AGREEMENT

between

RAMSEY COUNTY

and

COUNCIL 5, LOCAL 707, OF THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

ARTICLE I 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.

LOCAL #707 LAKE OWASSO RESIDENCE
INDEX – 2015-2016-2017 CONTRACT

ARTICLE	DESCRIPTION	PAGE NUMBER
1	Preamble	1
2	Recognition	2
3	Union Security	3
4	No Strike	4
5	Employer Authority	5
6	Hours of Work	6
7	Part-time Employees	7
8	Holidays	8
9	Sick Leave	9
10	Vacation	10
11	Separation Pay	11
12	Leaves of Absence	12
13	Wages	13
14	Overtime	14
15	Grievance Procedure	15
16	Seniority	16
17	Work Force	17
18	Insurance	18
19	General Provisions	19
20	Complete Agreement	20
21	Term of Agreement	21

APPENDIX	LIST OF MEMORANDA OF AGREEMENT	
	Written Reprimands	i.
	Straight Time Hours	ii.
	Absence for Extended Period	iii.
	Mobility for Career Development	iv.
	Meet & Confer if Change in FT/PT Positions	v.
	Layoff/Training if LOR Closes	vi.
	ACA Contribution Standard	vii.
	TIES Hours	viii.
	Mandatory In-Service	ix.
	Overtime Payment	x.
	Sick Leave Verification	xi.
	Phased Retirement Option	xii.

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

Custodial Worker 1

Residential Counselor 1

Residential Counselor 2

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.

ARTICLE 3 UNION SECURITY

3.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. 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 Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union. Upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. This provision shall remain operative only so long as specifically provided by Minnesota Law, and is otherwise legal.

3.3 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.

3.4 The Employer shall furnish the Union each month a list of new employees hired subject to the bargaining unit.

3.5 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Political Action Committee.

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 on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each pay period and are assigned to 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 eighty percent (80%) of full-time shall receive two-thirds (2/3) of the County contribution towards insurance benefits. Employees who are regularly scheduled to work between sixty-four (64) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees.

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).

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 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 normal rate of pay for hours worked and be credited with an additional two (2) times the hours worked. 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
President's Day	The third Monday in February
Memorial Day	The last Monday in May.
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, Independence Day, Veterans' Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Saturday, the preceding day shall be a holiday.

8.4 Every employee with probationary or permanent status shall be eligible for "floating holidays" based on the following:

1) Employees shall be entitled to up to twenty-four (24) hours per year.
2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status.
3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (same dates as used for vacation max). Maximum accrual will remain at 24 hours for employees currently at 24 hours.
4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid

status in a pay period. Accruals for Locals that currently receive 24 hours of floating holiday would be .923077 per pay period.

5) Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.

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

7) No loss in accrual for full-time employees for up to 40 hours per pay period for no more than 2 consecutive pay periods for unpaid union leave.

8.5 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 his/her 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. 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 employees may accumulate the unused portion of sick leave without any maximum restrictions.

9.3 Sick leave may be authorized for the following reasons with the limitations as specified:

(1) For illness or injury, dental or medical treatment for the employee or their minor. "Child" is as defined in Minnesota Statutes 181.9413. [As of 1/1/2000, an individual under age 18 or an individual under age 20 who is still attending secondary school.] Sick leave usage by the employee shall be subject to approval and verification by the department head, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, ability to return to duty or other information deemed necessary for (a) an absence of forty (40) hours or more; (b) four (4) absences of not less than half a shift in a three (3) month period.

(2) Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness or serious injury of the employee's spouse, children, employee's parents, or a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.

(3) Sick leave not to exceed forty (40) hours may be utilized by employees for the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. The leave must be consecutive and taken within six (6) months of the birth or adoption.

(4) 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 by the employee's attending physician that due to pregnancy, the employee is disabled in terms of her ability to perform the duties of her 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 employee is certified able to return to work by her attending physician.

(5) In the event a pregnant employee elects to resign her employment because of pregnancy,

such employee will be paid for accumulated sick leave up to but not exceeding one-hundred-twenty (120) hours.

(6) Sick leave not to exceed forty (40) hours may be utilized upon the occasion of death in the employee's immediate family. Immediate family for the purpose of this section shall be defined as the employee's spouse, children, parents, siblings, grandchildren, grandparents, or a person regularly residing in the employee's immediate household, and shall include parents and siblings of persons regularly residing in the employee's immediate household. This definition does not include aunts and uncles not regularly residing in the household.

9.4 To be eligible for sick leave payment an employee must notify the Chief Executive Officer or designee at least two (2) hours prior to the starting time of their scheduled shift. This notice shall be waived if the Chief Executive Officer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

9.5 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1 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.

9.6 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 written statement from an appropriate authority when requested by the department head, department head designee, or the Human Resources Department.

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.

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

9.8 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.

9.9 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.

9.10 Employees on sick leave with or without pay may not engage in other employment without the written approval of the Employer.

9.11 An employee must present a statement from their physician attesting to their fitness to return to work at the request of the Employer.

9.12 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 physician attesting to the illness and the period of disability.

9.13 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 eighty percent (80%) of the employee's normal daily wage.

If their recovery is not complete by the end of the period described in paragraph (1) of Article 9.13 employees shall use their own accumulated sick leave to make up the difference between any Workers' Compensation payment made and eighty percent (80%) of the employee's normal daily wage.

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 80% of the employee's normal daily wage.

Any such employee unable to resume the duties of his or her 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.

9.14 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:

Number of years of Employment	Accrual in hrs. per pay period	Yrly. Accrual in hours	Maximum Accrual
Less than 4 years	3.6923	96	192
At least 4 years, but less than 9 years	4.6154	120	240
At least 9 years, but less than 15 years	5.2308	136	272
At least 15 years, but less than 23 years	6.4615	168	336
23 years or more	7.6923	200	400

10.6 Vacation may be accumulated to a maximum of twice the annual vacation earning rate of the employee.

10.7 Effective 1/1/04, any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year.

10.8 Vacation may be used in units of one-quarter (1/4) hour.

10.9 Employees who have successfully completed their initial probationary period may be advanced up to forty-hours (40) of vacation before it is accrued, subject to the following requirements:

a) requests for vacation advancement are subject to the same approval provisions as other vacation 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 him/her 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.

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 his/her 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, 2008, the maximum allowance shall not exceed $13,000 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 Maternity. Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.

12.9 Either parent adopting a child or the spouse of the woman 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 employee by phone, pager, or other technology that provides same day telephone access within two business hours and in person access within one business day during the investigation.

12.11 Neither benefits nor salary increases shall be earned by employees while on a leave of absence without pay. 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 leave within any twelve (12) month period, for the following reasons, as provided in the FMLA.

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

The twelve (12) weeks may be taken on an intermittent or reduced basis with appropriate medical evidence. If the reason for the intermittent or reduced work basis is the birth or adoption of a child, the approval of the employee's department is also required.

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

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

12.13 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 12.12 will count against time allowed under Article 12.13.

ARTICLE 13 WAGES

13.1 Wage Schedule - 2015-2016-2017 - Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The general salary increase will be 2% effective the first full pay period following 1/1/15, 2.5% the first full pay period following 1/1/16, and 2.6% effective the first full pay period following 1/1/17.

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 - All full-time or part-time employees required to work on Saturday as part of their regular schedule shall be compensated at the rate of sixty cents ($.60) per hour for each hour worked. All full-time or part-time employees required to work on Sunday as part of their regular schedule shall be compensated at the rate of sixty five cents ($.65) per hour for each hour worked. Effective the first full pay period following 1/1/16 these differentials will increase to sixty five cents ($.65) per hour for Saturday and seventy cents ($.70) per hour for Sunday. 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 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 6.5% 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 he/she has 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 Promotion in the Career Development classes, after having met the minimum qualifications of the higher class, will be based on satisfactory performance as determined by the department.

13.10 Changes in salary shall be effective on the date of eligibility.

13.11 Residential Counselor 1's and Residential Counselor 2's 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 The Employer will provide a matching contribution to deferred compensation of $25.00 per month per contributing employee. Effective the first full pay period following 1/1/17 the matching contribution will increase to $30.00 per month, per contributing employee. This contribution will be pro-rated for part-time employees.

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.

(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 GRIEVANCE PROCEDURE

15.1 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-union remedies in the County Personnel Law and Rules and he may have Union representation. An employee may not employ both the grievance procedure under this Article and non-union remedies for the same grievance.

15.2 Organization Representatives - The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article.

15.3 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 representative shall be allowed a reasonable amount of time without loss in pay, if an employee, when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the employee's representative have notified the designated supervisor.

15.4 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 to the department head or a designated representative within ten (10) working 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 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 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) 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) working days after the Union's receipt of the employer's written answer in Step 3. The Union and the employer will then select an arbitrator either under the alternate striking provisions of Minnesota Statutes 179A.21, Subdivision 2, or by another method mutually agreeable to the Union and the employer.

a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the 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.

15.5 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 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.

15.6 Grievance Representative - Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.

15.7 Records - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

15.8 Discipline in the form of a written reprimand, suspension or discharge shall be given in writing. An employee receiving such discipline may submit the disciplinary action to the grievance procedure beginning at Step 2, 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. The Employer shall not administer discipline unless the employee has had an opportunity to have a representative of the Union present.

15.9 Discharge. The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reasons(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during that period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory suspension, the requirement to be in pay status shall not apply.

ARTICLE 16 SENIORITY

16.1 Seniority means an employee's length of continuous service by classification and from their date of hire within the bargaining unit.

16.2 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 17.3, classification seniority in that class shall include seniority in all non-supervisory equal or higher classifications in which the employee has served.

16.3 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.

16.4 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 one (1) year, whichever comes first. All regular and overtime hours worked, up to eighty (80) hours per pay period, will count toward the probationary period.

16.5 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.

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

16.7 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.

ARTICLE 17 WORK FORCE

17.1 Any vacancy or newly created position will be posted in a conspicuous place in the buildings where the employees within the bargaining unit work. Such notice shall be posted for at least five (5) work days prior to the filling of such vacancy or newly created position.

Employees, excluding intermittent employees, may bid on such vacancy or newly created position by submitting written application prior to the expiration date of the posting.

In the selection of employees for such vacancy or newly created position consideration shall be given to classification seniority and the employee's ability and capacity to perform the job. Positions with incumbents which are reclassified shall not be considered vacant or newly created for the purpose of transfer if the incumbent is within one (1) year of meeting the minimum qualifications on the date of reclassification.

17.2 (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.

17.3 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, 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.

17.4 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

17.5 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.

17.6 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.

17.7 Notice of vacant positions will be posted for seven (7) days in the departments where they occur and on the appropriate employee bulletin boards. Such notice will include class, shift, building and days off.

17.8 Employees appointed outside the bargaining unit shall maintain their seniority in the unit through the end of their probationary period.

ARTICLE 18 INSURANCE

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

(1) Medical Insurance:

2015 – Employees shall continue to pay $55 for single coverage. For family coverage, the County shall pay 75% of the premium increase from 2014 to 2015 and the employee shall pay 25% of the increase.

2016 – Employees shall contribute $60 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2015 to 2016, 75% County/25% employee.

2017 – Employees shall contribute $60 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2016 to 2017, 75% County/25% employee.

Changes will be effective on January 1 of each year.

(2) Dental Insurance:

2015 – Employees shall continue to pay the same amount for single or family coverage as in 2014.

2016 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

2017 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

Changes will be effective January 1 of each year.

(3) Life Insurance:

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

(2) Long-Term Disability:

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

(3) Short-Term Disability:

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

The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense

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

18.2 **Eligibility**

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

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

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

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

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

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

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

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

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

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

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

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both

full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

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

County Contributions

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

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):

2015 - 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 $45.00 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 $100.00 per month.

2016 - 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 $50.00 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.

2017 - 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 $120.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective January 1 each year.

18.3 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.

18.4 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.

18.5 Labor/Management Committee on Insurance: This Committee shall have fifteen (15) 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, and Technical Employees Association); six members from County administration; and one member selected from among non-represented County employees (employee selected shall be submitted to Council 5, which shall have a right of refusal).

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

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

ARTICLE 19 GENERAL PROVISIONS

19.1 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.

19.2 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.

19.3 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 five (5) 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.

19.4 Work Rules - The Employer shall have the right to establish reasonable work rules which shall be equitably and uniformly applied. Prior to the effective date, except for rules relating to patient or employee safety, any work rules shall be posted on all bulletin boards for a period of ten (10) consecutive work days. 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.

19.5 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.

19.6 (1) During the term of this Agreement, the Employer shall not contract out or subcontract any public work performed by employees covered by this Agreement which would result in a layoff.

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

19.7 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.

19.8 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.

19.9 Education Allowance: Any employee who in order to improve their work performance, takes courses which have a direct relationship to their 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 past work record of the employee, their service ratings, length of service, the relevancy of the course work to the employee's position, the status of the educational institution and availability of funds. If the employee leaves the County service except in case of layoff, within one year after completion of a course taken under this rule,

the employee must refund the amount spent by the County. Tuition payment shall be limited to one thousand dollars ($1,000) annually for any one employee. Effective 1/1/11 this limit shall increase to one thousand three hundred dollars ($1,300) 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.

19.10 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 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.

19.11 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 20 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

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

20.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the 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.

20.3 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 21 TERM OF AGREEMENT

This Agreement shall be effective as of the first day of January, 2015 and shall remain in full force and effect until the last day of December, 2017. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of January, 2015.

WITNESSES:

Gail Blackstone

RAMSEY COUNTY

By: _____
Chair, Ramsey County Board of Commissioners

Julie Kleinschmidt
Ramsey County Manager

Approved as to form this 10th day of March 2015

Assistant County Attorney

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

By: _____

And: _____

And: _____

INDEX OF MEMORANDUMS

i. Written Reprimands

ii. Straight Time Hours

iii. Absence for Extended Period

iv. Mobility for Career Development Series

v. Meet & Confer if Change in FT/PT Positions

vi. Layoff/Training if LOR Closes

vii. ACA Contribution Standard

viii. TIES Hours

ix. Mandatory In-Service

x. Overtime Payment

xi. Sick Leave Verification

xii. Phased Retirement Option

MEMORANDUM OF AGREEMENT
WRITTEN REPRIMANDS

Between Ramsey County, Minnesota and the American Federation of State, County & Municipal Employees (AFSCME) Council 5, representing AFSCME Locals 8 (General County), 8 (Professional), 151 (Community Human Services), 151 (Licensed Practical Nurses), 151 (Workforce Solutions), 707 (Lake Owasso Residence), 1076 (Ramsey County Care Center), 1935 (Parks & Recreation), and 2599 (Public Health Registered Nurses), (collectively "the Union").

- The Union and Management may agree to a time limit for retention of a specific written reprimand in the employee's personnel file.
- The request to limit retention must occur within ten (10) work days or be a result of settling a grievance.
- The written reprimand will be removed when the retention period has expired and the employee requests its removal in writing.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 1st day of January, 2012.

FOR THE COUNTY OF RAMSEY

FOR AFSCME COUNCIL 5

AFSCME #707 (LOR)

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.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 3rd day of January, 2006.

FOR THE COUNTY OF RAMSEY

Gail J. Blackstone

FOR AFSCME COUNCIL 5, Local 707

Nambayo Kalema

Eric Prom

MEMORANDUM OF AGREEMENT
FOR STAFF ABSENT FOR EXTENDED PERIOD OF TIME

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 shifts available due to a staff member being out of work for an extended period of time will be awarded as such:

By House Seniority, supervisors will ask staff if they want to temporarily add available shifts to staff's regular work schedule up to 80 hours.

Employees will have their schedule adjusted to include those shifts they want as part of their regular work schedule on a temporary basis, until the staff returns or they are notified that the temporary change will end.

Note: Hours scheduled will not be removed from a schedule once the TIES hours are distributed.

Vacation Requests previously granted and newly created leave will be considered.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 3rd day of January, 2006.

FOR THE COUNTY OF RAMSEY

FOR AFSCME COUNCIL 5, Local 707

Letter of Understanding
Mobility for Career Development Series

Ramsey County and AFSCME County 5 agree to the following, with respect to employee mobility for career development series:

If an employee obtains a position in a career development series job class with similar steps and salary ranges to the classification from which the employee is exiting, they will:

- Be placed at the level in the series that is consistent with their qualifications.
- Employees earning a salary at a higher rate than the career development level they are placed at shall be held at their current salary grade and step until such time that their qualifications, job class, and salary are consistent.
- When the employee meets minimum qualifications of the level of the title they are placed in, the hold on their salary grade and step shall be released and the employee may move through the salary steps at the normal progression.
- No promotional steps shall be given at the time the salary is unfrozen.
- The employees last merit date shall be set to the date that the employee meets the minimum qualifications of the level of the job they are in. (Credit of time accrual for determining future merit increases will start at the time the employee's salary grade and step is no longer being held.)
- Employees held at a salary step shall continue to receive all negotiated general wage adjustments.
- For the purpose of this agreement, "similar" means ranges that are within the percentage used as the mobility corridor.

IN WITNESS WHEREOF, The undersigned have caused this Letter of Understanding to be executed this 1st day of January, 2013

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

AFSCME #707 (LOR)

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 7th day of January, 2003.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 14

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.

RAMSEY COUNTY

AFSCME COUNCIL 5 / LOCAL 707

AFSCME #707 (LOR)

vi.

MEMORANDUM of AGREEMENT
FULL-TIME COUNTY CONTRIBUTION STANDARD AND DETERMINING MEDICAL INSURANCE ELIGIBILITY FOR INTERMITTENT EMPLOYEES UNDER ACA

Ramsey County
And
AFSCME Council 5, Local 707 (Lake Owasso Residence)

In order to comply with the shared responsibility provisions of the Affordable Care Act (ACA) and to conform with the changes approved by the County Board for unrepresented employees (Resolution 2014-262), Ramsey County and AFSCME Council 5, Local 707 (Lake Owasso Residence) agree to the following, effective January 1, 2015 through December 31, 2017:

1. Modify 7.2 of the labor agreement to change the full time County contribution standard for insurance for regularly scheduled part-time employees from 64-80 hours per pay period to 60-80 hours per pay period.

2. Modify 7.2 of the labor agreement to change the average hours worked threshold to receive 2/3 of the County contribution for regularly scheduled part-time employees from at least 50% but less than 80% of full-time, to at least 50% but less than 75% of full-time.

3. Modify 7.3 of the labor agreement to add the following language to the current language: 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.

For the Employer

An authorized representative

10/29/14
Date

For the Bargaining Unit

An authorized representative

10/28/14
Date

AFSCME #707 (LOR)

MEMORANDUM OF AGREEMENT
TIES HOURS

TIES hours will be assigned in the following order:

1. Award by seniority within the home.
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 1st day of January, 2015

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

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, 2015 through December 31, 2017.

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

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.

This Memorandum of Agreement is in effect from January 1, 2015 to December 31, 2017. 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 this 13t day of January, 2015.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

MEMORANDUM OF AGREEMENT
SICK LEAVE VERIFICATION

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).

For all shifts voluntarily picked up by employees in excess of their standard hours designation:

The supervisor may request medical verification for five (5) absences or more during a 12 month period.

Employees who fail to provide the requested medical verification will not receive sick leave payment for the unverified shift.

This Memorandum of Agreement is in effective from January 1, 2015 to December 31, 2017 and may be renewed upon mutual agreement of both parties.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

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 (Community Human Services), 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 1st day of January, 2015

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

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

==========

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

==========

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 Jackelen
Bonnie C. Jackelen
Chief Clerk – County Board

Job Code	Description	Salary Plan	Grade	Monthly Salary Range
0477	Behavior Analyst	34C	20R	$ 3,557 - $ 5,174
0494	Custodial Worker 1	34A	10M	$ 2,605 - $ 3,385
0602	Residential Counselor 1	34A	15V	$ 3,101 - $ 4,059
0605	Residential Counselor 2	34A	17C	$ 3,268 - $ 4,278

APPENDIX

AFSCME Local 707/Lake Owasso Residence Salary Plan

Service Requirements for Salary Step Advancement For Salary Plan 34A

The Service Requirements for Salary Step Advancement For Employees on this Salary Plan are as follows:

Step Advancement		Service Requirements	
From	To	Full Time	Part Time
Step 01	Step 02	1/2 Year	1,040 Hours
Step 02	Step 03	1/2 Year	1,040 Hours
Step 03	Step 04	1 Year	2,080 Hours
Step 04	Step 05	1 Year	2,080 Hours
Step 05	Step 06	2 Years	4,160 Hours
Step 06	Step 07	5 Years	10,400 Hours
Step 07	Step 08	5 Years	10,400 Hours
Step 08	Step 09	5 Years	10,400 Hours
Step 09	Step 10	5 Years	10,400 Hours

Salary progression on this plan is not subject to years of service (Longevity increases).

Effective 1/3/15

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
08	Annual	29,316.91	30,081.41	30,892.03	31,641.42	32,650.84	33,507.05	34,409.39	35,464.68	37,009.31	37,758.69	0.9200
	Monthly	2,443.08	2,506.78	2,574.34	2,636.79	2,720.90	2,792.25	2,867.45	2,955.39	3,084.11	3,146.56	
	Bi-weekly	1,127.57	1,156.98	1,188.15	1,216.98	1,255.80	1,288.73	1,323.44	1,364.03	1,423.43	1,452.26	
	Hourly	14.094670	14.462217	14.851936	15.212219	15.697520	16.109159	16.542976	17.050325	17.792935	18.153217	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
09	Annual	30,081.41	30,892.03	31,641.42	32,650.84	33,507.05	34,409.39	35,464.68	36,367.02	38,018.74	38,768.12	0.9400
	Monthly	2,506.78	2,574.34	2,636.79	2,720.90	2,792.25	2,867.45	2,955.39	3,030.59	3,168.23	3,230.68	
	Bi-weekly	1,156.98	1,188.15	1,216.98	1,255.80	1,288.73	1,323.44	1,364.03	1,398.73	1,462.26	1,491.08	
	Hourly	14.462217	14.851936	15.212219	15.697520	16.109159	16.542976	17.050325	17.484142	18.278238	18.638519	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
10	Annual	30,892.03	31,641.42	32,650.84	33,507.05	34,409.39	35,464.68	36,367.02	37,605.74	39,257.46	40,021.95	0.9700
	Monthly	2,574.34	2,636.79	2,720.90	2,792.25	2,867.45	2,955.39	3,030.59	3,133.81	3,271.46	3,335.16	
	Bi-weekly	1,188.15	1,216.98	1,255.80	1,288.73	1,323.44	1,364.03	1,398.73	1,446.37	1,509.90	1,539.31	
	Hourly	14.851936	15.212219	15.697520	16.109159	16.542976	17.050325	17.484142	18.079682	18.873779	19.241324	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
10M	Annual	31,259.16	32,084.89	32,971.85	33,889.57	34,959.96	35,862.30	37,039.79	38,140.94	39,823.14	40,618.39	0.9800
	Monthly	2,604.93	2,673.74	2,747.66	2,824.13	2,913.33	2,988.53	3,086.65	3,178.41	3,318.60	3,384.87	
	Bi-weekly	1,202.28	1,234.03	1,268.15	1,303.44	1,344.61	1,379.32	1,424.61	1,466.96	1,531.66	1,562.25	
	Hourly	15.028443	15.425429	15.851853	16.293060	16.807674	17.241489	17.807590	18.336988	19.145740	19.528071	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
11	Annual	31,641.42	32,650.84	33,507.05	34,409.39	35,464.68	36,367.02	37,605.74	38,752.74	40,496.18	41,306.54	0.9900
	Monthly	2,636.79	2,720.90	2,792.25	2,867.45	2,955.39	3,030.59	3,133.81	3,229.40	3,374.68	3,442.21	
	Bi-weekly	1,216.98	1,255.80	1,288.73	1,323.44	1,364.03	1,398.73	1,446.37	1,490.49	1,557.55	1,588.71	
	Hourly	15.212219	15.697520	16.109159	16.542976	17.050325	17.484142	18.079682	18.631127	19.469318	19.858912	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
12	Annual	32,650.84	33,507.05	34,409.39	35,464.68	36,367.02	37,605.74	38,752.74	39,899.75	41,673.67	42,514.77	1.0200
	Monthly	2,720.90	2,792.25	2,867.45	2,955.39	3,030.59	3,133.81	3,229.40	3,324.98	3,472.81	3,542.90	
	Bi-weekly	1,255.80	1,288.73	1,323.44	1,364.03	1,398.73	1,446.37	1,490.49	1,534.61	1,602.83	1,635.18	
	Hourly	15.697520	16.109159	16.542976	17.050325	17.484142	18.079682	18.631127	19.182573	20.035420	20.439795	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
13	Annual	33,507.05	34,409.39	35,464.68	36,367.02	37,605.74	38,752.74	39,899.75	41,337.28	43,111.21	43,983.06	1.0500
	Monthly	2,792.25	2,867.45	2,955.39	3,030.59	3,133.81	3,229.40	3,324.98	3,444.77	3,592.60	3,665.26	
	Bi-weekly	1,288.73	1,323.44	1,364.03	1,398.73	1,446.37	1,490.49	1,534.61	1,589.90	1,658.12	1,691.66	
	Hourly	16.109159	16.542976	17.050325	17.484142	18.079682	18.631127	19.182573	19.873694	20.726543	21.145703	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
14	Annual	34,409.39	35,464.68	36,367.02	37,605.74	38,752.74	39,899.75	41,337.28	42,728.96	44,594.60	45,481.57	1.0800
	Monthly	2,867.45	2,955.39	3,030.59	3,133.81	3,229.40	3,324.98	3,444.77	3,560.75	3,716.22	3,790.13	
	Bi-weekly	1,323.44	1,364.03	1,398.73	1,446.37	1,490.49	1,534.61	1,589.90	1,643.42	1,715.18	1,749.29	
	Hourly	16.542976	17.050325	17.484142	18.079682	18.631127	19.182573	19.873694	20.542770	21.439713	21.866137	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
14M	Annual	34,959.96	35,862.30	37,039.79	38,140.94	39,333.81	40,587.90	41,979.58	43,600.55	45,542.80	46,429.76	1.0900
	Monthly	2,913.33	2,988.53	3,086.65	3,178.41	3,277.82	3,382.33	3,498.30	3,633.38	3,795.23	3,869.15	
	Bi-weekly	1,344.61	1,379.32	1,424.61	1,466.96	1,512.84	1,561.07	1,614.60	1,676.94	1,751.65	1,785.76	
	Hourly	16.807674	17.241489	17.807590	18.336988	18.910483	19.513414	20.182489	20.961802	21.895575	22.322000	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
15	Annual	35,464.68	36,367.02	37,605.74	38,752.74	39,899.75	41,337.28	42,728.96	44,242.84	46,215.84	47,133.29	1.1100
	Monthly	2,955.39	3,030.59	3,133.81	3,229.40	3,324.98	3,444.77	3,560.75	3,686.90	3,851.32	3,927.77	
	Bi-weekly	1,364.03	1,398.73	1,446.37	1,490.49	1,534.61	1,589.90	1,643.42	1,701.65	1,777.53	1,812.82	
	Hourly	17.050325	17.484142	18.079682	18.631127	19.182573	19.873694	20.542770	21.270596	22.219153	22.660233	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
15V	Annual	37,208.12	38,309.26	39,272.57	40,572.53	41,643.19	43,049.98	44,304.08	45,695.75	47,760.47	48,708.66	1.1600
	Monthly	3,100.68	3,192.44	3,272.71	3,381.04	3,470.27	3,587.50	3,692.01	3,807.98	3,980.04	4,059.06	
	Bi-weekly	1,431.08	1,473.43	1,510.48	1,560.48	1,601.66	1,655.77	1,704.00	1,757.53	1,836.94	1,873.41	
	Hourly	17.888517	18.417915	18.881043	19.506023	20.020764	20.697105	21.300036	21.969110	22.961764	23.417626	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
16	Annual	36,367.02	37,605.74	38,752.74	39,899.75	41,337.28	42,728.96	44,242.84	45,848.70	47,928.53	48,892.10	1.1400
	Monthly	3,030.59	3,133.81	3,229.40	3,324.98	3,444.77	3,560.75	3,686.90	3,820.73	3,994.04	4,074.34	
	Bi-weekly	1,398.73	1,446.37	1,490.49	1,534.61	1,589.90	1,643.42	1,701.65	1,763.41	1,843.40	1,880.47	
	Hourly	17.484142	18.079682	18.631127	19.182573	19.873694	20.542770	21.270596	22.042645	23.042562	23.505817	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
17	Annual	37,605.74	38,752.74	39,899.75	41,337.28	42,728.96	44,242.84	45,848.70	47,377.95	49,503.90	50,497.96	1.1800
	Monthly	3,133.81	3,229.40	3,324.98	3,444.77	3,560.75	3,686.90	3,820.73	3,948.16	4,125.33	4,208.16	
	Bi-weekly	1,446.37	1,490.49	1,534.61	1,589.90	1,643.42	1,701.65	1,763.41	1,822.23	1,904.00	1,942.23	
	Hourly	18.079682	18.631127	19.182573	19.873694	20.542770	21.270596	22.042645	22.777862	23.799954	24.277866	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
17C	Annual	39,211.60	40,373.72	41,444.38	42,759.45	43,937.20	45,313.51	46,781.52	48,203.95	50,329.64	51,339.06	1.2300
	Monthly	3,267.63	3,364.48	3,453.70	3,563.29	3,661.43	3,776.13	3,898.46	4,017.00	4,194.14	4,278.26	
	Bi-weekly	1,508.14	1,552.84	1,594.01	1,644.59	1,689.89	1,742.83	1,799.29	1,854.00	1,935.76	1,974.58	
	Hourly	18.851731	19.410441	19.925182	20.557426	21.123654	21.785339	22.491117	23.174975	24.196940	24.682242	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
18	Annual	38,752.74	39,899.75	41,337.28	42,728.96	44,242.84	45,848.70	47,377.95	49,075.54	51,262.45	52,287.26	1.2100
	Monthly	3,229.40	3,324.98	3,444.77	3,560.75	3,686.90	3,820.73	3,948.16	4,089.63	4,271.87	4,357.27	
	Bi-weekly	1,490.49	1,534.61	1,589.90	1,643.42	1,701.65	1,763.41	1,822.23	1,887.52	1,971.63	2,011.05	
	Hourly	18.631127	19.182573	19.873694	20.542770	21.270596	22.042645	22.777862	23.594007	24.645410	25.138105	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
19	Annual	39,899.75	41,337.28	42,728.96	44,242.84	45,848.70	47,377.95	49,075.54	50,834.35	53,051.75	54,107.04	1.2500
	Monthly	3,324.98	3,444.77	3,560.75	3,686.90	3,820.73	3,948.16	4,089.63	4,236.20	4,420.98	4,508.92	
	Bi-weekly	1,534.61	1,589.90	1,643.42	1,701.65	1,763.41	1,822.23	1,887.52	1,955.17	2,040.45	2,081.04	
	Hourly	19.182573	19.873694	20.542770	21.270596	22.042645	22.777862	23.594007	24.439591	25.505650	26.013000	

Grade		1	2	3	4	5	6	7	8	9	10	Night Diff
20	Annual	41,337.28	42,728.96	44,242.84	45,848.70	47,377.95	49,075.54	50,834.35	52,592.90	54,932.77	56,018.54	1.2900
	Monthly	3,444.77	3,560.75	3,686.90	3,820.73	3,948.16	4,089.63	4,236.20	4,382.74	4,577.73	4,668.21	
	Bi-weekly	1,589.90	1,643.42	1,701.65	1,763.41	1,822.23	1,887.52	1,955.17	2,022.80	2,112.80	2,154.56	
	Hourly	19.873694	20.542770	21.270596	22.042645	22.777862	23.594007	24.439591	25.285046	26.409983	26.931991	

AFSCME Local 707/Lake Owasso Residence Behavior Analysts Salary Plan

Service Requirements for Salary Step Advancement For Salary Plan 34C

The Service Requirements for Salary Step Advancement For Employees on this Salary Plan are as follows:

Step Advancement		Service Requirements	
From	To	Full Time	Part Time
Step 01	Step 02	1/2 Year	1,040 Hours
Step 02	Step 03	1/2 Year	1,040 Hours
Step 03	Step 04	1 Year	2,080 Hours
Step 04	Step 05	1 Year	2,080 Hours
Step 05	Step 06	1 Year	2,080 Hours
Step 06	Step 07	1 Year	2,080 Hours
Step 07	Step 08	5 Years	10,400 Hours
Step 08	Step 09	5 Years	10,400 Hours
Step 09	Step 10	5 Years	10,400 Hours
Step 10	Step 11	5 Years	10,400 Hours

Salary progression on this plan is not subject to years of service (Longevity increases).

Effective 1/3/15

Grade		1	2	3	4	5	6	7	8	9	10	11	Night Diff
20R	Annual	42,683.10	44,212.36	46,001.65	47,790.95	49,671.97	51,552.99	53,541.09	56,171.49	59,398.33	60,881.99	62,089.96	1.3300
	Monthly	3,556.93	3,684.36	3,833.47	3,982.58	4,139.33	4,296.08	4,461.76	4,680.96	4,949.86	5,073.50	5,174.16	
	Bi-weekly	1,641.66	1,700.48	1,769.29	1,838.11	1,910.46	1,982.81	2,059.27	2,160.44	2,284.55	2,341.61	2,388.08	
	Hourly	20.520723	21.255940	22.116179	22.976419	23.880754	24.785089	25.740910	27.005526	28.556887	29.270185	29.850943	