

AGREEMENT

between

RAMSEY COUNTY

and

LOCAL 8

COUNCIL 5 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

ARTICLE 1 PREAMBLE

- 1.1 This Agreement entered into by Ramsey County, hereinafter referred to as the Employer, and Local #8, affiliated with Council 5 and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.
- 1.2 All Personnel policies provided by this contract, unless otherwise stated, shall be applied uniformly across the entire bargaining unit.

**Local 8 (General County)
Contract Index
2009-2010-2011 Contract**

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ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative of the following job classifications in the Ramsey County General recognized bargaining unit:

Account Clerk 1 & 2	Janitor Supervisor
Administrative Assistant 1, 2, 3 & 4	Laboratory Technician
Administrative Planning Aide-WFS	Language Interpreter-Cambodian
Administrative Secretary 1 & 2	Language Interpreter-Hmong
Auto Driver	Language Interpreter-Spanish
Automated Information Systems Specialist-WFS	Language Interpreter-Vietnamese
Bookkeeping Clerk	Legal Secretary
Building Information Officer	Library Associate 1 & 2
Building Maintenance Mechanic 1 & 2	Library Page
Case Aide 1 & 2	Maintenance Worker
Cashier-Property Recs & Rev	Medical Assistant
Child Support Assistant	Microfilm Operator & Clerk
Clerical Specialist-Property Recs & Rev Clerk 1, 2, 3 & 4	Paralegal
Clerk-Typist 1, 2 & 3	Personnel Transactions Assistant
Collections Enforcement Agent	Property Description & Geographic Information Technician 1 & 2
Community Corrections Aide 1 & 2	Radio Communications Technician
Community Service Officer	Radiologic Technician
Community Service Officer-SE Asian	Real Estate Appraiser 1, 2 & 3
Community Service Officer-Somali	Real Estate Appraiser 1, 2 & 3 (Appeals)
Community Services Officer-Spanish	Second Assistant Veterans Service Officer
Cook-Juvenile Institutions	Secretary 1 & 2
Dental Assistant	Senior Legal Secretary
Dental Hygienist	Senior Microfilm Operator & Clerk
Duplicating Equipment Operator	Service Worker
Duplicating Equipment Operator-Layout & Design	Sexual Offense Services Program Assistant
Duplicating Equipment Operator-Trainee	Storekeeper
Elections & Voter Registration Clerk	Storekeeper-Central Services
Elections & Voter Registration Specialist	Supervisor-Appraisal Service Section
Employment Guidance Counselor Aide 1 & 2	Support Enforcement Agent 1, 2 & 3
Forensic Technician	Support Enforcement Agent 1 & 2-Hmong Speaking
General Repair Worker (excluding those in existing bargaining units)	Support Enforcement Agent 1 & 2-Somali Speaking
Health Education Program Assistant	Support Enforcement Agent 1 & 2-Spanish Speaking
Health Education Program Assistant-Hmong	Tax Clerk 1 & 2
Health Education Program Assistant-KaRen	Tax Forfeited Land Clerk
Health Education Program Assistant-Somali	Tax Settlement Clerk
Health Education Program Assistant-Spanish	Torrens Examiner
Housekeeper-Juvenile Institutions	Victim Witness Advocate
HR Benefits/Claims/Transactions Specialist 1 & 2	Welfare Fraud Investigator 1 & 2
HR Exams Specialist	WIC Nutrition Educator
Identification Technician	WIC Nutrition Educator-Hmong
Info Services Customer Service Specialist 1 & 2	WIC Nutrition Educator-KaRen
Investigator-County Attorney	WIC Nutrition Educator-Somali
Investigator 1 & 2 (Medical Examiner's Office)	WIC Nutrition Educator-Spanish
Janitor/Building Guard	WIC Nutrition Educator-Trainee-Hmong
	WIC Nutrition Educator-Trainee-KaRen
	WIC Nutrition Educator-Trainee-Somali
	WIC Nutrition Educator-Trainee-Spanish

ARTICLE 2 RECOGNITION (Continued)

2.2 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.

ARTICLE 3 UNION SECURITY

- 3.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the representative by the first of the succeeding month, after such deductions are made.
- 3.2 Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union. Upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. This provision shall remain operative only so long as specifically provided by Minnesota Law, and is otherwise legal.
- 3.3 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.
- 3.4 The Employer shall furnish the Union each month a list of new employees hired in positions in the Bargaining Unit.
- 3.5 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Political Action Committee.

ARTICLE 4 NO STRIKE

- 4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support 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. In the event of a violation of this Article, the County will 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 their full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.
- 4.2 No lockout shall be instituted by the Employer and/or its appointing authorities during the term of this contract.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct all the affairs of the department, including, but not limited to, directing the work force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the Employer in emergencies.

ARTICLE 6 HOURS OF WORK

- 6.1 This Article is intended only to define the normal hours of work 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.
- 6.2 Except as modified by this Agreement, work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 6.3 The normal work schedule for employees working the five (5) day week shall be five (5) eight (8) hour days, Monday through Friday, and two (2) days off duty. The normal hours of work shall be 8:00 a.m. to 4:30 p.m. with a forty-five (45) minute meal break. The regular hours of work each day shall be consecutive. Permanent changes in an employees regular work schedule will require two weeks advance notice by the Employer. All employee work schedules shall provide for a fifteen (15) minute rest period in the first and second half of an eight-hour (8) shift. The rest period shall be scheduled as necessary for the operation of the Department. Employees in institutions currently working a forty (40) hour work week shall continue this schedule.
- 6.4 Employees working a four (4) day work week shall earn and utilize benefits pro rated against the normal work schedule for their department.
- 6.5 The Employer may provide flex-time and job sharing options for those employees who request it.

ARTICLE 7 PART-TIME EMPLOYEES

- 7.1 Part-time employees with provisional, probationary or permanent status shall be eligible to earn all employee benefits on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each pay period and are assigned a regular work schedule, as opposed to being subject to call or to work when available.
- 7.2 Part-time employees with provisional, probationary or permanent status shall be eligible for the County pro rata insurance program if such employees work not less than forty (40) hours per pay period. These employees shall be eligible for the County contribution towards insurance benefits on a pro rata basis based on average paid hours per pay period, with determination made each following six month period. 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. 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.
- 7.3 An intermittent employee is defined as a person with permanent or probationary status not working a regular work schedule (e.g. on call).

ARTICLE 8 HOLIDAYS

8.1 Employees for whom a holiday is a scheduled day of work shall be paid at their regular rate of pay for work performed on the holiday and be granted an alternate day off. Provisional, probationary and permanent employees are eligible for holidays as described in this Article, except as described in Article 8.3.

Employees who are required to work at least five (5) hours of an eight (8) hour shift on Christmas Day, December 25, or New Year's Day, January 1, shall be credited with sixteen (16) additional hours which shall be compensated by pay or compensatory time off at the discretion of the department head.

No other overtime or differential pay shall be earned when this provision is in effect. Holidays are defined as:

New Year's Day	January 1st
Martin Luther King's Birthday	The third Monday in January
Presidents' Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4th
Labor Day	The first Monday in September
Veterans' Day	November 11th
Thanksgiving Day	The fourth Thursday in November
Thanksgiving Friday	Friday after Thanksgiving
Christmas Day	December 25th
Floating Holidays	Two days each year

Employees shall be eligible for holiday pay provided they are on paid status on the day before and the day after the holiday.

8.2 When New Year's Day, Independence Day, Christmas Day or Veterans' Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Christmas Day or Veterans' Day falls on Saturday, the preceding day shall be a holiday.

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

- 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 for employees currently 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 would be .61536 per pay period.

ARTICLE 8 HOLIDAYS (Continued)

- 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.
 - 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.
- 8.4 Employees who work the shift six (6) days on duty and three (3) days off or the four (4) days on duty and two (2) days off shall not be granted holidays. Employees on these shifts who work on Christmas Day or New Year's Day will be credited with sixteen (16) hours.
- 8.5 On those occasions when holidays fall during the workweek Monday through Friday, employees working the four (4) day week, ten (10) hour day schedule will for that week, work an eight (8) hour per day schedule and receive the holiday as scheduled for that week in the same manner as employees working the regular schedule of hours and days per week, unless otherwise provided by department work schedules.

ARTICLE 9 SICK LEAVE

- 9.1 Each full-time provisional, probationary and permanent employee shall earn sick leave at the rate of 4.6154 hours for each pay period. Sick leave accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per period for no more than two (2) consecutive pay periods.
- 9.2 Permanent employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 9.3 Sick leave may be authorized for the following reasons with the limitations as specified:
- (1) For illness or injury, dental or medical treatment for the employee or their minor child. "Child" is as defined in Minnesota Statutes 181.9413. [As of 1/1/2000, an individual under age 18 or an individual under age 20 who is still attending secondary school.] Sick leave usage by the employee shall be subject to approval and verification by the department head, who may require the employee to furnish a report, (a) for an absence of forty (40) hours or more or (b) for three (3) absences of not less than eight (8) hours each in a three (3) month period; from a recognized medical authority attesting to the necessity of the leave, ability to return to duty or other information deemed necessary.
 - (2) Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness or serious injury of the employee's spouse, children, employee's parents, or a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.
 - (3) 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.
 - (4) 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 and until such time as the employee is certified able to return to work by her attending physician.
 - (5) In the event a pregnant employee elects to resign her employment because of pregnancy, such employee will be paid for accumulated sick leave up to but not exceeding one-hundred-twenty (120) hours.

ARTICLE 9 SICK LEAVE (Continued)

(6) 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, grandchildren, grandparents, 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.

9.4 To be eligible for sick leave payment, the employee will notify the Employer or designee as soon as possible.

9.5 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1-March 31; April 1-June 30; July 1-September 30; October 1-December 31.

Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee, on a pro-rated basis, based on hours worked for the three (3) month period. The three (3) month periods shall be the same as identified in the preceding paragraph.

9.6 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, will retain promotion rights and will earn vacation schedule seniority for leave under this paragraph. 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 authority when requested by the department head or designee, or the Human Resources Department.

9.7 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 forty (40) 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.

(1) An employee with a paid sick leave bank of forty (40) 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.

(2) If the employee elects to retain a sick leave bank, the employee may not use any time from that bank until the employee returns from unpaid medical leave.

ARTICLE 9 SICK LEAVE (Continued)

- (3) If the employee does not return from unpaid medical leave, the time retained in the employee's sick leave bank will be lost to the employee, such that the employee will receive no compensation for the retained sick leave.

In any other circumstances except those described above, employees will continue to be required to use all paid sick leave prior to going on an unpaid medical leave of absence, in accordance with 9.6.

- 9.8 An employee who is granted a leave of absence without pay for illness or disability shall be accorded an unqualified right to be reinstated to:
 - (1) Their former position in their department if the absence is for sixty (60) calendar days or less, or
 - (2) a position in their department in the classification held at the time the leave started, if the absence is longer than sixty (60) calendar days, except in either case when all positions in such class have been abolished.
- 9.9 If all positions in the classification in the department have been filled, in order to accommodate a person who returns to work after illness, the employee with the least amount of seniority in the department in the classification shall vacate their position subject to any eligibility for transfer or reduction that they may have acquired under this Agreement.
- 9.10 Employees on sick leave with or without pay may not engage in other employment without the written approval of the Employer.
- 9.11 An employee must present a statement from their physician attesting to their fitness to return to work at the request of the Employer.
- 9.12 Should illness occur while an employee is on vacation the period of illness may be charged to sick leave and the charge to vacation reduced accordingly. An employee requesting such a change may be required to submit a written statement from a physician attesting to the illness and the period of disability.
- 9.13 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, on or after January 1, 2000, shall upon approval by Human Resources, 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 they have accumulated. This additional sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and eighty percent (80%) of the employees' normal daily wage.

If their recovery is not complete by the end of the period described in paragraph (1) of Article 9.13, employees shall use their own accumulated sick leave to make up the difference between any

ARTICLE 9 SICK LEAVE (Continued)

Workers' Compensation payment made and eighty percent (80%) of the 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 section.

In no event shall this section be construed or operate to permit an employee to receive a combined wage and Workers' Compensation payment exceeding 80% of the employee's normal daily wage.

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

9.14 Sick leave may be used in quarter-hour (1/4) increments.

ARTICLE 10 VACATION

- 10.1 Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater departmental seniority shall be given their choice of vacation period. Choice shall be by unit. Seniority shall prevail prior to May 1 of each year for the following six (6) months and prior to November 1 for the following six (6) months. All requests must be submitted by April 1 for vacations effective May 1 and October 1 for vacations effective November 1.
- 10.2 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation used shall be reduced one (1) work day.
- 10.3 Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking their vacation, shall be compensated in cash for the unused vacation they have accumulated at the time of separation.
- 10.4 Employees with an accumulation of sick leave credits in excess of one hundred and eighty (180) days (1,440 hours), may convert excess days to vacation at the rate of two (2) days' sick leave to one (1) day vacation but not to exceed five (5) days in any calendar year.
- 10.5 Each provisional, probationary and permanent employee 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>Yearly Accrual in hours</u>	<u>Maximum Accrual</u>
Less than 4 years	3.6923	96	192
At least 4 years, but less than 9 years	4.6154	120	240
At least 9 years, but less than 15 years	5.2308	136	272
At least 15 years, but less than 23 years	6.4615	168	336
23 years or more	7.6923	200	400

- 10.6 Vacation may be accumulated to a maximum of twice the annual vacation earning rate of the employee.
- 10.7 Effective 1/1/04, 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.
- 10.8 Vacation may be used in units of one quarter (1/4) hour.
- 10.9 Employees who have successfully completed their initial probationary period may be advanced up to forty-hours (40) of vacation before it is accrued, subject to the following requirements:

ARTICLE 10 VACATION (Continued)

- a) Requests for vacation advancement are subject to the same approval provisions as other vacation requests;
- b) advanced vacation may not be placed in the employees accrued vacation balance;
- c) advanced vacation hours must be immediately repaid from future vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If there are not sufficient funds, the employee will be required to repay the County the value of those hours.
- d) all advanced vacation must be repaid to the County before any future vacation advancement requests will be considered.
- e) An employee may not have more than 40 vacation hours advanced to him/her at any time.
- f) Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Articles 10.6 and 10.7 continue to apply.
- g) An employee may not donate advanced vacation hours to another employee. An employee may not be required to request that vacation hours be advanced to them, before being eligible to receive donated hours.

10.10 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 11 SEPARATION PAY

- 11.1 Upon separation, eligible employees may choose either Option A or Option B.
- 11.2 Option A - Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee, their designated beneficiary, or their estate shall be paid one half (1/2) of all unused accumulated sick leave days provided:
- (1) That at the time of separation, the employee has at least four hundred and eighty (480) hours of accumulated sick leave to their credit.
 - (2) That at the time of separation from the County service, the employee must have been employed by the County in the classified service for at least ten (10) years prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, layoff, whose position has been abolished, or who was required to retire from service under provisions of a compulsory retirement law.
 - (3) An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay.
 - (4) That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
 - (5) That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.
 - (6) Effective January 1, 2008, the maximum allowance shall not exceed \$13,000 for any one employee.
- 11.3 Option B - Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee with at least twenty (20) years (41,600 hours) of service, their designated beneficiary, or their estate shall be paid according to the schedule below, to a maximum of \$7,000 effective January 1, 2008. An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay (no exceptions to 20 year requirement).
- Effective January 1, 2008:
- \$210 per year for the first 1-10 years of service
 - \$280 per year for years 11-20
 - \$350 per year for years over 20
- 11.4 That no classified employee who is on a leave of absence to accept a position in the exempt service of the County shall be eligible for separation pay until their employment is finally terminated.
- 11.5 Separation payment may be deferred to January of the next calendar year if requested in writing by the employee.

ARTICLE 12 LEAVES OF ABSENCE

- 12.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after thirty (30) days' service with the Employer.
- 12.2 Application for Leave. 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. Authorization for a leave of absence shall be furnished to the employee by the Employer or designee, and it shall be in writing.
- 12.3 A request for a leave shall be answered with ten (10) work days.
- 12.4 In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position in their department if the leave is for sixty (60) days or less and to their classification in their department if the leave is in excess of sixty (60) days.
- 12.5 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.
- 12.6 Personal Leave. 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.
- 12.7 Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union be granted a leave of absence without pay.
- 12.8 Maternity. Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.
- 12.9 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.
- 12.10 Educational leaves of absence may be granted for a maximum of two (2) years.
- 12.11 Employees placed on leave with pay pending an investigation as provided under Rule 26.5 of the Ramsey County Personnel Rules, shall be instructed by the employer regarding the employer's requirements for the employee's availability, and the employee will provide the employer with a means of contacting the employee by phone, pager, or other technology that provides same day telephone access within two business hours and in person access within one business day during the investigation.

ARTICLE 12 LEAVES OF ABSENCE (Continued)

12.12 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.

12.13 Employees meeting the eligibility requirements of the Family & Medical Leave Act (FMLA) may take up to twelve (12) weeks of leave within any twelve (12) month period, for the following reasons, as provided in the FMLA:

1. Birth or adoption of the employee's child.
2. To care for the employee's spouse, child or parent who has a serious medical condition.
3. A serious medical condition rendering the employee unable to perform their job.

The twelve weeks may be taken on an intermittent or reduced basis with appropriate medical evidence. If the reason for the intermittent or reduced work basis is the birth or adoption of a child, the approval of the employee's department is also required.

This leave shall be unpaid except as provided for, and under the limitations described, in Article 9 (Sick Leave), Article 10 (Vacation) or the compensatory time provisions of this Agreement.

"Child" under this section shall be defined as "son or daughter" as defined in the Family & 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.

12.14 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 12.13 will count against time allowed under Article 12.14.

ARTICLE 13 WAGES

- 13.1 Wage Schedule - 2009, 2010 and 2011. Employees shall be compensated in accordance with the wage schedules attached to this agreement and marked Appendix A. When any classification not listed on the wage schedule is established which involves functions substantially similar in their nature, character and scope to those performed in whole or in part by an existing classification which is a part of the bargaining unit as listed in Article 2.1 of this Agreement, the Employer shall designate the rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure. The general salary increase will be 3% effective 1/1/09, 2% effective 1/1/10, and 1.99% effective 3/1/11. All general salary increases will be effective the first full pay period following the effective date.
- 13.2 Comparable Worth. If the County is found to be out of compliance with the Minnesota Pay Equity Act, the County agrees to reopen the collective bargaining agreement for the purpose of negotiating pay equity adjustments.
- 13.3 Any full-time employee or part-time employee receiving pro rata benefits, 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 (6.5%) percent of the first step in the salary range established for the classification.
- 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.
- 13.4 Saturday-Sunday Differential. All full-time employees, or part-time employees receiving pro rata benefits, required to work on Saturday as part of their regular schedule shall be compensated at the rate of fifty-five cents (\$.55) per hour for each hour worked. All full-time employees or part-time employees receiving pro rata benefits required to work on Sunday as part of their regular schedule shall be compensated at the rate of sixty cents (\$.60) per hour for each hour worked. Effective 1/1/11 these differentials will increase to sixty cents (\$.60) per hour for Saturday and sixty-five cents (\$.65) per hour for Sunday. Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five (5) hours of the period worked fall on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement.

ARTICLE 13 WAGES (Continued)

- 13.5 Call-Back Time. Any employee directed by an authorized person to return to work after their regularly scheduled shift shall be paid for a minimum of four (4) hours. All call-back time will be at the direction of the authorizing person. All call-back time must be authorized by supervisor regardless of where the work occurs.
- 13.6 Employees required by the employer to be available to answer a page or a call and perform work if necessary, during certain specified hours outside their work shift, are on-call. Employees required to be on-call shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour for the time spent on call. Effective 3/1/04, employees required to be on-call shall be compensated at the rate of two dollars (\$2.00) per hour for time spent on call.
- 13.7 Employees assigned temporarily to a position in a higher classification for a period exceeding five (5) consecutive work days shall be paid for the entire period at the rate appropriate to the assignment. Employees who are assigned to a position in a higher class on a recurring schedule, e.g., two (2) days per week, shall earn this higher rate after a minimum of five (5) days worked at the higher class. The rate of pay will be set in the same manner followed for regular promotions.
- 13.8 Weather Days. Under extreme weather conditions, if the County Manager or designee closes a facility or department and employees are told by radio not to report for work, such days shall be with pay. These additional days with pay shall be granted to employees scheduled to work and those that would have normally reported for work. Payment for such days shall be limited to two days per calendar year.
- 13.9 Changes in salary shall be effective on the date of eligibility.
- 13.10 Promotion in the Career Development classes, after having met the minimum qualifications of the higher class, will be based on satisfactory performance as determined by the department.
- 13.11 When a position is reclassified, the incumbent shall be promoted to the new classification provided he/she has not less than six (6) months employment in the position and meets the minimum qualifications required. The employee shall serve the appropriate probationary period for a promotion.
- 13.12 Mileage and Parking - Employees will be reimbursed for work related mileage and parking as follows:
- (1) Mileage Rates - The mileage rate shall be the maximum allowed by the Internal Revenue Service. If the IRS rate should change during the term of the contract, the contract rate shall change also on the date specified by the IRS.
 - (2) Parking Plan - County employees will be designated by management as either "frequent" or "infrequent" drivers for parking reimbursement. Management designation as a "frequent" driver must be in writing.

"Frequent" Drivers - Employees designated by management as "frequent" drivers (those who are required to have their car available for County business at least 10 days per month) will receive the following reimbursement:

ARTICLE 13 WAGES (Continued)

Work-Site Parking - Employees will either be provided with free parking by the employer or be reimbursed up to \$88 per month for the actual cost of parking at their regular work site if they provide a receipt or other appropriate documentation designated by the employer.

Other Parking - All necessary out-of-pocket parking expenses incurred while conducting County business away from the regular work site will be reimbursed in full with a receipt or other appropriate documentation up to a maximum of \$65 per month.

"Infrequent" Drivers - Employees designated by management as "infrequent" drivers (those who are required to have their car available for County business less than 10 days per month) will receive the following reimbursement:

Work Site Parking - Employees will be reimbursed all necessary daily parking expenses (documented by a receipt or other appropriate documentation) incurred at their regular work site when having their car available for County business. Reimbursement for work site parking shall not exceed \$88 per month.

Other Parking - All necessary out-of-pocket parking expenses incurred while conducting County business away from the regular work site will be reimbursed in full with a receipt or other appropriate documentation up to a maximum of \$65 per month.

- 13.13 The Employer will provide a matching contribution to deferred compensation of \$15.00 per month per contributing employee. Effective July 1, 2009, the matching contribution will increase to \$20.00 per month, per contributing employee.

ARTICLE 14 OVERTIME

- 14.1 Time and one-half shall be earned under any of the following conditions:
- (1) All work performed in excess of the work day.
 - (2) All work performed in excess of forty (40) hours in any work week except for those employees at Lake Owasso Residence and the correctional institutions. For these employees all work in excess of eighty (80) hours in a bi-weekly pay period.
 - (3) All work performed by full-time employees on a scheduled day off.
- 14.2 Distribution. Overtime work shall be distributed as equally as possible to qualified employees in their department working within the same job classification.
- 14.3 Overtime work shall be voluntary, except in emergencies or should the required employees not be available on a voluntary basis. There shall be no discrimination against any employee who declines to voluntarily work overtime. Emergency is defined as: 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. An employee calling in sick in accordance with established guidelines for calling in sick does not in itself constitute an emergency.
- 14.4 Time earned under this Article shall be compensated by pay or compensatory time off at the discretion of the department head. This discretion will be exercised at the time the overtime is granted. Employees may carry sixty (60) hours compensatory time into the following year, unless the department chooses to pay. Any hours of compensatory time in excess of sixty (60) hours will be liquidated at the end of the calendar year in pay or time off at the department's discretion.
- 14.5 Overtime will be calculated to nearest fifteen (15) minutes.

ARTICLE 15 GRIEVANCE PROCEDURE

- 15.1 Definition of 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. An employee has the right to proceed under non-union remedies in the County Personnel Law and Rules and may have Union representation. An employee may not employ both the grievance procedures under this Article and non-union remedies for the same grievance.
- 15.2 Organization Representatives - The County will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article.
- 15.3 Processing of Grievance - It is recognized and accepted by the Union and the County 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 employees duties and responsibilities. The aggrieved employee's representative, if an employee, shall be allowed a reasonable amount of time without loss in pay, to investigate a grievance, and present grievances to the County during normal working hours provided the employee and the employee representative have notified the designated supervisor.
- 15.4 Grievance Procedure - Grievances shall be processed in the following manner:
- Step 1. The union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within five (5) work days.
- Step 2. If the grievance is not settled in Step 1, it shall be referred in writing to the department head or designee within ten (10) working days after the designated supervisor's answer in Step 1. The department head or designee shall discuss the grievance within ten (10) work days with the employee and the Union representative at a time mutually agreeable to the parties. The department head or designee shall give written answer to the Union within (10) work days following their meeting.
- Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources or designee within ten (10) work days after the department head or designee's answer in Step 2. A meeting between the Director of Human Resources or designee, the department head or representative, the employee, and the Union shall be held ten (10) work days following the Union request for a Step 3 meeting at a time mutually agreeable to the parties. At this meeting all pertinent facts shall be presented by the Union and the Employer. The Director of Human Resources or designee shall give the Employer's written answer to the Union within ten (10) work days following this meeting.

ARTICLE 15 GRIEVANCE PROCEDURE (Continued)

Step 4. Arbitration - If the grievance is not settled in Step 3, and the Union wishes to refer the grievance to arbitration, the Union shall inform the employer of its intent to arbitrate within ten (10) working days after the Union's receipt of the employer's written answer in Step 3. The Union and the employer will then select an arbitrator either under the alternate striking provisions of Minnesota Statutes 179A.21, Subdivision 2, or by another method mutually agreeable to the Union and the employer.

- (a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the County and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- (b) 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 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 County 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.

15.5 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 or any agreed extension, the grievance should be considered settled on the basis of the Union's requested relief. The time limit in each step may be extended by mutual written agreement of the County and the employee Union in each step. The term "days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays.

15.6 Grievance Representative - Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.

15.7 Records - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

15.8 Discipline in the form of a written reprimand, withholding of salary increase, suspension or discharge shall be in writing. An employee receiving such discipline may submit the disciplinary action to the

ARTICLE 15 GRIEVANCE PROCEDURE (Continued)

grievance procedure beginning at Step 2, or appeal the disciplinary action through the non-bargaining grievance procedures provided under the Ramsey County Personnel Act and Personnel Rules. An employee may not use more than one of these procedures in appealing a disciplinary action. The Employer shall not administer discipline unless the employee has had an opportunity to have a representative of the Union present.

- 15.9 Discharge. The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to union representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during that period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory suspension, the requirement to be in pay status shall not apply.

ARTICLE 16 SENIORITY

- 16.1 Seniority means an employee's length of continuous service by classification and from their date of hire.
- 16.2 Classification Seniority. Classification seniority is defined as the length of continuous service in a specific job classification within any AFSCME bargaining unit to which the classification is common.
- When an employee returns to a previously held classification or exercises bumping rights under Article 17.2, classification seniority in that class shall include seniority in all non-supervisory equal or higher classifications in which the employee has served.
- 16.3 Departmental preference shall be recognized for promotions.
- 16.4 In the event there is a tie in classification seniority it shall be broken in the following manner:
- (1) Continuous time within the bargaining unit.
 - (2) Continuous time within the County.
 - (3) Position on certification list.
- 16.5 On March 1st the Employer shall establish departmental and bargaining unit seniority lists showing the continuous service of each employee by classification. There shall be a separate list for intermittent employees. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced. A copy of the seniority lists shall be furnished to the Union when it is posted.
- 16.6 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- 16.7 An employee promoted or transferred to a new, equal or higher classification shall have the option of returning to their former classification if such employee fails probation whether their promotion is within the bargaining unit or to another position of employment provided by the Employer. In addition, during the probationary period an employee may return to their former classification upon request with the approval of the departments affected.

ARTICLE 17 WORK FORCE

17.1 Any vacancy or newly created position in a department will be posted in a conspicuous place in the department where the employees within the bargaining unit work. Such notice shall be posted for at least five (5) work days prior to the filling of such vacancy or newly created position.

Employees with the same classification excluding intermittent employees, may bid on such vacancy or newly created position by submitting written application prior to the expiration date of the posting.

The department, in the selection of employees for such vacancy or newly created position, shall consider classification seniority and the employee's ability and capacity to perform the job.

17.2 a) In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority within the classification, provided all temporary and provisional, and intermittent employees, in that classification, in that order, are released first. No permanent position shall be eliminated until all emergency, temporary and provisional employees in the same classification are released. All career development ladders shall be treated as one classification for the purpose of the application of this Article.

When an employee is subject to layoff, the employee shall be assigned to an open position in that classification in the department employed. If no open position exists in the department, the junior employee in the classification in the affected department shall be subject to the following:

- (1) The junior employee shall be assigned to an open position in the classification in another department within the bargaining unit. If no open position exists in the classification, then;
- (2) The employee shall be assigned to the position occupied by the junior bargaining unit employee in the classification, and the junior employee in the classification shall be laid off. When there are vacant positions to be filled, employees displaced shall choose an assignment to the vacated positions based on classification seniority. Displaced employees, by class seniority, shall make a decision as to available positions within twenty-four (24) hours of notification or forfeit their right to such seniority consideration.
- (3) Employees shall be permitted to exercise their seniority rights to any classification previously held before being subject to layoff.
- (4) If a permanent employee in an AFSCME bargaining unit is laid off, the employee would have rights to a vacant position within the same classification within other AFSCME bargaining units, subject to completion of probationary period.
- (5) No employee's regular hours of work will be reduced as the result of using "free labor". "Free labor" is defined as volunteers, community service people, restitution workers, etc.
- (6) Employees shall be recalled from lay off according to their seniority. No new employees shall be hired in the classification until all employees on layoff status desiring to return to work have been recalled.

ARTICLE 17 WORK FORCE (Continued)

(b) Employees no longer working for the County will remain eligible for reinstatement from layoff status for a minimum of two years from the date of their layoff. After this initial two-year period, eligibility for reinstatement from layoff shall be extended each year that the employee notifies Human Resources of their continuing interest in reinstatement up to a maximum of ten years. Such notification of continuing interest shall be in writing to the Director of Human Resources and shall be made within 60 days following the anniversary date of the employee's layoff and include a current address and phone number of the employee on layoff. If no notice is received the employee's name will be removed from the recall list and the employee will no longer be eligible for reinstatement. After ten years the laid-off employee's eligibility for reinstatement shall expire.

It is the responsibility of the employee on lay-off to keep a current address and phone number on file in Human Resources any time such contact information changes. Inability to contact the employee caused by the employee's failure to update their address or phone number will result in the employee losing their eligibility for reinstatement.

- 17.3 An employee appointed to a position in another Ramsey County AFSCME bargaining unit or other non-supervisory Ramsey County bargaining unit, shall maintain their AFSCME bargaining unit seniority in all job classifications in which the employee has been employed. The employee may return to the bargaining unit and may exercise their AFSCME bargaining unit seniority in any previously held class if subsequently laid off from a position in another Ramsey County AFSCME bargaining unit or other non-supervisory Ramsey County bargaining unit.
- 17.4 If an employee is notified in writing by the employer that they will be laid off, is on layoff or is in a lower class because they exercised their bumping rights under this Article, that employee shall be placed at the employee's request, on a re-employment register for any class for which the employee meets the minimum qualifications. When a requisition is received by the Human Resources Department for a class where the re-employment register contains the names of employees identified by this Article, those employees shall be included with the certification from the eligible register. If a requisition is received by the Human Resources Department for a job class for which there is no current register, employees on a re-employment register for the class under the terms of this Article will be referred to the appointing officer for consideration. Employees covered by this section will also be eligible for placement through the County's Job Mobility Program for any job class for which the employee meets the minimum qualifications. Eligibility for this benefit shall expire after an employee has been on layoff for two years or when the employee passes probation for a position obtained under this Article.

ARTICLE 17 WORK FORCE (Continued)

- 17.5 If the County, or a County department, determines that employees in a specific job classification within a bargaining unit will be laid off, the employer may allow employees in that classification and bargaining unit to volunteer to be laid off, such that less senior employees would be retained. Employees responding to the employer's request for volunteers will be considered in order of their classification seniority within their department. Employees who accept a voluntary layoff will be recalled in order of their classification seniority among those on layoff status. Employees on voluntary layoff may waive reinstatement unless they are the least senior employee in the classification on layoff status.
- 17.6 New employees shall be subject to all provisions of this contract limited only by the following:
- (1) New employees shall be subject to the following probationary period. Full-time employees shall have a six (6) month probationary period. Part-time and intermittent employees shall have a probationary period of 1,040 hours or one (1) year, whichever comes first.
 - (2) New employees may be assigned duties on such basis as deemed necessary for them to be properly trained for the work they are hired to perform.
 - (3) Employees that receive a career development promotion shall have a probationary period of three (3) months.
 - (4) For the job title of Support Enforcement Agent 1 the probationary period for new, full-time employees shall be six (6) months with an additional six (6) months at the request of the employer, as agreed upon by the employee and Union representative from within the Child Support Office.
- 17.7 Employees appointed outside the bargaining unit shall maintain their seniority in the unit through the end of their probationary period.

ARTICLE 18 INSURANCE

18.1 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:

2009 – Employees shall contribute \$21 for single coverage. For family coverage, the County shall pay 100% of the increase from 2008 to 2009.

2010 – Employees shall contribute \$26 for single coverage. For family coverage, the County shall pay 80% of the increase from 2009 to 2010 and the employee shall pay 20% of the increase.

2011 – Employees shall contribute \$31 for single coverage. For family coverage, the County shall pay 75% of the increase from 2010 to 2011 and the employee shall pay 25% of the increase.

Changes will be effective on January 1 of each year, except that for 2011 the employer will pay the entire premium increase for family medical coverage for January-February.

(2) Dental Insurance:

2009 – The employee will receive the full 5.6% premium decrease for single and family coverage.

2010 – The employee will pay the total increase in premium for single and family coverage.

2011 – 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%.

(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.

ARTICLE 18 INSURANCE (Continued)

18.2 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.** 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 dollars (\$500) 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. The County will contribute six hundred dollars (\$600) 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. The County will contribute seven hundred dollars (\$700) 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 in 2011 the County will contribute five hundred twenty dollars (\$520) 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. The County will contribute six hundred twenty four dollars (\$624) 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. The County will

ARTICLE 18 INSURANCE (Continued)

contribute seven hundred twenty eight dollars (\$728) 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.

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 dollars (\$500) 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. The County will contribute six hundred dollars (\$600) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's ten (10) year employment anniversary date. The County will contribute seven hundred dollars (\$700) 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 in 2011 the County will contribute five hundred twenty dollars (\$520) 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. The County will contribute six hundred twenty four dollars (\$624) 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. The County will contribute seven hundred twenty eight dollars (\$728) 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.

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.

ARTICLE 18 INSURANCE (Continued)

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):

2009 - 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 \$30.00 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 \$70.00 per month.

2010 - 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 \$35.00 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 \$80.00 per month.

2011 - 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 \$35.00 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 \$80.00 per month.

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

- 18.3 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.
- 18.4 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.
- 18.5 Labor/Management Committee on Insurance: This Committee shall have fifteen (15) members as follows: Three members from AFSCME Council 5; one each from other Ramsey County employee unions (Teamsters Local 320, Operating Engineers Local 49, Operating Engineers Local 70, Law

ARTICLE 18 INSURANCE (Continued)

Enforcement Labor Services, and Technical Employees Association); six members from County administration; and one member selected from among non-represented County employees (employee selected shall be submitted to Council 5, which shall have a right of refusal).

Each bargaining unit may select one (1) alternate, who, together with the business agents, may attend meetings and participate in discussions, but will not participate in determining consensus, unless designated by their union to replace an absent member. The County may also select up to six (6) alternates, who may attend meetings and participate in discussions, but will not participate in determining consensus, unless designated by the County to replace an absent member. Attendance at Committee meetings by Committee members and alternates will be without loss of pay.

The committee shall be advisory to the County Board on all insurance matters, and shall operate by consensus. All members of the Committee shall have access to all relevant statistics and information.

ARTICLE 19 POST TERMINATION HEALTH CARE SAVINGS PLAN

19.1 Ramsey County will administer a Post Termination Health Care Savings Plan (HCSP) for the bargaining unit. Bargaining unit members terminating employment with Ramsey County on or after April 1, 2008 will contribute one hundred percent (100%) of Separation Pay, as described in Article 11 of the Local 8 Agreement, to the HCSP. (See Article 18.2 for information on additional HCSP's.)

ARTICLE 20 GENERAL PROVISIONS

- 20.1 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, age, color, creed, handicap, national origin, parental or marital status, political belief, race, religious belief, 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.
- 20.2 Union Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards.
- 20.3 The Employer agrees to recognize twenty-eight (28) stewards and fourteen (14) alternates as certified by the Union subject to the following stipulations:
- (1) Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances.
 - (2) Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Employer's designee and provided the Union representative does not interfere with the work of employees.
- 20.4 Work Rules. The Employer departments shall have the right to establish reasonable work rules which shall be equitably and uniformly applied within their department. Prior to the effective date, any work rules shall be posted on all bulletin boards for a period of ten (10) consecutive work days. In addition, copies shall be furnished to the Union, and when effective, all existing work rules shall be furnished to all employees. New employees shall be furnished a copy of all work rules when hired. Any complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through discussion by the parties.
- 20.5 All in-service training shall be at the expense of the Employer.
- 20.6 (1) During the term of this Agreement, the Employer shall not contract out or subcontract any public work performed by employees covered by this Agreement which would result in a lay off.
- (2) In the event the Employer feels it is necessary to contract out or subcontract any public work performed by employees covered by this Agreement, the Employer will notify the Union no less than ninety (90) calendar days in advance. During the ninety (90) days the Employer will meet with the Union and discuss possible ways and means to minimize the elimination of positions.

ARTICLE 20 GENERAL PROVISIONS (Continued)

- (3) As the result of merger, transfer or reorganization of any department, no employee may be laid off or suffer any reduction in classification, pay or seniority except in the single instance where an employee refuses a job assignment consistent with their classification pay and seniority rights provided by this Agreement.
- 20.7 Any subject matter placed in the employee's personnel file shall be served upon the employee in writing. Such matters that could be detrimental to the employee shall be a proper subject for the grievance procedure. All materials in the employee's file shall be available for the employee's inspection.
- 20.8 Safety. A safety committee consisting of two (2) employees designated by the Union and two (2) County representatives will be formed to deal with the mutual safety concerns of the employees and the Employer. This committee will investigate employee complaints relating to safety and if the problem is confirmed, make recommendations to the department to resolve the potential risk. If the department has not responded to the committee recommendations within a time specified by the committee, they will submit the matter to the County Manager's Office. The County Manager's Office shall respond in writing to the committee within the time set by the committee. Danger to an employee's health or safety is recognized as a defense against discipline for refusal to start work or continue work, but not as it relates to duties which are part of the job. Employees who have safety concerns may process such concerns through the Safety Committee, but not through the grievance procedures of the collective bargaining agreement.
- 20.9 In the event new technology is introduced changing the skill requirement of any position covered by this Agreement, the Employer will provide training to assist the employee in the affected position to acquire the necessary proficiency in the utilization of the newly-introduced technology.
- 20.10 Education Allowance: 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 their department head. Factors upon which an employee's eligibility depends include the past work record of the employee, their 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. If the employee leaves the County service except in case of layoff, within one year after completion of a course taken under this rule, the employee must refund the amount spent by the County. Tuition payments shall be limited to one thousand dollars (\$1,000) annually for any one employee. Effective 1/1/11 this limit shall increase to one thousand

ARTICLE 20 GENERAL PROVISIONS (Continued)

three hundred dollars (\$1,300) annually for any one employee. Employees otherwise eligible for a refund shall not submit claims for tuition reimbursement when such tuition has been or shall be paid by a federal plan of "benefits for veterans and service personnel" or by other sources.

20.11. Drug testing for employees required to have a Commercial Drivers License.

- (1) The Employer agrees to advise the Union when an employee is to be tested, provided the employee consents to informing the Union, and subject to the limits of the Minnesota Data Practices Act.
- (2) The Employer will identify positions for which a Commercial Drivers' License is required.
- (3) An employee failing either an initial screening drug or alcohol test, or for the first time, failing a confirmatory drug or alcohol test, may be temporarily suspended with pay or transferred to a position that does not require a Commercial Drivers' License pending the outcome of the confirmatory test, and if requested, the confirmatory retest, provided the employer believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public, consistent with the provisions of Minnesota Statutes 181.953, Subdivision 10, and applicable Federal regulations.
- (4) The Employer will meet the alcohol testing standards of applicable Minnesota and U.S. statutes, and will inform the Union when an employee is being tested, provided the employee consents to informing the Union and subject to the limits of the Minnesota Data Practices Act.
- (5) Supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo testing will be trained in compliance with CFR 382.603. Determination of reasonable suspicion will be put in writing, including the basis for the suspicion. The Union will be notified of such determinations, provided the employee consents to informing the Union, and subject to the limits of the Minnesota Data Practices Act.

The County will provide a letter to the Union indicating that Commercial Drivers' License testing will only apply to job classifications meeting the Federal standards of 26,000 pound vehicles, etc. Thus, classifications such as Case Aide that require the transportation of clients in County or personal cars shall not be subject to this provision.

20.12 If an employee is required to wear a uniform by the employer, the employer will furnish said uniform, unless otherwise modified by this agreement.

ARTICLE 21 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 21.1 This Agreement shall represent the complete Agreement between the Union and the County.
- 21.2 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, 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.
- 21.3 Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 22 TERM OF AGREEMENT

This Agreement shall be effective as of the first day of January, 2009, and shall remain in full force and effect until the last day of December, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than July 1. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date. The termination date shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 20__.

WITNESSES:

RAMSEY COUNTY

Chair, Ramsey County Board of Commissioners

Ramsey County Manager

Approved as to form this _____ day of _____, 20__.

Assistant County Attorney

COUNCIL #5, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

By: _____

**MEMORANDUM OF AGREEMENT
WRITTEN REPRIMANDS**

Between Ramsey County, Minnesota and the American Federation of State, County & Municipal Employees (AFSCME) Council 5, representing AFSCME Locals 8 (General County), 151 (Community Human Services), 151 (Licensed Practical Nurses), 151 (Workforce Solutions), 707 (Lake Owasso Residence), 1076 (Ramsey County Care Center), 1935 (Parks & Recreation), and 2599 (Public Health Registered Nurses), (collectively "the Union").

This Memorandum of Agreement is in effect from January 1, 2009 to December 31, 2011. It is a trial for both parties to see how the concepts work in practice. It sunsets at the end of the agreement, but may be renewed if both parties agree.

- The Union and Management may agree to a time limit for retention of a specific written reprimand in the employee's personnel file.
- The request to limit retention must occur within ten (10) work days or be a result of settling a grievance.
- The written reprimand will be removed when the retention period has expired and the employee requests its removal in writing.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR AFSCME COUNCIL 5

**Letter of Understanding
Mobility for Career Development Series**

Ramsey County and AFSCME County 5 agree to the following, with respect to employee mobility for career development series:

If an employee obtains a position in a career development series job class with similar steps and salary ranges to the classification from which the employee is exiting, they will:

- Be placed at the level in the series that is consistent with their qualifications.
- Employees earning a salary at a higher rate than the career development level they are placed at shall be held at their current salary grade and step until such time that their qualifications, job class, and salary are consistent.
- When the employee meets minimum qualifications of the level of the title they are placed in, the hold on their salary grade and step shall be released and the employee may move through the salary steps at the normal progression.
- No promotional steps shall be given at the time the salary is unfrozen.
- The employees last merit date shall be set to the date that the employee meets the minimum qualifications of the level of the job they are in. (Credit of time accrual for determining future merit increases will start at the time the employee's salary grade and step is no longer being held.)
- Employees held at a salary step shall continue to receive all negotiated general wage adjustments.
- For the purpose of this agreement, "similar" means ranges that are within the percentage used as the mobility corridor.
- This agreement shall be effective January 1, 2009 – December 31, 2011.

IN WITNESS WHEREOF, The undersigned have caused this Letter of Understanding to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

**MEMORANDUM OF AGREEMENT
OVERTIME FOR 8 NINES & 1 EIGHT SCHEDULE**

This memorandum of agreement is written to clarify the overtime calculation for employees working an eight/nines and one/eight schedule.

For employees in AFSCME Local 8 working a Monday through Friday schedule including eight 9 hour days, one 8 hour day, and one day not worked, the 8 hour day in the first week will be the same day of the week as the day not worked in the second week. For purposes of calculating overtime, the following will apply:

- (1) The work week will begin and end halfway through the 8 hour day (after four hours worked), in the first week, and half way through the day not worked in the second week.
- (2) The "work day" referred to in Article 14.1 (1) will be 9 hours long on days when the employee is scheduled to work 9 hours, and 8 hours long on days when the employee is scheduled to work 8 hours.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

**MEMORANDUM OF AGREEMENT
WORK SCHEDULE FOR CURRENT MAINTENANCE STAFF
LOR/Local 8**

Keep present work schedule for length of the contract and/or while current maintenance staff are employees.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

