

LABOR AGREEMENT  
BETWEEN  
COUNTY OF RAMSEY  
and  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL #49 MAINTENANCE-MECHANICAL

**ARTICLE 1 PURPOSE**

- 1.1 It is the intent and purpose of the parties hereto that this Agreement shall promote and ensure that the practices and procedures of collective bargaining are conducted in a fair and orderly way, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner, and are consonant with the paramount interest of the County and its citizens;
- 1.2 It is the intention of this Agreement to set forth the entire Agreement of the parties covering employment conditions, where not otherwise mandated by statute, to maintain and increase individual productivity or quality of services, to prevent interruptions of work and interference with the efficient operations of the department and to provide an orderly and prompt method for handling and processing grievances.

**CONTRACT INDEX**  
**IUOE Local #49 - Maintenance-Mechanical Unit**  
**2009-2010-2011**

<b>ARTICLE</b>	<b>SUBJECT</b>	<b>PAGE NUMBER</b>
1	Purpose	1
2	Recognition	2
3	Union Security	3
4	Employer Authority	4
5	Grievance Procedure	5
6	Seniority	6
7	Work Schedules – Premium Pay	7
8	Overtime	8
9	Holidays	9
10	Vacations	10
11	Sick Leave	11
12	Severance Pay	12
13	Salary Rates	13
14	Education Allowance	14
15	Insurance	15
16	Part-Time Employees	16
17	Paid Leave Pending Investigation	17
18	Individual Rights	18
19	General Provisions	19
20	Complete Agreement & Waivers	20
21	Savings Clause	21
22	Term of Agreement	22

**ARTICLE 2 RECOGNITION**

2.1 The County recognizes the Union as the exclusive representative for the following job classifications in the recognized bargaining unit:

- Equipment Service Worker
- Heavy Equipment Mechanic
- Heavy Equipment Operator 1
- Heavy Equipment Operator 2
- Highway Maintenance Laborer
- Highway Maintenance Operator
- Highway Sign Worker 1
- Highway Sign Worker 2
- Labor Crew Leader
- Mechanical Stock Clerk 1
- Mechanical Stock Clerk 2

2.2 The County 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.

2.3 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, sexual or affectional preference, sex, status with regard to (public) economic assistance or social services. Sexual harassment shall be considered discrimination under this Article.

2.4 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.

2.5 Classification seniority within the Highway Maintenance Operator classification will be used for assignments to driving and equipment operating duties. Disputes arising out of the application of seniority for this purpose will be brought to the Labor Management Committee for review.

The Highway Maintenance Laborer classification will be retained as a trainee classification. Persons hired as Highway Maintenance Laborer or as an equipment service worker will be required to obtain their CDL permit within 30 days of their first day of employment and will be required to obtain their CDL license within their one year probationary period, or be terminated. Highway Maintenance Laborers who obtain their CDL license will be promoted to Highway Maintenance

**ARTICLE 2 RECOGNITION** (Continued)

Operator upon completion of probation. Highway Maintenance Laborers who obtain their CDL license before the end of their probationary period will be eligible for daily upgrade to Highway Maintenance Operator, until they are promoted to Highway Maintenance Operator upon completion of probation.

The provisions of Article 13.6 will continue to apply to employees hired before January 1, 2001, allowing employees who fail to secure or maintain the required license to be reduced to the next lowest classification, including Highway Maintenance Laborer, for which they qualify. Employees hired on or after January 1, 2001, will be allowed to reduce to Highway Maintenance Laborer only if they lose their license temporarily. Such reduction will be for a maximum of one year per occurrence.

Employees hired on or after January 1, 2001, will not be able to bump down to Highway Maintenance Laborer if they are laid off from a higher level classification at a later date.

### **ARTICLE 3 UNION SECURITY**

- 3.1 The County agrees to deduct from the wages of each Union member, upon written authorization of the employee, an amount equal to the regular dues of the Union, such deductions to be made on the first pay period of each month, and to transmit to the appropriate designated officer of the Union the total amount so deducted together with the list of the names of the employees from whose pay deductions were made. 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.
- 3.2 The Union may designate certain employees from the bargaining unit to act as a committee and shall, within ten (10) days of such designation, certify to the County in writing of its choice, and the designation of successors to former committee members.
- 3.3 The County agrees to recognize the committee certified by the Union as provided in this section subject to the following stipulations:
  - a) There shall be no more than five (5) members at any one time.
  - b) Committee members shall be compensated at the same rate of pay as to their daily work assignment for time spent performing their duties as representatives of the Union on the Committee.
  - c) Committee members 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 not more than two (2) committee members for the investigation and presentation of grievances.
- 3.4 Non-employee representatives of the Union shall be permitted to come on the premises of the County for the purpose of investigating and discussing grievances if they first obtain permission to do so from the County's designated representative and provided the Union representative does not interfere with the work of the employees.
- 3.5 The Employer shall provide a payroll deduction for employees to make a voluntary donation to the Local 49 Engineer's Political Fund.
- 3.6 Ramsey County shall defend, save harmless and indemnify each of its officers and employees, whether elective or appointive, against a tort claim or demand, whether groundless or otherwise, arising out of each alleged act or omission occurring in the performance of duty, except malfeasance in office or willful or wanton neglect of duty.

#### **ARTICLE 4 EMPLOYER AUTHORITY**

- 4.1 It is recognized by both parties that it is the prerogative of the Employer to operate and manage the affairs of the County in all respects in accordance with applicable, existing, and future laws and regulations of appropriate authority and that the prerogatives and authority which the Employer has not officially and specifically abridged, delegated, or modified by this Agreement are retained by the Employer.
- 4.2 Nothing in this Article shall be construed as preventing the official employee representative from meeting with the Employer and his/her agents for the purpose of discussing mutual concerns of the Employer and employees relating to the work situation for the purpose of maintaining the best possible relationship under this contract and to provide for the employees' safe and respectable conditions of work and for the Employer 's effective and efficient production.

## ARTICLE 5 GRIEVANCE PROCEDURE

### 5.1 DEFINITIONS

Grievance - "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of this contract.

Days - "Days" means calendar days excluding Saturdays, Sundays and legal holidays as defined by Minnesota Statutes.

Written Answer - "Written Answer" means by personal delivery or by Certified Mail.

Reduce to Writing - "Reduce to Writing," means a concise statement outlining the matter of the grievance, the provision(s) of the contract in dispute and the relief requested.

Answer - "Answer," means a concise response outlining the Employer's positions on the grievance.

5.2 If a grievance procedure is provided by Personnel Law, Rules or other regulations, the exclusive representative must elect to process the grievance either through the bargaining unit procedure or through the procedures provided by Personnel Law, Rules or other regulations and in no event may a grievant avail himself/herself of both procedures.

### 5.3 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) days with the employee and the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the department head or designee and by the Union. If no settlement is reached the department head or designee shall give written answer to the Union within ten (10) days following their meeting.

### 5.5 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) 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 of the department, the employee and the Union shall be held ten (10) 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

**ARTICLE 5 GRIEVANCE PROCEDURE (continued)**

Union and the Employer. (If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Director of Human Resources or designee and the Union.) If no settlement is reached the Director of Human Resources or designee shall give the Employer's written answer to the Union within ten (10) days following the meeting.

5.6 STEP 4

The Employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on whom shall strike the first name, the question shall be decided by a flip of a coin. Each party shall be responsible for equally compensating the arbitrator for fees and necessary expenses, and shall be individually responsible for the expenses of their own representative and witnesses.

5.7 The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of the existing contract and the arbitrator's decision shall be confined to the specific issues of the grievance. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

5.8 Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

The Number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

**ARTICLE 5 GRIEVANCE PROCEDURE (Continued)**

5.9 The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits without waiver will result in a forfeiture of the grievance. Failure of the employer to respond within the time limits will constitute denial of the grievance, allowing the Union to appeal the grievance to the next step within ten (10) days of the expiration of the employer's time limits.

5.10 Discipline

- A. The Employer will discipline employees for just cause only. Discipline will be in the form of:
  - 1. Written Reprimand
  - 2. Suspension
  - 3. Reduction
  - 4. Discharge
- B. Suspensions and discharges will be in written form.
- C. Written reprimands: The employee shall receive a copy of such reprimands and notices of suspension and discharge.
- D. The Employer shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to disciplinary action, unless the employee has been given the opportunity to have a representative of the Union present.

## **ARTICLE 6 SENIORITY**

6.1 Seniority means an employee's length of continuous service from the date of hire with the Ramsey County Public Works Department.

6.2 Classification Seniority. Classification seniority is defined as the length of continuous service in a specific job classification within the bargaining unit. In the event it becomes necessary to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority within the classification, provided all probationary, temporary, intermittent, and provisional employees in that classification are laid off first. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired in the classification unless all employees on layoff status desiring to return to work have been recalled. Employees shall be permitted to exercise their seniority rights to any classification previously held before being subject to layoff. When an employee exercises bumping rights, classification seniority in the class to which the employee has bumped shall include seniority in all higher bargaining unit classes in which the employee has served. No permanent employee shall be laid off until all probationary, intermittent, temporary and provisional employees in the same classification are laid off.

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 from the date of layoff. 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 from the date of layoff 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 .

6.3 On March 1, the Human Resources Department shall establish a seniority list showing the continuous service of each employee by classification and with the date within the bargaining unit. Copies shall be sent to the Union representative and posted in each work location.

6.4 Breaks in continuous service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

6.5 An employee promoted to a new or higher classification shall have the option of returning to their former classification if such employee fails probation without loss of seniority in the former class.

**ARTICLE 6 SENIORITY** (Continued)

- 6.6 Supervisory employees of the Public Works Department who are laid off shall be permitted to exercise their seniority rights to bargaining unit classifications previously held. Such employees must have worked in such classifications within the Public Works Department. Bargaining unit seniority established upon such reduction shall be 50% of the total of time worked in the bargaining unit classification.
- 6.7 Should the operations of the Public Works Department be merged with or transferred to another agency of government the employees subject to this contract shall become employees of the new or merged unit and shall retain all rights and the highest conditions provided for by this contract or the new agency provisions. This provision shall be limited to those employed at the time of change.
- 6.8 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, loss of bargaining unit positions except by attrition, or the reduction of regular hours or salaries of permanent employees as a result of reclassification.

**ARTICLE 7 WORK SCHEDULES - PREMIUM PAY**

- 7.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 7.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the County Engineer.
- 7.3 The normal work schedule for employees shall be five (5) eight (8) hour shifts followed by two (2) days off. Other work schedules may be authorized to accommodate the services performed by the Department. Alternative work schedules may be established by mutual agreement of the Labor Management Committee and ratification by a majority of effected employees.
- 7.4 Effective 1/1/09 all full-time employees required to work on Saturday as part of their regular schedule shall be compensated at the rate of forty cents (\$.40) per hour for each hour worked. Effective 1/1/09 all full-time employees required to work on Sunday as part of their regular schedule shall be compensated at the rate of forty-five cents (\$.45) per hour for each hour worked. Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire shift worked, provided at least five (5) hours of the shift worked fall on the day for which the additional compensation is being paid. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement.
- 7.5 Any full-time employee who works as part of their regular schedule 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 6% of the six (6) month rate as established for the classifications in the bargaining units (as shown in Article 13.1). This differential will not be paid where such work constitutes overtime under the provisions of this Agreement.
- 7.6 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.
- 7.7 Employees required to report for work on a day for which work is canceled shall receive a credit of not less than two (2) hours' compensatory time for reporting and shall not be required to remain on the Department's premises for a period longer than thirty (30) minutes after reporting time. In those circumstances where the Public Works Department determines that it is necessary in order for the proper work decision to be made, to hold the employees for a period longer than thirty (30) minutes, the employees will receive the two (2) hours' minimum reporting time specified above plus all actual time on the premises of the Public Works Department prior to a decision that work will be canceled for that day. On those days where work is scheduled after a delay, employees will

**ARTICLE 7 WORK SCHEDULES - PREMIUM PAY (Continued)**

receive their normal working time credit. Employees who refuse assignment will not receive this premium.

- 7.8 An employee who is called to duty during their scheduled off-duty time shall receive a minimum of four (4) hours' compensation.
- 7.9 Employees on an off-duty day, holiday, or vacation who are called back to duty shall receive a minimum of four (4) hours' compensatory time off.
- 7.10 When there is an emergency call for return to work, employees shall have one (1) hour in which to report after receiving the return to work call. Employees may be required to report to work at once which will suspend the one (1) hour reporting time allowance; however, when this occurs, the employee's time will be kept from the time of call.
- 7.11 In those situations where work crews are required, crews shall be assembled on the basis of classification seniority. In those situations where an emergency exists relating to the public safety and/or the need for an evaluation as to equipment, personnel or materials is required, the Department shall call those employees who in its judgment are best qualified to deal with the emergency. All scheduled and call-out overtime assignments in road maintenance operations, excluding Heavy Equipment Mechanics, Mechanics Helpers, Mechanical Stockroom Clerks 1 & 2, and Equipment Service Workers, when a scheduled night shift is in operation, shall first be offered to the employees regularly scheduled on the shift when the work begins. Work commencing between 1:00 p.m. and 1:00 a.m. shall be assigned by classification seniority to the night shift; and work commencing between 1:00 a.m. and 1:00 p.m. shall be assigned to the day shift by classification seniority.
- 7.12 Under no circumstance will the Employer assign work solely on the basis of an employee not on duty being available on the premises for assignment.
- 7.13 For winter snowplowing and ice control operations on normal workdays, employees shall be assigned on the basis of their classification seniority. For winter snowplowing and ice control operations on workdays canceled due to cold weather, on weekends, and on holidays, employees shall be called on the basis of their total bargaining unit seniority, with the exception of Heavy Equipment Operator 2's assigned to Heavy Equipment Operator 2 equipment. All call outs for other types of winter maintenance work shall be in accordance with Article 7.11.
- 7.14 A fifteen (15) minute rest period will be provided during both the a.m. and p.m. work periods of the normal work day. When the work day exceeds ten (10) hours and for each four (4) hour period hereafter, an additional fifteen (15) minute rest period will be provided. A fifteen (15) minute rest period will be provided during each four (4) hours for other work schedules.

**ARTICLE 7 WORK SCHEDULES - PREMIUM PAY (Continued)**

- 7.15 The work schedule for employees on the day shift shall consist of eight (8) hours plus a thirty (30) minute unpaid lunch break. The work schedule for employees on the second and third shift shall consist of an eight (8) hour shift, including a thirty (30) minute paid lunch.
- 7.16 For employees working under the restrictions of the Federal D.O.T. and Ramsey County policies concerning Commercial Drivers Licenses and Drug and Alcohol Testing in effect during the term of this Agreement, the following provisions will apply:
- a) CDL employees responding to emergency call outs or snow events who are called into work prior to one hour or more of their shift start on a day of their regularly scheduled shift shall receive one hour of compensation as emergency response pay.
  - b) CDL employees responding to an emergency call out or snow event on an unscheduled day of work for any shift of four (4) hours or longer duration shall receive one (1) hour of compensation as emergency response pay at the appropriate rate [one and one-half (1.5) or double (2) time] in effect for that day.
  - c) CDL employees responding to an emergency call out or snow event shall receive a paid half (1/2) hour lunch break during any shift of six (6) hours or longer duration.
  - d) Non-CDL employees and Mechanical Stock Clerks 1 & 2 called into work prior to one hour or more of their shift start will receive one-half (1/2) hour of compensation as emergency response pay.
- 7.17 A sign-up list in the affected classifications shall be posted semi-annually for volunteers to fill any scheduled night shift assignments. The senior eligible person from each list shall be selected for filling the position. Assignments shall be from the bottom of the seniority list if volunteers are not sufficient.

## **ARTICLE 8 OVERTIME**

- 8.1 Overtime work shall be scheduled at the discretion of the Employer. Employees required to work in excess of eight (8) hours in any one (1) day or continuous shift, or who are required to work in excess of forty (40) hours in any one (1) week, or who are required to work on their regularly scheduled days off, shall earn overtime at the rate of time and one-half.
- 8.2 Compensatory time shall be taken at a time mutually agreeable to the employee and the employer (except as noted in Article 8.3).
- 8.3 Employees shall be required to reduce their compensatory time to one hundred twenty (120) hours at least once between September 1 and November 15 of each calendar year. The Employer may require employees who fail to reduce their time during this period to use any accumulated compensatory time over one hundred twenty (120) hours by giving the employee five (5) days' notice in advance. By mutual agreement between the Employer and the employee an employee may elect to receive cash payment for any overtime worked. The Employer may choose to liquidate by cash payment any overtime in excess of one hundred twenty (120) hours.
- 8.4 The Employer shall maintain informal records of the overtime offered to employees. These records may be destroyed at the end of the calendar year following the year they are recorded. In no way shall an employee be discriminated against for refusal of working overtime. Overtime may be ordered in case of emergency or when no employees are reasonably available on a volunteer basis. The employer shall periodically provide to the Union records of year-to-date overtime worked.
- 8.5 There shall be no employees assigned to drive or operate any of the maintenance equipment unless all available qualified maintenance persons are working.

**ARTICLE 9 HOLIDAYS**

9.1 Holidays are defined as the twenty-four (24) hour period from 12:00 a.m. to 12:00 a.m. (midnight to midnight). Employees shall be granted a paid day off work for each of the following holidays:

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	Friday after Thanksgiving
Christmas Day	December 25th

Employees required to work the above holidays shall be compensated for each hour worked in accordance with Article 9.3.

Floating Holidays (9.4) Two (2) days each year to be granted with approval of the supervisor

9.2 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on Sunday, then Monday shall be a holiday. When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a Saturday, then Friday shall be a holiday.

9.3 Employees who work on a holiday shall be compensated for each hour worked as follows:

<u>Holiday Worked</u>	<u>Time Worked Credit</u>	<u>Holiday Pay</u>
New Years' Day and Christmas Day:		
On Mon-Fri (9.1)	Double time	8 hours
On Sat or Sun (9.1)	Double time	--
On Fri or Mon off (9.2)	One and 1/2 time	8 hours
Independence Day and Veterans Day:		
On Mon-Fri (9.1)	One and 1/2 time	8 hours
On Sat or Sun (9.1)	One and 1/2 time	--
On Fri or Mon off (9.2)	One and 1/2 time	8 hours
All Other Holidays: (Martin Luther King Birthday, President's Day, Memorial Day, Labor Day, Thanksgiving Day, Thanksgiving Friday)		
	One and 1/2 time	8 hours

No other overtime pay shall be earned when this provision is in effect. Differential pay will only be paid to regularly scheduled employees who work any of the above holidays. (7.4, 7.5 and 7.6)

**ARTICLE 9 HOLIDAYS (Continued)**

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

- 1) Full time permanent or probationary employees receive two (2) days (16 hours) as floating holidays at the beginning of each calendar year. New employees will receive floating holidays on their first day of employment.
- 2) Part time permanent or probationary employees receive floating holiday accrual the beginning of each calendar year. The number of hours accrued are prorated based on their scheduled work hours. New part time employees will receive floating holiday hours on their first day of employment. The number of hours they receive will be prorated based on their scheduled work hours

Floating Holidays will be taken at a time mutually agreeable to the employee and the employer.

**Replace Article 9.4 (1) and 9.4 (2) with following Language, provided all Ramsey County bargaining units agree to the same contract language.**

9.4 Every employee with permanent, probationary, and provisional status shall be eligible for "floating holidays" on the following basis:

Maintain current floating holiday accrual method in 2006. Change current method to an accrual method as described below, effective 1/1/07,

- 1) Effective 1/1/07, update existing employee floating holiday bank with eligible hours under current contract language.
- 2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status.
- 3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (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.
- 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) No loss in floating holiday accrual to employees who are not allowed to work, due solely to management decision, on "rain days" or "cold days".

**ARTICLE 10 VACATION**

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

10.2 Each permanent, probationary and provisional employee shall earn vacation with pay for each full month of actual service as outlined below. 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 vacation accrual to employees who are not allowed to work due solely to management decision on "rain days" or "cold days":

<u># of Years of Employment</u>	<u>Accrual in Hrs Per Pay Period</u>	<u>Yearly Accrual In Hrs</u>	<u>Maximum Accrual In Hrs</u>
Less than 3 years	3.0769	80 (10 days)	160 (20 days)
At least 3 years, but less than 8 years	4.6154	120 (15 days)	240 (30 days)
At least 8 years, but less than 10 years	5.2308	136 (17 days)	272 (34 days)
At least 10 years, but less than 13 years	5.5385	144 (18 days)	288 (36 days)
At least 13 years, but less than 18 years	6.1538	160 (20 days)	320 (40 days)
At least 18 years, but less than 23 years	6.7692	176 (22 days)	354 (44 days)
23 years or more	7.6923	200 (25 days)	400 (50 days)

10.3 Vacation choice will be based on the seniority of the employee in their classification. Seniority for this purpose will be counted from the date the employee was appointed to the classification.

10.4 Vacation shall be taken at a time mutually agreeable to the employee and the Employer.

10.5 Effective 11/1/06 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.

## **ARTICLE 11 SICK LEAVE**

- 11.1 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. There will be no loss in sick leave accrual to employees who are not allowed to work, due solely to management decision, on "rain days" or "cold days".
- 11.2 Permanent employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 11.3 Sick leave may be authorized for actual illness or injury, legal quarantine, acute dental or medical treatment necessitating the employee's absence. Sick leave usage shall be subject to approval and verification by the County Engineer 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. An employee may use sick leave for absences due to an illness of or injury to the employee's minor child on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury.
- 11.4 To be eligible for sick leave payment an employee must notify the County Engineer or designee prior to the starting time of their scheduled shift. This notice may be waived if the County Engineer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. Those employees who misuse sick leave will be subject to disciplinary action.
- 11.5 Employees may utilize sick leave up to a maximum of five (5) days 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 employees immediate household, and shall include parents and siblings of the persons regularly residing in the employee's immediate household. This definition does not include aunts and uncles not regularly residing in the household.
- 11.6 Sick leave not to exceed forty (40) hours in any one calendar year may be used as a result of a serious illness of the employee's spouse, 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.
- 11.7 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 months of the birth or adoption. A female employee shall be granted accumulated sick leave during the period of time her doctor certifies she is unable to work as a result of pregnancy or childbirth.

**ARTICLE 11 SICK LEAVE (Continued)**

- 11.8 Employees with an accumulation of sick leave credits in excess of one hundred eighty (180) days (1440 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) vacation days in any calendar year.
- 11.9 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties, shall upon written request to the Director of Human Resources accompanied by a physician's certificate acceptable to the Director of Human Resources, be granted sick leave for each work day up to a maximum of one hundred thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave theretofore accumulated by them. Said sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and an employee's normal daily wage.
- 11.10 If recovery is not complete by the end of the period mentioned in Paragraph (1), there shall be an additional recovery period during which employees may be granted sick leave for each work day for which Workers' Compensation payments are made up to a maximum of one hundred thirty (130) days, said sick leave not to be charged against normal sick leave theretofore accumulated by them. Sick leave during this additional recovery period may be granted in the amount equal to and not exceeding the difference between one half (1/2) the normal daily salary and any Workers' Compensation payments due. During such additional recovery period, injured employees may also receive a sum of money which is to be charged to their accumulated sick leave, vacation or overtime, equal to and not exceeding the remaining one half (1/2) normal salary.
- 11.11 In the event an employee is disabled from work under the criteria listed in this section, and the employee has an accumulated bank of sick leave credits, said credits shall be charged against, as in a non-compensable disability, until said bank is exhausted or until the employee returns to work, at which time, upon request of the employee, the Director of Human Resources may reinstate said bank of sick leave or qualifying portion thereof in accordance with the provisions of Paragraphs (1) and (2). In the event a qualifying employee has no accumulated bank of sick leave, the employee, upon disablement, shall immediately apply to the Director of Human Resources for the grant of sick leave credits to be used during the period of disability. Said application shall include a physician's statement indicating a probable date of return to work and such other information as the Director of Human Resources may require.
- 11.12 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 11 SICK LEAVE** (Continued)

- 11.13 To determine the number of days' sick leave, vacation or overtime to be charged against such employee's accumulated credits under the provisions of this section, the total additional amount paid shall be divided by the employee's normal daily wage and shall be computed to the nearest one-quarter (1/4) day.
- 11.14 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.
- 11.15 Any such employee unable to resume the duties of his or her position within or at the end of such recovery periods and on the exhaustion of accumulated normal sick leave shall be eligible for the sick leave without pay provisions of this contract.
- 11.16 In the event recovery is not sufficient to assume duties previously performed the Union and the Employer shall cooperate in a joint effort to establish a position which the employee is capable of performing. Any employment under this section shall be at an hourly rate appropriate to the duties performed.
- 11.17 An employee shall be granted a personal leave, not to exceed six (6) months, at the request of the employee, for the birth or adoption of his/her child. Employees under this provision shall not be eligible for paid sick leave during the period of leave except as provided for in 11.7.
- 11.18 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to 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 prorated basis, based on the hours worked for the three month period. The three (3) month period shall be the same as identified in the preceding paragraph.
- 11.19 A permanent or probationary 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. 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. 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. 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.

**ARTICLE 11 SICK LEAVE** (Continued)

11.20 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 twelve (12) months may take up to twelve (12) weeks for the following reasons: (as provided in the FMLA)

- 1) Placement of a child with the employee for foster care.
- 2) To care for the employee's spouse, child or parent who has a serious health condition.
- 3) A serious health condition rendering the employee unable to perform his or her job.

The twelve (12) weeks of FMLA leave will be unpaid unless the employee uses vacation, comp time, sick leave or other paid time available. Use of paid time must be in accordance with applicable provisions of this Agreement. If the FMLA leave is due to the employee's own serious health condition, the employee must exhaust their paid sick leave accumulation before going on unpaid leave. Both paid and unpaid time count as part of the twelve (12) weeks of FMLA 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 provided for under the FMLA.

11.21 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 leave allowed under the Family and Medical Leave Act (FMLA), except when doing so would result in a violation of the FMLA. FMLA time taken under Article 11.20 will count against time allowed under Article 11.21.

**ARTICLE 12 SEVERANCE PAY**

12.1 Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee or the employee's estate shall be paid one-half (1/2) of all unused accumulated sick leave hours according to Article 12.1 (6) below, provided:

- 1) That at the time of separation from the County service, the employee must have been employed by the County in the classified service for at least five (5) years prior to 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.
- 2) 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.
- 3) 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.
- 4) That the rate of payment shall be based upon the regular daily salary of the employee, in his/her permanent civil service 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, 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.
- 6) Employees meeting the requirements of this Article will be paid one-half (1/2) of all unused accumulated sick leave hours based on their accumulated sick leave hours at the time of separation up to the following maximums:

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

**ARTICLE 12 SEVERANCE PAY** (Continued)

Effective 1/1/07 employees with at least 1,600 hours and less than 1,750 hours sick leave will be eligible for \$16,000; employees with 1,750 or more hours sick leave will be eligible for \$17,000.

Effective 1/1/08 employees with at least 1,750 hours and less than 1,900 hours sick leave will be eligible for \$17,000; employees with 1,900 or more hours sick leave will be eligible for \$18,000.

**ARTICLE 13 SALARY RATES**

13.1 Wages – The 1/1/09 wage rate for all classifications will be 3% higher than the 7/1/08 rate. The 1/1/10 wage rate for all classifications will be 2% higher than the 1/1/09 rate. The 3/1/11 wage rate for all classifications will be 1.99% higher than the 1/1/10 rate. All general salary increases will be effective the first full pay period following the effective date.

<u>Classification</u>	<u>Current</u> <u>7/1/08</u>	<u>1/1/09</u> <u>3%</u>	<u>1/1/10</u> <u>2%</u>	<u>3/1/11</u> <u>1.99%</u>
Equipment Service Worker	\$20.62	\$21.24	\$21.66	\$22.09
Heavy Equipment Mechanic	\$25.78	\$26.55	\$27.08	\$27.62
Heavy Equipment Operator 1	\$22.68	\$23.36	\$23.83	\$24.30
Heavy Equipment Operator 2	\$24.21	\$24.94	\$25.44	\$25.95
Highway Maintenance Laborer	\$21.22	\$21.86	\$22.30	\$22.74
Highway Maintenance Operator	\$22.20	\$22.87	\$23.33	\$23.79
Highway Sign Worker 1	\$22.20	\$22.87	\$23.33	\$23.79
Highway Sign Worker 2	\$23.39	\$24.09	\$24.57	\$25.06
Labor Crew Leader	\$24.21	\$24.94	\$25.44	\$25.95
Mechanical Stock Clerk 1	\$20.72	\$21.35	\$21.77	\$22.21
Mechanical Stock Clerk 2	\$22.65	\$23.33	\$23.80	\$24.27
Motor Equipment Operator	\$22.20	\$22.87	\$23.33	\$23.79

13.2 New employees will work at a rate which is ninety percent (90%) of the rates listed above for their classification for a period of six (6) months, after which they shall be advanced to the full rate, except for Equipment Service Workers who shall advance to eighty percent (80%) of Heavy Equipment Mechanic rate after six months and eighty-five percent (85%) of the Heavy Equipment Mechanic rate after two (2) years.

13.3 Employees in the above-listed classifications who have completed ten (10) years of continuous service shall receive an additional twenty (20) cents per hour. Effective 1/1/07, employees in the above-listed classifications who have completed fifteen (15) years of continuous service shall receive an additional 2% above the ten year step. Employees in the above listed classifications who have completed twenty (20) years of continuous service will receive an additional 2.5% above the fifteen year step. Employees who have completed twenty-five (25) years of continuous service will receive an additional 2% above the twenty year step.

13.4 The probationary period for all employees covered by this collective bargaining agreement is twelve (12) months.

13.5 Employees in the classification Light Equipment Mechanic and Mechanic Helper 2 shall receive a tool allowance of eight dollars (\$8.00) per month. Employees in the classification Heavy Equipment Mechanic and Equipment Service Worker shall receive a tool allowance paid annually in

**ARTICLE 13 SALARY RATES** (Continued)

one lump sum as follows: Three hundred fifty (\$350) dollars in 2009, and four hundred (\$400) dollars in 2011.

- 13.6 The County will provide a vehicle, a driver and compensation to any employee to take examinations for commercial driver's license and/or endorsements.

Any employee who fails to secure or maintain the required license for their classification shall be reduced to the next lower classification for which they qualify. Any employee who loses their license or fails to maintain their license must immediately notify the County.

- 13.7 a) Employees operating a power shovel or crawler hoe shall receive the Heavy Equipment Operator 2 rate plus fifty cents (\$.50) for each hour worked for the period of January 1, 2009-December 31, 2010. Effective January 1, 2011, employees operating a power shovel or crawler hoe will receive the Heavy Equipment Operator 2 rate, plus seventy five cents (\$.75) for each hour worked.
- b) Employees driving a tractor trailer combination shall receive the Heavy Equipment Operator 1 rate plus fifty cents (\$.50) for each hour worked for the period of January 1, 2009-December 31, 2010. Effective January 1, 2011, employees driving a tractor trailer combination shall receive the Heavy Equipment Operator 1 rate plus seventy five cents (\$.75) for each hour worked.

- 13.8 A salary differential of fifty cents (\$.50) per hour shall be paid to the Heavy Equipment Mechanic selected to function as **Night** Lead Mechanic. This person shall be designated as the "in-charge" person during their shift. Responsibilities include supervision of other equipment mechanics, equipment service workers, building attendants and janitors, and stockroom. The differential shall be paid to the lead mechanic throughout the normal assigned night shift and on weekends and holidays. This designation shall be offered to mechanics based on seniority. The person accepting shall serve a sixty (60) day probation. If the Employer judges the employee's performance to be unsatisfactory during this trial period, this designation shall be offered to the next senior mechanic. A mechanic removed from this assignment shall be furnished the reason in writing and this removal shall be subject to the grievance process of the contract.

- 13.9 Salary rates for dual class employees or employees working in an upgraded classification will advance to the next step when time in grade is appropriate.

- 13.10 Ramsey County will administer a Post Termination Health Care Savings Plan (HCSP) program for the Local 49 bargaining unit. During the term of this agreement, Local 49 member contributions to the HCSP for the 2006 - 2008 contract period will as follows:  
100% of the employee's vacation, compensatory time, and severance pay will be placed in the employees HCSP account upon his/her termination from employment with Ramsey County.

**ARTICLE 13 SALARY RATES** (Continued)

- 13.11 Effective 7/1/09 Ramsey County will contribute a matching contribution of \$20.00 per month to each contributing employee's deferred compensation account (contribution will be pro-rated for part-time employees).
- 13.12 Temporary Upgrades: All employees working in a temporary upgrade shall be paid their vacation and holiday pay at the higher rate of pay during periods they are working out of class. Said payments shall be prorated to reflect the percentage of actual hours worked at a higher rate and shall be paid once annually. Effective January 1, 1999, sick leave pay to a maximum of eighty (80) hours shall be paid at the higher rate of pay during periods of working out of class pursuant to the above.
- 13.13 Upon ratification of the agreement, hours which employees work out of class as a Signworker 1 shall be accumulated. When an employee's total hours working out of class as a Signworker 1 meets or exceeds 2,080 hours, that employee shall be paid as a Signworker 2 when working out of class as a Signworker in the future.
- 13.14 A gainsharing program may be implemented, if developed jointly by the County and the Union, and approved by both parties.
- 13.15 The Employer will pay for maintenance of uniforms for Mechanics and Equipment Service Workers up to a maximum of \$20 per month. This does not include initial purchase of the uniform; the employee will pay for initial purchase.

## **ARTICLE 14 EDUCATION ALLOWANCE**

14.1 Any employee who, in order to improve their work performance, takes courses which have a direct relationship to their work, may upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition and required books. 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 relevancy of the course work to the employee's position, the status of the educational institution and availability of funds. If the employee leaves the County service within one (1) year after completion of a course taken under this rule, the employee must refund the amount paid by the County. Effective 1/1/09 the education allowance shall be limited to \$1,300 annually per employee.

## ARTICLE 15 INSURANCE

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

(1) Medical Insurance:

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.

(2) 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%.

(3) 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

**ARTICLE 15 INSURANCE** (Continued)

changes will not be implemented for the members of the bargaining unit unless legally required.

15.2 **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 must elect in writing prior to 11/1/06 whether they will 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 is a one time, irrevocable decision. Employees who do *not* make an election in writing prior to 11/1/06, will be 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 will begin contributing 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 1/1/08, or the 1<sup>st</sup> full pay period following the employee's five (5) year employment anniversary date, whichever is later. 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 1/1/08, or the 1<sup>st</sup> full pay period following the employee's ten (10) year employment anniversary date, whichever is later. 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 1/1/08, or the 1<sup>st</sup> full pay period following the employee's fifteen (15) year employment anniversary date, whichever is later.

**ARTICLE 15 INSURANCE** (Continued)

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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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.

Effective the 1<sup>st</sup> full pay period following 7/1/06, all new employees hired since 1/1/06 will begin contributing 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> full pay period following the employee's fifteen (15) year employment anniversary date.

**ARTICLE 15 INSURANCE** (Continued)

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):

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.

- 15.3 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.
- 15.4 County Board Resolution 9-1811. Ramsey County shall defend, save harmless and indemnify each of its officers and employees, whether elective or appointive, against a tort claim or demand, whether groundless or otherwise, arising out of each alleged act or omission occurring in the performance of duty, except malfeasance in office or willful or wanton neglect of duty.

## **ARTICLE 16 PART-TIME EMPLOYEES**

- 16.1 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.
- 16.2 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. Employees whose standard 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. An intermittent employee is defined as a person with permanent or probationary status not working a regular work schedule (e.g. on call).

## **ARTICLE 17 PAID LEAVE PENDING INVESTIGATION**

17. 1 Employees placed on leave with pay pending 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 employer 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 18 INDIVIDUAL RIGHTS**

18.1 Employees have the right to join or to refrain from joining the Union. Neither the County nor the Union shall discriminate against or interfere with the rights of employees to become or not become members of the Union and further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

## **ARTICLE 19 GENERAL PROVISIONS**

- 19.1 Union Bulletin Board – The Employer agrees to furnish and maintain suitable bulletin boards in convenient places. The Union shall limit its postings to official notices and bulletins of the Union to such bulletin boards.
- 19.2 Personnel Files – Any subject matter placed in the employee's personnel file shall be served upon the employee in writing. All materials in the employee's file shall be available for the employee's inspection.

## **ARTICLE 20 COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

20.1 This Agreement shall represent the complete Agreement between the Union and the County.

20.2 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.

## **ARTICLE 21 SAVINGS CLAUSE**

21.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Ramsey County. 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.

**ARTICLE 22 TERM OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2009 to December 31, 2011, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1, prior to the anniversary date that it desires to modify or terminate this Agreement. In witness thereof, the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_.

WITNESSES:

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

RAMSEY COUNTY

\_\_\_\_\_  
Chair, Ramsey County Board of Commissioners

\_\_\_\_\_  
Ramsey County Manager

Approved as to form this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant County Attorney

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL #49

by:

\_\_\_\_\_  
Business Manager, Local 49

\_\_\_\_\_  
Business Representative

Bargaining Unit Committee Members

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

**LETTER OF AGREEMENT  
between**

**I.U.O.E. LOCAL 49**

**and**

**COUNTY OF RAMSEY**

1. The Employer will not assign Summer Laborers to operate equipment as their principle duty.
2. The Labor/Management Committee will develop a procedure where employees will be given an opportunity on an annual basis to indicate their interest in temporary assignments to the following areas: Stock Room, Sign Shop, Survey or Construction Crew and Wood Shop.

Employees indicating an interest in these assignments shall be selected by seniority when such assignments are for longer than one (1) day.

International Union of  
Operating Engineers, Local 49

County of Ramsey

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM of AGREEMENT

Ramsey County  
And  
IUOE Local 49

Ramsey County (County) and IUOE Local 49, agree to the following, effective on the date this agreement is signed by both parties, as indicated on this document, or January 1, 2004, whichever is later, provided that all bargaining units representing Ramsey County employees have entered into this same memorandum of agreement.

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 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.
2. An employee with a paid sick leave bank of 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.
3. 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.
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 Bargaining Unit

For the Bargaining Unit

\_\_\_\_\_  
An authorized representative

\_\_\_\_\_  
An authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between International Union of Operating Engineers, Local 49 (hereafter "I.U.O.E. Local 49") and the County of Ramsey (hereafter "County").

WHEREAS, The parties reached an understanding with respect to the equipment classification system in 1993; and

WHEREAS, The job classification for Motor Equipment Operator has since been changed to Highway Maintenance Operator, necessitating an amendment in the previous agreement;

NOW, THEREFORE, The parties agree as follows:

1. For the purpose of determining the rate of pay for the work performed, the County of Ramsey and I.U.O.E. Local 49 have agreed to utilize the following equipment classification system:

### HIGHWAY MAINTENANCE LABORER

Employees in this class operate hand tools, power hand tools, motorized hand operated equipment, and motor vehicles less than 10,000 pounds GVWR, including vehicle-trailer combinations.

Employees also operate and/or transport trailer mounted motor equipment (for example, the melter pot, compressor and steam cleaner) with a Labor Crew Leader present.

### HIGHWAY MAINTENANCE OPERATOR

Employees in this class operate two-axle trucks greater than or equal to 10,000 pounds GVW, including vehicle-trailer combinations; snowplow truck units with underbody blades, and vehicles with front plow blades, with GVW less than or equal to 26,000 pounds.

Employees also operate specialized-operation equipment less than or equal to 26,000 pounds (for example, tractor mowers); rollers less than or equal to 48 inch width and skid steer loaders with less than one cubic yard buckets.

### HEAVY EQUIPMENT OPERATOR I

Employees in this class operate trucks with more than two axles, snowplow truck units with wings, snowplow truck units greater than 26,000 pounds GVW with front mounted plows, and vehicles requiring CDL endorsements (for example, hazardous materials or tanker).

Employees also operate specialized operation equipment over 26,000 pounds (for example, asphalt distributor, flush truck, High Ranger, road sweeper, and chip spreader) and rollers greater than 48 inch width.

### HEAVY EQUIPMENT OPERATOR II

Employees in this class operate vehicles normally considered heavy construction equipment with a basic function other than transportation (for example, backhoes, pavement recyclers, dozers, graders, and pavers).

2. This Memorandum of Agreement constitutes the full and complete agreement of the parties regarding this matter.

International Union of  
Operating Engineers, Local 49

County of Ramsey

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**  
**Post Retirement Health Care Savings Account**

Ramsey County and IUOE Local 49 agree to the following with regard to Local 49 member participation in the Minnesota State Retirement System (MSRS) Post Retirement Health Care Savings Account:

- Ramsey County, Local 49 and MSRS will cooperate in determining if Local 49 members may participate in a Post Retirement Health Care Savings Account under the MSRS. This determination will be subject to administrative and legal review by Ramsey County counsel, Local 49 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 Local 49 members in the PRHCSA under MSRS; but
- If it is determined that Local 49 member participation in the PRHCSA meets the acceptance of all required reviewers (in paragraph one) Ramsey County will, at the request of Local 49, establish and administer a payroll deduction for purposes of enrolling Local 49 members in the PRHCSA under MSRS; and
- IUOE Local 49 member contributions to the PRHCSA will be according to a schedule established by Local 49 after consultation with representatives from MSRS; and
- Ramsey County shall deduct the authorized payroll amount from each member's wages or severance pay, and forward this amount to MSRS for investment in the PRHCSA; and
- It is understood that 100% employee participation and 100% 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 employee's authorized payroll or severance pay deduction for the PRHCSA; 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 Local 49 members in the MSRS PRHCSA as outlined in this Memorandum of Agreement shall be at a time that is practical and mutually agreed to by Ramsey County and IUOE Local 49.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE COUNTY OF RAMSEY

FOR IUOE Local 49

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

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

**MEMORANDUM OF AGREEMENT**

This Memorandum is entered into between the County of Ramsey and the International Union of Operating Engineers, Local 49.

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

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

NOW, THEREFORE, the parties agree as follows:

1. Vacation hours advanced under this Memorandum must be used, they cannot be put into the employee's accrued balance.
2. Vacation hours advanced are subject to the same approval provisions as other vacation hours under Article 10.
3. Vacation hours advanced to an employee must immediately be repaid from future vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If this is not possible, the employee will be required to refund the remaining dollar value to the County.
4. An employee may not have more than 40 vacation hours advanced to him/her at any time.
5. Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Article 10 continue to apply.
6. An employee may not donate advanced vacation hours to another employee. An employee may not be required to request that vacation hours be advanced to them, before being eligible to receive donated hours.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed this \_\_\_\_ day of \_\_\_\_\_, 1997.

FOR THE COUNTY OF RAMSEY

FOR IUOE, Local 49

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Ramsey County**  
**And**  
**INTERNATIONAL UNION OF OPERATING**  
**ENGINEERS, LOCAL 49**

**Central Pension Fund**

- A. The Central Pension Fund (CPF) is a supplemental Pension Fund authorized by Minnesota Statute §356.24, Subdivision 1 (10).
- B. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the County will not be funded from any source other than this wage reduction.
- C. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
- D. A contribution of \$2.40 per straight time hour worked prevents any employee's annual CPF contributions from exceeding \$5,000.00 in a year and therefore complies with limitations set forth under Minnesota Statute § 356.24, Subd, 1 (10) as amended.
- E. The parties agree that the Public Employees Retirement Association interprets employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
- F. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.
- G. Effective 4-4-09 the contribution rate equals \$1.00 per straight time hour worked.
- H. Members, by majority vote, may change the contribution rate at anytime during the life of this agreement. The Union and the employer will work together to implement member approved changes as soon as is practicable.

**For Ramsey County:**

**For IUOE, Local 49:**

\_\_\_\_\_  
**Jean Gramling, HR Manager**

\_\_\_\_\_  
**Mark J Pothen, Area Bus. Representative**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_