

AGREEMENT

between

RAMSEY COUNTY

And

COUNCIL 5, LOCAL 1935 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

RAMSEY COUNTY EMPLOYEES FEDERATION - LOCAL #1935 AFSCME
2025-2027 Contract

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ARTICLE 1 PREAMBLE

- 1.1 This Agreement entered into by Ramsey County, hereinafter referred to as the Employer, and Ramsey County Employees Federation Local #1935, affiliated with Council 5 and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.
- 1.2 All Personnel policies provided by this contract, unless otherwise stated, shall be applied uniformly across the entire bargaining unit.

ARTICLE 2 RECOGNITION

- 2.1 The County recognizes the Union as the exclusive representative for the following job classifications in the recognized bargaining unit:
- Equipment Operator (Recreation)
 - General Repair Worker
 - Maintenance & Operations Worker ~~1~~
 - ~~Maintenance & Operations Worker 2~~
 - Maintenance & Service Worker
 - Naturalist Aide
 - Parks & Recreation Aide ~~1~~
 - ~~Parks & Recreation Aide 2~~
 - Purchasing & Equipment Specialist-Parks
- 2.2 The County shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.3 Neither the Union nor the County shall discriminate against any employee because of Union membership or non-membership, nor because of age, race, creed, sex, color, religious belief, handicap or political belief.
- 2.4 Any new job created by the Human Resources Department to be in our bargaining unit shall have a new title not found in any other County department. The County will furnish the job title, wage scale, job specifications and work requirements to the Union with sufficient time to allow for acceptance of the salary rate and for bargaining unit members to apply for the job. In the event the Union does not agree that the rate of pay is proper, the Union shall have the right to submit the issue as a grievance at Step #4 of the grievance procedure.
- 2.5 All new jobs under this contract will be filled by promotion from within the bargaining unit. In the event that no full-time employees qualify for the job, the job title will be open to anyone outside the bargaining unit.
- 2.6 All new jobs and promotions will be posted via County e-mail.
- 2.7 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 County agrees to deduct the Union dues from the pay of employees within that bargaining unit that is provided to the Employer by the Union, an amount equal to the regular dues of the Union, such deductions to be made on the first pay period of each month, and to transmit to the appropriate designated officer of the Union the total amount so deducted together with the list of the names of the employees from whose pay deductions were made.
- 3.2 The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.
- 3.3 The Union may designate certain employees from the bargaining unit to act as a grievance committee and shall, within ten (10) days of such designation, certify to the County in writing of such choice, and the designation of successors to former representatives. The County agrees to recognize representatives certified by the Union as provided in this section subject to the following stipulations:
- (1) The County agrees to recognize a grievance committee consisting of five (5) Union representatives and two (2) alternates. Committee members shall be paid while attending committee management meetings. Investigation and presentation of grievances will be limited to one (1) committee member.
 - (2) Representatives and other employee Union officers shall not leave their work stations without prior permission of their division supervisors and they shall notify their division supervisors upon return to their work stations. Permission to leave work station for Union business will be limited to the investigation and presentation of grievances, negotiations, and monthly management Union meetings. Representatives and/or alternates shall return directly to work after such activities if during working hours.
- 3.4 Outside representatives of the Union with notice to the department head shall be permitted to come on the premises of the County for the purpose of investigating and discussing grievances.
- 3.5 The Union may designate certain employees from the bargaining unit to act as a negotiation committee, and shall notify the County within ten (10) days of such designation.
- 3.6 Any present or future employee shall be required to contribute a fair share fee to the Union. Upon notification from the Union, the Employer shall check off said fee from the earnings of the employee and transmit it to the Union. Such employees must be on the Ramsey County payroll and under the jurisdiction of the bargaining unit.
- 3.7 The County will provide the Union with monthly notice of new bargaining unit employees including home address and the Employer shall further provide the Union with the statutorily required reports.
- 3.8 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.

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

ARTICLE 6 HOURS OF WORK

- 6.1 This Article is intended only to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week. It is the full intent of the Employer to maintain full employment.
- 6.2 Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the department with notice to employees.
- 6.3 The normal work week shall be five (5) consecutive, eight (8) hour days on duty with two (2) consecutive days off, with a minimum of ten (10) hours between scheduled work days.
- 6.4 The hours of employment for Parks and Recreation employees shall be established by the department head, then posted and submitted to the Union in writing thirty (30) days prior to commencement of said schedule, i.e., thirty (30) day notice, as part of the semi-annual assignment change. Reasonable notice of other schedule changes, except for emergencies, will be given to employees. The employer will give a seven (7) day notice to the employee for a change of three (3) days or more in the regularly scheduled shift. The employer will give a forty-eight (48) hour notice to the employee for a change of ninety (90) minutes or more in the regularly scheduled shift to accommodate summer ice rentals. If the employer fails to give required notice then the employee shall receive pay at time and one half for the hours worked that fall within the notice period.
- 6.5 All employees' work schedules shall provide for a fifteen (15) minute rest period in the first and second half of an eight (8) hour shift.
- 6.6 Employees shall not be scheduled to work the second shift in the arenas on Christmas Eve (December 24th) and New Year's Eve (December 31st).
- 6.7 Except as noted below for Parks & Recreation Aides, 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.
- 6.8 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.

ARTICLE 6 HOURS OF WORK (Continued)

Parks & Recreation Aides ~~1-8-2~~ will be eligible for sick leave accrual after sixty-seven (67) days of employment [one-hundred (100) days if a student], and will be eligible for all other benefits after six (6) months of employment, on the same basis as other employees in the bargaining unit.

- 6.9 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 7 EDUCATION ALLOWANCE

7.1 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 \$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 8 HOLIDAYS

8.1 Employees who work five (5) days on duty and two (2) days off 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 or receive eight hours pay for the holiday, at the employee's discretion. Employees selecting an alternative day off must use the alternative day off within six months. Provisional, probationary and permanent employees are eligible for holidays as described in this Article, except as described in Article 8.5.

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
Christmas Day	December 25th
Floating Holidays	Three days each year to be granted with the approval of the department.

8.3 Employees required to work at least four (4) hours of an eight (8) hour shift on Christmas Day or New Year's Day shall be credited with sixteen (16) additional hours. Employees working on other holidays may elect an alternate day off to be used within six (6) months without affecting accumulated compensatory time or may choose double pay for the holiday worked.

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

8.5 Employees working in the public ice arenas who are scheduled to work the late shift on December 23 and December 30, and then the early shift on December 24 and December 31, shall be paid at straight time even though there may not be 10 hours between scheduled workdays. The purpose is to allow employees to complete their shift earlier in the day and to allow employees to work an entire shift without using leave time, thus effectively waiving Article 6.3 in this specific situation.

8.6 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 twenty-four (24) 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.

ARTICLE 8 HOLIDAYS (Continued)

- 3) Full-time and part-time employees shall receive twenty-four (24) hours of floating holiday annually on the first full pay period following the pay period that includes June 30, pro-rated 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 9 SICK LEAVE

- 9.1 Sick leave shall be earned by provisional, probationary and permanent full-time employees 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, legal quarantine, dental or medical care for the employee or their family members as defined in Minnesota Earned Safe and Sick Time (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 provided 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 9.3.2. 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 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 employees 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. Employees may utilize sick leave up to eight (80) hours 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 an employee must notify the department head or designee in advance when the sick leave is foreseeable, but if 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 employee's use of sick leave. Those employees who misuse sick leave will be subject to disciplinary action.
- 9.5 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31. Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee, on a pro-rated basis, based on hours worked for the three (3) month period. The three (3) month periods shall be the same as identified in the preceding paragraph.
- 9.6 An employee 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 9.3.4.

- 9.7 Permanent or probationary employees who are injured while performing work within the scope of their

ARTICLE 9 SICK LEAVE (Continued)

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 employee's normal daily wage.

If their recovery is not complete by the end of the period described in paragraph (1) of Article 9.8, 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.

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

ARTICLE 10 VACATIONS

- 10.1 All permanent full-time employees shall be eligible for vacation leave benefits.
- 10.2 Each provisional, probationary and permanent employee paid on a monthly basis shall be granted vacation with pay for each full month of actual service rendered on the following basis. Vacation accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods:

<u>Number of years of Employment</u>	<u>Accrual in Hrs per pay period</u>	<u>Yrly Accrual in Hours</u>	<u>Maximum Accrual</u>
Less than 3 years	3.6923	96	240
At least 3 years, but less than 8 years	4.6154	120	300
At least 8 years, but less than 13 years	5.2308	136	340
At least 13 years, but less than 23 years	6.1538	160	400
23 years or more	7.6923	200	500

- 10.3 Semi-annual vacation bidding will occur two weeks after bidding assignments (Article 17.1(9)) in a central location. Management will remind employees two days prior to vacation bid by e-mail. Vacation bids shall be submitted covering the periods of April 1 to the Monday of the third week in September, and the third week in September to March 31 each year. Union will organize and lead the vacation bidding process with support from management. Semi-annual vacation choices will be based on the seniority of the employee in the division where applicable by job classification. Semi-annual vacation requests for a full eight (8) hour day take precedence over requests for less than a full day.
- 10.4 Employee vacation requests outside of the semiannual bidding process (Article 10.3) will be requested in writing and granted on a first-come, first-served basis. Employees will be notified of approval or disapproval of vacation requests within ten (10) working days. If disapproved, employees will be notified in writing of the reason for the disapproval.
- 10.5 Employees with an accumulation of sick leave credits in excess of one hundred eighty (180) days (1,440 hours), may convert such excess days to vacation at the rate of two (2) days' sick leave to one (1) day vacation but not to exceed five (5) days in any calendar year.
- 10.6 Vacation may be used in units of fifteen (15) minutes with the approval of the department.
- 10.7 Effective January 1, 2022, vacation may be accumulated to two and a half times (2.5) the annual earning rate of the employee.
- 10.8 Effective January 1, 2022, any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on or about June 30 of each year.
- 10.9 Employees who have successfully completed their initial probationary period may be advanced up to forty-

ARTICLE 10 VACATION (Continued)

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 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 Article 10.7 and 10.8 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.
- 11.2 Option A - Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee, their designated beneficiary, or their estate shall be paid one half (1/2) of all unused accumulated sick leave days provided:
- (1) That at the time of separation, the employee has at least four hundred and eighty (480) hours of accumulated sick leave to their credit.
 - (2) That at the time of separation from the County service, the employee must have been employed by the County in the classified service for at least ten (10) years prior to their separation except that this section shall not apply to an employee whose cause of separation is death, layoff, whose position has been abolished, or who was required to retire from service under provisions of a compulsory retirement law.
 - (3) An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay.
 - (4) That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
 - (5) That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.
 - (6) Effective January 1, 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 LEAVE 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) workdays.
- 12.4 In addition to accruing seniority while on any leave of absence granted under the provisions of the Agreement, employees shall be returned to the position in their department if the leave is for sixty (60) days or less and to their classification in their department if the leave is in excess of sixty (60) days.
- 12.5 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the Employer except those paid for duty on the employee's normal day off and those paid for meals and mileage. Any hours not on jury duty shall be worked. The Employer will make an effort to accommodate the schedules of employees called 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.
- 12.8 Paid Parental Leave. Effective 1/1/25 the County will provide eight (8) weeks of paid parental leave (pro-rated 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 Educational leaves of absence may be granted for a maximum of two (2) years.
- 12.10 Employees placed on leave with pay pending an investigation as provided under Rule 26.5 of the Ramsey County Personnel Rules, shall be instructed by the employer regarding the employer's requirements for the employee's availability, and the employee will provide the employer with a means of contacting the employee by phone, pager, or other technology that provides same day telephone access within two business hours and in person access within one business day during the investigation.
- 12.11 Neither benefits nor salary increases shall be earned by employees while on a leave of absence without pay.

ARTICLE 12 LEAVE OF ABSENCE (Continued)

Employees returning to work after leave without pay will be paid at the same salary step held at the time the leave began.

12.12 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.

12.13 Employees meeting the eligibility requirement of the FMLA may take up to twelve (12) weeks of leave within any twelve-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 (12) 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 and Medical Leave Act. This definition is a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self care because of a mental or physical disability.

12.14 Up to twelve (12) weeks of unpaid leave shall be granted to an employee to care for a person regularly residing in the employee's immediate household, who is not the employee's spouse, child or parent, and who has a serious medical condition. This leave will be administered as if it were leave allowed under the Family & Medical Leave Act (FMLA), except when doing so would result in a violation of the Family & Medical Leave Act. FMLA time taken under Article 12.14 will count against time allowed under Article 12.15.

12.15 An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted an unpaid leave of absence for a period not to exceed two (2) years. Employees will return at the same seniority in the salary schedule, will retain promotion rights and will earn vacation schedule seniority for leave under this paragraph. When there are fewer than three (3) months between periods of leave of absence under this section for the same illness or accident, the periods of absence will be added together to determine the length of leave that may not exceed two (2) years, except that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving Workers' Compensation. Existence and extent of illness or disability must be verified by a written statement from an appropriate authority when requested by the department head or designee, or the Human Resources Department.

ARTICLE 13 WAGES

13.1 Wage Schedules 2025-2027

- **2025:**
 - 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.
 - The salary plan assigned to Local 1935 Parks and Recreation shall be modified as identified on Appendix B.
 - Effective January 1, 2025, 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. The new progression is seen in Appendix B.
 - 2025 salary plan placement on the new salary ranges during the 2025 Compensation and Classification restructure was agreed upon during 2025-2027 negotiations.
- **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.
- **2024:**
 - 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 on the wage schedule is established which involves functions substantially similar in their nature, character and scope to those performed in whole or in part by an existing classification which is a part of the bargaining unit as listed in Article 2.1 of this Agreement, the employer shall designate the rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure.

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 An employee who is reassigned to move from one work location to another work location in their personal vehicle during the work shift shall be paid the approved mileage rate for the travel distance to the assigned location.

13.5 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

ARTICLE 13 WAGES (Continued)

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.

- 13.6 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 to 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 to work. Payment for such days shall be limited to two (2) days per calendar year.

ARTICLE 14 OVERTIME AND PREMIUM PAY

14.1 Employees may be assigned to overtime work at the discretion of the Employer. Employees required to work in excess of eight (8) hours in any one day, or forty (40) hours in any one week, or who are required to work on their regularly scheduled days off, shall earn overtime at the rate of time and one-half. A sixth day on a seasonal shift change does not constitute overtime.

During the first week of January, employees shall have the option of choosing compensatory time or cash for that year's overtime. If compensatory time is chosen, there shall be a maximum of sixty (60) hours accumulation. Overtime over sixty (60) hours shall be paid in cash. The parties agree that the primary purpose of compensatory time is to cover periods when work is canceled on seasonal changeovers.

Compensatory time may be used at other times only with the advance approval of the department.

14.2 Overtime shall be assigned by division on the basis of seniority. For parks and golf, same day overtime anticipated to be less than two and one-half (2.5) hours will be awarded by district or golf course, then by division on the basis of seniority.

14.3 If overtime becomes available in an arena the Employer shall:

- (1) Offer the overtime to the employees assigned to the arena, by seniority.
- (2) Offer the overtime to the top five (5) employees requesting overtime, by seniority. The last employee contacted will be required to work.
- (3) In the event none of the top five (5) employees can be contacted, the Employer shall call the remaining employees beginning with the least senior. The first employee contacted will be required to work.
- (4) Employees interested in overtime must notify their division supervisor by the third week of each month. By the last week of each month the president of the local shall receive from the department director the list of the five (5) senior employees requesting overtime.

14.4 Any employee who is directed by proper authority in the department to report back to work for emergency work shall be compensated at time and one-half and shall receive not less than four (4) hours' call-back allowance.

14.5 Saturday-Sunday Differential. Effective the first full pay period following January 1, 2025, all full-time employees, or part-time employees receiving pro rata benefits, required to work on Saturday or Sunday 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 four (4) hours of the period fall on the day for which the additional compensation is being paid.

14.6 Any full-time employee or part-time employee receiving pro rata benefits, who works on a shift beginning earlier than 6 a.m., or ending later than 6 p.m., shall be entitled to receive a night differential for the entire

ARTICLE 14 OVERTIME AND PREMIUM PAY (Continued)

shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. If an employee is assigned by the employer to start an afternoon shift early, then night differential will be paid for the entire shift if the employee works four (4) or more hours after 5:00 p.m. The night differential shall be paid as additional compensation equivalent to 7% of the hourly rate of the first step in the salary range established for the classifications in the bargaining unit. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves – this includes employees who work a regularly assigned schedule that includes some shifts that qualify for the differential and some that do not. In this situation, the employee will earn night differential for the regularly scheduled shifts that qualify for the differential as if they were working the shift. If an employee is asked to work a non-regularly scheduled shift, trades shifts with an employee, or volunteers to work a shift that would qualify for the night differential and then calls in sick for the shift, the employee will NOT receive the night differential for that shift.

- 14.7 Compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.
- 14.8 Overtime work shall be voluntary except in emergencies or should the required employees not be available on a voluntary basis. There shall be no discrimination against any employee who declines to voluntarily work overtime. Emergency is defined as: An unanticipated set of circumstances that creates an immediate need for employees to work to safeguard public safety, prevent injury to clients, employees or the public, prevent catastrophic loss or maintain current standard staffing ratios. An employee calling in sick in accordance with established guidelines for calling in sick does not in itself constitute an emergency.
- 14.9 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 14.10 Lead Worker. Any Maintenance and Operations employee or Maintenance and Service employee assigned to work in an official Lead Worker capacity by the department will be paid the Lead Worker differential. The Lead Worker differential is eight percent 8% per hour of the employee's base hourly rate in addition to the employee's regular compensation. An employee may be assigned as a "Lead Worker" by the department for a particular project or situation. The employer shall consider seniority at the work location and the employee's ability and capacity to perform the job in making the assignment of employees to a higher classification.

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.
- 15.2 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. If, 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.
- 15.7 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. It is specifically understood that any matters governed by Personnel Rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. An employee may proceed under the Personnel Act, Personnel Rules, or Veterans Preference Act. An employee may not employ more than one of the above grievance procedures under this Article.
- 16.2 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 when a grievance is investigated and presented 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 as herein defined, shall be processed in the following manner:
Step 1. Informal - An employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall, within ten (10) days of the employee's knowledge of the occurrence of the event, present such grievance in writing to the supervisor who is designated for this purpose by the County. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The supervisor shall give a written answer within ten (10) work days after such presentation.
Step 2. Formal - If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing 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 schedule a meeting to 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. Time limits may be extended by mutual agreement to discuss grievances at Union management monthly meeting. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the department head or designee and the Union. If no such settlement is reached the department head or designee shall give a written answer to the Union within ten (10) work days following

ARTICLE 16 GRIEVANCE PROCEDURE (Continued)

their meeting.

Step 3. Appeal - If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the employee and the Union in writing as specified in Step 2 to the Director of Human Resources or 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 Union and/or the employee shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Director of Human Resources or designee, the department head or designee and the Union. If no settlement is reached, the Director of Human Resources or designee and the department head 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) work 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.

- (1) 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.
- (2) The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- (3) 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,
- (4) 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

ARTICLE 16 GRIEVANCE PROCEDURE (Continued)

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 an appropriate Grievance Committee member to be determined by 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) and shall be available to the employee and their Union representative.

ARTICLE 17 SENIORITY

17.1 The Human Resources Department will establish seniority lists as follows: A "Bargaining Unit" list based on original date of continuous employment within the bargaining unit; a "Classification" list based on each employee's original date of continuous employment within their present classification. Classification seniority is defined as the length of continuous service in a specific job classification within the bargaining unit. When an employee returns to a previously held classification or exercises bumping rights under Article 17.1(7), classification seniority in that class shall include seniority in all non-supervisory equal or higher classifications in which the employee has served.

- (1) The seniority lists will be updated on March 1 with copies sent to the Union representative and posted in each work location. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced. In addition, the department may provide updated seniority lists as changes occur.
- (2) Seniority by classification will control on shift selection at time of assignments where rotating schedules are not utilized. Rotating schedules will be used as long as mutually agreeable between the Union and management.
- (3) Any employee appointed in or out of the bargaining unit shall have their seniority maintained through the end of their probationary period.
 - a. When an employee takes a voluntary reduction to a previously held classification, their seniority date will be based on the seniority achieved in that previous classification.
- (4) 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.
- (5) If an employee is notified in writing by the employer that they will be laid off, is on layoff or is in a lower class because they exercised their bumping rights under this Article, that employee shall be placed at the employee's request, on a re-employment register for any class for which the employee meets the minimum qualifications. When a requisition is received by the Human Resources Department for a class where the re-employment register contains the names of employees identified by this Article, those employees shall be included with the certification from the eligible register. If a requisition is received by the Human Resources Department for a job class for which there is no current register, employees on a re-employment register for the class under the terms of this Article, will be referred to the appointing officer for consideration. Employees covered by this

ARTICLE 17 SENIORITY (Continued)

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.

- (6) 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.

- a. When an employee exercises their seniority right to a previously held classification as described in Article 17.1 (6), their seniority in the previously held classification shall be based on total length of service within the department.

- (7) 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 probationary, temporary and provisional employees in that classification are released first. 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 probationary, temporary and provisional employees in the same classification are released. 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. 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 a right to a vacant position within other AFSCME bargaining units, subject to completion of a probationary period. 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

ARTICLE 17 SENIORITY (Continued)

made within 60 days following the anniversary date of the employee's layoff and include a current address and phone number of the employee on layoff. If no notice is received the employee's name will be removed from the recall list and the employee will no longer be eligible for reinstatement. After ten years the laid-off employee's eligibility for reinstatement shall expire.

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

- (8) Filling of Vacant Positions - Employees by classification covered by this Agreement shall be eligible to bid on vacant positions. These vacancies shall be posted in the department for a minimum of ten (10) calendar days. The posting shall include the experience and skills required for the satisfactory performance of the work. To bid, an employee must submit a written application prior to the expiration date of the posting. The selection of employees will be restricted to those having the posted experience and skill. In filling the vacancy, the most senior employee bidding for the position shall be selected, provided that their skill and experience to perform the duties of the position are relatively equal to those of the less senior employees bidding for the position. If a senior employee is not selected, the reasons for their failure to be selected shall be stated to them in writing.

The County will offer training to employees interested in learning the operation of specific equipment applicable to their classification and will select from the employees successfully completing the training, by seniority for job assignments (i.e., E-10 mower, garbage packer, flail mower). Vacancies not filled by the bidding process shall be filled from the appropriate eligible list. Temporary appointments for training and to carry out necessary work pending completion of these procedures shall be permitted. Employees may be involuntarily reassigned to positions only for cause.

- (9) Bidding Assignments - Employer will notify all eligible employees, on or before the second Friday of January and the second Wednesday of July, of forthcoming biddable options which will include: locations, hours, days of work, probable start dates, and any special licenses or qualifications required.

Interested Maintenance & Operations Workers will have one week to apply for lead work status after posting notice has been given. Interest in lead worker status must be submitted in writing to management.

Management will interview all Maintenance & Operations Workers who have submitted written interest one week after notice deadline. After interviews, management will choose from candidates

ARTICLE 17 SENIORITY (Continued)

based on ability, knowledge, leadership skills and seniority. Lead worker positions will be assigned to divisions. In divisions that have more than one lead worker, lead workers will bid by seniority during the live bid process. For purposes of the bidding process, support maintenance will be considered a separate lead worker assignment. Maintenance & Operations Workers who were not chosen will receive communication from management as to why they were not chosen if employee requests communication.

The live bid will occur on the nearest Wednesday to August 1st and the nearest Friday to February 1st. At the live bid, which will be in a central location, there will be all available job assignments, parks by districts, locations, approximate start dates, days, hours of work, and any special licenses and or requirements needed. Bidding starts with Maintenance & Operations Lead Workers, followed by Maintenance & Operations Workers. All bidding will be done by seniority in permanent job class. All Maintenance & Operations Workers need to be present at the start of the bid or have given their bid proxy to a designated union representative. If it is an employee's time to bid and they are absent and have not arranged a proxy, they will be given five minutes to arrive or contact a union representative. The bid team will attempt to contact employee. If an employee arrives later or contacts a union representative later than the five minute grace period, they will immediately get to choose from remaining job options. Once an employee has bid, they will leave the bidding room. The bidding team will consist of at least one member from both management and union. There will be no overtime award for the bid process.

Vacation bid will occur pursuant to Article 10.

17.2 Seasonally assigned and permanently assigned positions:

- (1) Due to the variation of seasonal tasks within the department, certain employees will seasonally change work assignments (i.e., parks maintenance or golf course to ice arenas). These assignment changes will not affect their seniority or any other benefits, and they shall be given equal consideration on all shift selection and work assignments.
- (2) Seasonally assigned positions will be those of the Maintenance and Operations Worker 1 and 2 classifications which normally transfer seasonally from parks and golf course maintenance to the ice arenas in the winter and reversely in summer.
- (3) In an emergency situation, a permanent status employee could be put on a "loaned status" temporarily. If such assignment is over ten (10) work days, it shall be filled by seniority.
- (4) No part-time, temporary (i.e., CETA, Mosquito) personnel will be exempt from any work schedule, work assignment or shift selection that a bargaining unit employee is assigned to. This is not to be misconstrued that such personnel will be assigned to bargaining unit positions in lieu of bargaining

ARTICLE 17 SENIORITY (Continued)

unit employees.

- 17.3 Should the Ramsey County Parks and Recreation Department be merged with or transferred to another agency of government, the employees subject to this contract shall become employees of the new or merged unit and shall retain all rights provided for by this contract. This provision shall be limited to those employed at the time of change.
- 17.4 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 the 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.
- 17.5 New and promoted employees in a job classification will be subject to the following probationary period. Full-time employees will have a six (6) month probation period. Part-time and intermittent employees will have a probationary period of one thousand forty (1,040) hours or one year, whichever comes first. Termination of a probationary employee will not be grievable except under Article 2.3. A probationary period may be extended by agreement of the union, the employer, and the affected employee. The total length of the employee's original and extended probationary period may not exceed the hourly equivalent of one year.
- 17.6 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.

ARTICLE 18 SAFETY

18.1 A safety committee consisting of one (1) employee and an alternate designated by the Union for Arenas, Parks, maintenance and golf courses, and one (1) departmental representative will be formed to deal with the mutual safety concerns of the employees and the Employer. This committee will investigate employee complaints relating to safety and if the problem is confirmed, make recommendation to the department to resolve the potential risk. If the department does not respond to the committee recommendation, they may submit the matter to the County Manager's Office. The County Manager's Office shall respond in writing to the committee. Danger to an employee's health or safety is recognized as a defense against discipline for refusal to start work or continue work but not as it relates to duties which are a part of the job. Matters relating to safety, unrelated to discipline, are not subject to the grievance procedure.

ARTICLE 19 INSURANCE

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

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.

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.)

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

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

For the High Deductible plan, the Employer shall also contribute to a Health Savings Account (HSA) as follows:

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

ARTICLE 19 INSURANCE (Continued)

Family	\$125/mo (\$1,500 annual maximum)
--------	-----------------------------------

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.

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

ARTICLE 19 INSURANCE (Continued)

Account-Premium Option, Health Care Reimbursement Account, Vision, and the Dependent Care work assignment or shift selection that a bargaining unit employee is assigned to. This is not to be misconstrued that such personnel will be assigned to bargaining unit positions in lieu of bargaining unit employees. 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

Retiree Insurance: Employees who retire from Ramsey County under provisions of the Public Employment Retirement Act may participate at their option under the health and welfare insurance plans for retired Ramsey County employees. There is no County contribution to dental insurance premiums. County contribution for medical insurance is as follows:

Employees hired before July 1, 1992 – Employees hired before July 1, 1992 must have 10 years (20,800 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums. If an employee retires under PERA disability retirement, the employee must have 5 years (10,400 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums.

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

Current insurance eligible employees hired between 7/1/92 and 12/31/05 – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, **or** opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who *did not* make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.** Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP.

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

ARTICLE 19 INSURANCE (Continued)

1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year. Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave. Only insurance-eligible employees are eligible to participate in this HCSP option.

Employees hired on or after 1/1/06 - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium. All new employees hired on or after 1/1/06 will contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

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

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

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

County Contributions

Early Retiree Contributions: For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

ARTICLE 19 INSURANCE (Continued)

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

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.

- 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 Supervisor 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.

ARTICLE 19 INSURANCE (Continued)

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 (1) During the term of this Agreement, the Employer shall not contract out or subcontract any public work performed by employees covered by this Agreement which would result in a lay off.
- (2) In the event the Employer feels it is necessary to contract out or subcontract any public work performed by employees covered by this Agreement, the Employer will notify the Union 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 14.9 of the collective bargaining agreement, or as declared by the Ramsey County Board of Commissioners under the terms of the Ramsey County Charter, Section 5.03.
- (3) As the result of merger, transfer or reorganization of any department, no employee may be laid off or suffer any reduction in classification pay or seniority except in the single instance where an employee refuses a job assignment consistent with their classification pay and seniority rights provided by this Agreement.
- 20.2 Union Bulletin Boards. The Employer agrees to furnish and maintain a suitable bulletin board in convenient places. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards.
- 20.3 Any subject matter placed in the employee's personnel file shall be served upon the employee in writing. Such matters that could be detrimental to the employee shall be a proper subject for the grievance procedure. All materials in the employee's file shall be available for the employee's inspection.
- 20.4 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.
- 20.5 Drug testing for employees required to have a Commercial Drivers License.
- (1) The Employer agrees to advise the Union when an employee is to be tested, provided the employee consents to informing the Union, and subject to the limits of the Minnesota Data Practices Act.
- (2) The Employer will identify positions for which a Commercial Drivers' License is required.
- (3) An employee failing either an initial screening drug or alcohol test, or for the first time, failing a confirmatory drug or alcohol test, may be temporarily suspended with pay or transferred to a position that does not require a Commercial Drivers' License pending the outcome of the confirmatory test, and if requested, the confirmatory retest, provided the employer believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public, consistent with the provisions of Minnesota Statutes 181.953, Subdivision 10, and applicable Federal regulations.
- (4) The Employer will meet the alcohol testing standards of applicable Minnesota and U.S. statutes, and will inform the Union when an employee is being tested, provided the employee consents to

ARTICLE 20 GENERAL PROVISIONS (Continued)

informing the Union and subject to the limits of the Minnesota Data Practices Act.

- (5) Supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo testing will be trained in compliance with CFR 382.603. Determination of reasonable suspicion will be put in writing, including the basis for the suspicion. The Union will be notified of such determinations, provided the employee consents to informing the Union, and subject to the limits of the Minnesota Data Practices Act.

The County will provide a letter to the Union indicating that Commercial Drivers' License testing will only apply to job classifications meeting the Federal standards of 26,000 pound vehicles, etc.

- 20.6 Effective 12/31/2021, employees for whom the employer pays for training and equipment to obtain their Class A Commercial Driver's License and voluntarily terminates employment prior to two (2) years from date of licensure, the employee will be required to repay \$1,000.
- 20.7 If an employee is required to wear a uniform by the employer, the employer will furnish said uniform, unless otherwise modified by this agreement.

ARTICLE 21 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 21.1 This Agreement shall represent the complete Agreement between the Union and the County.
- 21.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 21.3 Savings Clause. This Agreement is subject to the laws of the United States, the State of Minnesota, and Ramsey County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 22 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2025 to December 31, 2027, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1st prior to the anniversary date that it desires to modify or terminate this Agreement. 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.

This Agreement was approved by the Ramsey County Board of Commissioners on December 17, 2024, Board Resolution B2024-288, and signed by the parties as dated below.

WITNESSES:

Cassidy Fogala 04/21/2025

RAMSEY COUNTY

Rafael C Ortega 04/21/2025
Rafael C Ortega (Apr 21, 2025 12:46 CDT)
Chair, Ramsey County Board of Commissioners

Ling Becker 04/21/2025
Ling Becker (Apr 21, 2025 10:45 CDT)
Ramsey County Manager

Approved as to form by:

Elisabeth Brady
Elisabeth Brady (Apr 21, 2025 09:06 CDT)

Assistant County Attorney

Date: 04/21/2025

AFSCME COUNCIL 5 Local 1935

Suzanne Kocurek 04/01/2025
Suzanne Kocurek (Apr 1, 2025 06:58 CDT)
By: _____

Paul McDonough 04/15/2025
Paul McDonough (Apr 15, 2025 11:30 CDT)

Crystal Kreklow 04/18/2025
Crystal Kreklow (Apr 18, 2025 13:09 CDT)

**MEMORANDUM OF AGREEMENT
NO DUAL CLASS**

During the term of the collective bargaining agreement between the parties, effective January 1, 2003, the Ramsey County Parks & Recreation Department will not employ any bargaining unit employees in a dual class.

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

FOR THE COUNTY OF RAMSEY

Cassy Fogale

04/21/2025

FOR AFSCME COUNCIL 14

Suzanne Kocurek
Suzanne Kocurek (Apr 1, 2025 06:58 CDT)

04/01/2025

Paul McDonough
Paul McDonough (Apr 15, 2025 11:30 CDT)

04/15/2025

**MEMORANDUM OF AGREEMENT
PHASED RETIREMENT OPTION**

Ramsey County and AFSCME Council 5, representing AFSCME Locals 8 (General County), Local 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):

- i. 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)
- ii. AFSCME represented employees shall not be released from employment anytime during the first six (6) calendar months of the initial PRO period.

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

FOR THE COUNTY OF RAMSEY

Cassy Fogale

04/21/2025

FOR AFSCME COUNCIL 5

Suzanne Kocurek

Suzanne Kocurek (Apr 1, 2025 06:58 CDT)

04/01/2025

Paul McDonough

Paul McDonough (Apr 15, 2025 11:30 CDT)

04/15/2025

Resolution
Board of
Ramsey County Commissioners

Presented By: Commissioner Rollman Date: January 19, 2010 No. 2010-055

Attention: Budgeting and Accounting
Gail Blackstone, Human Resources
Joan Granling, Human Resources

Page 1 of 2

WHEREAS, Ramsey County is supportive of employees preparing themselves for retirement; and

WHEREAS, Ramsey County participates in several PERA program offerings; and

WHEREAS, In the 2009 Omnibus Pension Bill, the Minnesota Legislature authorized a Phased Retirement Option (PRO) through the Public Employees Retirement Association (PERA) which allows PERA Coordinated and Basic members age 62 and over the option to begin receiving a PERA pension without formally resigning employment if they meet the requirements of the PRO; and

WHEREAS, Each covered employer has sole discretion on offering the PRO; and

WHEREAS, There are advantages of participating in the PRO plan for both the County organization and employees; and

WHEREAS, In addition to the requirement of reducing work hours, the following terms and conditions will also apply to Ramsey County PRO agreements for unrepresented employees:


a) Benefits

Employees covered by a PRO Agreement with Ramsey County are: a) not subject to the provisions of the Benefits Policies; b) not eligible to participate in County employee insurance programs or Health Care Savings Plan (HCS²); and, c) not eligible for the County contribution to deferred compensation.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Jon Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jon Parker	X		
Janice Rollman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 
Brenda C. Jackson
Chief Clerk - County Board

Resolution
Board of
Ramsey County Commissioners

Presented By: Commissioner Rettkan Date: January 19, 2010 No. 2010-035
Attention: Budgeting and Accounting
Gail Blackstone, Human Resources
Jean Gramling, Human Resources

Page 2 of 3

- b) Wages
Employees will receive wages in accordance with Ramsey County Personnel Rules.
- c) Position Complements
Employees in PRO positions will be treated similar to temporary employees and consequently will not be counted against the department's personnel complement. However, departments that utilize the PRO must remain within their authorized personnel budget.
- d) Personnel Rules
Ramsey County Personnel Rules will apply to employees entering into a PRO agreement.

Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners authorizes the Ramsey County Human Resources Director, or their designee, to enter into PRO agreements as appropriate and in accordance with PERA requirements, with County employees for the duration authorized by the Minnesota Legislature; and be it further

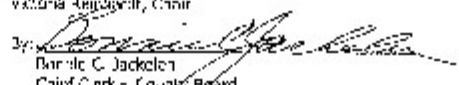
RESOLVED, That the Ramsey County benefit policies will be amended to indicate that employees covered by a PRO Agreement with Ramsey County are: a) not subject to the provisions of the Benefits Policies; b) not eligible to participate in County employee insurance programs or Health Care Savings Plan (HCSP); and, c) not eligible for the County contribution to deferred compensation, and Be It Further

RESOLVED, The Human Resources Department is authorized to enter into a Memorandum of Agreement for PRO Agreements with individual bargaining units, as outlined for unrepresented employees.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Terry Bernad	X		
Toni Carter	X		
Jill McDermough	X		
Kaibel Ortega	X		
Jen Parker	X		
Janice Rettkan	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 
Darrell C. Jackelen
Chief Clerk - County Board

**MEMORANDUM OF AGREEMENT
CLASS A COMMERCIAL DRIVER'S LICENSE REQUIREMENTS**

Local 1935 and Ramsey County agree:

All maintenance and operations employees hired on or after June 1, 2017 are required to acquire a Class A Commercial Driver's License.

Employees hired on or before May 31, 2017 are not required to acquire a Class A Commercial Driver's License during their employment, subject to the following conditions:

- Support Maintenance Lead Workers, or backfills, are required to hold a Class A Commercial Driver's License.
- Employees wishing to obtain a Class A Commercial Driver's License will be provided training and needed equipment to do so until December 31, 2021.
- Parks, Golf Course and Arena Lead Workers are not required to hold a Class A Commercial Driver's License.

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

FOR THE COUNTY OF RAMSEY

Cassy Fogale

04/21/2025

FOR AFSCME COUNCIL 5

Suzanne Kocurek
Suzanne Kocurek (Apr 1, 2025 06:58 CDT)

04/01/2025

Paul McDonough
Paul McDonough (Apr 15, 2025 11:30 CDT)

04/15/2025

MEMORANDUM OF AGREEMENT
WINTER RECREATION PILOT FOR 2025-2026

This agreement is made and entered into by and between Ramsey County, hereinafter referred to as the "EMPLOYER" and the American Federation of State, County, and Municipal Employees (AFSCME), Council 5, Local 1935, hereinafter referred to as the "UNION".

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

WHEREAS, the Parks and Recreation department established a Winter Recreation program which includes snowmaking and grooming operations on a twenty-four (24) hour basis beginning in 04 of 2022 and will continue the pilot in 04 of 2023 and 01 of 2024; and

WHEREAS, the Parks and Recreation department will determine the dates of the 2023-2024 Winter Recreation season, including the scheduling of snowmaking operations, the number of positions needed, and shift schedules; and

WHEREAS, employees working these shifts will be provided with supplemental training in order to perform snowmaking and grooming operations; and

NOW, THEREFORE, the parties agree as follows:

- 1. Snowmaking Operations Winter Apparel.** The EMPLOYER will provide a snow jacket, snow pants, and gloves to be checked out to employees working regular and picked up shifts during the 2025-2026 Winter Recreation season. The EMPLOYER will provide a snow jacket and snow pants to the employee in the position designated by the EMPLOYER as the "Winter Recreation Lead Worker" for snowmaking operations for the 2025-2026 Winter Recreation season.
- 2. Overnight Snowmaking Operations Differential.** Employees who work between the hours of 10:00 pm and 6:00 am performing snowmaking or grooming operations at the Battle Creek Winter Recreation Area during the 2025-2026 Winter Recreation season as determined by the EMPLOYER shall receive an Overnight Snowmaking Operations Differential as follows:
 - A Employees assigned to perform snowmaking or grooming operations between the hours of 10:00 pm and 6:00 am during the dates designated by the EMPLOYER as active snowmaking operations for the 2023-2024 Winter Recreation season shall be compensated with an additional shift differential of one dollar (\$1.00) for the entire shift worked, provided at least four (4) hours of the shift are between the hours of 10:00 pm and 6:00 am.
 - a. The Overnight Snowmaking Operations Differential will be paid in addition to any applicable night and/or weekend differential as described in Articles 14.5 and 14.6.
 - b. The Overnight Snowmaking Operations Differential will be paid for actual hours worked and will not be paid during paid leaves.
 - c. The Overnight Snowmaking Operations Differential will not be paid when the hours worked constitute overtime.
 - B. In the event the EMPLOYER pauses snowmaking or grooming operations during the 2023-2024 Winter Recreation season:
 - a. The employee in the position designated as the "Winter Recreation Lead Worker" for snowmaking operations may be reassigned to alternate work hours and will continue to receive the additional shift differential of one dollar (\$1.00) per hour for each hour worked through the 2025-2026 Winter Recreation season as designated by the EMPLOYER.

- b. Employees whose shift bid includes the overnight snowmaking or grooming assignment may be reassigned to alternate work hours and will not continue to receive the additional shift differential until such time as snowmaking or grooming operations resume for the 2025-2026 Winter Recreation season as designated by the EMPLOYER.
- 3. **Overtime.** If overtime becomes available at Battle Creek Winter Recreation Area for snowmaking and/or grooming operations, the Employer shall, in the following order:
 - a. Offer the overtime to the employees assigned to snowmaking and/or grooming operations, by seniority;
 - b. In the event none of the employees assigned to snowmaking and/or grooming operations accept the overtime, the EMPLOYER shall call the employees who have been trained in snowmaking and/or grooming operations, beginning with the most senior.
 - c. In the event none of the employees who have been trained in snowmaking and/or grooming operations accept the overtime, the EMPLOYER shall call the employees who have been trained in snowmaking and/or grooming operations, beginning with the least senior. The first employee contacted will be required to work.
- 4. **Management Rights.** Nothing herein modifies, reduces, or eliminates the Employer's rights in Article 5 Employer Authority, Article 6 Hours of work, or any other article of the Collective Bargaining Agreement.
- 5. **Modifications.** No modification of any provision of this Agreement shall be valid unless it is made in writing and signed by both parties.
- 6. **Termination of Agreement.** In the event the EMPLOYER determines that to maintain the efficiency and/or effectiveness of the unit it is necessary to eliminate this pilot program in its entirety, it may do so upon minimum notification of ten (10) working days to the affected employees and the UNION.
- 7. **Limited Duration.** This pilot will sunset on June 30, 2026. UNION and EMPLOYER will discuss whether to continue the pilot at that time. This agreement is not subject to automatic renewal as outlined in Article 22 of the collective bargaining agreement even in the event of a successor agreement or neglect by the parties to remove this MOA from future agreements.
- 8. **Non-Precedent Setting.** Nothing herein shall be deemed as establishing any precedent, practice, or pattern for either party in subsequent agreements, bargaining discussions, or disputes related thereto.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Agreement to be executed and made effective:

FOR RAMSEY COUNTY

Cassy Fogale

04/21/2025

FOR AFSCME COUNCIL 5, LOCAL 1935

Suzanne Kocurek
Suzanne Kocurek (Apr 1, 2025 06:58 CDT)

04/01/2025

Appendix B

New Salary Plans												
Sal Plan	New Grade	Steps										
		1	2	3	4	5	6	7	8	9	10	11
123S	11	17.55102	18.34082	19.13061	19.92041	20.7102	21.500000	22.2898	23.07959	23.86939	24.65918	25.44898
		1	2	3	4	5	6	7	8	9	10	11
123Z	6	26.052277	26.634278	27.216279	27.798280	28.380281	28.962283	29.544284	30.126285	30.708286	31.290287	31.872290
123Z	7	30.378882	31.053095	31.727308	32.401521	33.075734	33.749947	34.424160	35.098373	35.772586	36.446799	37.121012
Lead Diff - 8%		1	2	3	4	5	6	7	8	9	10	11
123Z	6	28.13646	28.76502	29.39358	30.02214	30.6507	31.27927	31.90783	32.53639	33.16495	33.79351	34.42207
	7	32.80919	33.53734	34.26549	34.99364	35.72179	36.44994	37.17809	37.90624	38.63439	39.36254	40.09069

Salary Plan 23S & 23Z - Step Progression Effective 1/1/2025

Step Advancement		Service Requirements	
From Step	To Step	Full-Time	PT Hours
1	2	0.5 years	1,040
2	3	0.5 years	1,040
3	4	1 year	2,080
4	5	1 year	2,080
5	6	1 year	2,080
6	7	1 year	2,080
7	8	2 years	4,160
8	9	2 years	4,160
9	10	2 years	4,160
10	11	2 years	4,160
11	MAX		

*Effective January 1, 2025, salary plans are measured by merit date and are no longer measured by longevity date.

MEMORANDUM OF AGREEMENT

LABOR MANAGEMENT COMMITTEE

This Memorandum of Agreement is made and entered into this 1st 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 04/21/2025

Name Date

Name Date

Name Date

FOR AFSCME Council 5

Suzanne Kocurek 04/01/2025

Suzanne Kocurek (Apr 1, 2025 06:58 CDT)

Name Date

Paul McDonough 04/15/2025

Paul McDonough (Apr 15, 2025 11:30 CDT)

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

Ramsey County

Suzanne Kocurek

Suzanne Kocurek (Apr 1, 2025 08:58 CDT)

AFSCME Council 5

04/21/2025

Date

04/01/2025

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- Hmong
Detoxification Aide
Accountant 1
Accountant 2
Case Aide 3
Financial Worker Specialist

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- Spanish
General Repair Worker
Parks and Recreation Aide 1
Parks and Recreation Aide 2
Maintenance & Operations Worker 1
Identification Technician
Auto Driver
Community Services Officer- SE Asian
Community Services Officer- Somali
Community Service Officer- Spanish

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Financial Worker 1
Financial Worker 2
Employment Guidance Counselor 1
Employment Guidance Counselor 2
Employment Guidance Counselor 3
Management Analyst 1
Management Analyst 2
Management Analyst 3
Management Analyst 4
Contract Manager
Custodial Worker 1
Residential Counselor 1
Residential Counselor 2
Real Estate Appraiser 3
Sexual Offense Services Program Assistant

Dental Assistant
Dental Hygienist
Elections & Voter Registration Clerk
Elections & Voter Registration Specialist
Info Services Customer Service Specialist 1 & 2
Language Interpreter- Cambodian
Language Interpreter- Hmong
Language Interpreter- Spanish
Language Interpreter- Vietnamese
Microfilm Operator & Clerk
Personnel Clerk
Personnel Transactions Assistant
Radio Communications Technician
Real Estate Appraiser 3 (Appeals)
Administrative Planning Assistant-WFS**

MEMORANDUM OF AGREEMENT

Parks and Recreation Uniform Allowance

Ramsey County and AFSCME Council 5, Local 8 General and Local 1935 Parks and Recreation, agree to the following with respect to an annual clothing allowance for those Janitor/Building Guards who work in the Ramsey County Parks and Recreation Department and all Local 1935 Parks and Recreation bargaining unit members:

WHEREAS, This Memorandum of Agreement is entered into this first day of January, 2025 by and between Ramsey County and AFSCME Council 5;

WHEREAS, All Janitor/Building Guards who work in the Ramsey County Parks and Recreation Department and all Local 1935 Parks and Recreation bargaining unit members are engaged in work that requires the use of work boots and work-specific clothing; and

WHEREAS, Ramsey County Janitor/Building Guards working in Ramsey County Parks and Recreation Department and all Local 1935 Parks and Recreation bargaining unit members will receive an annual clothing allowance of \$200 for the purchase of work boots and work-specific clothing.

NOW THEREFORE, THE PARTIES AGREE:

The Ramsey County Parks and Recreation Department will provide Janitor/Building Guards represented by AFSCME Local 8 General working within their department and all Local 1935 Parks and Recreation bargaining unit members an annual clothing allowance of \$200 each year to be paid out on the paycheck following the first full pay period each January.

This Memorandum of Agreement shall remain in effect from January 1, 2025 through the duration of the contract beginning on January 1, 2025 and may be renewed by mutual 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.

EMPLOYER

UNION

Cassy Fogale

Suzanne Kocurek
Suzanne Kocurek (Apr 1, 2025 06:58 CDT)

Council 5

Cassy Fogale, Labor Relations Manager

04/01/2025

04/21/2025

Date

Date

AFSCME Local 8 General

Date

Paul McDonough
Paul McDonough (Apr 15, 2025 11:30 CDT)

AFSCME Local 1935 Parks and Rec

04/15/2025

Date

**MEMORANDUM OF AGREEMENT WINTER
RECREATION PILOT FOR 2023-2024**

This agreement is made and entered into by and between Ramsey County, hereinafter referred to as the "EMPLOYER" and the American Federation of State, County, and Municipal Employees (AFSCME), Council 5, Local 1935, hereinafter referred to as the "UNION".

WHEREAS, the parties have entered into a collective bargaining agreement effective January 1, 2022 through December 31, 2024; and

WHEREAS, the Parks and Recreation department established a Winter Recreation program which includes snowmaking and grooming operations on a twenty-four (24) hour basis beginning in 04 of 2022 and will continue the pilot in 04 of 2023 and 01 of 2024; and

WHEREAS, the Parks and Recreation department will determine the dates of the 2023-2024 Winter Recreation season, including the scheduling of snowmaking operations, the number of positions needed, and shift schedules; and

WHEREAS, employees working these shifts will be provided with supplemental training in order to perform snowmaking and grooming operations; and

NOW, THEREFORE, the parties agree as follows:

1. **Snowmaking Operations Winter Apparel.** The EMPLOYER will provide a snow jacket, snow pants, and gloves to be checked out to employees working regular and picked up shifts during the 2023- 2024 Winter Recreation season. The EMPLOYER will provide a snow jacket and snow pants to the employee in the position designated by the EMPLOYER as the "Winter Recreation Lead Worker" for snowmaking operations for the 2023-2024 Winter Recreation season.
2. **Overnight Snowmaking Operations Differential.** Employees who work between the hours of 10:00 pm and 6:00 am performing snowmaking or grooming operations at the Battle Creek Winter Recreation Area during the 2023-2024 Winter Recreation season as determined by the EMPLOYER shall receive an Overnight Snowmaking Operations Differential as follows:
 - A Employees assigned to perform snowmaking or grooming operations between the hours of 10:00 pm and 6:00 am during the dates designated by the EMPLOYER as active snowmaking operations for the 2023-2024 Winter Recreation season shall be compensated with an additional shift differential of one dollar (\$1.00) for the entire shift worked, provided at least four (4) hours of the shift are between the hours of 10:00 pm and 6:00 am.
 - a. The Overnight Snowmaking Operations Differential will be paid in addition to any applicable night and/or weekend differential as described in Articles 14.5 and 14.6.
 - b. The Overnight Snowmaking Operations Differential will be paid for actual hours worked and will not be paid during paid leaves.
 - c. The Overnight Snowmaking Operations Differential will not be paid when the hours worked constitute overtime.
 - B. In the event the EMPLOYER pauses snowmaking or grooming operations during the 2023-2024 Winter Recreation season:

- a. The employee in the position designated as the "Winter Recreation Lead Worker" for snowmaking operations may be reassigned to alternate work hours and will continue to receive the additional shift differential of one dollar (\$1.00) per hour for each hour worked through the 2023-2024 Winter Recreation season as designated by the EMPLOYER.
 - b. Employees whose shift bid includes the overnight snowmaking or grooming assignment may be reassigned to alternate work hours and will not continue to receive the additional shift differential until such time as snowmaking or grooming operations resume for the 2023-2024 Winter Recreation season as designated by the EMPLOYER.
3. **Overtime:** If overtime becomes available at Battle Creek Winter Recreation Area for snowmaking and/or grooming operations, the Employer shall, in the following order:
 - a. Offer the overtime to the employees assigned to snowmaking and/or grooming operations, by seniority;
 - b. In the event none of the employees assigned to snowmaking and/or grooming operations accept the overtime, the EMPLOYER shall call the employees who have been trained in snowmaking and/or grooming operations, beginning with the most senior.
 - c. In the event none of the employees who have been trained in snowmaking and/or grooming operations accept the overtime, the EMPLOYER shall call the employees who have been trained in snowmaking and/or grooming operations, beginning with the least senior. The first employee contacted will be required to work.
4. **Management Rights.** Nothing herein modifies, reduces, or eliminates the Employer's rights in Article 5 Employer Authority, Article 6 Hours of work, or any other article of the Collective Bargaining Agreement.
5. **Modifications.** No modification of any provision of this Agreement shall be valid unless it is made in writing and signed by both parties.
6. **Termination of Agreement.** In the event the EMPLOYER determines that to maintain the efficiency and/or effectiveness of the unit it is necessary to eliminate this pilot program in its entirety, it may do so upon minimum notification of ten (10) working days to the affected employees and the UNION.
7. **Limited Duration.** This pilot will sunset on June 30, 2024. UNION and EMPLOYER will discuss whether to continue the pilot at that time. This agreement is not subject to automatic renewal as outlined in Article 22 of the collective bargaining agreement even in the event of a successor agreement or neglect by the parties to remove this MOA from future agreements.
8. **Non-Precedent Setting.** Nothing herein shall be deemed as establishing any precedent, practice, or pattern for either party in subsequent agreements, bargaining discussions, or disputes related thereto.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Agreement to be executed and made effective on the following date:

FOR THE COUNTY OF RAMSEY

FOR AFSCME COUNCIL 5, LOCAL 1935

Cassy Fogale

04/21/2025

Labor Relations Manager

Suzanne Kocurek

Suzanne Kocurek (Apr 1, 2025 06:58 CDT)

04/01/2025

Business Agent

Paul McDonough

Paul McDonough (Apr 15, 2025 11:30 CDT)

04/15/2025

Local Union President

**MEMORANDUM OF AGREEMENT
MAINTENANCE & OPERATIONS**

This Memorandum of Agreement (MOA) is entered into between the County of Ramsey and AFSCME Council 5, Local 1935 (Parks & Recreation), or jointly referred to as “the parties.”

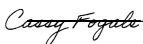
The parties hereby agree to the following language for the 2025-2027 contract between the parties:
When management assigns a Lead Worker, there will be a ratio of not less than one Lead Worker to four Maintenance & Operations Workers within the department during the summer season.

If management assigns a Maintenance & Operations Worker as the Lead Worker, the lead worker does not need to work for two (2) consecutive days as a Lead Worker prior to receiving the Lead Worker Differential for the hours worked. Instead, a Lead Worker assigned by management will be paid the Lead Worker Differential for the hours spent working as a Lead Worker.

This MOA will sunset on December 31, 2027 unless this agreement is renewed during the negotiation of a successor agreement after the 2025-2027 contract. This MOA is not subject to automatic renewal.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Agreement to be executed and made effective on the following date:

FOR THE COUNTY OF RAMSEY



04/21/2025

FOR AFSCME COUNCIL 5, LOCAL 1935



04/01/2025