Tentative Agreement RCSA and RC 2025-2027 Collective Bargaining Agreement

TA reached on March 27, 2025

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Article 1 Preamble

- 1.1 This Agreement entered into by Ramsey County, hereinafter referred to as the Employer, and Ramsey County Supervisors Association, hereinafter referred to as the Union or Association, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.
- 1.2 All Personnel policies provided by this contract, unless otherwise stated, shall be applied uniformly across the entire bargaining unit.
- 1.3 The County will adhere to the Personnel Rules and Benefits Policies for bargaining unit members unless otherwise specified in the collective bargaining agreement.

Article 2 Recognition

2.1 The Employer recognizes the Union as the exclusive representative of the following job classifications in the Ramsey County Supervisors Association recognized bargaining unit of all first level supervisors who meet the definition of a supervisory employee pursuant to Minn. Stat. 179A.03, subd. 17, in the Departments within the Health and Wellness Service Team, employed by Ramsey County, in the following titles who are public employees within the meaning of Minn. Stat 179A.03, subd 14, excluding confidential employees, those included in other bargaining units, non-supervisory employees and all other employees:

Mental Health Supervisor Community Corrections Supervisor Social Worker Principal Eligibility Specialist Supervisors Public Health Nurse Clinician Public Health Program Supervisor

Management & Analysis Supervisor Research & Evaluation Supervisor Office Manager Nurse Supervisor Nurse Supervisor CH (Correctional Health)

- 2.2 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.3 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Article 3 Definitions

- 1. Union: The Ramsey County Supervisor Association ("RSCA").
- 2. Employee: A member of the exclusively recognized bargaining unit as defined in the recognition article of this agreement.
- 3. County: County of Ramsey.
- 4. Union Officer/Steward: Officer, Steward, or board member of the Union elected or appointment by the Ramsey County Supervisor Association.
- 5. Permanent Status: The state or condition achieved by an employee in the classified service who has successfully complete an initial probationary period or a probationary period required following reinstatement or reemployment.
- 6. Probationary Status: The state or condition of an employee following appointment to a position in the classified service, during which the employee is required to demonstrate ability to perform the duties and fulfill the responsibilities of the position. Probationary employees are not subject to just cause if discharged during the probationary period.
 - a. The Probationary period shall be the equivalent of twelve (12) months (2080 hours). Parttime or intermittent employees shall serve a probationary period of the equivalent number of

hours as full-time employees in the same class or twice the time of probation in months, whichever comes first (e.g. six (6) months probationary period- 1040 hours or one (1) year, whichever comes first).

7. Provisional Status: The state or condition of an employee who has been appointed for a limited period of time (not to exceed six [6] months) to a classified position for which no eligible list exists.

Article 4 Union Security

- 4.1 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.
- 4.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.3 The Employer shall furnish the Union each month a list of new employees hired in positions in the Bargaining Unit.
- 4.4 The Employer agrees that on the Employer's premises and without loss of pay the Union stewards shall be allowed to post official Union notices of the designated representative; transmit communications authorized by the Union or its officers under the terms of this contract; consult with the Employer, their representative, Union officers or the Union representative concerning the enforcement of any provisions of this Agreement, so long as such action does not interfere with regular Employer duties or create overtime.
- 4.5 Bulletin Board–The Employer shall make space available on the employee bulletin board or electronic equivalent for the posting of Union notice(s) and announcement(s).

Article 5 Employer Security

5.1 Neither the Union, its officers or agents, will engage in, encourage, sanction, support or suggest 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 of 1971 as amended. In the event of a violation of this Article, the Union shall join with the Employer to 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 full duties within twenty-four (24) hours of such warning

may be subject to the penalties provided in the Public Employment Labor Relations Act of 1971, as amended.

Article 6 Employer Authority

- 6.1 The Employer retains the sole right to operate and manage all manpower, facilities and equipment in accordance with applicable laws and regulations of appropriate authorities.
- 6.2 Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Article 7 Hours of Work

- 7.1 Normal Work Hours. Normal hours of full-time employment shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. A department head may adjust start and end time for individual employees and may allow employees to flex their time when appropriate. The regular hours of work each day will be consecutive.
- 7.2 Except as modified by this Agreement, work shifts, staffing schedules, and the assignment of employees thereto shall be established by the Employer.
- 7.3 Permanent change in an employee's regular work schedule will require two weeks advance notice by the Employer.

Article 8 Part Time Employees

- 8.1 Part-time employees with provisional, probationary, or permanent status shall be eligible to earn all employee benefits described in this agreement, unless specifically excluded on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each pay period and are assigned a regular work schedule, as opposed to being subject to call or to work when available.
- 8.2 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 contributions towards insurance benefits on a pro rata basis based on average paid hours per pay period, with determination made each following six-month period. Employees whose average paid hours are at least fifty percent (50%) but less than seventy-five (75%) of full time shall receive two-thirds (2/3) of the County contribution towards insurance benefits. Employees who are regularly scheduled to work between sixty (60) and eighty (80) hours per pay period shall receive contributions toward health and dental premiums at the same rate as full-time employees.
 - 8.3 An intermittent employee is defined as a person with permanent or probationary status not working a regular work schedule (e.g. on call). As established by the County Board (Resolution 2014-262) there is an Initial Measurement period of 12 months (new hires), and Standard Measurement Period of 12 months (current employees) for Intermittent employees to determine if they meet the ACA full-time

standard of at least 30 hours per week; an Administrative period of not more than 60 days to assess hours worked during the measurement period and enroll those who qualify as full-time and choose to elect coverage; and a Stability Period with 12 months medical insurance for those who elect coverage, provided they remain employed with the County. The County will offer medical insurance to Intermittent employees who meet the ACA full-time standard of at least 30 hours per week as provided in this section, with the same County contribution provided to Regular Permanent employees.

Article 9 Holidays

Designated holidays shall be eight (8) hours each and are defined as: 9.1

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

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

9.2 Employees are eligible for paid holidays as follows:

> a) Every full-time permanent, probationary or unclassified employee shall be eligible for all of the above-listed holidays.

b) Part-time permanent, probationary or unclassified employees shall be eligible to earn holiday pay on

a pro rata basis, provided that they are assigned a regular work schedule (as opposed to being subject to call or to work when available) of not less than thirty- two (32) hours per pay period.

d) In order to receive holiday pay, an eligible employee must have worked, or been on paid status, on their regularly scheduled workdays immediately before and after the holiday.

- 9.3 When New Year's Day, Juneteenth, Independence Day, Christmas Day or Veterans Day falls on Sunday, the following day shall be a holiday for employees who work a Monday through Friday schedule. When New Year's Day, Juneteenth, Independence Day, Christmas Day or Veterans Day falls on Saturday, the preceding day shall be a holiday for employees who work a Monday through Friday schedule.
- 9.4 Every employee with probationary or permanent status shall be eligible for "floating holidays" based on the following:

- 1) Employees shall be entitled to up to sixteen (16) hours per year.
- 2) Any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee annually on the pay period including June 30.
- 3) Full-time and part-time employees shall receive sixteen (16) hours of floating holiday annually on the first full pay period following the pay period including June 30, pro-rated for part-time employees.
- Probationary Employees will not be paid for unused floating holiday(s) hours if employment terminates.
- 5) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.
- 9.5 Employees assigned to work the shift of six (6) days on and three (3) days off or four (4) days on and two(2) days off shall not be eligible for holidays.

Article 10 Sick Leave

- 10.1 Each full-time provisional, probationary and permanent employee shall earn sick leave at the rate of 4.6154 hours for each pay period. Sick leave accrual will be based on actual hours on paid status in a pay period and will be prorated for full-time provisional, probationary, and permanent employees who work less than 80 hours in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per period for no more than two (2) consecutive pay periods.
- 10.2 Permanent, regularly scheduled employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 10.3 The Employer and the Union agree that Sick Leave shall comply with or exceed the Minnesota Earned Safe and Sick Time Law (Minn. Stat. 181.9448), and may be authorized for the following reasons with the limitations as specified:
 - 1) For illness or injury, dental or medical care for the employee or their family members as defined in Minnesota Earned Safe and Sick Time Law (Minn. Stat. 181.9445). Sick leave usage by the employee shall be subject to approval and verification by the department head, who may require the employee to furnish reasonable documentation after three consecutive absences from a scheduled workday.
 - 2) An employee may use sick leave for the closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency except as provided in Minnesota Statute 181.9447, Subd. 1(4).

- 3) An employee may use sick leave for safety leave for assistance to themselves or their relatives as described in paragraph (1). For the purpose of this paragraph, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking, pursuant to Minn. Stat. 181.9447.Sick leave not to exceed one hundred-sixty (160) hours may be utilized by employees for the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. The leave must be consecutive and taken within twelve (12) months of the birth or adoption.
- 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 through reasonable documentation that due to pregnancy, the employee is disabled in terms of their ability to perform the duties of their position. Such employee shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or disabled County employee during the remaining period of pregnancy and until such time as the employee is certified able to return to work by a healthcare professional
- 5) In the event a pregnant employee elects to resign their employment because of pregnancy, such employee will be paid for accumulated sick leave up to but not exceeding one-hundred-twenty (120) hours.
- 6) Sick leave not to exceed forty-eight (48) hours may be utilized to make arrangements or attend funeral services or memorial, or address financial or legal matters that arise after the death of an employee's family member as defined in paragraph (1).
- 10.4 To be eligible for sick leave payment, the employee will notify the Employer or designee in advance when the sick leave is foreseeable, but if it is not foreseeable, as soon as practicable. An employee cannot be required to seek or find a replacement worker to cover the sick leave hours used by the employee as a condition of the employee's use of sick leave.
- 10.5 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1-March 31; April 1-June 30; July 1-September 30; October 1-December 31.

Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee, on a pro-rated basis, based on hours worked for the three (3) month period. The three (3) month periods shall be the same as identified in the preceding paragraph.

10.6 An employee that has satisfied the elimination period for either short term or long term disability may, at the employee's option, retain a sick leave bank of up to eighty (80) hours when the employee begins an

unpaid medical leave, provided the employee has a bank of paid sick leave hours remaining after satisfying the elimination period.

- 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 the collective bargaining agreement and Benefits Policy.

- 10.7 Employees on sick leave with or without pay may not engage in other employment without the written approval of the Employer
- 10.8 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties, on or after January 1, 2000, shall upon approval by Human Resources, be granted sick leave for each work day up to a maximum of one hundred and thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave they have accumulated. This additional sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and one hundred percent (100%) of the employees' normal daily wage.

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

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

In no event shall this section be construed or operate to permit an employee to receive a combined wage and Workers' Compensation payment exceeding 80% of the employee's normal daily wage.

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

Article 11 Vacation

11.1 Permanent or probationary employees shall earn vacation at the rates prescribed below. Vacation accrual is based on full-time equivalency.

Length of Employment	Accrual in Hours/ Pay Period	Yearly Accrual in Hours/Days	Max Accrual
Less than 4 years	4.6154	120/ 15 days	300
Between 4 and	6.1538	160/ 20 days	400
15 years			
Between 15 and	6.4615	168/ 21 days	420
23 years			
23 years or more	7.6923	200/ 25 days	500

- 11.2 Full-time permanent or probationary employees shall not earn vacation credit for a pay period if unpaid leaves of absence in that pay period equal or exceed forty (40) hours in a pay period, except as provided in Military Leaves, Leave for Political Office as outlined in the Benefits Policy, and Unpaid Union Leave. An employee is allowed to have up to forty (40) unpaid union leave hours per pay period for no more than (2) consecutive pay periods.
- 11.3 Earned Vacation Upon Separation. Upon separation from county employment, a permanent or probationary employee shall be granted vacation pay earned up to the time of separation.
- 11.4 Accumulation of Vacation. Vacation may be accumulated to a maximum of two- and one-half times (2.5) twice the annual vacation earning rate of the employee. Any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on the pay period including June 30th of each year.

Article 12 Separation Pay

- 12.1 Upon separation from county service by resignation, layoff, expiration of a leave of absence or death, a permanent employee shall be paid one half (1/2) of all unused sick leave based on their accumulated sick leave hours at the time of separation, up to the following maximums, provided that:
 - That at the time of separation from county service, the employee must have been employed by the county in the classified service for at least five (5) years of full-time equivalent service 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.

- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) Separation payment may be deferred to January of the next calendar year if requested in writing by the employee.

Accruals	Maximum pay
Employees with at least 100 hours sick leave and less than 480 hours	\$5,000
Employees with at least 480 hours sick leave and less than 850 hours	\$10,000
Employees with at least 850 hours sick leave and less than 1,000 hours	\$11,000
Employees with at least 1,000 hours sick leave and less than 1,150 hours	\$12,000
Employees with at least 1,150 hours sick leave and less than 1,300 hours	\$13,000
Employees with at least 1,300 hours sick leave and less than 1,450 hours	\$14,000
Employees with at least 1,450 hours sick leave and less than 1,600 hours	\$15,000
Employees with at least 1,600 hours and less than 1,750 hours	\$16,000
Employees with at least 1,750 hours and less than 1,900 hours	\$17,000
Employees with at least 1,900 hours or more	\$18,000

Article 13 Leaves of Absence

- 13.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after thirty (30) days' service with the Employer.
- 13.2 Application for Leave. Any request for a leave shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by the Employer or designee, and it shall be in writing.
- 13.3 In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position in their department if the leave is for sixty (60) days or less and to their classification in their department if the leave is in excess of sixty (60) days.
- 13.4 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.

- 13.5 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.
- 13.6 Union Business. Employees elected to any Union office or selected by the Union to work which takes them from their employment with the Employer, shall at the written request of the Union, be granted a leave of absence without pay.
- 13.7 Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.
- 13.8 Paid Parental Leave. Effective 1/1/25, the County will provide eight (8) weeks of paid parental leave (prorated for part-time employees) for the birth, adoption, or foster placement of a child in the employee's home. This 8 weeks of paid parental leave program (pro-rated for part-time employees) will continue until a state parental leave program is in effect, at which point this provision will sunset. Paid parental leave shall be utilized within six (6) months following the birth or adoption of a child (or children). Paid parental leave must be exhausted prior to using unpaid leave.
- 13.9 Either parent adopting a child or the spouse of the person having a child shall be granted a personal lave, 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.
- 13.10 Educational leaves of absences may be granted for a maximum of two (2) years.
- 13.11 Employees placed on leave with pay pending an investigation as provided under Rule 26.5 of the Ramsey County Personnel Rules, shall be instructed by the employer regarding the employer's requirements for the employee's availability, and the employee will provide the employer with a means of contacting the employee by phone, or other technology that provides the same day telephone access within two business hours and in person access within one business day during the investigation.
- 13.12 Neither benefits nor salary increases shall be earned by employees while on leave of absence without pay. Employees returning to work after leave without pay will be paid at the same salary step help at the time the leave began.
- 13.13 An employee who is granted a leave of absence without pay for illness or disability shall be accorded an unqualified right to be reinstated to:
 - 1) Their former position in their department if the absence is for sixty (60) calendar days or less, or
 - 2) A position in their department in the classification held at the time the leave started, if the absence is longer than sixty (60) calendar days, except in either case when all positions in such class have been abolished.

Article 14 Wages

14.1 Wage Schedule- 2025-2027

1/1/2025 - 12/31/2027

- 2025:
 - o 3.0% wage increase effective the first full pay period following January 1, 2025.
 - The applicable salary plans shall be revised as part of the countywide classification and compensation modernization initiative as seen in Appendix A.
 - Employees shall progress through the wage schedule per the applicable salary plan in 2025.
- 2026:
 - o 3.5% wage increase effective the first full pay period following January 1, 2026.
 - Employees shall progress through the wage schedule per the applicable salary plan in 2026.
 - Effective January 1, 2026, all salary plans containing steps that require four (4) or more years between progression shall reduce the progression by two (2) years not to result in more than two (2) years between steps. No change to steps that require less than four (4) years between progression.
- 2027:
 - 4.5% wage increase effective the first full pay period following January 1, 2027.
 - Employees shall progress through the wage schedule per the applicable salary plan in 2027.
- 14.2 Deferred Compensation Match. Effective the first full pay period following 1/1/2022 the Employer will provide a matching contribution directly to the employee's deferred compensation plan provider of a maximum of \$35 per month or \$420.00 annual maximum, per contributing employee, provided the employee makes a minimum contribution of \$10.00 per month. This contribution will be prorated based on regular hours worked. In the event an employee contributes to more than one deferred compensation plan provider offered by the county, the employer contribution shall only be made to a single plan and will default to the plan that the employee contributes a greater amount to. In the event the employee contributes equally to the plan providers, the employer contribution will default to the MSRS administered plan.
- 14.3 Vacation Cash Out. Once in each calendar year, an Employee may convert 100 hours of their accumulated vacation to a cash payout.
- 14.4 Night Differential. Full- Time employees assigned to shift work receiving pro rata benefits, who work as part of their regular schedule on a shift which includes time between 6 p.m. and 6 a.m., shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. The night differential shall be paid as additional compensation equivalent to 7% (seven percent) of the first step in the salary range established for the classification. This differential will not be paid where such work constitutes overtime under the provisions of the Agreement. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves. Employees who provide shift coverage for absent subordinate employees who are assigned to shift work are eligible for said differential when providing shift coverage during the eligible times.
- 14.5 Weekend Differential. Full- Time employees assigned to shift work receiving pro rata benefits, required to work on Saturday or Sunday as part of their regular schedule shall be compensated at the rate of one dollar (\$1.00) per hour for each hour worked. Compensation under this section will be in addition to the

employee's regular salary and will be earned for the entire period worked, provided at least four (4) hours of the period 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. Employees who provide shift coverage for absent subordinate employees who are assigned to shift work are eligible for said differential when providing shift coverage during eligible times.

- 14.6 On-Call Pay. Employees required by the Employer to be available and answer a call and perform work if necessary during certain specified hours outside their work shift are on-call. Employees required to be on-call shall be compensated at the rate of three dollars (\$3.00) per hour. In the event an employee is called to work, the employee is paid their regular rate of pay for all hours worked.
- 14.7 Mileage and Parking- Employees will be reimbursed for work related to mileage and parking as follows:
 1) Mileage Rates- The mileage rates shall be the maximum allowed by the Internal Revenue service. If the IRS rate should change during the terms of the contract, the contract rate shall change also on the date specified by the IRS.

2) Commuting- Depending on their primary worksite designation, employees will either be provided with free parking by the employer or be provided a monthly parking allowance. Parking allowance eligibility is determined in accordance with the Ramsey County Commuting Policy, Administrative Policy Manual, Chapter 2, Section 5, Policy 6. Parking allowance amounts are based on the employee's flexible workplace designation as determined by the employer and described in the Ramsey County Flexible Workplace Policy, Administrative Policy Manual, Chapter 4, Section 1, Policy 14.

14.8 The County shall pay the cost of initial license/certification for current employees or the relicensure/certification where required by the Employer.

Article 15 Discipline

- 15.1 Discipline shall be only for Just Cause, provided in writing including the reason(s) therefore, effective date, generally in the following order, and in the form of:
 - Written reprimand
 - Suspension
 - Demotion
 - Discharge
- 15.2 The Employer shall not administer discipline unless the employee has had an opportunity to have a representative of the union present.
- 15.3 Investigation. Employees may be afforded union representation when the employee is the subject of an investigation; that right shall be offered to employees upon notice of the investigation. If, in the course of an investigation, it is reasonably believed that disciplinary action may be taken against an employee, the

employee will be given an opportunity to have a union representative present before the Employer proceeds to further question the employee regarding the matter.

- 15.4 Written Reprimand. Written Reprimands will become part of an employee's personnel file. The employee will receive a copy of such reprimand.
- 15.5 Limited Retention. Upon agreement between the union and management, a written reprimand will be removed from an employee's personnel file provided that (1) no further disciplinary action has been taken against the employee for same or similar infractions six (6) months to one (1) year as agreed to from the date of written reprimand and (2) the employee submits a request for removal. Such request to remove a document from a personnel file under this section shall not be placed in the file. Materials removed pursuant to this section shall be provided to the employee. Removal of written reprimands shall be subject to the county's retention records and any applicable federal and state laws.
- 15.6 Loudermill. In the event of a reduction, demotion, suspension, or discharge, the employee shall be offered a Loudermill meeting for an opportunity to hear an explanation of the evidence against them, to present their side of the story, and shall be informed of the right to have a representative, which may be a union representative, at such meeting. The employee shall remain in pay status and disciplinary action shall not become effective during that period when the meeting may occur. However, if the employee was not in pay status at the time of the notice of discharge for other reasons, the requirement to be in pay status shall not apply.
- 15.7 Disciplinary Grievance Procedure. An employee receiving discipline may submit the disciplinary action to the grievance procedure beginning at Step 2 pursuant to Article 16 Grievance Procedure, or appeal the disciplinary action through the non-bargaining grievance procedures provided under the Ramsey County Personnel Act and Personnel Rules. An employee may not use more than one of these procedures in appealing a disciplinary action.

Article 16 Grievance

- 16.1 Definition of Grievance A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. An employee has the right to proceed under non-contractual remedies in the County Personnel Act and Rules and Veterans Preference Act. An employee may not employ both the grievance procedures under this Article and non-contractual remedies for the same grievance.
- 16.2 Organization Representatives The County will recognize representatives designated by the Union as the representative or steward of the bargaining unit having the duties and responsibilities established by this Article. A list of union representatives or stewards will be provided to Labor Relations in Human Resources at least annually or in the event there are changes in representatives.

- 16.3 Processing of Grievance It is recognized and accepted by the Union and the County that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employees' duties and responsibilities. The aggrieved employee's union representative or steward, if an employee, shall be allowed a reasonable amount of time without loss in pay, to investigate a grievance, and present grievances to the County during normal working hours provided the employee and the employee union steward have notified the designated supervisor.
- 16.4 Grievance Procedure Grievances shall be processed in the following manner:

Step 1. Informal: The union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within five (5) work days.

Step 2. If the grievance is not settled in Step 1 it shall be referred in writing by the union representative or steward to the department head or designee within ten (10) work days after the designated supervisor's answer in Step 1. The department head or designee shall discuss the grievance within ten (10) work days with the employee and the Union representative or steward. The department head or designee shall give written answer to the Union within (10) work days following their meeting.

Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources or designee within ten (10) work days after the department head or designee's answer in Step 2. A meeting between the Director of Human Resources or designee, the department head or representative, the employee, and the Union shall be held ten (10) work days after the department had or designee's answer in Step 2. At this meeting all pertinent facts shall be presented by the Union and the Employer. The Director of Human Resources or designee shall give the Employer's written answer to the Union within ten (10) work days following this meeting. Step 4. Arbitration - If the grievance is not settled in Step 3, and the Union wishes to refer the grievance to arbitration, the Union shall inform the Employer of its intent to arbitrate within ten 10 work days after the

Union's receipt of the Employer's written answer in Step 3. The Union and the Employer will then select an arbitrator either under the alternate striking provisions of Minnesota Statutes 179A.21, Subdivision 2, or by another method mutually agreeable to the Union and the Employer.

(a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the County and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.

(b) Mediation. Upon notice to the Employer that the Union is prepared to file for step4, which must occur ten (10) working days after the employer's decision in Step 3, the parties may jointly file for and participate in mediation prior to step 4.

(c) The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

(d) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the County and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

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

Article 17 Seniority

- 17.1 Seniority means an employee's length of continuous service by classification and from their date of hire.
- 17.2 Classification Seniority. Classification seniority is defined as the length of continuous service in a specific job classification within the bargaining unit including time in the classification prior to the classification being covered by the bargaining unit. When an employee returns to a previously held classification or exercises bumping rights under Article 18.2, classification seniority in that class shall be reinstated, without the time in a higher or equal level position outside of the bargaining group.
- 17.3 In the event there is a tie in classification seniority it shall be broken in the following manner:
 - 1) Continuous time within the bargaining unit.
 - 2) Continuous time within the County.
 - 3) Departmental Seniority
 - 4) Certification List
- 17.4 On March 1st the Employer shall establish departmental and bargaining unit seniority lists showing the continuous service of each employee by classification. There shall be a separate list for intermittent

employees. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced. A copy of the seniority lists shall be furnished to the Union when it is posted.

- 17.5 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. An employee's continuous service record shall not be broken because of an approved leave (paid or unpaid) and/or after layoff for the time the employee is on the recall list.
- 17.6 An employee promoted or transferred to a new, equal or higher classification shall have the option of returning to their former classification if such employee fails probation whether their promotion is within the bargaining unit or to another position of employment provided by the Employer. In addition, during the probationary period an employee may return to their former classification upon request with the approval of the departments affected.

Article 18 Work Force

- 18.1 Assignments will be at the discretion of the Employer. In assigning employees, the business needs of the Employer shall be the primary consideration. Employee preference and seniority shall be considered thereafter.
- 18.2 Work Force Reduction. Whenever a department reduces its work force, the appointing officer shall designate by class title, the class of positions to be affected.
- 18.3 Order of Work Force Reduction within a Department. To accomplish a work force reduction, first temporary, then provisional, then intermittent employees, and then probationary employees, in that order, in the designated class in the department must be released before any employee with permanent status in the designated class in the department can be laid off or reassigned to a different department. If additional work force reduction is required, employees with permanent status in the designated class in the department or layoff in the inverse order of their class seniority. Employee shall be recalled form layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before any new employee is hired.
- 18.4 Reassignment to another Department/Layoff. The permanent employee in the affected class with the least class seniority in the department shall be reassigned by the Director to a vacant, funded position in the same class in another department. If no vacant, funded position in the class exists in any department, the employee shall be reassigned by the Director to a position occupied by a provisional employee in the same class. If no position occupied by a provisional employee exists, the employee being reassigned shall be assigned to the position occupied by the permanent employee with the least seniority in the class County wide. In this event, the permanent employee with the least seniority County wide shall be laid off.

18.5 Seniority Rights to Previously Held Titles. An employee who has been laid off as a result of the work force reduction process outlined in Sections 18.3 and 18.4 shall be permitted to exercise their seniority rights to any classification previously held as a permanent employee in an equivalent or lower pay range. If the act of an employee exercising their seniority rights results in the layoff of another employee, it shall be in accordance with this Article.

Article 19 Insurance

- 19.1 Employee insurance- The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)
- 19.2 Medical Insurance:
 - a. Single— The total premium for single coverage shall be split 95% County / 5% employee.
 - b. Employee plus Spouse— The total premium for employee plus spouse coverage shall be split 82% County / 18% employee.
 - c. Employee plus Child(ren)— The total premium for employee plus child(ren) coverage shall be split 82% County / 18% employee.
 - d. Family— The total premium for family coverage shall be split 83% County / 17% employee.

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

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

Employer contributions are prorated for part-time employees.

Dental Insurance:

- a) Single— The total premium for single coverage shall be split 50% County / 50% employee.
- b) Employee plus Spouse— The total premium for employee plus spouse coverage shall be split 50% County / 50% employee.
- c) Employee plus Child(ren)— The total premium for employee plus child(ren) coverage shall be split 50% County / 50% employee.
- d) Family— The total premium for family coverage shall be split 55% County / 45% employee.
 - i. Select Plan: Effective January 1, 2024, the total premium for family coverage shall be split 55% County / 45% employee.
 - ii. Open Plan: Effective January 1, 2024, the total premium for family coverage shall be split 55% County / 45% employee.

Employer contributions are prorated for part-time employees.

- The Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat.
 268B.14.
- Article 20 Health Care Savings Plan (HCSP)
- 20.1 All benefits-eligible employees hired by Ramsey County on or after January 1, 2006, contribute 1% of gross regular salary to a Health Care Savings Plan account. Employees hired between July 1, 1992 and December 31, 2005, had a one-time opportunity to elect to participate in the Health Care Savings Plan in lieu of eligibility to receive an employer contribution to retiree insurance. Those employees who elected the HCSP contribute 1% of their base salary to a Health Care Savings Plan account.
- 20.2 Ramsey County contributes toward the employee's HCSP beginning with the employee's five-year anniversary date with Ramsey County. The employer contribution is:
 - \$530.40 per year for employees with 5-9 years of service.
 - \$634.40 per year for employees with 10-14 years of service.
 - \$738.40 per year for employees with 15 or more years of service.
- 20.3 The Employer contribution to the HCSP is paid on a per pay period basis, and is pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees

Article 21 General Provisions

- 21.1 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.
- 21.2 All in-service training shall be at the expense of the Employer.
- 21.3 (1) During the term of this Agreement, the Employer shall not contract out or subcontract any public work performed by employees covered by this Agreement which would result in a lay off.

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

- 21.4 Education/Tuition Allowance: Any employee who, in order to improve their work performance, takes courses which have a direct relationship to their current or future work or a position they can reasonably hope to advance to, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by their department head. Factors upon which an employee's eligibility depends include the relevance of the course work to the employee's position; the status of the educational institution and availability of funds, pursuant to the County's Tuition Reimbursement guidelines. Tuition payments shall be limited to \$4,000 annually for any one employee. Employees otherwise eligible for a refund shall not submit claims for tuition reimbursement when such tuition has been or shall be paid by a federal plan of "benefits for veterans and service personnel" or by other sources.
- 21.5 By mutual agreement, union and management may establish a meet and confer process or LMCs. The purpose of the meet and confer process is to provide transparency and to strengthen work relationships between labor and management. Participants will provide perspective, expertise and assist with working environment and related practices. Meet and confer participants (excluding stewards) shall consist of and be limited to, individuals from that specified work site(s)/department. Meet and confer representatives from both union and management may consist of up to three employees from the specific work sites(s)/department, in addition to the local steward, unless otherwise mutually agreed upon. The participants selected by both labor and management will make efforts to place priorities upon quality public service.

Article 22 Complete Agreement

- 22.1 This Agreement shall represent the complete Agreement between the Union and the County.
- 22.2 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.
- 22.3 Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

Article 23 Term of Agreement

1/1/2025 - 12/31/2027

23.1 This Agreement shall be effective as of the first day of January, 2025, and shall remain in full force and effect until the last day of December, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by September 1 that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

This Agreement was approved by the Ramsey County Board of Commissioners on [Date], Board Resolution [Board Resolution Number], and signed by the parties as dated below:

WITNESSES:	RAMSEY COUNTY				
	Chair, Ramsey County Board of Commissioners				
	Ramsey County Manager				
Approved as to form by:					
	RAMSEY COUNTY SUPERVISOR ASSOCIATION				
Assistant County Attorney					
Date:	Ву:				

MEMORANDUM OF AGREEMENT

PHASED RETIREMENT OPTION

Ramsey County and RCSA ("the Union") agree to the following with respect to the Phased Retirement Option Program (PRO):

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

11	N WITNESS WHEREOF,	he undersigned have caused Memorandum of Agreement to be executed this	
day o	of	20	

FOR THE COUNTY OF RAMSEY

FOR RCSA

Resolution

∋pard of

Ramsey County Commissioners

Presented By: Commissioner Rollman _ Date: ___January 19, 2010. __ No. _2010-055

Attention: Budgoting and Accounting Gair Blackstone, Human Resources Joan Gramling, Hunvan Resources

Page 1 of 2

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

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

WHEREAS, In the 2009 Omnibus Pension Bill, the Minnesota Legislature authorized a Phased Rolingment 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 most 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 Sounty organization and employees; and

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

a) Bonefits

Employees covered by a PRO Agreement with Ramsoy County are: a) not subject to the provisions of the Bonofits 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.

YEA NAY OTHER	Refinery County Sc	pard of Commissioners	
Tany Bennett X ion Carter X Jon NtConough X Rafael Ortogo X Jan Varket X Victoria Reinhandt Boundary Jan Varket X Victoria Reinhandt Chiel Quek - County Scare Victoria Reinhandt X	Tany Bennett Ion Carter Bin NeDonough Rafael Ortogo Jan Parker Janice Retiman	YEA KAY OTHER X	By: Defense Jackelen

Resolution

Soard of

Ramsev County Commissioners

Presented Sy:	Commissioner Retiman Date: Usrugry 19, 2010 No. 2010-035
Actention	Budgeting and Accounting Gell Stankstone, Human Rospurces Jean Gramling, Human Respurces
-	Page 2 of 2 ====================================
b) Wages Employe Bules	es will raceive wages in accordance with Ramsey County Personne'

- c) Position Complements Employees in PRO positions will be treated similar to tomporary 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) Personnal Rules Ramsey County Personne: Rules will apply to employees entering Into a PRO agreement.

Now, Therefore, Bellt

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 is 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; h) not eligible to participate in County employee insurance programs or Health Care Savings Plan (HCSP); and, c) not eligible for the County contribution to deforred compensation, and Bellt Further

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

Remsey County Board of Commissioners.

	YEA	NAY DINER
Tony Serrich	X	
Toni Carter	[X]	
Jim McDariough	X 🗄	
kafael Ortega	X	
Jan Facker	X	
Janice Rettman	Х	Ľ
Victoria Reinhards	X	

Vationia Reijdgoolt, Choir Sachester - Roberton Bonde C. Jackelen Chief Clerk - Couster Beard

Appendix A

Sal												
Plan	Grade	1	2	3	4	5	6	7	8	9	10	11
144	27	28.639264	30.071228	31.503191	32.935154	34.367117	35.799080	37.231044	38.663007	40.094970	41.526933	42.958896
144	31	30.976228	32.525040	34.073851	35.622663	37.171474	38.720285	40.269097	41.817908	43.366720	44.915531	46.464342
144	37	34.844044	36.586246	38.328448	40.070651	41.812853	43.555055	45.297257	47.039459	48.781662	50.523864	52.266066
144	39	36.237806	38.049696	39.861586	41.673477	43.485367	45.297257	47.109148	48.921038	50.732928	52.544818	54.356709
144	41	37.687318	39.571684	41.456050	43.340416	45.224782	47.109148	48.993513	50.877879	52.762245	54.646611	56.530977
144	43	39.194811	41.154551	43.114292	45.074032	47.033773	48.993513	50.953254	52.912995	54.872735	56.832476	58.792216
144	45	40.762603	42.800733	44.838864	46.876994	48.915124	50.953254	52.991384	55.029514	57.067644	59.105775	61.143905
144	47	42.393107	44.512763	46.632418	48.752073	50.871729	52.991384	55.111040	57.230695	59.350350	61.470006	63.589661

Previous Job Code	Previous Job Title	Previous Sal Plan	Previous Grade	New Job Code	New Job Title	New Sal Plan	New Grade
0598	Management & Analysis Supv	44	33	0598	Management & Analysis Supv	144	43
0148	Mental Health Supervisor	44	40	0148	Mental Health Supervisor	144	43
0511	Nurse Supervisor	44	27	0511	Nurse Supervisor	144	39
0005	Office Manager 2	44	14	1030	Office Manager	144	27
0293	Public Health Nurse Clinician	44	39	0293	Public Health Nurse Clinician	144	41
0046	Social Worker 4	44	35	1052	Social Worker Principal	144	43
	Financial Assistance						
0203	Supervisor	44	19	TBD	Eligibility Specialist Supervisors	144	37

	Community Corrections				Community Corrections		
0335	Supervisor	44	37	0335	Supervisor	144	45
	Research & Evaluation Supv				Research & Evaluation		
0441	Research & Evaluation Supv	44	44	0441	Supervisors	144	45
0909	Nurse Supervisor - CH	44	47	0909	Nurse Supervisor - CH	144	47
	Public Health Program				Public Health Program		
0790	Supervisor	44	31	0790	Supervisor	144	41