

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 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 3
INDEX – 2018-2019-2020**

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ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act of 1971 as amended, for all personnel in the following classification, employed in the Ramsey County Sheriff's Office:

Correctional Officer 3

- 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 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.

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

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

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

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

ARTICLE 7 EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE (Continued)

agreed to 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, 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 maintain an additional seniority list for employees in the Correctional Sergeants (CO 3's) classification within the Sheriff's Office.
- 9.3 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.
- 9.4 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before any new employee is hired.
- 9.5 Assignment of Correctional Officer 3's will be at the discretion of the employer.

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 Written reprimands shall be removed from an employee's personnel files 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 Step 3 at 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 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 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.

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.

Definitions:

Shift Extension: When an employee is asked to remain at work, beyond the end of the employee's scheduled shift, to perform work that is contiguous and / or connected with the scheduled shift.

Call Back: When an employee is called back, after completing a work day and leaving the work premises or on a non-work day, to work for a period of time that is not contiguous or connected with the employee's scheduled shift.

Early Report: When an employee is asked and/or required to report early for work that is contiguous and/or connected with the employee's scheduled shift.

- 13.3 Employees on an off-duty day or vacation, who are called back to report to their normal work location, or for an Internal Affairs interview, 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 Any employee who is directed to remain on-call for a designated period of time shall receive compensatory time at the rate of \$2.00 per hour 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 Employees who work the shift of four (4) days on duty and two (2) days off shall not be granted holidays.

14.2 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.

14.3 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
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.

14.4 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.

14.5 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.
- 2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status.
- 3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (same dates as used for vacation max). Maximum accrual will remain at 16 hours.
- 4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accruals for Locals that currently receive 16 hours of floating holiday will be .61536 hour per pay period.
- 5) Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.

ARTICLE 14 HOLIDAYS (Continued)

- 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.
 - 8) No loss in accrual for unpaid time-off required to fulfill weekend National Guard training.
- 14.6 Effective January 1, 2019, Sheriff's Office employees who are eligible to receive holidays will be compensated as follows:
- 1) at the rate of 1-½ times the regular hourly rate of pay for hours worked on any holiday except Christmas Day and New Year's Day.
 - 2) In addition, these employees shall earn a total of twenty-four (24) hours credit for work on Christmas Day and New Year's Day (triple time)
 - 3) provided at least five (5) hours of the shift fall on the holiday
 - 4) 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.
 - 5) In no circumstance will holiday pay for Christmas Day and New Year's Day be combined or in addition to the 1-½ pay rate for the remaining holidays.
- 14.7 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 The normal work schedule shall be four (4) 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 Employees shall bid for their shift once per year and shall take place in the following manner:
- a) Shift bidding is intended to begin on the first Monday in October of each year, to be completed within fifteen (15) days and posted by the first Monday in November each year. If the first Monday is a holiday, it shall be the following Monday that is not a holiday.
 - b) Whenever practicable, Ramsey County will notify the Union of extenuating circumstances that preclude meeting the timeline indicated in 15.4(a).
 - c) Should a permanent opening on a shift occur following the implementation of the bids upon completion of shift bidding, the County, subject to operational needs or concerns, will fill the openings based on employee requests made in accordance with job classification seniority.
- 15.5 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 cents (\$.80) per hour for each hour worked. Compensation under this section will be earned for the entire period worked, provided at least five (5) hours of the period worked 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.
- 15.6 Any full-time employee who works on a shift beginning earlier than 6 a.m., or ending later than 6 p.m., shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift were 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 ½%) 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.
- 15.7 Compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

ARTICLE 16 CLOTHING ALLOWANCE

- 16.1 Effective January 1, 2018, each employee will receive the amount of \$825 (eight hundred twenty-five dollars) as a clothing allowance for use in purchasing replacement of uniforms as required. This allowance will increase to \$850 (eight hundred fifty dollars) effective January 1, 2020. 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 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 (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'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, and shall include parents and siblings of the employee's spouse or of a person regularly residing in the employee's immediate household, except that this definition does not include aunts and uncles not regularly residing in the employee's immediate household.
- 17.6 Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness of 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 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.

ARTICLE 17 SICK LEAVE (Continued)

- 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 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 1st 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.

ARTICLE 18 LEAVES OF ABSENCE (Continued)

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.
- 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 18.11 and 18.12 will run concurrently with all other applicable paid and unpaid leave provisions of this agreement, where they apply to the same circumstances as do Articles 18.12 and 18.13.

ARTICLE 19 SEVERANCE PAY

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

- (1) That at the time of separation, the employee has at least 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/her employment is finally terminated.
- (5) That the rate of payment shall be based upon the regular daily salary of the employee in his/her permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
- (6) That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, his/her sick leave shall be calculated as though he/she were a new employee. No employee shall receive more than one (1) severance payment from the County.

That effective January 1, 2005, 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 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.
- 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. Vacation accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods. There will be no loss in accrual for unpaid time-off required to fulfill weekend National Guard training:

Number of years of Employment	Accrual in Hrs. Per Pay Period	Yearly Accrual in Hours	Maximum Accrual
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)

- 20.3 Vacation choice will be based on the seniority of the employee until March 15 of each calendar year. Vacation shall be bid by division, or platoon shift, where applicable.
- 20.4 Vacation may be accumulated to twice the employee's earning rate. Effective 1/1/06, any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year.
- 20.5 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.
- 20.6 Employees who have successfully completed their initial probationary period may be advanced up to forty (40) hours of vacation before it is accrued, subject to the following requirements:
- requests for vacation advancement are subject to the same approval provisions as other vacation requests;
 - requests for vacation advancement are subject to the same approval provisions as other vacation requests;
 - advanced vacation may not be placed in the employees accrued vacation balance;

ARTICLE 20 VACATION (Continued)

- d) advanced vacation hours must be immediately repaid from future vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If there are not sufficient funds, the employee will be required to repay the County the value of those hours.
- e) all advanced vacation must be repaid to the County before any future vacation advancement requests will be considered.
- f) An employee may not have more than forty (40) vacation hours advanced to him/her at any time.
- g) Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Articles 20.2 and 20.4 continue to apply.
- h) 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.

20.7 Adjustments to Initial Vacation Accrual – Credit for Previous Service

The appointing officer may, at their discretion, recommend to the Director of Human Resources (or designee), that a new hire be given credit for length of service for all or a portion of any employment experience directly related to the position to which the employee is being appointed or to match the current vacation accrual provided by the employee's most recent employer. The recommendation must be made in writing and be based on the appointing officer's assessment of the employee's qualifications beyond the minimum requirements, recruitment considerations or service accrual provided by the employee's previous employer. The appointing officer must submit documentation of the qualifying service with the recommendation. At his/her discretion, the Director of Human Resources may authorize length of service credit for all, none, a portion of the related experience, or the practice of the previous employer. This length of service credit, plus the employee's subsequent actual length of service with the County, will be the basis for future vacation accrual determinations. No additional length of service credit for qualifications obtained prior to County employment shall be granted after initial appointment to the County.

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:

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 21 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.

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**

ARTICLE 21 INSURANCE (Continued)

11/1/06, were deemed to have elected to retain their current retiree insurance benefit.

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

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to

the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution

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

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

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

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

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

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

ARTICLE 21 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 21 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.

- 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 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.
- 21.5 Employees who are regularly scheduled to work between sixty-four (64) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees. Employees whose average paid hours are at least fifty percent (50%), but less than eighty percent (80%) of full-time shall receive two-thirds (2/3) of the County contribution towards insurance benefits.

ARTICLE 22 LEGAL SERVICES

- 22.1 The County of Ramsey agrees to indemnify and defend employees covered by this Agreement consistent with the provisions of Minn. Stat. Chapter 466 and the cases interpreting those provisions.

ARTICLE 23 EDUCATION

- 23.1 Any employee who, in order to improve their 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, includes the past work record of the employee; his/her service ratings; length of service; the relevance of the course work to the employee's position; the status of the educational institution and availability of funds. 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. 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.
- 23.2 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 except that no compensation will be paid for the expense of meals or travel.
- 23.3 Effective January 1, 2018, an education fund of \$625 per year, per employee, will be provided. Funds can be accumulated up to three (3) years, and up to one thousand eight hundred seventy-five dollars (\$1,875) total. Funds will be lost if not used by the end of the third year. Expenditures must be approved by the employer, for training appropriate to the work of a Correctional Officer 3 or a position the employee can reasonably hope to advance to.

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 Progression through the salary range will follow the provisions of the Ramsey County Personnel Rules as they exist on January 1, 2005.
- 25.3 New employees acquired through a County contract for service agreement shall receive full credit for prior continuous employment as a law enforcement officer in determining eligibility for payment at the ten (10), fifteen (15), and twenty (20) year salary rate. This seniority recognition shall apply only to salary rates.
- 25.4 The following general wage increases will be applied to the wage rates in effect on January 1, 2017. All general salary increases will be effective the first full pay period following the effective date.
- 2018: 2.5% effective the first full pay period after January 1, 2018
- 2019: 2.5% effective the first full pay period after March 1, 2019
- 2020: 2.5% effective the first full pay period after January 1, 2020
- 25.5 Effective the first full pay period after January 1, 2019, the Employer shall provide a matching contribution to deferred compensation up to \$35 per month, per contributing employee, and a minimum employee contribution of \$10 per pay period is established. All contributions will be pro-rated for part time employees.

ARTICLE 26 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 27th day of November, 2018.

WITNESSES:



RAMSEY COUNTY


Chair, Ramsey County Board of Commissioners

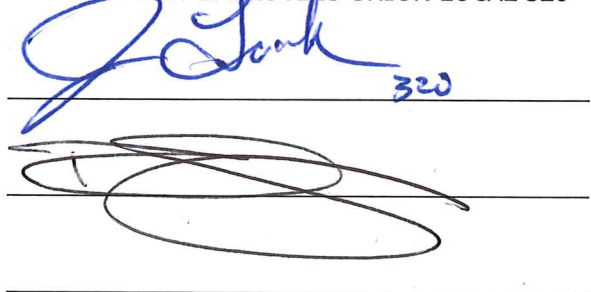

Ramsey County Manager

Approved as to form by:


Assistant County Attorney

Date: 11/13/18

MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION LOCAL 320


320

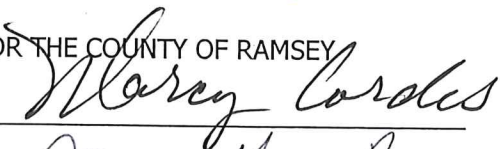
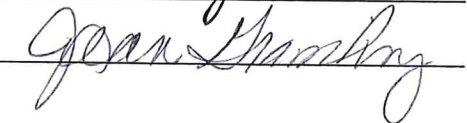
MEMORANDUM OF AGREEMENT
Post Employment Health Care Savings Plan (HCSP)

Ramsey County and Teamsters Local 320 (Correctional Officer 3) [CO 3's] agree to the following with regard to Teamsters Local 320 (Correctional Officer 3) member participation in the Minnesota State Retirement System (MSRS) Post Employment Health Care Savings Plan:

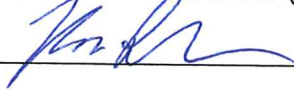
- Ramsey County, Teamsters Local 320 (CO3's) and MSRS will cooperate in determining if Teamsters Local 320 (CO3's) members may participate in a Post Employment Health Care Savings Plan under the MSRS. This determination will be subject to administrative and legal review by Ramsey County counsel, Teamsters Local 320 (CO3's) counsel, and any other reviews required by other governmental and non-governmental agencies; and
- If it is determined that the fund does not meet the acceptance of all the required reviewers (in paragraph one) Ramsey County will not establish and administer a payroll deduction for purposes of enrolling Teamsters Local 320 (CO3's) members in the HCSP under MSRS; but
- If it is determined that Teamsters Local 320 (CO3's) member participation in the HCSP meets the acceptance of all required reviewers (in paragraph one) Ramsey County will, at the request of Teamsters Local 320 (CO3's), establish and administer a payroll deduction for purposes of enrolling Teamsters Local 320 (CO3's) members in the HCSP under MSRS; and
- Teamsters Local 320 (CO3's) member contributions to the HCSP will be according to a schedule established by Teamsters Local 320 (CO3's) after consultation with representatives from MSRS; and
- Ramsey County shall deduct the authorized payroll amount from each members wages or severance pay, and forward this amount to MSRS for investment in the HCSP; and
- It is understood that 100% employee participation and payroll deduction authorization is required for any payroll or severance pay deductions to be made by Ramsey County; and
- It is understood that Ramsey County shall not provide any additional monetary contributions toward or above the employees authorized payroll or severance pay deduction for the HCSP; and
- It is understood that payroll or severance pay deductions, if authorized, shall be made according to a schedule established by the Ramsey County Budgeting and Accounting Department; and,
- It is understood that enrollment of Teamsters Local 320 (CO3's) members in the MSRS HCSP as outlined in this Memorandum of Agreement shall be at a time that is practical and mutually agreed to by Ramsey County and Teamsters Local 320 (CO3's).

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 17th day of February, 2009.

FOR THE COUNTY OF RAMSEY

FOR TEAMSTERS LOCAL 320 (CO3's)



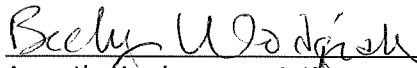
MEMORANDUM of AGREEMENT

Ramsey County
And
Teamsters, Local 320 (Correctional Officer 3)

Ramsey County (County) and Teamsters, Local 320 (Correctional Officer 3) 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


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 Officer 3)

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 Officer 3) agree to the following, effective January 1, 2015 through 2017:

1. Modify 21.5 of the labor agreement to change the full time County contribution standard for insurance for regularly scheduled part-time employees from 64-80 hours per pay period to 60-80 hours per pay period.
2. Modify 21.5 of the labor agreement to change the standard hours worked threshold to receive 2/3 of the County contribution for regularly scheduled part-time employees from at least 50% but less than 80% of full-time, to at least 50% but less than 75% of full-time.
3. As established by the County Board (Resolution 2014-262) there is an Initial Measurement period of 12 months (new hires), and Standard Measurement Period of 12 months (current employees) for Intermittent employees to determine if they meet the ACA full-time standard of at least 30 hours per week; an Administrative Period of not more than 60 days to assess hours worked during the measurement period and enroll those who qualify as full-time and choose to elect coverage; and a Stability Period with 12 months medical insurance for those who elect coverage, provided they remain employed with the County. The County will offer single/family medical insurance to Intermittent employees who meet the ACA full-time standard of at least 30 hours per week as provided in this agreement, with the same County contribution provided to Regular Permanent employees.

For the Employer


An authorized representative

12/22/14
Date

For the Bargaining Unit


An authorized representative

17 Dec 2014
Date

#320 (Correctional Officer 3)

**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 3's) ("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.

Corrections Officer 3

There shall be ten bid sergeant positions assigned to the line. Any additional positions shall be assigned at the discretion of the administration. The union and employee will be notified prior to any moves resulting from the exercise of such discretion.

Prior MOA

The terms of all prior MOA regarding the impact of 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 time period of 1/1/18 to 12/31/18 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 27th day of November, 2018.


For Ramsey County:



Sandi Blaaser, Labor Relations Manager




Jack Serier, Sheriff

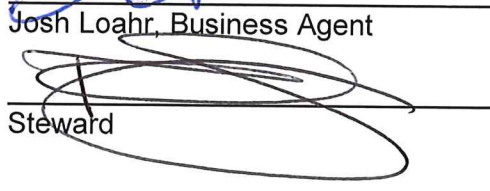


Steve Frazer, Chief Deputy

For Teamsters Local 320:



Josh Loahr, Business Agent



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 3's) ("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 14.5 of the collective bargaining agreement.

Corrections Officer 3

There shall be ten bid sergeant positions assigned to the line. Any additional positions shall be assigned at the discretion of the administration. The union and employee will be notified prior to any moves resulting from the exercise of such discretion.

Prior MOA

The terms of all prior MOA regarding the impact of 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 2019-2020 of the collective bargaining agreement. The parties agree to incorporate the holiday pay provisions of the 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 27th day of November, 2018.

For Ramsey County:


Sandi Blaeser, Labor Relations Manager


Jack Serier, Sheriff


Steve Frazer, Chief Deputy

For Teamsters Local 320:


Josh Loahr, Business Agent


Steward