

LABOR AGREEMENT

BETWEEN

RAMSEY COUNTY

AND

OPERATING ENGINEERS LOCAL #70

This Agreement made and entered into this first day of January, 2009, by and between the County of Ramsey, Minnesota (hereinafter referred to as the "County") and the International Union of Operating Engineers, Local #70 (hereinafter collectively referred to as the "Union"), as the exclusive bargaining agent for the employees in the bargaining unit set forth in Article 2 below.

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 a statute, to maintain and increase individual productivity or quality of services, to prevent interruptions of work and interference with the efficient operation of the department and to provide an orderly and prompt method for handling and processing grievances;
- 1.3 The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County and the Union by the statutes of the State of Minnesota.

**LOCAL #70 OPERATING ENGINEERS
INDEX – 2009-2011 CONTRACT**

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ARTICLE 2 RECOGNITION

- 2.1 The County recognizes the Union as the exclusive representative for the following job classifications in the recognized bargaining unit:
- General Repair Worker (RCCC)
 - Refrigeration Engineer
 - Utility Worker (Community Corrections)
 - Utility Worker
- 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 County 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, religion, sexual orientation, sex, receiving public assistance or social services, or because of a previous emotional or mental disturbance. Sexual harassment shall be considered discrimination under this Article.

ARTICLE 3 UNION SECURITY

- 3.1 The County agrees to deduct from the wages of each Union member, upon written authorization of the employee, 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 names of the employees from whose pay deductions were made. Upon notice by the Union the Employer will deduct from non-union members of the bargaining unit an amount set by the Union or a fair share cost of its service.
- 3.2 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within ten (10) days of such designation, certify to the County in writing of such choice, and the designation of successors to former stewards.

The County agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

- a. There shall be no more than (1) steward and one (1) alternate designated at any one time.
- b. 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 and negotiations.
- c. 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 employees. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the County's time.

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 strikes, slow downs, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employee(s) in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employee(s) who violate any of the provisions of this Article after notice by the Union may be discharged or otherwise disciplined. Employees will not be required to cross a duly authorized picket line established pursuant to a lawful strike. The Union will maintain basic service in all situations involving patients or residents of County institutions.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 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.
- 5.2 Nothing in this Article shall be construed as preventing the official employee representative from meeting with the Employer and the employer's 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 employee's safe and respectable conditions of work and for the Employer effective and efficient production.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.1 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. It is specifically understood that any matters governed by the Ramsey County Personnel Act or Personnel Rules shall not be considered grievances and subject to the grievance procedure hereinafter set forth. No disciplinary action which may be appealed through the procedures provided in the Ramsey County Personnel Act or Personnel Rules will be considered a grievance and subject to the grievance procedure herein. If an employee wishes to proceed under the Ramsey County Personnel Act or Personnel Rules the employee may have Union representation. An employee may not employ more than one of the above grievance procedures under this Article.
- 6.2 Organization Representatives - The County will recognize stewards designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.
- 6.3 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 employee duties and responsibilities. The aggrieved employee representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the County during normal working hours provided the employee and the employee representative have notified the designated supervisor.
- 6.4 Grievance Procedure - Grievances as herein defined, shall be processed in the following manner:
- Step 1. Informal - An employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall, within ten (10) days after the first occurrence of the event giving rise to the grievance, present such grievance to his/her supervisor who is designated for this purpose by the County. The supervisor shall give his/her oral or written answer within five (5) days after such presentation.
- Step 2. Formal - If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the department head or his/her designee within five (5) working days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union steward and a copy forwarded to the Union office. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The department head or his/her designee shall discuss the grievance within five (5) days with the employee and the Union steward at a time mutually agreeable to the parties. If the

ARTICLE 6 GRIEVANCE PROCEDURE (Continued)

grievance is settled as a result of such a meet the settlement shall be reduced to writing and signed by the department head or his/her designee and the Union. If no settlement is reached, the department head or his/her designee shall give written answer to the Union within five (5) days following their meeting.

Step 3. Appeal - If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the employee and the Union in writing as specified in Step 2 to the Director of Human Resources or his/her designee within five (5) days after the department head or his/her designee's answer in Step 2. A meeting between the Director of Human Resources or his/her designee, the department head or his/her designee, the Union and/or the employee shall be held 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 Director of Human Resources or his/her designee, the department head or his/her designee and the Union. If no settlement is reached, the Director of Human Resources or his/her designee and the department head or his/her designee shall give the Employer's written answer to the Union within five (5) days following the meeting.

Step 4. Arbitration - If the grievance is not settled in accordance with the foregoing procedure, either party may refer the grievance to arbitration within seven (7) days after the Union's receipt of the Employer's written answer in Step 3 as provided in Minnesota Statutes, Section 179.70. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

- 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 issue(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 shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be 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

ARTICLE 6 GRIEVANCE PROCEDURE (Continued)

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.

- 6.5 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 County's last answer. If the County does not answer a grievance or an appeal thereof within the specific time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the 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.
- 6.6 Grievance Representative - Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.
- 6.7 Records - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

ARTICLE 7 SENIORITY

7.1 The Human Resources Department will establish departmental seniority lists of all permanent employees in the bargaining unit which shall be posted in each work location. A copy will be sent to the Union.

- a. The seniority list will show the total length of compensated, continuous employment of each employee, in the County, by classification.
- b. The seniority list will be updated annually and posted in the employee's department with a copy sent to the Union representative.
- c. Seniority will control on layoffs, vacation and shift selection when a vacancy exists.

7.2 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 probationary, temporary and provisional employees are released first. 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. Employees shall be permitted to exercise their seniority rights to any classification previously held before being subject to layoff. No permanent positions shall be eliminated until all probationary, temporary and provisional employees in the same classification are released.

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.

7.3 The period of probation on promotion to a position in the same department will be ninety (90) calendar days. An employee who does not satisfactorily complete the probationary period may, at the employee's option, return to their former classification.

ARTICLE 7 SENIORITY (Continued)

- 7.4 The period of probation on a promotion to a position in another department will be six (6) calendar months. An employee who does not satisfactorily complete the probationary period may, at the employee's option, return to their former classification.
- 7.5 A three (3) month probation shall be for five-hundred-twenty (520) work hours or three (3) months, whichever comes first. A six (6) month probationary period shall be one-thousand-forty (1,040) hours or one (1) year, whichever comes first.

ARTICLE 8 WORK SCHEDULES - PREMIUM PAY

- 8.1 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.
- 8.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the Department.
- 8.3 The normal work week shall be five (5) eight (8) hour days on duty and two (2) consecutive days off duty. Other work schedules may be authorized to accommodate the services performed by the department and time off requests of the employees. The steward will be notified of all schedule changes.
- 8.4 Effective January 1, 1997, all full-time employees required to work on Saturday shall be compensated at the rate of thirty cents (\$.30) per hour for each hour worked. All full-time employees required to work on Sunday shall be compensated at the rate of thirty-five cents (\$.35) per hour for each hour worked. These differentials will increase to thirty-five cents (\$.35) per hour for Saturday and forty cents (\$.40) per hour for Sunday, effective January 1, 1999. 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 four (4) hours of the period worked fall on the day for which the additional compensation is being paid.
- 8.5 Any full-time employee who works on a shift beginning earlier than 6:00 a.m., or ending later than 6:00 p.m., shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m. The night differential shall be paid as additional compensation equivalent to 6% of the six (6) month rate established for the classifications in the bargaining unit.
- 8.6 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.
- 8.7 Employees assigned temporarily to a position in a higher classification for a period of three (3) or more work days shall be paid for the entire period at the rate appropriate to the assignment. The rate of pay will be set in the same manner followed for regular promotions.

ARTICLE 9 OVERTIME

- 9.1 Employees may be assigned to overtime work at the discretion of the Employer. Employees required to work in excess of eight (8) hours in any one (1) day or who are required to work on their regularly scheduled days off, shall earn overtime at the rate of time and one-half (1-1/2).
- 9.2 Overtime accumulation shall be taken as compensatory time off, or at the discretion of the employee, cash payment. Employees will be consulted prior to compensatory time off being scheduled.
- 9.3 All accumulated compensatory time in excess of forty (40) hours must be liquidated not later than six (6) calendar months from the time the overtime was earned. Liquidation of overtime in excess of forty (40) hours will be at a time mutually agreeable to the Employer and the employee. The Employer may require employees to use accumulated compensatory time under forty (40) hours at a time agreeable to the employee.
- 9.4 Employees required to work at least four (4) hours on Christmas Day or New Year's Day, shall earn overtime at the rate of double time.

ARTICLE 10 HOLIDAYS

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

10.2 Holidays are defined as:

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

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

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, except that for new hires floating holidays will accrue in the following manner:
 - a. Employees hired between January and April will be credited with two (2) floating holidays in their first calendar year of employment.
 - b. Employees hired between May and August will be credited with one (1) floating holiday in their first calendar year of employment.
 - c. Employees hired between September and December will be credited with no (0) floating holidays in their first calendar year 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

ARTICLE 10 HOLIDAYS (Continued)

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. New part-time permanent or probationary employees will accrue pro-rated floating holidays in the following manner:

- a. Employees hired between January and April will be credited with the appropriate pro-rate of two (2) floating holidays in their first calendar year of employment.
 - b. Employees hired between May and August will be credited with the appropriate pro-rate of one (1) floating holiday in their first calendar year of employment.
 - c. Employees hired between September and December will be credited with no (0) floating holidays in their first calendar year of employment.
- 3) Employees who have worked less than six (6) months at the time of termination of their employment will not be paid for any accrued floating holidays.

"Floating holidays" will be taken at a time mutually agreeable to the employee and the Employer during the calendar year earned.

Replace Article 10.3(1), 10.3(2) and 10.3(3) with Following Language, provided all Ramsey County bargaining units agree to the same contract language.

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.

ARTICLE 11 VACATIONS

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

<u>Number of Years of Employment</u>	<u>Accrual in Hrs. Per Pay Period</u>	<u>Yrly. Accrual in Hours</u>	<u>Maximum Accrual</u>
Less than 4 years	3.6923	96	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

- 11.3 Vacation choice will be based on the seniority of the employee in the department where applicable by job classification. Seniority for this purpose will be counted from the time the employee entered in the individual department. Senior employees who fail to select a vacation period by March 1st shall be placed at the bottom of the seniority roster for the purpose of vacation selection for that year.
- 11.4 Employees with an accumulation of sick leave credits in excess of one hundred-eighty (180) days (1,440 hours), may convert such excess days to vacation at the rate of two (2) days' sick leave to one (1) day vacation but not to exceed five (5) days in any calendar year.
- 11.5 Adjustments to Initial Vacation Accrual – Credit for Previous Service
- The appointing officer may, at their discretion, recommend to the Director 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 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 12 SICK LEAVE

- 12.1 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 pay period for no more than two (2) consecutive pay periods.
- 12.2 Permanent employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 12.3 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 department head or the Human Resources Department, who may require the employee to furnish a report for an absence of five (5) days or more, or three (3) absences of less than five (5) days 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.
- 12.4 To be eligible for sick leave payment an employee must notify the department head or designee prior to the starting time of their scheduled shift. This notice may be waived if the department head determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. Those employees who misuse sick leave will be subject to a disciplinary action.
- 12.5 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 purposes 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 the parents and siblings of the employee's spouse or person regularly residing in the employee's immediate household. This definition does not include aunts and uncles not regularly residing in the household.
- 12.6 Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness of the employee's spouse, minor children, or 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.
- 12.7 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 the employee's immediate household. This leave must be consecutive and taken within six (6) months of the birth or adoption.
- 12.8 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

ARTICLE 12 – SICK LEAVE (continued)

employee. The three (3) month periods are 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.

- 12.9 Any Permanent or probationary employee who is injured while performing work within the scope of his/her employment for Ramsey County and by reason thereof is rendered incapable of performing their duties, on or after (ratification of contract), 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 12.9, employees shall use their own accumulated sick leave to make up the difference between any Workers' Compensation payment made and eighty percent (80%) of the employee's normal daily wage.

If their recovery is not complete by the end of the period described in paragraph (1) and (2) of Article 12.9, employees may use their own accumulated overtime, vacation or floating holiday to make up the difference between any Workers Compensation payment made and eighty percent (80%) of the employee's normal daily wage. This is a one-time election. If not elected, no comp time, vacation or floating holiday shall be forfeited during the period of incapacity.

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.

- 12.10 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 of leave for the following reasons, as provided in the FMLA:

1. Birth or adoption of the employee's child, or 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, compensatory time, sick leave or other paid time available. Use of paid time must be in

ARTICLE 12 – SICK LEAVE (continued)

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.

- 12.11 Up to twelve weeks 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 FMLA, except when doing so would result in a violation of the FMLA. FMLA time taken under Article 12.10 will count against time allowed under Article 12.11.
- 12.12 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 those 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.
- 12.13 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.
- 12.14 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.
- 12.15 Employees on sick leave with or without pay may not engage in other employment without the written approval of the Employer.
- 12.16 An employee must present a statement from their physician attesting to their fitness to return to work at the request of the Employer.

ARTICLE 13 SEPARATION PAY

- 13.1 Upon separation, eligible employees may choose either Option A or Option B.
- 13.2 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) That any allowance under this rule shall not exceed one-hundred (100) days pay or \$10,000, whichever is least for any one (1) employee.
- 13.3 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 \$10,000: (no exceptions to 20 year requirement)
- \$300 per year for the first 1-10 years of service
 - \$400 per year for years 11-20
 - \$500 per year for years over 20
- 13.4 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.
- 13.5 Separation payment may be deferred to January of the next calendar year if requested in writing by the employee

ARTICLE 14 CALL BACK PAY; ON-CALL PAY

14.1 Any employee who is directed by proper authority in the department to report back to work for emergency work shall be compensated at time and one-half (1-1/2) for all hours worked, or shall receive not less than four (4) hours call back allowance.

14.2 On-Call Pay: 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. Effective the first of the month following ratification of the contract by the Union and Ramsey County, employees directed by proper authority to be on-call shall be compensated at the rate of \$1.00 per hour for the time sent on call. Effective March 15, 2003 employees will be compensated at the rate of \$2.00 per hour for the time spent on call.

ARTICLE 15 SALARY RATES

15.1 Hourly salary rates as of January 1, 1009 shall be as follows:

<u>Title</u>	<u>Entrance Rate</u>	<u>Six-Month Rate</u>
General Repair Worker (RCCC)	19.91	22.12
Refrigeration Engineer	22.03	24.47
Utility Worker (Community Corrections)	22.62	25.13
Utility Worker	21.25	23.61

15.2 Hourly salary rates as of January 1, 2010 shall be as follows:

<u>Title</u>	<u>Entrance Rate</u>	<u>Six-Month Rate</u>
General Repair Worker (RCCC)	20.31	22.56
Refrigeration Engineer	22.47	24.96
Utility Worker (Community Corrections)	23.07	25.63
Utility Worker	21.68	24.08

15.3 Hourly salary rates as of March 1, 2011 shall be as follows:

<u>Title</u>	<u>Entrance Rate</u>	<u>Six-Month Rate</u>
General Repair Worker (RCCC)	20.71	23.01
Refrigeration Engineer	22.92	25.46
Utility Worker (Community Corrections)	23.53	26.14
Utility Worker	22.11	24.56

All general salary increases, as listed in 15.1, 15.2 and 15.3, will be effective the first full pay period following the effective date.

15.4 New employees will work at the entrance rate which is ninety percent (90%) of the six (6) month rate during their probationary period.

15.5 Employees in the above listed classifications who have completed ten (10) years of continuous service with Ramsey County shall receive an additional fifteen cents (.15) per hour.

15.6 Employees in the above listed classifications who have completed twenty (20) years of continuous service with Ramsey County, shall receive an additional 3.5% increase, effective January 1, 1997.

15.7 When moving from a lower classification to a higher classification within the bargaining unit, the employee will not be reduced in pay during the first six (6) months.

15.8 If an employee's personal tools are broken or worn out in the performance of their duties, the Employer shall replace such tools with tools of comparable value.

15.9 Meals: No meals will be provided for members who work in the Property Management Department.

ARTICLE 15 SALARY RATES (Continued)

- 15.10 Deferred Compensation – Effective 7/1/09 Ramsey County will increase the matching contribution to each contributing employee's deferred compensation account from \$15.00 per month to \$20.00 per month. Deferred compensation contributions will be pro-rated for part-time employees.
- 15.11 License Fee – Effective 1/1/06 Ramsey County will pay up to \$20 per year for Class C Engineers License for employees required to maintain such license as a condition of employment.

ARTICLE 16 EDUCATION ALLOWANCE

16.1 Any employee who, in order to improve his/her work performance, take courses which have a direct relationship to his/her work, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment, by his/her department head and the Director of Human Resources. Factors upon which an employee's eligibility depends include the past work record of the employee, his/her service ratings, length of service, the relevancy of the course work to the employee's position, the status of the educational institution and the availability of funds. If the employee leaves the County service within one (1) year after completion of a course taken under this rule, he/she must refund the amount paid by the County. Tuition payments shall be limited to \$750 annually per employee.

ARTICLE 17 INSURANCE

17.1 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.

(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 17 INSURANCE (Continued)

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

17.2 **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 1st 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 1st 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 1st full pay period following the employee's fifteen (15) year employment anniversary date, whichever is later.

Effective the first full pay period in 2011 the County will contribute five hundred twenty dollars

ARTICLE 17 INSURANCE (Continued)

(\$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.

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 1st 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 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

ARTICLE 17 INSURANCE (Continued)

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.

- 17.3 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.
- 17.4 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 18 PART-TIME EMPLOYEES

- 18.1 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.
- 18.2 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.

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

ARTICLE 19 PAID LEAVE PENDING

- 19.1 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 employee will provides 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 20 WORK FORCE

- 20.1 (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 layoff.
- (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 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.

ARTICLE 22 SAVINGS CLAUSE

22.1 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 23 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 1st prior to the anniversary date that it desires to modify or terminate this Agreement. In witness thereof, the parties have caused this Agreement to be executed this day of _____, 20__.

WITNESSES:

RAMSEY COUNTY

Chair, Ramsey County Board of Commissioners

Ramsey County Manager

Approved as to form by:
By:

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #70

Assistant County Attorney

Business Manager

Date _____, 20__.

And:

**MEMORANDUM OF AGREEMENT
Post Termination Health Care Savings Plan (HCSP)**

Ramsey County and IUOE Local 70 agree to the following with regard to Local 70 member participation in the Minnesota State Retirement System (MSRS) Post Retirement Health Care Savings Account:

- Ramsey County, Local 70 and MSRS will cooperate in determining if Local 70 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 70 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 70 members in the HCSP under MSRS; but
- If it is determined that Local 70 member participation in the HCSP meets the acceptance of all required reviewers (in paragraph one) Ramsey County will, at the request of Local 70, establish and administer a payroll deduction for purposes of enrolling Local 70 members in the HCSP under MSRS; and
- Local 70 member contributions to the HCSP will be according to a schedule established by Local 70 after consultation with representatives from MSRS; and
- Ramsey County shall deduct the authorized payroll amount from each members wages or severance pay, and forward this amount to MSRS for investment in the HCSP; and
- It is understood that 100% employee participation and payroll deduction authorization is required for any payroll or severance pay deductions to be made by Ramsey County; and
- It is understood that Ramsey County shall not provide any additional monetary contributions toward or above the employees authorized payroll or severance pay deduction for the HCSP; and
- It is understood that payroll or severance pay deductions, if authorized, shall be made according to a schedule established by the Ramsey County Budgeting and Accounting Department; and,
- It is understood that enrollment of Local 70 members in the MSRS HCSP as outlined in this Memorandum of Agreement shall be at a time that is practical and mutually agreed to by Ramsey County and Local 70.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 2006.

FOR THE COUNTY OF RAMSEY

FOR IUOE Local 70

MEMORANDUM of AGREEMENT

Ramsey County
and
International Union of Operating Engineers, Local 70

Ramsey County (County) and International Union of Operating Engineers, Local 70, 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 is entered into between the County of Ramsey and the International Union of Operating Engineers, Local 70.

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

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

NOW, THEREFORE, the parties agree as follows:

1. Vacation hours advanced under this Memorandum must be used, they cannot be put into the employee's accrued balance.
2. Vacation hours advanced are subject to the same approval provisions as other vacation hours.
3. Vacation hours advanced to an employee must immediately be repaid from future vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If this is not possible, the employee will be required to refund the remaining dollar value to the County.
4. An employee may not have more than 40 vacation hours advanced to him/her at any time.
5. Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Article 11.2 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 70
