Because of the sporadic and unpredictable nature of intermittent work assignments, supervisors may schedule intermittent Officers without regard to the limits associated with part time or full time work schedules. Intermittent Officers are only eligible for overtime pay as required by the Fair Labor Standards Act, 29 CFR Chapter V.

**MEMORANDUM OF AGREEMENT  
2018**

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 (Correctional Officers 1, 2) ("Union") agree to the following:

WHEREAS, the County Sheriff's Office/Adult Detention Center is implementing a change in shifts; and

WHEREAS it is the County Sheriff's Office intent to staff the Adult Detention Center with 131 CO 1 & 2s; and

WHEREAS, the new shifts will be as follows:

- Shift A Days/Nights
- Shift B Days/Nights
- Shift C Days/Afternoons/Nights
- Shift D Days/Nights

NOW THEREFORE, the County Sheriff's Office/Adult Detention Center and Union agree to the following:

**Employees Assigned to Shift A and B**

Hours worked beyond 80 when assigned to shifts A and B shall be compensated at the rate of 1.5 times the regular rate of pay (hours 81-84 constitute "2184 time").

Employees taking time off during the pay period will be required to utilize 8 hours of leave for the first day taken off, and thereafter be required to utilize 12 hours of leave. When the entire pay period is taken off employees will be required to utilize 80 hours of paid leave.

Employees taking any unpaid leave during a pay period forfeit "2184 time", unless overtime pay is otherwise required by law.

**Employees Assigned to Shift D**

In a work week employees will receive 40 hours of pay upon recording 36 hours of work/pay.

Hours worked beyond 36 in a pay period shall be compensated at the rate of 1.5x the regular rate of pay.

**All Employees**

All hours worked in excess of an employee's assigned shift shall be compensated at the overtime rate of pay (1.5 times the regular rate of pay).

**Holidays**

For employees 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 holiday (Shift A, B and D shall earn 12 hours of alternate holiday, Shift C Days and Afternoons shall earn 8 hours of alternate holiday, and Shift C Nights shall receive 10 hours of alternate holiday).

Those employees who are not scheduled to work on a legal holiday shall be granted eight (8) hours of banked holiday time.

Floating holidays shall be subject to the language in Article 14.5 of the collective bargaining agreement.

### **Prior MOA**

The terms of the MOA entered into between the parties in May of 2017 shall be null and void upon the signing of this MOA.

### **Duration**

The terms of this MOA will be in effect for the time period of 1/1/2018 to 12/31/2018. Upon which time this MOA shall be removed from the contract and the 2019-2020 MOA shall take effect.

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 to be executed this 27<sup>th</sup> day of November, 2018.

### **For Ramsey County:**

  
\_\_\_\_\_  
Sandi Blaeser, Labor Relations Manager


  
\_\_\_\_\_  
Jack Serier, Sheriff

  
\_\_\_\_\_  
Steve Frazer, Chief Deputy

### **For Teamsters Local 320:**

 1-15-19  
\_\_\_\_\_  
Craig Johnson, Business Agent

 1-25-19  
\_\_\_\_\_  
Steward

 2-4-19  
\_\_\_\_\_  
Steward

\_\_\_\_\_  
Steward

**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 (Correctional Officers 1 & 2) ("Union") agree to the following:

WHEREAS, the County Sheriff's Office/Adult Detention Center is implementing a change in shifts; and

WHEREAS it is the County Sheriff's Office intent to staff the Adult Detention Center with 131 CO 1 & 2s; and

WHEREAS, the new shifts will be as follows:

Shift A Days/Nights  
Shift B Days/Nights  
Shift C Days/Afternoons/Nights  
Shift D Days/Nights

NOW THEREFORE, the County Sheriff's Office/Adult Detention Center and Union agree to the following:

**Employees Assigned to Shift A and B**

Hours worked beyond 80 when assigned to shifts A and B shall be compensated at the rate of 1.5 times the regular rate of pay (hours 81-84 constitute "2184 time").

Employees taking time off during the pay period will be required to utilize 8 hours of leave for the first day taken off, and thereafter be required to utilize 12 hours of leave. When the entire pay period is taken off employees will be required to utilize 80 hours of paid leave.

Employees taking any unpaid leave during a pay period forfeit "2184 time", unless overtime pay is otherwise required by law.

**Employees Assigned to Shift D**

In a work week employees will receive 40 hours of pay upon recording 36 hours of work/pay.

Hours worked beyond 36 in a pay period shall be compensated at the rate of 1.5x the regular rate of pay.

**All Employees**

All hours worked in excess of an employee's assigned shift shall be compensated at the overtime rate of pay (1.5 times the regular rate of pay).

**Holidays**

Beginning in 2019, Employees for whom a legal holiday is a scheduled day of work shall be paid at one and one-half (1 ½) 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.

Those employees who are not scheduled to work on a legal holiday shall be granted eight (8) hours of banked holiday time.

Floating holidays shall be subject to the language in Article 14.3 of the collective bargaining agreement.

### **Prior MOA**

The terms of all prior MOA regarding the impact on the 2017 schedule change shall be null and void upon the signing of this MOA.

### **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 applicable only to the Corrections Officers within the Ramsey County Sheriff's Office.

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 to be executed this 27<sup>th</sup> day of November, 2018.

### **For Ramsey County:**


  
Sandi Blaeser, Labor Relations Manager

  
Jack Serier, Sheriff

  
Steve Frazer, Chief Deputy

### **For Teamsters Local 320:**

 1-15-19  
Craig Johnson, Business Agent

 1-25-19  
Steward

 2-4-19  
Steward

\_\_\_\_\_  
Steward