# **AGREEMENT**

between

**RAMSEY COUNTY** 

and

LOCAL 151

COUNCIL 5 OF THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

# LOCAL #151 (RAMSEY COUNTY WORKFORCE SOLUTIONS) Contract Index 2025-2027 Contract

ARTICLE	DESCRIPTION	PAGE NUMBER
1	Preamble	1
2	Recognition	2
3	Union Security	3
4	No Strike	4
5	Employer Authority	5
6	Hours of Work	6
7	Part-Time Employees	7
8	Holidays	8
9	Sick Leave	9
10	Vacation	10
11	Separation Pay	11
12	Leaves of Absence	12
13	Wages	13
14	Overtime	14
15	Discipline	15
16	Grievance Procedure	16
17	Seniority	17
18	Work Force	18
19	Insurance	19
20	General Provisions	20
21	Complete Agreement and Waiver of Bargaining	21
22	Term of Agreement	22
APPENDIX	LIST OF MEMORANDA OF AGREEMENT	
	Phased Retirement Option	i.
	PERA  Country wide Labor Management Committee MOA	ii. :::
	Countywide Labor Management Committee MOA  Job Title Maintenance in Bargaining unit- Class & Comp Restructure	iii. iv.

## ARTICLE 1 PREAMBLE

- 1.1 This Agreement entered into by Ramsey County, hereinafter referred to as the Employer, and Local #151 (Ramsey County Workforce Solutions), affiliated with Council 5 and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.
- 1.2 All personnel policies, unless otherwise stated, shall be applied uniformly across the entire bargaining unit.

## ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative for the following job classifications in the Ramsey County Workforce Solutions Office recognized bargaining unit:

**Employment Guidance Services Counselor** 

**Employment Guidance Counselor Senior** 

**Planning Specialist** 

- 2.2 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.3 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification, the parties shall act in accordance with Minnesota Administrative Rules Chapter 5510, Public Employment Labor Relations. Should the law or applicable rules and regulations change, the parties agree to remain compliant with such changes.

## ARTICLE 3 UNION SECURITY

- 3.1 The Employer agrees to deduct the Union dues from the pay of the list of employees within that bargaining unit that is provided to the Employer by the Union. The amounts to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month, after such deductions are made.
- 3.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 3.3 The Employer shall furnish the Union each month a list of new employees hired in positions in the Bargaining Unit and the Employer shall further provide the Union with the statutorily required reports.
- 3.4 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Political Action Committee as directed by the Union to the Employer.
- 3.5 The Employer must allow the Union to meet with newly hired bargaining unit members in accordance with Minnesota Statute 179A.07, subd. 9.

## ARTICLE 4 NO STRIKE

- 4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this Article, the County will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to their full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.
- 4.2 No lockout shall be instituted by the Employer and/or its appointing authorities during the term of this contract.

## ARTICLE 5 EMPLOYER AUTHORITY

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

## ARTICLE 6 HOURS OF WORK

- 6.1 This Article is intended only to define the normal hours of work to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 6.2 Except as modified by this Agreement, work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 6.3 The normal work schedule for employees working the five (5) day week shall be five (5) eight (8) hour days Monday through Friday and two (2) days off duty. Employees shall be given a forty-five (45) minute meal break. The regular hours of work each day shall be consecutive between 6:30 a.m. and 6:30 p.m. All employee work schedules shall provide for a fifteen (15) minute rest period in the first and second half of an eight-hour (8) shift. The rest period shall be scheduled as necessary for the operation of the unit.
- 6.4 Employees may request alternative work schedules as described in department policy (Ramsey County Job Training Policy Memo #94-23: Alternative Work Schedule Policy [attached]).

#### ARTICLE 7 PART-TIME EMPLOYEES

- 7.1 Part-time employees with provisional, probationary or permanent status shall be eligible to earn all employee benefits as described in Article 12 Leaves of Absence and Article 13 Wages on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each pay period and are assigned a regular work schedule, as opposed to being subject to call or to work when available.
- 7.2 Part-time employees with provisional, probationary or permanent status shall be eligible for the County pro rata insurance program if such employees work not less than forty (40) hours per pay period. These employees shall be eligible for the County contribution towards insurance benefits on a pro rata basis based on average paid hours per pay period, with determination made each following six-month period. Employees whose average paid hours are at least fifty percent (50%) but less than seventy five percent (75%) 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 (60) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees.
- 7.3 An intermittent employee is defined as a person with permanent or probationary status not working a regular work schedule (e.g. on call). As established by the County Board (Resolution 2014-262) there is an Initial Measurement period of 12 months (new hires), and Standard Measurement Period of 12 months (current employees) for Intermittent employees to determine if they meet the ACA full-time standard of at least 30 hours per week; an Administrative Period of not more than 60 days to assess hours worked during the measurement period and enroll those who qualify as full-time and choose to elect coverage; and a Stability Period with 12 months medical insurance for those who elect coverage, provided they remain employed with the County. The County will offer single/family medical insurance to Intermittent employees who meet the ACA full-time standard of at least 30 hours per week as provided in this section, with the same County contribution provided to Regular Permanent employees.

#### ARTICLE 8 HOLIDAYS

- 8.1 Employees for whom a holiday is a scheduled day of work shall be paid at their regular rate of pay for work performed on the holiday and be granted an alternative day off. Provisional, probationary and permanent employees are eligible for holidays as described in this Article, except as described in Article 8.4. Employees who are required to work at least five (5) hours of an eight (8) hour shift on Christmas Day, December 25th, or New Year's Day, January 1st, shall be credited with sixteen (16) additional hours which shall be compensated by pay or compensatory time off at the discretion of the department head. No other overtime or differential pay shall be earned when this provision is in effect.
- 8.2 Holidays are defined as:

New Year's Day January 1st

Martin Luther King's Birthday The third Monday in January

Presidents' Day

The third Monday in February

Memorial Day

The last Monday in May

Juneteenth June 19th Independence Day July 4th

Labor Day The first Monday in September

Veterans Day November 11th

Thanksgiving Day

The fourth Thursday in November
Thanksgiving Friday

The Friday after Thanksgiving

Christmas Day December 25th
Floating Holiday Two days each year

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

- 8.3 When New Year's Day, Juneteenth, Independence Day, Christmas Day or Veterans Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Juneteenth, Independence Day, Christmas Day or Veterans Day falls on Saturday, the preceding day shall be a holiday.
- 8.4 Every employee with probationary or permanent status shall be eligible for "floating holidays" based on the following:
  - 1) Employees shall be entitled to up to sixteen (16) hours per year.
  - 2) Any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee annually on the pay period including June 30.
  - 3) Effective January 1, 2022, full-time and part-time employees shall receive sixteen (16) hours of floating holiday annually on the first full pay period following the pay period including June 30, prorated for part-time employees.
  - 4) Probationary employees will not be paid for unused floating holiday(s) hours if employment terminates.
  - 5) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.

# ARTICLE 8 HOLIDAYS (Continued)

8.5 On those occasions when holidays fall during the workweek Monday through Friday, employees working the four (4) day week, ten (10) hour day schedule (or other flexible schedules) will for that week, work an eight (8) hour per day schedule and receive the holiday as scheduled for that week in the same manner as employees working the regular schedule of hours and days per week, unless otherwise provided by department work schedules.

#### ARTICLE 9 SICK LEAVE

- 9.1 Each full-time provisional, probationary and permanent employee shall earn sick leave at the rate of 4.6154 hours for each pay period. Sick leave accrual will be based on actual hours on paid status in a pay period and will be prorated for full-time provisional, probationary, and permanent employees who work less than 80 hours 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.
- 9.2 Permanent, regularly scheduled employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 9.3 The Employer and the Union agree that Sick Leave shall comply with or exceed the Minnesota Earned Safe and Sick Time Law (Minn. Stat. 181.9448), and may be authorized for the following reasons with the limitations as specified:
  - (1) For illness or injury, dental or medical care for the employee or their family members as defined in Minnesota Earned Safe and Sick Time Law (Minn. Stat. 181.9445). Sick leave usage shall be subject to approval and verification by the department head, who may require the employee to furnish reasonable documentation after three consecutive absences from a scheduled workday.
  - (2) An employee may use sick leave for the closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency except as provide in Minnesota Statute 181.9447, Subd. 12.
  - (3) An employee may use sick leave for safety leave for assistance to themselves or their relatives as described in paragraph (2). For the purpose of this paragraph, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking, pursuant to Minn. Stat. 181.9447.
  - (4) Sick leave not to exceed one hundred-sixty (160) 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 twelve (12) months of the birth or adoption.
  - (5) Pregnant employees shall be eligible for the use of paid and unpaid sick leave in the same manner as any other disabled or ill employee. Such sick leave eligibility shall begin upon certification through reasonable documentation that due to pregnancy, the employee is disabled in terms of their ability to perform the duties of their position. Such employee shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or disabled employee during the remaining period of pregnancy and until such time as the employee is certified able to return to work by a healthcare professional.

## **ARTICLE 9 SICK LEAVE** (Continued)

- (6) In the event a pregnant employee elects to resign their employment because of pregnancy, such employee will be paid for accumulated sick leave up to but not exceeding one-hundred-twenty (120) hours.
- (7) Sick leave not to exceed eighty (80) hours may be utilized to make arrangements or attend funeral services or memorial or address financial or legal matters that arise after the death of an employee's family member as defined in paragraph (1).
- 9.4 To be eligible for sick leave payment, the employee will notify the Employer or designee in advance when the sick leave is foreseeable, but if it is not foreseeable, as soon as practicable. An employee cannot be required to seek or find a replacement worker to cover the sick leave hours used by the employee as a condition of the employe's use of sick leave.
- 9.5 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1-March 31; April 1-June 30; July 1-September 30; October 1-December 31. Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee, on a pro-rated basis, based on hours worked for the three (3) month period. The three (3) month periods shall be the same as identified in the preceding paragraph.
- 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 eighty (80) hours when the employee begins an unpaid medical leave, provided the employee has a bank of paid sick leave hours remaining after satisfying the elimination period.
  - 1. An employee with a paid sick leave bank of eighty (80) hours or less after satisfying the elimination period for either short- or long-term disability may elect to retain either all or none of their remaining sick leave bank.
  - 2. If the employee elects to retain a sick leave bank, the employee may not use any time from that bank until the employee returns from unpaid medical leave.
  - 3. If the employee does not return from unpaid medical leave, the time retained in the employee's sick leave bank will be lost to the employee, such that the employee will receive no compensation for the retained sick leave.

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

9.7 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

## **ARTICLE 9 SICK LEAVE** (Continued)

acquired under this Agreement.

- 9.8 Employees on sick leave with or without pay may not engage in other employment without the written approval of the Employer.
- 9.9 An employee must present a statement from a healthcare professional attesting to their fitness to return to work at the request of the Employer.
- 9.10 Should illness occur while an employee is on vacation the period of illness may be charged to sick leave and the charge to vacation reduced accordingly. An employee requesting such a change may be required to submit a written statement from a healthcare professional attesting to the illness and the period of disability.
- 9.11 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties, on or after January 1, 2000, shall upon approval by Human Resources, be granted sick leave for each work day up to a maximum of one hundred and thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave they have accumulated. This additional sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and one hundred percent (100%) of the employees' normal daily wage.

If their recovery is not complete by the end of the period described in paragraph (1) of Article 9.13, employees shall use their own accumulated sick leave to make up the difference between any Workers' Compensation payment made and one hundred percent (100%) of the employee's normal daily wage.

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

In no event shall this section be construed or operate to permit an employee to receive a combined wage and Workers' Compensation payment exceeding 100% of the employee's normal daily wage.

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

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

#### ARTICLE 10 VACATION

- 10.1 Vacations shall be granted at the time requested by the employee. Requests may be submitted up to one year in advance and shall be in writing. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater departmental seniority shall be given their choice of vacation period. A written response approving or denying vacation requests will be provided. If the request is denied, the employee will be notified in writing of the reason for the denial.
- 10.2 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation used shall be reduced one work day.
- 10.3 Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking their vacation, shall be compensated in cash for the unused vacation they have accumulated at the time of separation.
- 10.4 Employees with an accumulation of sick leave credits in excess of one-hundred-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 forty (40) hours in any calendar year.
- 10.5 Each provisional, probationary and permanent employee shall be granted vacation with pay for each full month of actual service rendered on the following basis. Vacation accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods.

Number of years	Accrual in hrs.	Yrly. Accrual	Maximum
of Employment	per pay period	in hours/days	Accrual
Less than 4 years	4.6154	120/15	300/37.5
At least 4 years, but			
less than 15 years	6.1538	160/20	400/50
At least 15 years, but			
less than 23 years	6.4615	168/21	420/52.5
23 years or more	7.6923	200/25	500/62.5

- 10.6 Effective January 1, 2022, vacation may be accumulated to a maximum of two and a half times (2.5) the annual vacation earning rate of the employee.
- 10.7 Effective January 1, 2022, any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on the pay period including June 30 of each year.
- 10.8 Vacation may be used in units of one-quarter (1/4) hour.
- 10.9 Employees who have successfully completed their initial probationary period may be advanced up to forty-hours (40) of vacation before it is accrued, subject to the following requirements:
  - a) requests for vacation advancement are subject to the same approval provisions as other vacation

## **ARTICLE 10 VACATION** (Continued)

requests;

- b) advanced vacation may not be placed in the employee's accrued vacation balance;
- c) advanced vacation hours must be immediately repaid from future vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If there are not sufficient funds, the employee will be required to repay the County the value of those hours.
- d) all advanced vacation must be repaid to the County before any future vacation advancement requests will be considered.
- e) An employee may not have more than 40 vacation hours advanced to them at any time.
- f) Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Articles 10.6 and 10.7 continue to apply.
- g) An employee may not donate advanced vacation hours to another employee. An employee may not be required to request that vacation hours be advanced to them, before being eligible to receive donated hours.
- h) Denial of a request for vacation advance may be appealed in writing to the Department Director, with a response in writing to be received within ten (10) working days.

#### 10.10 Adjustments to Initial Vacation Accrual – Credit for Previous Service

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

#### ARTICLE 11 SEPARATION PAY

- 11.1 Upon separation, eligible employees may choose either Option A or Option B.
- Option A Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee, their designated beneficiary, or their estate shall be paid one half (1/2) of all unused accumulated sick leave days provided:
  - (1) That at the time of separation, the employee has at least four hundred and eighty (480) hours of accumulated sick leave to their credit.
  - (2) That at the time of separation from the County service, the employee must have been employed by the County in the classified service for at least ten (10) years prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, layoff, whose position has been abolished, or who was required to retire from service under provisions of a compulsory retirement law.
  - (3) An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay.
  - (4) That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
  - (5) That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.
  - (6) Effective January 1, 2025, the maximum allowance shall not exceed \$15,000 for any one employee.
- 11.3 Option B Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee with at least twenty (20) years (41,600 hours) of service, their designated beneficiary, or their estate shall be paid according to the schedule below, to a maximum of \$7,000 effective January 1, 2008. An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay: (no exceptions to 20-year requirement)

Effective January 1, 2008: \$210 per year for the first 1-10 years of service

\$280 per year for years 11-20 \$350 per year for years over 20

11.4 That no classified employee who is on a leave of absence to accept a position in the exempt service of the County shall be eligible for separation pay until their employment is finally terminated.

#### ARTICLE 12 LEAVES OF ABSENCE

- 12.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after thirty (30) days' service with the Employer.
- 12.2 Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Employer or designee. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by the Employer or designee, and it shall be in writing.
- 12.3 A request for a leave shall be answered within ten (10) work days.
- 12.4 In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position if the leave is for sixty (60) days or less and to their classification if the leave is in excess of sixty (60) days.
- 12.5 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the Employer except those paid for duty on the employee's normal day off and those paid for meals and mileage. Any hours not on jury duty shall be worked. The Employer will make an effort to accommodate the schedules of employees called for jury duty.
- 12.6 Personal Leave. Leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed not to exceed a total leave of twelve (12) months.
- 12.7 Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union be granted a leave of absence without pay.
- Paid Parental Leave. Effective 1/1/25, the County will provide eight (8) weeks of paid parental leave (prorated for part-time employees) for the birth, adoption, or foster placement of a child in the employee's home. This 8 weeks of paid parental leave program (pro-rated for part-time employees) will continue until a state parental leave program is in effect, at which point this provision will sunset. Paid parental leave shall be utilized within six (6) months following the birth or adoption of a child (or children). Paid parental leave must be exhausted prior to using unpaid leave time.
- 12.9 Either parent adopting a child or the spouse of the person having a child shall be granted a personal leave, not to exceed six (6) months, at the request of the employee. Employees under this provision shall not be eligible for paid sick leave during the period of leave.
- 12.10 Educational leaves of absence may be granted for a maximum of two (2) years.
- 12.11 Employees placed on leave with pay pending an investigation as provided under Rule 26.5 of the Ramsey

  County Personnel Rules, shall be instructed by the employer regarding the employer's requirements for the employee's availability, and the employee will provide the employer with a means of contacting the

## **ARTICLE 12 LEAVES OF ABSENCE** (Continued)

employee by phone or other technology that provides same day telephone access within two business hours and in person access within one business day during the investigation.

- 12.12 Neither benefits nor salary increases shall be earned by employees while on a leave of absence without pay.

  Employees returning to work after leave without pay will be paid at the same salary step held at the time the leave began.
- 12.13 Employees granted a leave of absence under this Article shall, upon re-employment, retain promotion rights or time earned toward those rights.
- 12.14 Employees meeting the eligibility requirements of the Family & Medical Leave Act (FMLA) may take up to twelve (12) weeks of leave within any twelve (12) month period, for the following reasons, as provided in the FMLA:
  - 1. Birth or adoption of the employee's child.
  - 2. To care for the employee's spouse, child or parent who has a serious medical condition.
  - 3. A serious medical condition rendering the employee unable to perform their job.

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

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

"Child" under this section shall be defined as "son or daughter" as defined in the Family & Medical Leave Act. This definition is: a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18, or older and incapable of self-care because of a mental or physical disability.

- 12.15 Up to twelve (12) weeks of unpaid leave shall be granted to an employee to care for a person regularly residing in the employee's immediate household, who is not the employee's spouse, child or parent, and who has a serious medical condition. This leave will be administered as if it were FMLA, except when doing so would result in a violation of the Family & Medical Leave Act. FMLA time taken under Article 12.15 will count against time allowed under Article 12.16.
- 12.16 An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted an unpaid leave of absence for a period not to exceed two (2) years. Employees will return at the same seniority in the salary schedule, will retain promotion rights and will earn vacation schedule seniority for leave under this paragraph. When there are fewer than three (3) months between periods of leave of absence under this section for the same illness or accident, the periods of absence will be added together to determine the length of leave that may not exceed two (2) years, except that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving Workers' Compensation.

## **ARTICLE 12 LEAVES OF ABSENCE** (Continued)

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.

- 12.17 An employee who is granted a leave of absence without pay for illness or disability shall be accorded an 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.

#### ARTICLE 13 WAGES

13.1 Wage Schedule – 2025-2027.

#### 2025:

- o 3.0% wage increase effective the first full pay period following January 1, 2025.
- Employees shall progress through the wage schedule per the applicable salary plan in 2025.
- Job classification as identified on Addendum A will be consolidated and regarded as part of the countywide classification and compensation modernization.

#### 2026:

- 3.5% wage increase effective the first full pay period following January 1, 2026.
- Employees shall progress through the wage schedule per the applicable salary plan in 2026.
- Effective January 1, 2026, all salary plans containing steps that require four (4) or more years
   between progression shall reduce the progression by two (2) years not to result in more than two (2)
   years between steps. No change to steps that require less than two (2) years between progression.

#### • **2027**:

- 4.5% wage increase effective the first full pay period following January 1, 2027.
- Employees shall progress through the wage schedule per the applicable salary plan in 2027.
- 13.2 When any classification not listed in 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 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.
- 13.3 Comparable Worth If the County is found to be out of compliance with the Minnesota Pay Equity Act, the County agrees to reopen the collective bargaining agreement for the purpose of negotiating pay equity adjustments.
- 13.4 All full-time employees or part-time employees receiving pro rata benefits, who work as part of their regular schedule on a shift which includes time between 6 p.m. and 6 a.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 7% (seven percent) of the first step in the salary range established for the classification. This differential will not be paid where such work constitutes overtime under the provisions of the Agreement. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves.
- 13.5 Saturday-Sunday Differential. Effective the first full pay period following January 1, 2022, all full-time employees, or part-time employees receiving pro rata benefits, required to work on Saturday or Sunday as

  1/1/2025 12/31/2027

   13a AFSCME #151 (Workforce Solutions)

## ARTICLE 13 WAGES (Continued)

part of their regular schedule shall be compensated at the rate of one dollar (\$1.00) 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 period worked, provided at least five (5) hours of the period worked fall on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement.

- 13.6 Call-Back Time. Any employee directed by an authorized person to return to work after their regularly scheduled shift shall be paid for a minimum of four (4) hours. All call-back time will be at the direction of the authorizing person. All call-back time must be authorized by a supervisor regardless of where the work occurs.
- 13.7 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 1/1/2025, employees required to be on–call shall be compensated at the rate of three dollars (\$3.00) per hour for time spent "on-call."
- 13.8 Weather Days or Temporary Unplanned Closures. Under extreme weather conditions or an unplanned emergency event, if the County Manager or designee closes a facility or department and employees are told not to report for work, such days shall be with pay. These additional days with pay shall be granted to employees scheduled to work and those that would have normally reported for work. Payment for such days shall be limited to two days per calendar year.
- 13.9 Employees assigned temporarily to a position in a higher classification for a period exceeding five (5) consecutive work days shall be paid for the entire period at the rate appropriate to the assignment.

  Employees who are assigned to a position in a higher class on a recurring schedule, e.g., two (2) days per week, shall earn this higher rate after a minimum of five (5) days worked at the higher class. The rate of pay will be set in the same manner followed for regular promotions.
- 13.10 Promotion in the career development classes, after having met the minimum qualifications of the higher class, will be based on satisfactory performance as determined by the department.
- 13.11 Changes in salary shall be effective on the date of eligibility.
- 13.12 Mileage and Parking Employees will be reimbursed for work related mileage and parking as follows:
  - (1) Mileage Rates The mileage rate shall be the maximum allowed by the Internal Revenue Service. If the IRS rate should change during the term of the contract, the contract rate shall change also on the date specified by the IRS.
  - (2) Commuting- Depending on their primary worksite designation, employees will either be provided with free parking by the employer or be provided a monthly parking allowance. Parking allowance eligibility is determined in accordance with the Ramsey County Commuting Policy, Administrative Policy Manual, Chapter 2, Section 5, Policy 6. Parking allowance amounts are based on the

## ARTICLE 13 WAGES (Continued)

employee's flexible workplace designation as determined by the employer and described in the Ramsey County Flexible Workplace

Other Parking - All necessary out-of-pocket parking expenses incurred while conducting County business away from the regular work site will be reimbursed in full with a receipt or other appropriate documentation up to a maximum of ninety-five dollars (\$95.00) per month.

13.13 Effective the first full pay period following 1/1/2022 the Employer will provide a matching contribution directly to the employee's deferred compensation plan provider of a maximum of \$35 per month or \$420.00 annual maximum, per contributing employee, provided the employee makes a minimum contribution of \$10.00 per month. This contribution will be prorated based on regular hours worked. In the event an employee contributes to more than one deferred compensation plan provider offered by the county, the employer contribution shall only be made to a single plan and will default to the plan that the employee contributes a greater amount to. In the event the employee contributes equally to the plan providers, the employer contribution will default to the MSRS administered plan.

#### ARTICLE 14 OVERTIME

- 14.1 Exempt employees shall not qualify to earn overtime payment except in unusual circumstances. Under such circumstances, the County Manager may approve overtime at a straight-time rate for employees who have been assigned to work hours in excess of their regular schedule. With prior approval from the County Manager exempt employees may also be allowed to earn overtime at the rate of time and one-half (1 and 1/2). Circumstances under which overtime may be earned at the time and one-half (1 and 1/2) rate include, but are not limited to:
  - (a) circumstances in which the proposed overtime compensation is necessary based on established community practice.
  - (b) circumstances which constitute a state of emergency as determined by the County Manager. The County Manager's approval shall be contingent upon receipt of appropriate evidence from the department head, documenting the circumstances which warrant overtime payment at the time and one-half (1 and 1/2) rate.
- 14.2 Full-time and part-time exempt employees will accrue compensatory time at the rate of one hour for every hour worked as below:
  - (a) Full-time exempt employees every hour worked in excess of eighty (80) hours in a pay period.
  - (b) Part-time exempt employees every hour worked beyond their normal scheduled hours.
- 14.3 Exempt employees may not accumulate and carry on the books more than forty (40) hours of unused compensatory time. Once an employee has accumulated forty (40) hours of unused compensatory time on the books that employee may be required to take sufficient time off to reduce below 40 hours in the next six (6) months.
- 14.4 All employees may flex their work schedule to accommodate periods of unusual work loads. When external forces require individuals to work in excess of eighty hours in a pay period, or beyond the normal work schedule the practice of flexing work schedules is intended to provide a way to offset excess time worked with an equivalent amount of time off.
- 14.5 The purpose for flexing work schedules is to recognize that non-work time lost due to demands should be regained in future pay periods. It is not intended and should not be seen as a way to create additional vacation time by putting in more hours.
- 14.6 Overtime will be calculated to the nearest fifteen (15) minutes.

#### ARTICLE 15 DISCIPLINE

- 15.1 Prior to disciplining an employee, the employer should make effort to work with the employee in an attempt to actualize appropriate behavior and/or optimal performance by utilizing training, familiarizing of countywide and department policies, or performance improvement plans.
- Discipline shall be only for Just Cause, provided in writing including the reason(s) therefore, effective date, generally in the following order, and in the form of:
  - Written reprimand
  - Suspension
  - Reduction or demotion
  - Discharge
- 15.3 The Employer shall not administer discipline unless the employee has had an opportunity to have a representative of the Union present.
- 15.4 Investigation. Employees may be afforded union representation when the employee is the subject of an investigation; that right shall be offered to employees upon notice of the investigation. It, in the course of an investigation, it is reasonably believed that disciplinary action may be taken against an employee, the employee will be given an opportunity to have a union representative present before the Employer proceeds to further question the employee regarding the matter. It is the employee's responsibility to secure union representation.
- 15.5 Written Reprimand. Written reprimands will become part of an employee's personnel file. The employee will receive a copy of such reprimand.
- 15.6 Limited Retention. Upon agreement between the union and management, a written reprimand will be removed from an employee's personnel file provided that (1) no further disciplinary action has been taken against the employee for same or similar infractions six (6) months to one (1) year as agreed to from the date of written reprimand and (2) the employee submits a request for removal. Such request to remove a document from a personnel file under this section shall not be placed in the file. Materials removed pursuant to this section shall be provided to the employee. Removal of written reprimands shall be subject to the county's retention records and any applicable federal and state laws.
- Loudermill. In the event of a reduction, demotion, suspension, or discharge, the employee shall be offered a Loudermill meeting for an opportunity to hear an explanation of the evidence against them, to present their side of the story, and shall be informed of the right to have a representative, which may be a union representative, at such meeting. The employee shall remain in pay status and disciplinary action shall not become effective during that period when the meeting may occur. However, if the employee was not in pay status at the time of the notice of discharge for other reasons, the requirement to be in pay status shall not apply.

# **ARTICLE 15 DISCIPLINE** (Continued)

15.8 Disciplinary Grievance Procedure. An employee receiving discipline may submit the disciplinary action to the grievance procedure beginning at Step 2 pursuant to Article 16 Grievance Procedure, or appeal the disciplinary action through the non-bargaining grievance procedures provided under the Ramsey County Personnel Act and Personnel Rules. An employee may not use more than one of these procedures in appealing a disciplinary action.

#### ARTICLE 16 GRIEVANCE PROCEDURE

- 16.1 Definition of Grievance A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. An employee has the right to proceed under non-contractual remedies in the County Personnel Act and Rules and Veterans Preference Act. An employee may not employ both the grievance procedures under this Article and non-contractual remedies for the same grievance.
- Organization Representatives The County will recognize representatives designated by the Union as the representative or steward of the bargaining unit having the duties and responsibilities established by this Article. A list of union representatives or stewards will be provided to Labor Relations in Human Resources at least annually or in the event there are changes in representatives.
- 16.3 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's union representative or steward, if an employee, shall be allowed a reasonable amount of time without loss in pay, to investigate a grievance, and present grievances to the County during normal working hours provided the employee and the employee union steward have notified the designated supervisor.
- 16.4 Grievance Procedure Grievances shall be processed in the following manner:
  - Step 1. The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within five (5) work days.
  - Step 2. If the grievance is not settled in Step 1, it shall be referred in writing by the union representative or steward to the department head or designee within ten (10) working days after the designated supervisor's answer in Step 1. The department head or designee shall discuss the grievance within ten (10) work days with the employee and the Union representative or steward 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 the Union. If no settlement is reached, the department head or designee shall give a written answer to the Union within ten (10) work days following their meeting.

    Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources or designee within ten (10) work days after the department head or designee's answer in Step 2. A meeting between the Director of Human Resources or designee, the department head or designee, the employee, and the Union shall be held ten (10) work days following the Union request for a Step 3 meeting, at a time mutually agreeable to the parties. At this meeting

## **ARTICLE 16 GRIEVANCE PROCEDURE** (Continued)

all pertinent facts shall be presented by the 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) work days following the meeting.

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

- (a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific 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's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- (c) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the County and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.
- 16.5 Waiver If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits or any agreed to extension, the grievance should be considered settled on the basis of the Union's requested relief. The time limit in each step may be extended by mutual written agreement of the County and the employee Union in each step. The term "days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays.
- 16.6 Grievance Representative Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.
- 16.7 Records All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

#### ARTICLE 17 SENIORITY

- 17.1 Seniority means an employee's length of continuous service by classification and from their date of hire to the Ramsey County Workforce Solutions Department.
- 17.2 Department seniority means an employee's length of continuous service from their date of hire with the Ramsey County Workforce Solutions Department.
- 17.3 Classification Seniority. Classification seniority is defined as the length of continuous service in a specific job classification within any AFSCME bargaining unit to which the classification is common. Employment Guidance Counselor 1, 2 and 3 will be considered to be one classification for purposes of this Article. When an employee returns to a previously held classification or exercises bumping rights under Article 18.2, classification seniority in the class to which the employee has bumped shall include seniority in all non-supervisory equal or higher classifications in which the employee has served.
- 17.4 In the event there is a tie in classification seniority it shall be broken in the following manner:
  - (1) Continuous time within the County.
  - (2) Random selection agreed to by the Union.
- On March 1st the Employer shall establish a bargaining unit seniority list showing the continuous service of each employee by classification. There shall be a separate list for intermittent employees. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced. A copy of the seniority lists shall be furnished to the Union when it is posted.
- 17.6 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- 17.7 An employee promoted or transferred to a new, equal, or higher classification shall have the option of returning to their former classification if such employee fails probation whether their promotion is within the bargaining unit or to another position of employment provided by the Employer. In addition, during the probationary period, an employee may return to their former classification upon request with the approval of the departments affected.
- 17.8 Employees in classifications combined as a result of restructuring shall retain their seniority from their previous classifications. In the event such an employee is laid off, the bumping language in 18.3 shall apply EXCEPT that a worker reclassified from a lower classification as part of restructuring (i.e. one reclassified from a class with a lower rate of compensation at the first step) shall not be eligible to bump a worker formerly occupying a higher classification, except when both former classifications were part of the same career development ladder/combined seniority list.

The employer shall create a seniority list of all classifications in the bargaining unit as it stood on December 31, 2024, which shall be reviewed for accuracy by the Union within 14 days of receipt, and then maintained as an appendix to this agreement for future reference.

- 17 -

#### ARTICLE 18 WORK FORCE

- Any vacancy or newly created position will be posted in a conspicuous place in the buildings where the employees within the bargaining unit work. Such notice shall be posted for at least five (5) work days prior to the filling of such vacancy or newly created position.
  - Employees excluding intermittent employees, may bid on such vacancy or newly created position by submitting written application prior to the expiration date of the posting.
  - In the selection of employees for such vacancy or newly created position consideration shall be given to classification seniority and the employee's ability and capacity to perform the job. Positions with incumbents which are reclassified shall not be considered vacant or newly created for the purpose of transfer if the incumbent is within one (1) year of meeting the minimum qualifications on the date of reclassification.
- 18.2 a) In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority within the classification, provided all temporary, provisional and intermittent employees, in that classification, in that order, are released first. In the event of a tie, the employer will follow the tie breaker language as written in Article 17.4. Employees shall be permitted to exercise their seniority rights to any classification previously held before being subject to layoff. No permanent position shall be eliminated until all intermittent, temporary and provisional employees in the same classification are released. All career development ladders shall be treated as one classification for the purpose of the application of this Article. If a permanent employee in an AFSCME bargaining unit is laid off, the employee would have the right to a vacant position within the same classification within other AFSCME bargaining units subject to completion of probationary period. No employee's regular hours of work will be reduced as the result of using "free labor". "Free labor" is defined as volunteers, community service people, restitution workers, etc. Employees shall be recalled from layoff 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. b) Employees no longer working for the county will remain eligible for reinstatement from layoff status for a minimum of two years from the date of their layoff. After this initial two-year period, eligibility for reinstatement from layoff shall be extended each year that the employee notifies Human Resources of their continuing interest in reinstatement up to a maximum of ten years. Such notification of continuing interest shall be in writing to the Director of Human Resources and shall be made within 60 days following the anniversary date of the employee's layoff and include a current address and phone number of the employee on layoff. If no notice is received the employee's name will be removed from the recall list and the employee will no longer be eligible for reinstatement. After ten years the laid-off employee's eligibility for reinstatement shall expire.

It is the responsibility of the employee on lay-off to keep a current address and phone number on file in Human Resources any time such contact information changes. Inability to contact the employee caused by

## ARTICLE 18 WORK FORCE (Continued)

the employee's failure to update their address or phone number will result in the employee losing their eligibility for reinstatement.

- 18.3 An employee appointed to a position in another Ramsey County AFSCME bargaining unit or other non-supervisory Ramsey County bargaining unit shall maintain their AFSCME bargaining unit seniority in all job classifications in which the employee has been employed. The employee may return to the bargaining unit and may exercise their AFSCME bargaining unit seniority in any previously held class if subsequently laid off from a position in another Ramsey County AFSCME bargaining unit or other non-supervisory Ramsey County bargaining unit.
- 18.4 If an employee is notified in writing by the employer that they will be laid off, is on layoff or is in a lower class because they exercised their bumping rights under this Article, that employee shall be placed at the employee's request, on a re-employment register for any class for which the employee meets the minimum qualifications. When a requisition is received by the Human Resources Department for a class where the reemployment register contains the names of employees identified by this Article, those employees shall be included with the certification from the eligible register. If a requisition is received by the Human Resources Department for a job class for which there is no current register, employees on a re-employment register for the class under the terms of this Article, will be referred to the appointing officer for consideration. Employees covered by this section will also be eligible for placement through the County's Job Mobility Program for any job class for which the employee meets the minimum qualifications. Eligibility for this benefit shall expire after an employee has been on layoff for two years or when the employee passes probation for a position obtained under this Article.
- 18.5 If the County, or a County department, determines that employees in a specific job classification within a bargaining unit will be laid off, the employer may allow employees in that classification and bargaining unit to volunteer to be laid off, such that less senior employees would be retained. Employees responding to the employer's request for volunteers will be considered in order of their classification seniority within their department. Employees who accept a voluntary layoff will be recalled in order of their classification seniority among those on layoff status. Employees on voluntary layoff may waive reinstatement unless they are the least senior employee in the classification on layoff status.
- 18.6 New employees of the department shall be subject to all provisions of this contract limited only by the following:
  - (1) New employees shall be subject to the following probationary period: Full-time employees shall have a six (6) month probationary period. Part-time and intermittent employees shall have a probationary period of 1,040 hours or one (1) year, whichever comes first.
  - (2) New employees may be assigned duties on such basis as deemed necessary for them to be properly trained for the work they are hired to perform.

# ARTICLE 18 WORK FORCE (Continued)

	LE 16 WORK FORCE (Continueu)	
18.7	Employees appointed outside the bargaining unit shall maintain their seniority in the unit through the end	
	their probationary period.	

#### ARTICLE 19 INSURANCE

19.1 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.)

The following insurance contributions will be maintained for calendar years 2025 and 2026. The Union and the Employer agree to a reopener for the negotiation of premium contributions for the calendar year 2027 if the premium increases are greater than 8.9%.

(1) Medical Insurance:

## 2025 and 2026:

- a. Single— The total premium for single coverage shall be split 95% County / 5% employee.
- b. Employee plus Spouse— The total premium for employee plus spouse coverage shall be split 82% County / 18% employee.
- c. Employee plus Child(ren) The total premium for employee plus child(ren) coverage shall be split 82% County / 18% employee.
- d. Family— The total premium for family coverage shall be split 83% County / 17% employee.

Tier	Employer Contribution %	Employee Contribution %
Employee only (Single)	95%	5%
Employee + Spouse	82%	18%
Employee + child(ren)	82%	18%
Family	83%	17%

For Health Savings Account-eligible plans, the County shall also contribute for those employee participants as follows:

- a. Single—\$60.00 per month toward a health savings account (H.S.A.)
- b. Employee plus Spouse—\$125.00 per month toward a health savings account (H.S.A.)
- c. Employee plus Child(ren) \$125.00 per month toward a health savings account (H.S.A.)
- d. Family— \$125.00 per month toward a health savings account (H.S.A).

Employee only (Single)	\$60/mo (\$720 annual maximum)
Employee + Spouse	\$125/mo (\$1,500annual maximum)
Employee + child(ren)	\$125/mo (\$1,500annual maximum)
Family	\$125/mo (\$1,500annual maximum)

The above contributions apply to the three insurance plans offered in year 2024. Employer contributions are prorated for part-time employees.

The above premium splits and rates will be maintained for the calendar year 2027 unless the 2027 premium rate increase is greater than 8.9%. Should the medical insurance premium increases exceed 8.9% in 2027, the parties agree to a reopener for the negotiation of insurance premium contributions for the calendar year 2027.

## **ARTICLE 19 INSURANCE** (Continued)

Changes will be effective on January 1 of each year.

#### (2) Dental Insurance:

- a. Single The total premium for single coverage shall be split 50% County / 50% employee.
- b. Employee plus Spouse— The total premium for employee plus spouse coverage shall be split 50% County / 50% employee.
- c. Employee plus Child(ren) The total premium for employee plus child(ren) coverage shall be split 50% County / 50% employee.
- d. Family— The total premium for family coverage shall be split 55% County / 45% employee.

The Employer and employee will contribute toward dental insurance premiums as follows:

Tier	Employer Contribution %	Employee contribution %
Employee Only (single)	50%	50%
Employee + Spouse	50%	50%
Employee + Child(ren)	50%	50%
Family	55%	45%

Employer contributions are prorated for part-time employees.

Changes will be effective January 1 of each year.

## (3) Life Insurance:

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

#### (4) Long-Term Disability:

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

## (5) Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers enrollment requirements.

The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, Vision, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

# 19.2 Eligibility

## **ARTICLE 19 INSURANCE** (Continued)

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.

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

Current insurance eligible employees hired between 7/1/92 and 12/31/05 – Current insurance eligible

employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, *or* opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. This was a one time, irrevocable decision. Employees who *did not* make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit. Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP. The County will contribute five hundred twenty-five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1<sup>st</sup> full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty-nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty-four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty-three dollars and twenty cents (\$634.40) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year

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

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

seven hundred thirty-eight dollars and forty cents (\$738.40) per year.

employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to

## **ARTICLE 19 INSURANCE** (Continued)

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

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

The County will contribute five hundred twenty-five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1<sup>st</sup> full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty-nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty-four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty-three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty-eight dollars and forty cents (\$738.40) per year.

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

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

#### **County Contributions**

<u>Early Retiree Contributions</u>: 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.

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

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 \$55.00 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 \$110.00 per month. County contributions are subject to the years of service requirements listed above. All changes effective January 1 each year.

## **ARTICLE 19 INSURANCE** (Continued)

- 19.3 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.
- 19.4 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.
- 19.5 Labor/Management Committee on Insurance: This Committee shall have seventeen (17) members as follows: Three members from AFSCME Council 5; one each from other Ramsey County employee unions (Teamsters Local 320, Operating Engineers Local 49, Operating Engineers Local 70, Law Enforcement Labor Services, Ramsey County Deputy Federation, Ramsey County Supervisors Association, and Technical Employees Association); six members from County administration; and one member selected from among non-represented County employees (employee selected shall be submitted to Council 5, which shall have a right of refusal).

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

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

19.6 The Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave
Program on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn.
Stat. 268B.14.

## ARTICLE 20 GENERAL PROVISIONS

- 20.1 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, age, color, creed, handicap, national origin, parental or marital status, political belief, race religious belief, sexual or affectional preference, gender, receiving public assistance or social services, or because of a previous emotional or mental disturbance. Sexual harassment shall be considered discrimination under this Article.
- 20.2 Union Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards.
- 20.3 The Employer agrees to recognize, upon certification from the Union two (2) stewards.
  - (1) Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances.
  - (2) Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Employer's designee and provided the Union representative does not interfere with the work of employees.
- 20.4 Work Rules. The Employer shall have the right to establish reasonable work rules which shall be equitably and uniformly applied. Any work rules shall be provided in writing to impacted employees ten (10) consecutive work days prior to the effective date. Copies shall, at the same time, also be furnished to Union stewards, and when effective, to all employees covered by the rules. New employees shall be furnished a copy of all work rules when hired. Any complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through discussion by the parties.
- 20.5 All in-service training shall be at the expense of the Employer.
- (1) During the term of this Agreement, the Employer shall not enter into any contract or subcontract any public work performed by the 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 in writing 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. The ninety (90) day notice requirement will not apply to contracting or subcontracting out during emergencies. "Emergency" in this context means either as defined in Article 14.1(b) of the collective bargaining agreement, or as declared by the Ramsey
  - (3) As the result of merger, transfer or reorganization of any department, no employee may be laid off or

County Board of Commissioners under the terms of the Ramsey County Charter, Section 5.03.

## **ARTICLE 20 GENERAL PROVISIONS** (Continued)

- suffer any reduction in classification, pay or seniority except in the single instance where an employee refuses a job assignment consistent with their classification, pay and seniority rights provided by this Agreement.
- Any subject matter placed in the employee's personnel file shall be served upon the employee in writing. Such matters that could be detrimental to the employee shall be a proper subject for the grievance procedure. All materials in an employee's file shall be available for the employee's inspection.
- 20.8 All Union members must attend Union meetings on their own time. If an employee wishes to attend a meeting held during their normal work schedule, they must notify the supervisor.
- Two (2) employees designated by the Union will be invited to join the existing Safety Committee to address mutual safety concerns of employees and the employer. This committee will investigate employee complaints relating to safety and if the problem is confirmed, make recommendations to the department head to resolve the potential risk. If the department head has not responded to the Committee recommendations within 20 work days, the Committee may submit the matter to the County Manager's Office. The County Manager's Office will have 20 work days to respond. Danger to an employee's health or safety is recognized as a defense against discipline for refusal to start work or to continue work, but not as it relates to duties which are part of the job. Employees who have safety concerns may process such concerns through the Safety Committee, but not through the grievance procedures of the collective bargaining agreement.
- 20.10 In the event new technology is introduced changing the skill requirement of any position covered by this Agreement, the Employer will provide training to assist the employee in the affected position to acquire the necessary proficiency in the utilization of the newly-introduced technology.
- 20.11 Education Allowance: Any employee who in order to improve their work performance, takes courses which have a direct relationship to their current or future work or a position they can reasonably hope to advance to, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by their department head. Factors upon which an employee's eligibility depends include the relevancy of the course work to the employee's position, the status of the educational institution and availability of funds, pursuant to the County's Tuition Reimbursement guidelines. Effective 1/1/19, tuition payments shall be limited to four thousand dollars (\$4,000) annually for any one employee. Employees otherwise eligible for a refund shall not submit claims for tuition reimbursement when such tuition has been or shall be paid by a federal plan of "benefits for veterans and service personnel" or by other sources.

## ARTICLE 21 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 21.1 This Agreement shall represent the complete Agreement between the Union and the County.
- 21.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 21.3 Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

#### **ARTICLE 22 TERM OF AGREEMENT**

This Agreement shall be effective as of the first day of January, 2025, and shall remain in full force and effect until the last day of December, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than July 1. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

This Agreement was approved by the Ramsey County Board of Commissioners on December 17, 2024, , Board Resolution B 2024-288, and signed by the parties as dated below.

WITNESSES: Cassy Fogals	03/12/2025	RAMSEY COUNTY <u>Rafael Ortega</u> Rafael Ortega (Mar 13, 2025 15,04 CDT)	03/13/2025
		Chair, Ramsey Count	ty Board of Commissioners 03/13/2025 nager
Approved as to	form by:		
Elisabeth Brady Elisabeth Brady (Mer 13, 2025 0957 CDT)  Assistant County Attorney  Date: 03/13/2025		COUNCIL #5, AMERICOUNTY & MUNICIP  Suzanne Kocurek Suzanne Kocurek (Mar 3, 2025 20:46 CST)  By:	CAN FEDERATION OF STATE, PAL EMPLOYEES03/03/2025
		Peggy Bloomstrand Peggy Bloomstrand (Mar 4, 2025 06:26 CST)	03/04/2025
		Crystal Kreklow (Mar 12, 2025 16:33 CDT)	03/12/2025

# MEMORANDUM OF AGREEMENT PHASED RETIREMENT OPTION

Ramsey County and AFSCME Council 5, representing AFSCME Locals: 8 (General County), 8 (Professional), 8 (Public Health Registered Nurses), 151 (Social Services Department, Financial Assistance Services Department, and the Administrative Division of the Health and Wellness Service Team), 151 (Licensed Practical Nurses), 151 (Workforce Solutions), 707 (Lake Owasso Residence), 1076 (Ramsey County Care Center), and 1935 (Parks & Recreation), (collectively "the Union") agree to the following with respect to the Phased Retirement Option Program (PRO):

- 1. All AFSCME represented employees will be eligible to participate in the PRO Program offered by Ramsey County, as outlined in County Board Resolution 2010-035 (copy attached)
- 2. AFSCME represented employees shall not be released from employment anytime during the first six (6) calendar months of the initial PRO period.

IN WITNESS of	S WHEREOF, The undersigned h , 20	ave caused Memorandum of Agreement to be executed this da
FOR THE COUN	NTY OF RAMSEY 03/12/2025	FOR AFSCME Council 5  Suzanne Kocurek Suzanne Kocurek (Mar 3, 2025 20:46 CST)  03/03/2025
		Peggy Bloomstrand

## Resolution

## ∋oard of

## Rasusey County Commissioners

Presented By: Commissionar Railman Date: January 19, 2010 No. 2010-055

Suggeting and Account Gair Blackstone, Huma Jean Gramling, Human	an Resources
	Page 1 of 2
REAS, Ramsey County t, and	is supportive of employees preparing themselves
REAS, Remsey County	y participates in several PERA program offerings;
Phased Rovrement Op asociation (PERA) whi ver the option to begin	nibus Pension Bill, the Minnesota Legislature ption (PRO) through the Public Employees ich allows PERA Coordinated and Besic members ir receiving a PERA pension without formally the requirements of the PRO; and
tEAS, Each covered er	mployer has sole discretion on offering the PRO;
EAS, There are advanization and employees	ntages of participating in the PRO plen for both the s; and
nditions wili also apply. d employees:	e requirement of reducing work hours, the following to Ramsey County PRO agreements for
es covered by a PRO ovisions of the Bennfill e insurance programs	Agreement with Ramsoy County are; a) not subject is Policies; b) not eligible to participate in County or Health Care Savings Plan (HCSP); and, c) not ultion to deferred compensation.
perd of Commissioners  YEA NAY OTHER  X X X X	Victoria Reinhardt, Cheir By: Benister, Jacktien
	Jean Gramling, Human Jean Gramling, Human REAS, Ramsey County t, and REAS, Remsey County REAS, In the 2009 Ome Phased Retirement Operation (PERA) where the option to beging playment if they most REAS, There are advantization and employee REAS, In addition to the dittons will also apply demployees:  REAS, In addition to the dittons will also apply demployees:  REAS, There are advantization and employees:  REAS, In addition to the dittons will also apply demployees:  REAS, There are advantization and employees:  REAS, In addition to the dittons will also apply demployees:  REAS, There are advantization and employees:  REAS, There are advantization and employees:

## Resolution

## Spard of

## Romsey County Countiestagers

Presented 8	by: <u>Commissioner Rettman</u> Date: <u>January 19, 0010</u> No. <u>2010-035</u>
Attention	Budgeting and Accounting Gall Blackstone, Human Rosources Jean Gramling, Human Resources
	Page 2 of 2
Rules.	yees will receive wages in accordance with Ramsey County Personnal
conse Howev persor d) Persor	quently will not be counted against the department's personnel complement, ver, departments that utilize the PRO must remain within the riauthorized nnel budget.  Annual Rules
Rams	ey County Personne; Rules will apply to employees entering Into a PRO ment.
Now, There	rfore, Be It
Ramsey Sc agreements	OLVED, The Remsey County Board of Commissioners authorizes the curty Human Resources Director, or thoir designee, to enter into PRO sies appropriate and in accordance with PERA requirements, with County for the Juration authorized by the Minnesota Legislature; and be it further
indicate tha subject to th employee in	OtVED, That the Ramsey County benefit policies will be amended to it employees covered by a PRO Agreement with Ramsey County are: a) not no provisions of the Benefits Policies; b) not eligible to participate in County insurance programs or Health Care Savings Plan (HOSP); and, c) not eligible only contribution to coferred compensation, and Be It Further
Membrancu	OLVED, The Human Resources Department is authorized to enter into a um of Agreement for PRO Agreements with individual bargaining units, as unrepresented employees.
Remsey County Teny Bermal Teny Conter Ular McDonough Ivafael Ortega Janice Retimen McTuria Retimen	X Barrie C Jackelen X Chief C erk - County Beard

## MEMORANDUM OF AGREEMENT

## LABOR MANAGEMENT COMMITTEE

This Memorandum of Agreement is made and entered into this 1<sup>st</sup> day of January 2025, by and between the County of Ramsey (hereinafter "County" or "Employer") and AFSCME Council 5, Local 8 General, Local 8 Professional, Local 8 Public Health Registered Nurses, Local 151 Human Services, Local 151 Licensed Practical Nurses, Local 151 Workforce Solutions, Local 707 Lake Owasso Residence, and Local 1935 Parks & Recreation (hereinafter "Union").

WHEREAS, The parties have entered into collective bargaining agreements for the period of January 1, 2025 through December 31, 2027; and

WHEREAS, the County operates on a two-year (biennial) operating budget; and

WHEREAS, the Ramsey County Board of Commissioners approves the county's biennial budget and supplemental budget in December of each year; and

WHEREAS, The parties share a mutual interest in establishing a space for meaningful dialogue regarding areas of mutual concern.

## NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The Employer and the Union agree to establish a countywide Labor Management Committee (LMC).
- 2. The parties will meet twice annually, in Quarter 2 and Quarter 4 of each year, or as mutually agreed upon, at a location or platform acceptable to both parties.
- 3. Representation at these countywide Labor Management Committees will include two bargaining unit-representatives from each of the Ramsey County AFSCME Council 5 bargaining units as well as one representative from each of the five (5) Ramsey County Service Teams, the Chief Human Resources Officer or their designee, and the Chief Financial Officer or their designee.
- 4. The purpose of the countywide Labor Management Committee is to allow the Union opportunity to provide feedback on staffing issues, including but not limited to existing bargaining unit vacancies, recruitment and retention efforts, contracting of temporary employees, subcontractors, limited duration, and current case assignments, both prior to and after the approval of the county budget.
- 5. The Union may make requests for personnel data as provided for under Minnesota State Statute 13.43 Personnel Data, subd. 6 in advance of these meetings and the County will respond within a reasonable period of time.
- 6. Either party may submit specific items in advance of the meeting for inclusion to the agenda.
- 7. If the countywide Labor Management Committee agrees on a recommendation related to the topics outlined in point 4, the Committee shall submit the

- recommendation to the Ramsey County Manager's Office and will receive a response in a timely manner.
- 8. This Agreement will expire at the end of the current CBA unless renewed by written agreement between the parties.

IN WITNESS WHEREOF, The undersigned have caused this Memorandum of Agreement to be executed upon final signatures of the parties, as dated below.

FOR THE COUNTY OF RAMSEY  Cassy Fogale  03/12/2025		FOR AFSCME Council 5 Suzanne Kocurek Suzanne Kocurek (Mar 3, 2025 20:46 CST)  O3/03/2025	
Name	Date	Name <u>Pegay Bloomstr</u> Peggy Bloomstrad (Mar 4, 2025 06	Date 03/04/2025
Name	Date	Name	Date
Name	 Date	Name	 Date

## MEMORANDUM OF AGREEMENT

## Job Title Maintenance in Bargaining Units - Compensation and Classification Restructure

This Memorandum is entered between the County of Ramsey (hereafter "County") and AFSCME Council 5 (hereafter "Union"), jointly referred to as "the parties",

WHEREAS, The parties have entered into a collective bargaining agreement for the period of January 1, 2025 through December 31, 2027; and

WHEREAS, During the 2025-2027 contract negotiations, the parties agreed to collapse certain job titles with multiple levels and to retitle certain job titles through the classification and compensation restructure, which are seen below; and

WHEREAS, The parties agree that although these specific job titles have been collapsed and/or retitled and that the titles that have been collapsed or retitled will not be active titles effective 1/1/25, these specific job titles will still be considered a part of their AFSCME bargaining units as they were prior to the collapse and/or retitle of that job title; and

WHEREAS, The parties agree that if this job title becomes active in subsequent years in the corresponding departments as they were prior to the collapse and/or retitle of the job titles, the job titles will remain a part of the corresponding AFSCME bargaining unit.

NOW, THEREFORE, the parties agree to the following terms and conditions of this MOA as set forth below:

- 1. The job titles in Addendum A are the titles in the AFSCME bargaining units that have been collapsed and/or retitled through the classification and compensation restructure, and beginning on January 1, 2025, these titles will no longer be in use.
- 2. If the titles in Addendum A are used again in the future and they maintain the same community of interest with the corresponding AFSCME bargaining unit, these titles will be titles represented by AFSCME Council 5 by the same bargaining unit they were in prior to the 2025 classification and compensation restructure.
- 3. The pilot will be effective on January 1, 2025.
- 4. Nothing herein modifies the employer's rights in Article 5 (management rights) or any other article of the Collective Bargaining Agreement.

Cassy Fogale	03/12/2025
Ramsey County	Date
Peggy Bloomstrand Peggy Bloomstrand (Mar 4, 2025 06:26 CST)	03/04/2025
AFSCME Council 5	Date

#### Addendum A

Public Health Licensed Practitioner Nurse 1 Licensed Practical Nurse- Correctional Health Public Health Licensed Practical Nurse 2 Employment Guidance Counselor 1 Employment Guidance Counselor 2 Employment Guidance Counselor 3

Planning Specialist 1 Planning Specialist 2 Right-of-Way Specialist

Social Worker 1 Social Worker 2 Social Worker 3 Account Specialist 1 Account Specialist 2

Clerk 1
Clerk Typist 1
Clerk 2
Clerk Typist 2
Clerk 3
Secretary 1
Clerk Typist 3
Secretary 2

Administrative Secretary 1

Clerk 4

Administrative Secretary 2

Case Aide 1 Case Aide 2

Janitor/Building Guard Elections Administrator 1

Employment Guidance Counselor Aide 1 Employment Guidance Counselor Aide 2

Library Page

Clerk Typist 2- Library Clerk Typist 3- Library Library Associate 1 Library Associate 2

Support Enforcement Agent 1

Support Enforcement Agent 1- Hmong Support Enforcement Agent 1- Karen Support Enforcement Agent 1 Somali Support Enforcement Agent 1- Spanish

Support Enforcement Agent 2

Support Enforcement Agent 2- Karen Support Enforcement Agent 2- Somali Support Enforcement Agent 2- Spanish

Tax Clerk 1 Tax Clerk 2

WIC Peer Breastfeeding Counselor-Hmong Spkg WIC Peer Breastfeeding Counselor-Karen Spkg WIC Peer Breastfeeding Counselor-Somali Spkg WIC Peer Breastfeeding Counselor-Spanish Spkg

Administrative Assistant 4 Administrative Assistant 3 Administrative Assistant 1 Administrative Assistant 2 Elections Administrator 2

Health Education Program Asst.- ASL

Health Education Program Asst.- Hmong Spkg Health Education Program Asst.- Karen Spkg Health Education Program Asst. – Somali Spkg Health Education Program Asst.- Spanish Spkg

HR Bnfts/Claims/Trans Spclst 1
HR Bnfts/Claims/Trans Spclst 2

Paralegal 1

Prop Descr & GIS Tech 1
Prop Descr & GIS Tech 2

Paralegal 2 Paralegal 3

Suppt Enforcement Agent 3
Welfare Fraud Investigator 1
Welfare Fraud Investigator 2
WIC Nutrit Ed Trainee- Karen
WIC Nutrit Ed Trainee-Spanish
WIC Nutrit Ed Trainee- ASL
WIC Nutrit Ed Trainee- Hmong
WIC Nutrit Ed Trainee- Somali
WIC Nutrition Educator- ASL
WIC Nutrition Educator- Karen
WIC Nutrition Educator- Hmong
WIC Nutrition Educator- Somali
WIC Nutrition Educator- Somali
WIC Nutrition Educator- Spanish

General Repair Worker
Parks and Recreation Aide 1
Parks and Recreation Aide 2

Support Enforcement Agent 2- Hmong Maintenance & Operations Worker 1

Detoxification Aide Identification Technician

Accountant 1 Auto Driver

Accountant 2 Community Services Officer- SE Asian
Case Aide 3 Community Services Officer- Somali
Financial Worker Specialist Community Service Officer- Spanish

Financial Worker 1 Dental Assistant Financial Worker 2 Dental Hygienist

Employment Guidance Counselor 1 Elections & Voter Registration Clerk
Employment Guidance Counselor 2 Elections & Voter Registration Specialist
Employment Guidance Counselor 3 Info Services Customer Service Specialist 1 & 2

Management Analyst 1

Management Analyst 2

Management Analyst 3

Management Analyst 3

Management Analyst 4

Contract Manager

Language Interpreter- Hmong

Language Interpreter- Spanish

Language Interpreter- Vietnamese

Microfilm Operator & Clerk

Custodial Worker 1 Personnel Clerk

Residential Counselor 1 Personnel Transactions Assistant
Residential Counselor 2 Real Estate Appraiser 3 Real Estate Appraiser 3 (Appeals)

Sexual Offense Services Program Assistant Administrative Planning Assistant-WFS\*\*