

AGREEMENT

between

RAMSEY COUNTY

and

COUNCIL 5, LOCAL 707, OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

**LOCAL #707 LAKE OWASSO RESIDENCE  
INDEX 2025-2027 CONTRACT**

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE NUMBER</b>
1	Preamble	1
2	Recognition	2
3	Union Security	3
4	No Strike	4
5	Employer Authority	5
6	Hours of Work	6
7	Part-Time Employees	7
8	Holidays	8
9	Sick Leave	9
10	Vacation	10
11	Separation Pay	11
12	Leaves of Absence	12
13	Wages	13
14	Overtime	14
15	Discipline	15
16	Grievance Procedure	16
17	Seniority	17
18	Work Force	18
19	Insurance	19
20	General Provisions	20
21	Complete Agreement	21
22	Term of Agreement	22
<b>APPENDIX</b>	<b>LIST OF MEMORANDA OF AGREEMENT</b>	
	Straight Time Hours	i.
	Meet & Confer if Change in FT/PT Positions	ii.
	Layoff/training if LOR Closes	iii.
	TIES Hours	iv.
	Mandatory In-Service	v.
	Overtime Payment	vi.
	Phased Retirement Option	vii.
	R&E Sunday Shift Bonus	viii.
	Countywide Labor Management Committee MOA	ix
	Job Title Maintenance in Bargaining Units- Class & Comp Restructure	x
	Shift Pick Up Incentive Pilot MOA	xi.

## **ARTICLE 1 PREAMBLE**

- 1.1 This Agreement entered into by Ramsey County, hereinafter referred to as the Employer, and Local #707 - Lake Owasso Residence (Residential Home) 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.

## **ARTICLE 2 RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for the following job classifications in the recognized bargaining unit:
- Behavior Analyst
  - Custodian
  - Residential Counselor
  - Residential Counselor Senior
- 2.2 The Employer shall not enter into any agreements covering term and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.3 In the event that any new or different classification not listed in Article 2.1 is established and such classification or title is not within the bargaining unit previously agreed upon by the parties, then the Union shall nevertheless be the sole representative of said employee, the employee shall be included within the terms and conditions of the Agreement, the wage rate of such classification or title shall be negotiated by the Employer and the Union and the rate agreed upon become a part of this Agreement as of the date such classification or title was established; provided the new or different classification or title as of the date of its establishment involves functions substantially similar in their nature, character and scope to those performed in whole or in part by an existing classification or classifications which are now a part of the bargaining unit as listed in 2.1 of this Agreement.
- 2.4 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification, the parties shall act in accordance with Minnesota Administrative Rules Chapter 5510, Public Employment Labor Relations. Should the law or applicable rules and regulations change, the parties agree to remain compliant with such changes.

### **ARTICLE 3 UNION SECURITY**

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

#### **ARTICLE 4 NO STRIKE**

- 4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, 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 Employer 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 - EMPLOYEE RIGHTS**

- 5.1 It is recognized by both parties that, except as expressly stated herein, the Chief Executive Officer shall retain rights and authority necessary to operate and direct all the affairs of the department including, but not limited to, directing the working force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the Employer in emergencies.
- 5.2 (a) Employees shall have the right, freely and without fear of penalty or reprisal by the Employer, to join and participate in the Union.
- (b) Employees choosing to participate in the internal affairs of the Union as an officer, steward or other capacity, may do so without fear of reprisal by the Employer for such participation consistent with the employee's job duties and responsibilities and the provisions of this contract.

## **ARTICLE 6 HOURS OF WORK**

- 6.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 6.2 Except as modified by this Agreement, work shifts, staffing schedules and assignment of employees thereto shall be established by the Chief Executive Officer.
- 6.3 Regular Hours. The regular hours of work each day shall be consecutive.
- 6.4 The normal work schedule for employees shall be five (5) eight (8) hour days and two (2) days off duty. The schedule will provide for every other weekend off. Other work schedules may be authorized to accommodate the services performed by the Residential Home.
- 6.5 Work Schedule. Work schedules showing the employees' shifts, work days, and hours shall be available to employees of all departments at all times. Permanent changes in an employee's regular work schedule will require two weeks advance notice by the Employer.
- 6.6 At least twelve (12) hours shall elapse between the starting time for a new work shift and the end of an employee's previously worked shift, except in emergencies. In the event a work schedule requires an employee to return to work with less than twelve (12) hours off, the schedule will be changed upon notice to the department head.
- 6.7 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. The rest period shall be scheduled at the middle of each one-half (1/2) shift wherever this is feasible. Such rest period shall be duty free except for the overnight shift, during which such breaks may be interrupted for reasons associated with residents' needs.
- 6.8 Employees who are assigned to work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the second shift.
- 6.9 Employees may be granted an unpaid, duty-free meal break not to exceed thirty (30) minutes during each work shift. Whenever possible, the meal break shall be scheduled at the middle of the shift.
- 6.10 A lunchroom and restrooms will be provided for the exclusive use of the employees.



## **ARTICLE 7 PART-TIME EMPLOYEES**

- 7.1 Part-time employees shall be eligible to earn all employee benefits as described in Article 12 – Leaves of Absences and Article 13 – Wages on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each pay period and are assigned a regular work schedule, as opposed to being subject to call or to work when available.
- 7.2 Part-time employees with provisional, probationary or permanent status shall be eligible for the County pro rata insurance program if such employees work not less than forty (40) hours per pay period. These employees shall be eligible for the County contribution towards insurance benefits on a pro rata basis based on average paid hours per pay period, with determination made each following six month period. Employees whose average paid hours are at least fifty percent (50%) but less than seventy five percent (75%) of full time shall receive two-thirds ( $\frac{2}{3}$ ) of the County contribution towards insurance benefits. Employees who are regularly scheduled to work between sixty (60) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees.
- 7.3 An intermittent employee is defined as a person with permanent or probationary status not working a regular work schedule (e.g. on call). As established by the County Board (Resolution 2014-262) there is an Initial Measurement period of 12 months (new hires), and Standard Measurement Period of 12 months (current employees) for Intermittent employees to determine if they meet the ACA full-time standard of at least 30 hours per week; an Administrative Period of not more than 60 days to assess hours worked during the measurement period and enroll those who qualify as full-time and choose to elect coverage; and a Stability Period with 12 months medical insurance for those who elect coverage, provided they remain employed with the County. The County will offer single/family medical insurance to Intermittent employees who meet the ACA full-time standard of at least 30 hours per week as provided in this section, with the same County contribution provided to Regular Permanent employees.

## ARTICLE 8 HOLIDAYS

8.1 Employees, including intermittents and those scheduled less than thirty-two (32) hours per pay period, 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 paid for the additional hours worked on an hour-for-hour basis at the employee's discretion, subject to the terms of Article 8.5. Provisional, probationary and permanent employees are eligible for holidays as described in this Article, except as described in Article 8.4. Employees scheduled to work on Christmas Day, December 25th, or New Year's Day, January 1st, shall be paid their regular rate of pay for hours worked on the holiday and shall be credited with two (2) times the number of hours worked, up to a maximum of sixteen (16) additional hours. No other overtime or differential pay, except medication passing, shall be earned when this provision is in effect.

8.2 Holidays are defined as:

New Year's Day	January 1st
Martin Luther King's Birthday	The third Monday in January
Presidents' Day	The third Monday in February
Memorial Day	The last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	The first Monday in September
Veterans Day	November 11th
Thanksgiving Day	The fourth Thursday in November
Christmas Day	December 25th
Floating Holidays	Three days each year

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

8.3 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.

8.4 Shift Eligibility for Holidays. When an employee works a shift on which a majority of the hours fall on the holiday, the employee shall be eligible for holiday pay pursuant to the above sections.

8.5 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.
- 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.

**ARTICLE 8 HOLIDAYS (Continued)**

4) Probationary Employees will not be paid for unused floating holidays hours if employment terminates.

5) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.

8.6 It is the intention of the Employer to grant holidays at a time mutually agreeable to the employee and the department within ninety (90) days of being earned. To accomplish this goal, the employee is expected to furnish their department with two (2) acceptable alternative days and such notice should be given with a minimum of two (2) weeks' notice. The department will attempt to schedule the holiday on one of these dates, schedule permitting. The department will answer the request within ten (10) working days. Continuous rejection by the Employer of dates provided by the employee will extend the ninety (90) day limit. If an employee has not provided alternative dates after ninety (90) days of the holiday being earned, the department will schedule the holiday when the schedule permits or pay the holiday at the department's discretion.

## ARTICLE 9 SICK LEAVE

- 9.1 Full-time provisional, probationary and permanent employees shall earn sick leave at the rate of 4.6154 hours per pay period for each full month of service. 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 period for no more than two (2) consecutive pay periods.
- 9.2 Permanent, regularly scheduled employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 9.3 The Employer and the Union agree that Sick Leave shall comply with or exceed the Minnesota Earned Safe and Sick Time Law (Minn. Stat. 181.9448), and may be authorized for the following reasons with the limitations as specified:
- (1) For illness or injury, dental or medical care for the employee or their family members as defined in Minnesota Earned Safe and Sick Time Law (Minn. Stat. 181.9445). Sick leave usage by the employee 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 (2). For the purpose of this paragraph, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking, pursuant to Minn. Stat. 181.9447.
  - (4) Sick leave not to exceed one hundred-sixty (160) hours may be utilized by employees for the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. The leave must be consecutive and taken within twelve (12) months of the birth or adoption.
  - (5) Pregnant employees of Ramsey County shall be eligible for the use of paid and unpaid sick leave in the same manner as any other disabled or ill Ramsey County employee. Such sick leave eligibility shall begin upon certification through reasonable documentation that due to pregnancy, the employee is disabled in terms of their ability to perform the duties of their position. Such employee shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or disabled County employee during the remaining period of pregnancy and until such time as the

## ARTICLE 9 SICK LEAVE (Continued)

employee is certified able to return to work by a healthcare professional.

(6) In the event a pregnant employee elects to resign their employment because of pregnancy, such employee will be paid for accumulated sick leave up to but not exceeding one-hundred-twenty (120) hours.

(7) Sick leave not to exceed eighty (80) hours may be utilized to make arrangements or attend funeral services or memorial or address financial or legal matters that arise after the death of an employee's family member as defined in paragraph (1).

9.4 To be eligible for sick leave payment an employee must provide the Chief Executive Officer or designee with at least 90 minutes (1.5) hours' notice for any shifts beginning between midnight and 6:00 AM. All other shifts after 6:00 AM require three (3) hours of notice. This notice shall be waived if the Chief Executive Officer determines that the employee could not be reasonably expected to comply with this requirement because of circumstances beyond the control of the employee.

9.5 Sick leave shall not be used to cover a non-scheduled picked up shift.

9.6 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 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.

Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee, on a 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.

9.7 An employee that has satisfied the elimination period for either short term or long term disability may, at the employee's option, retain a sick leave bank of up to 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.

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

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

- 9.8 If all positions in the classification in the department have been filled, in order to accommodate a person who returns to work after illness the employee with least amount of seniority in the department in the classification shall vacate their position subject to any eligibility for transfer or reduction that they may have acquired under this Agreement.
- 9.9 Employees on sick leave with or without pay may not engage in other employment without the written approval of the Employer.
- 9.10 An employee must present a statement from a healthcare professional attesting to their fitness to return to work at the request of the Employer.
- 9.11 Should illness occur while an employee is on vacation the period of illness may be charged to sick leave and the charge to vacation reduced accordingly. An employee requesting such a change may be required to submit a written statement from a healthcare professional to the illness and the period of disability.
- 9.12 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties, on or after January 1, 2000, shall upon approval by Human Resources, be granted sick leave for each work day up to a maximum of one-hundred-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 9.14 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 periods and on the exhaustion of accumulated normal sick leave shall be eligible for the sick leave without pay provisions of this contract.
- 9.15 Sick leave may be used in quarter-hour (1/4) increments.

## ARTICLE 10 VACATION

- 10.1 Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given their choice of vacation period. Choice shall be by classification and seniority shall prevail. Vacation slots will be bid quarterly by pay period. Vacation shall be awarded no more than two (2) weeks after vacation period request deadline. For vacation requests made outside of the timeframe above, the employee will be notified in writing whether the request is approved or denied within fifteen (15) calendar days of the date the request was submitted.
- 10.2 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation used shall be reduced one (1) work day.
- 10.3 Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking their vacation, shall be compensated in cash for the unused vacation they have accumulated at the time of separation.
- 10.4 Employees with an accumulation of sick leave credits in excess of one-hundred-eighty (180) days, 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.
- 10.5 Each provisional, probationary and permanent employee shall be granted vacation with pay for each full month of actual service rendered on the following basis. Vacation accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods:

<u>Number of years of Employment</u>	<u>Accrual in Hrs per pay period</u>	<u>Yrly Accrual in Hours</u>	<u>Maximum Accrual</u>
Less than 4 years	3.6923	96	240
At least 4 years, but less than 9 years	4.6154	120	300
At least 9 years, but less than 15 years	5.2308	136	340
At least 15 years, but less than 23 years	6.4615	168	420
23 years or more	7.6923	200	500

- 10.6 Effective January 1, 2022, vacation may be accumulated to a maximum of two and a half times (2.5) the annual vacation earning rate of the employee.
- 10.7 Effective January 1, 2022, any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on the pay period including June 30 of each year.
- 10.8 Vacation may be used in units of one-quarter (1/4) hour.
- 10.9 Employees who have successfully completed their initial probationary period may be advanced up to forty-

## **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 Articles 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 on employee.
- 11.3    Option B - Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee with at least twenty (20) years (41,600 hours) of service, their designated beneficiary, or their estate shall be paid according to the schedule below, to a maximum of \$7,000 effective January 1, 2008. An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay: (no exceptions to 20 year requirement)
- |                            |  |
|----------------------------|--|
| Effective January 1, 2008: | \$210 per year for the first 1-10 years of service |
|                            | \$280 per year for years 11-20                     |
|                            | \$350 per year for years over 20                   |
- 11.4    That no classified employee who is on a leave of absence to accept a position in the exempt service of the County shall be eligible for separation pay until their employment is finally terminated.

## **ARTICLE 12      LEAVES OF ABSENCE**

- 12.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after thirty (30) days' service with the Employer.
- 12.2 Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Chief Executive Officer or designee. The request shall state the reasons 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 Chief Executive Officer or designee, and it shall be in writing.
- 12.3 A request for a leave not exceeding one (1) month shall be answered within five (5) work days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) work days.
- 12.4 In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the classification they held at the time the leave of absence was requested. For leaves of less than thirty (30) days, the employee will return to their original position.
- 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 schedule of employees called to jury duty.
- 12.6 Personal Leave. Leaves of absence not to exceed six (6) months, may be granted. Such leave may be extended or renewed not to exceed a total leave of twelve (12) months.
- 12.7 Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union be granted a leave of absence.
- 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 Either parent adopting a child or the spouse of the person having a child shall be granted a personal leave, not to exceed six (6) months, at the request of the employee. Employees under this provision shall not be eligible for paid sick leave during the period of leave.
- 12.10 Employees placed on leave with pay pending an investigation as provided under Rule 26.5 of the Ramsey County Personnel Rules, shall be instructed by the employer regarding the employer's requirements for the employee's availability, and the employee will provide the employer with a means of contacting the

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

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

12.11 Neither benefits nor salary increases shall be earned by employees while on a leave of absence without pay. Employees returning to work after leave without pay will be paid at the same salary step held at the time the leave began.

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

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

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

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

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

12.13 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 12.13 will count against time allowed under Article 12.14.

12.14 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 12      LEAVES OF ABSENCE (Continued)**

12.15    An employee who is granted a leave of absence without pay for illness or disability shall be accorded an unqualified right to be reinstated to:

- 1)    Their former position in their department if the absence is for sixty (60) calendar days or less, or
- 2)    A position in their department in the classification held at the time the leave started, if the absence is longer than sixty (60) calendar days, except in either case when all positions in such class have been abolished.

## **ARTICLE 13     WAGES**

### **13.1     Wage Schedule – 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.
  - Job Classifications as identified on Addendum A will be consolidated and regraded as part of the countywide classification and compensation modernization.
  -
- **2026:**
  - 3.5% wage increase effective the first full pay period following January 1, 2026.
  - Employees shall progress through the wage schedule per the applicable salary plan in 2026.
  - Effective January 1, 2026, all salary plans containing steps that require four (4) or more years between progression shall reduce the progression by two (2) years not to result in more than two (2) years between steps. No change to steps that require less than two (2) years between progression.
- **2027:**
  - 4.5% wage increase effective the first full pay period following January 1, 2027.
  - Employees shall progress through the wage schedule per the applicable salary plan in 2027.

13.2     Comparable Worth - If the County is found to be out of compliance with the Minnesota Pay Equity Act, the County agrees to reopen the collective bargaining agreement for the purpose of negotiating pay equity adjustments.

13.3     When any classification not listed on the wage schedule is established under Article 2, the Employer shall designate the rate structure for the position and notify the Union. 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.

13.4     Saturday-Sunday Differential. Effective the first full pay period following January 1, 2022, all full-time employees, or part-time employees receiving pro rata benefits, required to work on Saturday or Sunday as part of their regular schedule shall be compensated at the rate of one hour (\$1.00) per hour for each hour worked. Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five (5) hours of the period worked fall on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement.

13.5     All full-time or part-time employees who work as part of their regular schedule on a shift which includes time

**ARTICLE 13     WAGES (Continued)**

between 6 p.m. and 6 a.m., shall be entitled to receive a night differential for the entire shift provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. The night differential shall be paid as additional compensation equivalent to 7% of the first step in the salary range established for the classification. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement. Employees working on a continual night shift assignment shall be paid this differential during all paid leaves.

- 13.6 Call-Back Time - Any employee directed by an authorized person to return to work after their regularly scheduled shift shall be paid for a minimum of four (4) hours. All call-back time will be at the direction of the authorizing person. All call-back time must be authorized by a supervisor regardless of where the work occurs.
- 13.7 Any employee assigned to a position with a classification having a higher rate of pay shall receive the higher pay for each hour worked. Any part of an hour shall be considered a whole hour under this paragraph.
- 13.8 When a position is reclassified, the incumbent shall be promoted to the new classification provided they have not less than six (6) months' employment in the position and meets the minimum qualifications required. The employee shall serve the appropriate probationary period for a promotion.
- 13.9 Changes in salary shall be effective on the date of eligibility.
- 13.10 Residential Counselors and Residential Counselor Seniors authorized to pass medications shall be paid an additional fifty cents (\$.50) per hour for the entire shift when assigned to pass and passes medication. Medication passers assigned to hold narcotics box keys over the night shift and perform related responsibilities will receive an additional fifty cents (\$.50) per hour for the entire shift. Medication pass differential and Narcotics key differential will not be pyramided. Employee will only receive one differential. The LOR Head Nurse will assign the most senior staff member in the home this responsibility. Eligibility is determined by:
- 1) Successful completion of the State approved Medication program.
  - 2) Approval of the LOR Head Nurse that the employee can assume medication passing responsibilities in the facility.
- 13.12 Effective the first full pay period following 1/1/2022 the Employer will provide a matching contribution directly to the employee's deferred compensation plan provider of a maximum of \$35 per month or \$420.00 annual maximum, per contributing employee, provided the employee makes a minimum contribution of \$10.00 per month. This contribution will be prorated based on regular hours worked. In the event an employee contributes to more than one deferred compensation plan provider offered by the county, the employer contribution shall only be made to a single plan and will default to the plan that the employee

**ARTICLE 13      WAGES (Continued)**

contributes a greater amount to. In the event the employee contributes equally to the plan providers, the employer contribution will default to the MSRS administered plan.

## **ARTICLE 14 OVERTIME**

14.1 Time and one-half shall be earned under any of the following conditions:

- (1) All work performed in excess of eight (8) hours in any work day.
- (2) All work performed in excess of eighty (80) hours in any pay period.
- (3) All work performed by full-time employees on a scheduled day off.

14.2 Distribution. Overtime work shall be distributed as equally as possible to employees working within the same job classification. The distribution of overtime shall be equalized over each three (3) month period beginning on the first full pay period of the calendar year. Upon request of the Union, the Employer shall make available a list of the overtime distribution of employees.

- (1) Place new hires at end of the overtime list 90 calendar days from date of hire.
- (2) All employees interested in overtime will notify the Employer that they are interested in overtime and what shift to call them for, either R, E, N, weekends only.
- (3) Continue to use equalized list, and effective March 2015, contacting only the employees who request that they be contacted for those shifts.
- (4) Ties on the overtime list will be ranked by seniority.

14.3 Overtime work shall be voluntary, except in emergencies or should the required employees not be available on a voluntary basis. There shall be no discrimination against any employee who declines to work overtime. Emergency is defined as: An unanticipated set of circumstances that creates an immediate need for employees to work to safeguard public safety, prevent injury to clients, employees or the public, prevent catastrophic loss or maintain current standard staffing ratios. An employee calling in sick in accordance with established guidelines for calling in sick does not in itself constitute an emergency.

14.4 Time earned under this Article shall be compensated by pay or time off at the discretion of the department head. Employees may carry sixty (60) hours of compensatory time into the following year unless the department chooses to pay.

14.5 Overtime will be calculated to the nearest fifteen (15) minutes.



## **ARTICLE 15 DISCIPLINE**

- 15.1 Prior to disciplining an employee, the employer should make effort to work with the employee in an attempt to actualize appropriate behavior and/or optimal performance by utilizing training, familiarizing of countywide and department policies, or performance improvement plans.
- 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. An employee has the right to proceed under non-contractual remedies in the County Personnel Act and Rules and Veterans Preference Act. An employee may not employ both the grievance procedure under this Article and non-contractual remedies for the same grievance.
- 16.2 Organization Representatives - The Employer 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 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 Employer during normal working hours provided the employee and the employee's 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, with or without the Union representative, within ten (10) work days after the first knowledge of the event giving rise to the grievance, present such grievance to their supervisor who is designated for this purpose by the Chief Executive Officer. The supervisor shall give an oral or written answer within five (5) 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 a designated representative within ten (10) work days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The department head or designated representative shall discuss the grievance within ten (10) work days with the employee and the Union representative or steward at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Chief Executive Officer or a designated representative and the Union. If no settlement is reached, the Chief Executive Officer or designated representative shall give written answer to the Union within ten (10) work days following their

## ARTICLE 16 GRIEVANCE PROCEDURE (Continued)

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 Union in writing as specified in Step 2 to the Director of Human Resources or a designated representative within ten (10) work days after the Chief Executive Officer or designated representative's answer in Step 2. A meeting between the Director of Human Resources or a designated representative, the Chief Executive Officer or a designated representative, the employee and the Union shall be held ten (10) work days following the Union request for a Step #3 meeting at a time mutually agreeable to the parties. 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 a designated representative and the Union. If no settlement is reached, the Director of Human Resources or a designated representative 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.

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation of application of the express terms of this Agreement and to the facts of the grievance presented.
- c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

16.5 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits or any agreed to extension, the grievance shall

**ARTICLE 16      GRIEVANCE PROCEDURE (Continued)**

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

- 16.6    Grievance Representative - Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.
- 16.7    Records - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

## **ARTICLE 17     SENIORITY**

- 17.1 Seniority means an employee's length of continuous service by classification and from their date of hire within the bargaining unit.
- 17.2 Classification Seniority - Classification seniority is defined as the length of continuous service in a specific job classification within any AFSCME bargaining unit to which the classification is common. When an employee returns to a previously held classification or exercises bumping rights under Article 18.3, classification seniority in that class shall include seniority in all non-supervisory equal or higher classifications in which the employee has served.
- 17.3 In the event there is a tie in classification seniority it shall be broken in the following manner:
- (1) Continuous time within the bargaining unit.
  - (2) Continuous time within the County.
  - (3) Position on certification list.
- 17.4 Probation: New employees shall be subject to the following probationary period: Full-time employees shall have a six (6) month probationary period. Part time and intermittent employees shall have a probationary period of 1,040 hours or nine (9) months, whichever comes first. All regular and overtime hours worked, up to eighty (80) hours per pay period, will count toward the probationary period.
- 17.5 Seniority Lists - On March 1 the Employer shall post a seniority list showing the continuous service of each employee by classification. A copy of the seniority list shall be furnished to the Union when it is posted. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced. There shall be a separate list for intermittent employees.
- 17.6 Breaks in Continuous Service - An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- 17.7 An employee promoted or transferred to a new, equal or higher classification shall have the option of returning to their former classification if such employee fails probation whether 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.
- 17.8 Employees in classifications combined as a result of restructuring shall retain their seniority from their previous classifications. In the event such an employee is laid off, the bumping language in 18.3 shall apply EXCEPT that a worker reclassified from a lower classification as part of restructuring (i.e. one reclassified from a class with a lower rate of compensation at the first step) shall not be eligible to bump a worker formerly occupying a higher classification, except when both former classifications were part of the same career development ladder/combined seniority list.

**ARTICLE 15      GRIEVANCE PROCEDURE (Continued)**

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      WORK FORCE**

- 18.1 Any vacancy or newly created position will be posted for at least seven (7) calendar days prior to the filling of such a position in the departments where they occur and on the appropriate employee bulletin boards. Such notice will include class, shift, building, and days off. Employees, including intermittent employees, may bid on such vacancy or newly created position by submitting written application prior to the expiration date of the posting. Intermittent employees who submit a bid may be selected for a settled vacancy or newly created position only if no permanent or probationary employee submits a bid or is selected for that position. In the selection of employees for such vacancy or newly created position, consideration shall be given to classification seniority and the employee's ability and capacity to perform the job. Positions with incumbents which are reclassified shall not be considered vacant or newly created for the purpose of transfer if the incumbent is within one (1) year of meeting the minimum qualifications on the date of reclassification.
- 18.2 (a) In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, provided all temporary, provisional and intermittent employees, in that classification, in that order, are released first. No permanent position shall be eliminated until all emergency, temporary and provisional employees in the same classification are released. No employee's regular hours of work will be reduced as the result of using "free labor". "Free labor" is defined as volunteers, community service people, restitution workers, etc. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.
- (b) Employees no longer working for the county will remain eligible for reinstatement from layoff status for a minimum of two years from the date of their layoff. After this initial two-year period, eligibility for reinstatement from layoff shall be extended each year that the employee notifies Human Resources of their continuing interest in reinstatement up to a maximum of ten years. Such notification of continuing interest shall be in writing to the Director of Human Resources and shall be made within 60 days following the anniversary date of the employee's layoff and include a current address and phone number of the employee on layoff. If no notice is received the employee's name will be removed from the recall list and the employee will no longer be eligible for reinstatement. After ten years the laid-off employee's eligibility for reinstatement shall expire.
- It is the responsibility of the employee on lay-off to keep a current address and phone number on file in Human Resources any time such contact information changes. Inability to contact the employee caused by the employee's failure to update their address or phone number will result in the employee losing their eligibility for reinstatement.
- 18.3 Employees displaced by the elimination of jobs through consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities,



**ARTICLE 18      WORK FORCE (Continued)**

the development of new facilities or for any other reason, shall be permitted to exercise their seniority rights to continued employment in the same classification in the service of the Employer, or to any classification previously held. If a permanent employee in an AFSCME bargaining unit is laid off, the employee would have the right to a vacant position within the same classification within other AFSCME bargaining units, subject to completion of a probationary period.

- 18.4 If the County, or a County department, determines that employees in a specific job classification within a bargaining unit will be laid off, the employer may allow employees in that classification and bargaining unit to volunteer to be laid off, such that less senior employees would be retained. Employees responding to the employer's request for volunteers will be considered in order of their classification seniority within their department. Employees who accept a voluntary layoff will be recalled in order of their classification seniority among those on layoff status. Employees on voluntary layoff may waive reinstatement unless they are the least senior employee in the classification on layoff status
- 18.5 An employee appointed to a position in another Ramsey County AFSCME bargaining unit or other non-supervisory Ramsey County bargaining unit shall maintain their AFSCME bargaining unit seniority in all job classifications in which the employee has been employed. The employee may return to the bargaining unit and may exercise their AFSCME bargaining unit seniority in any previously held class if subsequently laid off from a position in another Ramsey County AFSCME bargaining unit or other non-supervisory Ramsey County bargaining unit.
- 18.6 If an employee is notified in writing by the employer that they will be laid off, is on layoff or is in a lower class because they exercised their bumping rights under this Article, that employee shall be placed at the employee's request, on a re-employment register for any class for which the employee meets the minimum qualifications. When a requisition is received by the Human Resources Department for a class where the re-employment register contains the names of employees identified by this Article, those employees shall be included with the certification from the eligible register. If a requisition is received by the Human Resources Department for a job class for which there is no current register, employees on a re-employment register for the class under the terms of this Article, will be referred to the appointing officer for consideration. Employees covered by this section will also be eligible for placement through the County's Job Mobility Program for any job class for which the employee meets the minimum qualifications. Eligibility for this benefit shall expire after an employee has been on layoff for two years or when the employee passes probation for a position obtained under this Article.
- 18.7 Employees appointed outside the bargaining unit shall maintain their seniority in the unit through the end of their probationary period.

## ARTICLE 19 INSURANCE

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

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

### (1) Medical Insurance:

#### 2025 and 2026

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

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)
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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 Account-Premium Option, Health Care Reimbursement Account, Vision, and the Dependent Care

## ARTICLE 19 INSURANCE (Continued)

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

The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year

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

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

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

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

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

### **County Contributions**

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

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

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

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

## **ARTICLE 20      GENERAL PROVISIONS**

- 20.1    Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, age, color, creed, handicap, national origin, parental or marital status, political belief, race, religious belief, sexual or affectional preference, sex, receiving public assistance or social services, or because of a previous emotional or mental disturbance. Sexual harassment shall be considered discrimination under this Article.
- 20.2    Union Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards.
- 20.3    The Union may designate certain employees from the bargaining unit to act as stewards and shall, within ten (10) days of such designation, certify to the Employer in writing of such choice and the designation of successors to former stewards.

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

- (1)    Lake Owasso shall have up to eight (8) stewards.
  - (2)    Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances.
  - (3)    Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Chief Executive Officer's designated representative and provided the Union representative does not interfere with the work of employees.
- 20.4    Work Rules - The Employer shall have the right to establish reasonable work rules which shall be equitably and uniformly applied. Except for rules relating to patient or employee safety, any work rules shall be provided in writing to impacted employees ten (10) consecutive work days prior to the effective date. In addition, copies shall be furnished to the Union and, when effective, all existing work rules shall be furnished to all employees. New employees shall be furnished a copy of all work rules when hired. Any complaint as to the reasonableness of any new or existing rule or any complaint involving discrimination in the application of new or existing rules, shall be resolved through discussion by the parties.
- 20.5    All in-service training shall be at the expense of the Employer. Training other than in-service training required by the Employer shall be prepaid. In the event the course is not completed by the employee or the employee resigns their employment within six (6) months from the date of training, the cost of such training shall be deducted from the employee's pay.
- 20.6    (1) During the term of this Agreement, the Employer shall not contract out or subcontract any public work

## ARTICLE 20 GENERAL PROVISIONS (Continued)

performed by employees covered by this Agreement which would result in a layoff.

(2) In the event the Employer feels it is necessary to contract out or subcontract any public work performed by employees covered by this Agreement, the Employer will notify the Union 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 14.3 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.

20.7 Any subject matter submitted by the employer to the employee's personnel file which could be detrimental to the employee's future promotion, transfer, present or future employment, shall be served upon the employee in writing. Such matters shall be a proper subject for the grievance procedure.

20.8 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.

20.9 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.

20.10 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



**ARTICLE 20     GENERAL PROVISIONS (Continued)**

confirmatory drug or alcohol test, may be temporarily suspended with pay or transferred to a position that does not require a Commercial Drivers' License pending the outcome of the confirmatory test, and if requested, the confirmatory retest, provided the employer believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public, consistent with the provisions of Minnesota Statutes 181.953, Subdivision 10, and applicable Federal regulations.

- (4) The Employer will meet the alcohol testing standards of applicable Minnesota and U.S. statutes, and will inform the Union when an employee is being tested, provided the employee consents to informing the Union and subject to the limits of the Minnesota Data Practices Act.
- (5) Supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo testing will be trained in compliance with CFR 382.603. Determination of reasonable suspicion will be put in writing, including the basis for the suspicion. The Union will be notified of such determinations, provided the employee consents to informing the Union, and subject to the limits of the Minnesota Data Practices Act.

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

- 20.11 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 Employer.
- 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 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- 21.3    Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

## ARTICLE 22 TERM OF AGREEMENT

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

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

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

WITNESSES:

Cassidy Fogale

03/17/2025

RAMSEY COUNTY

Rafael E Ortega

Rafael E Ortega (Mar 18, 2025 10:31 CDT)

03/18/2025

Chair, Ramsey County Board of Commissioners

Ling Becker

Ling Becker (Mar 17, 2025 15:11 CDT)

03/17/2025

Ramsey County Manager

Approved as to form by:

Elisabeth Brady

Elisabeth Brady (Mar 17, 2025 11:24 CDT)

Assistant County Attorney

Date: 03/17/2025

COUNCIL #5, OF THE AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 707

By:

Suzanne Kocurek

Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

03/13/2025

Eric Prami

Eric Prami (Mar 15, 2025 11:17 CDT)

03/15/2025

[Signature]

[Signature] (Mar 15, 2025 16:37 CDT)

03/15/2025

\_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
STRAIGHT TIME HOURS**

Between Ramsey County, Minnesota and the American Federation of State, County & Municipal Employees (AFSCME) Council 5, representing AFSCME Local 707 (Lake Owasso Residence) (the Union).

The County and the Union agree that straight time hours that become available outside of the TIES hours (short notice) will be awarded on a voluntary basis giving priority to House Seniority.

Supervisors will create a list of employees for straight time hours and rank by seniority.

Supervisors will attempt to fill hours for straight time, giving priority to House Seniority before filling hours with campus-wide staff.

House seniority is defined by the house(s) to which an employee is assigned permanent hours.

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

FOR THE COUNTY OF RAMSEY

Casey Fogala

03/17/2025

FOR AFSCME COUNCIL 5, LOCAL 707

Suzanne Kocurek

Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

03/13/2025

Eric Praml

Eric Praml (Mar 15, 2025 11:17 CDT)

03/15/2025

**MEMORANDUM OF AGREEMENT  
MEET & CONFER IF CHANGE IN FT/PT POSITIONS**

Labor Management Committee agrees to meet and confer when a major change in the number of full-time/part-time positions exists or any major adjustment of hours.

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

FOR THE COUNTY OF RAMSEY

*Cassy Fogala*

03/17/2025

FOR AFSCME COUNCIL 5

*Suzanne Kocurek*

03/13/2025

Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

*Eric Praml*

03/15/2025

Eric Praml (Mar 15, 2025 11:17 CDT)

**MEMORANDUM OF AGREEMENT  
LAYOFF/TRAINING IF LOR CLOSES**

This Memorandum of Agreement is entered into between the County of Ramsey (hereafter "County"), and the American Federation of State, County and Municipal Employees, Council 5, Local 707 (hereafter "Union").

WHEREAS, The County and the Union have completed negotiation of a collective bargaining agreement on terms and conditions of employment for the three year period from January 1, 2012 through December 31, 2014, and

WHEREAS, The County and the Union have agreed that matters affecting the treatment of employees whose employment would be affected by the closing of the Lake Owasso Residence will be addressed outside the collective bargaining agreement,

NOW, THEREFORE, BE IT

RESOLVED, The parties agree to the following:

- 1) Effective on the start date of the closing period as identified in a closing agreement entered into between Ramsey County and the State of Minnesota, employees whose employment will be terminated as a result of the closing of Lake Owasso Residence will receive the following:
  - a) Provide sixteen (16) hours of paid time to interview and take tests.
  - b) Employees who pass promotional tests for County jobs within AFSCME bargaining units will be included in an expanded certification.
  - c) The County will sponsor legislation to provide displaced employees from Lake Owasso Residence with expanded certification on open eligible lists.
  - d) The County will conduct job search classes for Lake Owasso Residence employees on-site to the extent practicable.
  - e) At the time of layoff the County will allow employees to bump into previously held classes in AFSCME bargaining units.
- 2) This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

FOR THE COUNTY OF RAMSEY

*Cassidy Fogale*

03/17/2025

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FOR AFSCME COUNCIL 5

*Suzanne Kocurek*

Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

03/13/2025

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*Eric Prami*

Eric Prami (Mar 15, 2025 11:17 CDT)

03/15/2025

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**MEMORANDUM OF AGREEMENT  
TIES HOURS**

TIES hours will be assigned in the following order:

1. Award by seniority within the home(s).
2. Award campus-wide by seniority.
3. Award intermittents by seniority.
4. If needed, create a list of employees willing to have hours assigned, (including weekends). Award by seniority. Seniority list will be updated as needed.
5. Hours will be posted with two weeks' notice.

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

FOR THE COUNTY OF RAMSEY

*Cassidy Fogale*

03/17/2025

FOR AFSCME COUNCIL 5

*Suzanne Kocurek*

Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

03/13/2025

*Eric Praml*

Eric Praml (Mar 15, 2025 11:17 CDT)

03/15/2025

**MEMORANDUM OF AGREEMENT  
MANDATORY IN-SERVICE**

Members of AFSCME Local 707 and Lake Owasso Residence Administration do hereby agree to the following:

For scheduled mandatory In-Service trainings that are four (4) hours in length, all posted R and E hours that are available for sign-up will be split into two (2) four (4) hour shifts, that is R shifts will be posted as 6:00 a.m.-10:00 a.m. and 10:30 a.m.-2:30 p.m. and E shifts will be posted as 2:00 p.m.-6:00 p.m. and 6:30 p.m.-10:30 p.m. This will be implemented in order to maximize the potential for part-time staff persons to supplement their regular schedules to work as many hours as possible in the two (2) week pay period.

This agreement will only remain in place through the length of the contract, January 1, 2018 through December 31, 2020.

**Ramsey County**

**AFSCME Local 707**  
(Lake Owasso Residence)

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***During the course of the 2025-2027 contract negotiations, the parties agreed to renew this agreement through December 31, 2027.***

**FOR THE COUNTY OF RAMSEY, MN**

**FOR AFSCME COUNCIL 5**

*Cassidy Fogala*

03/17/2025

*Suzanne Kocurek*  
Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

03/13/2025

*Eric Praml*  
Eric Praml (Mar 15, 2025 11:17 CDT)

03/15/2025



**MEMORANDUM OF AGREEMENT  
OVERTIME PAYMENT**

Between Ramsey County, Minnesota and the American Federation of State, County & Municipal Employees (AFSCME) Council 5, representing AFSCME Local 707 (Lake Owasso Residence) (the Union).

Time and one half shall not be earned by employees voluntarily working up to 12 hours in any workday, except under the following circumstances:

- Employer mandates, including required in-service training sessions, will result in overtime pay for all hours that exceed eight (8) hours in the same workday.
- When this results in greater than eighty (80) hours worked in a pay period.

This Memorandum of Agreement is in effect from January 1, 2025 to December 31, 2027. It is a trial for both parties to see how the practice impacts wage costs and shift opportunities at LOR. The agreement may be renewed at that time if both parties agree.

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

FOR THE COUNTY OF RAMSEY

*Cassy Fogala*

03/17/2025

FOR AFSCME COUNCIL 5

*Suzanne Kocurek*

Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

03/13/2025

*Eric Praml*

Eric Praml (Mar 15, 2025 11:17 CDT)

03/15/2025

**MEMORANDUM OF AGREEMENT  
PHASED RETIREMENT OPTION**

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

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

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

FOR THE COUNTY OF RAMSEY

*Cassy Fogala*

03/17/2025

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FOR AFSCME COUNCIL 5

*Suzanne Kocurek*

Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

03/13/2025

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*Eric Praml*

Eric Praml (Mar 15, 2025 11:17 CDT)

03/15/2025

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# Resolution

Board of

## *Ramsey County Commissioners*

Presented By: Commissioner Rettman Date: January 19, 2010 No. 2010-035

Attention: Budgeting and Accounting  
Gail Blackstone, Human Resources  
Jean Gramling, Human Resources

Page 1 of 2

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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 (HCSP); and, c) not eligible for the County contribution to deferred compensation.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 

Bonnie C. Jackelen  
Chief Clerk – County Board

**Resolution**  
Board of  
***Ramsey County Commissioners***

Presented By: Commissioner Rettman Date: January 19, 2010 No. 2010-035

Attention: Budgeting and Accounting  
Gail Blackstone, Human Resources  
Jean Gramling, Human Resources

Page 2 of 2

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- 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
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By:   
Bonnie C. Jackelen  
Chief Clerk – County Board

**MEMORANDUM OF AGREEMENT  
R&E SUNDAY SHIFT BONUS PILOT**

Employees that work R and E shifts on Sundays, on either a scheduled shift or a picked up shift, will receive a \$2.00 per hour differential in addition to the differential included in Article 13.4. This additional (R and E shifts differential) will not be paid where such work constitutes overtime under the provisions of the agreement.

Management holds the right to evaluate the cost-effectiveness of the additional differential after one year and may discontinue the differential and return to previously agreed upon 13.4 differentials.

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

FOR THE COUNTY OF RAMSEY

*Cassy Fogale*

03/17/2025

FOR AFSCME COUNCIL 5

*Suzanne Kocurek*

Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

03/13/2025

*Eric Praml*

Eric Praml (Mar 15, 2025 11:17 CDT)

03/15/2025

## MEMORANDUM OF AGREEMENT

### LABOR MANAGEMENT COMMITTEE

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

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

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

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

FOR THE COUNTY OF RAMSEY

Cassy Fogala

03/17/2025

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

FOR AFSCME Council 5

Suzanne Kocurek

03/13/2025

Suzanne Kocurek (Mar 13, 2025 16:27 CDT)

\_\_\_\_\_  
Name Date

Eric Praml

03/15/2025

Eric Praml (Mar 15, 2025 11:17 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

*Eric Praml*  
Eric Praml (Mar 15, 2025 11:17 CDT)

\_\_\_\_\_  
AFSCME Council 5

03/17/2025

\_\_\_\_\_  
Date

03/15/2025

\_\_\_\_\_  
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**

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**

Case Aide 3  
Financial Worker Specialist  
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

Community Services Officer- Somali  
Community Service Officer- Spanish  
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**

### **Pilot Program: Lake Owasso Residence- Residential Counselor Shift Pick-Up Incentive**

This Memorandum is entered between the County of Ramsey (hereafter “County”) and AFSCME Council 5, Local 151 (hereafter “Union”), collectively 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, The parties recognize the unprecedented challenges to staffing currently occurring at the Lake Owasso Residence; and

WHEREAS, The parties have a vested interest in ensuring the Lake Owasso Residence has adequate staff to provide care to their residents and to maintain compliance with the Minnesota Department of Health staffing requirements; and

WHEREAS, The parties agree to enter into a Pilot Program for a Residential Counselor Shift Pick-up Bonus at Lake Owasso Residence pursuant to the terms and conditions set forth below.

### **Terms and Conditions**

THEREFORE, The parties agree as follows:

5. Residential Counselors at Lake Owasso Residence may receive additional compensation in the form of a fifty dollar (\$50) lump sum incentive payment for each non-scheduled picked-up shift that is worked by an eligible employee as follows:
  - a. Residential Counselors working at Lake Owasso Residence will be paid as a lump sum of fifty dollars (\$50) for every 4 (four) hours of unscheduled hours when the employee works an open shift in addition to their regular schedule.
  - b. Shifts eligible for the lump sum incentive payment will be determined by management. Management will follow the normal process to communicate out open eligible shifts to all Residential Counselors identifying the eligible shift as eligible for the lump sum incentive. All other shifts that are not identified as eligible will not receive an additional lump sum pick-up incentive.
6. Employees will receive overtime if overtime applies in addition to the lump shift pick-up incentive. This lump sum shift pick-up incentive is required to be paid out and will be ineligible for compensatory time accrual.
7. Any traded exchange of shifts between employees will be ineligible for the lump sum shift incentive.
8. Unscheduled absences during the same pay period in which a lump sum incentive was earned will result in the employee being ineligible for a lump sum incentive payment, excluding FMLA- approved leaves.
9. The lump sum incentive bonus may be applied to any intermittent and part-time Residential Counselors at Lake Owasso Residence.
10. This lump sum shift pick-up incentive is a pilot program that will be effective on January 1, 2025 and will last until June 30, 2025, unless extended by express written agreement between the parties. In the event Lake Owasso Residence management determines that the lump sum shift pick-up incentive should continue beyond the listed expiration, Labor Relations will notify the Union of their intent to extend the agreement not less than one (1) week (7 calendar days) prior to the expiration and the extension will be memorialized in writing.
11. The use of the lump sum shift pick-up incentive is non-precedent setting and cannot be used in an attempt to guarantee any future differential, incentive, or bonus of any kind.
12. Extension or modification of the Agreement shall only be upon written mutual agreement between the parties as outlined herein.
13. Nothing herein modifies the employer’s rights in Article 5 (management rights) or any other article of the Collective Bargaining Agreement.

*Cassidy Fogala*

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

03/17/2025

\_\_\_\_\_  
Date

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AFSCME Council 5, Local 707

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Date