

Ramsey County
AFSCME Local 8 Assistant County Attorneys
2022-2024 Tentative Agreement Summary

DURATION

This Agreement shall be effective as of the first day of January 2022 and shall remain in full force and effect until the last day of December 2024.

WAGES

2022: 1.50% wage increase effective the first full pay period following January 1, 2022. Employees shall progress through the wage schedule per the established salary plan in 2022.

2023: 2.25% wage increase effective the first full pay period following January 1, 2023. Employees shall progress through the wage schedule per the established salary plan in 2023.

- Effective the first full pay period following July 1, 2023, a one-time Market Adjustment of 0.5% applied to the Attorney 3 Salary Plan 21A grade 41.

2024: 2.25% wage increase effective the first full pay period following January 1, 2024. Employees shall progress through the wage schedule per the newly established salary plan in 2024.

- Effective January 1, 2024, steps that require five (5) or more years between progression shall reduce the progression by one (1) year, not to result in less than four (4) years between steps. No change to steps that require less than five (5) years between progression.

MEDICAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 92% ER / 8% EE. Employer will subsidize the employee’s portion of the single insurance monthly contribution by \$3.00 per month for 2022.
- Family – Effective January 1, 2022, split total premium 75% ER / 25% EE. Employer will subsidize the employee’s portion of the family insurance monthly contribution by \$32.01 per month for 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	\$1,012.17	92% ER / 8% EE	\$931.20/\$80.97	\$3.00	\$77.97/mo	\$934.20/mo
Family	\$2,412.21	75% ER / 25% EE	\$1,809.16/\$603.05	\$32.01	\$571.05/mo	\$1,841.16/mo

2023:

- Single – Effective January 1, 2023, split total premium 92% ER / 8% EE. Employer will subsidize the employee’s portion of the single insurance monthly contribution by \$6.00 per month for 2023.
- Family – Effective January 1, 2023, split total premium 75% ER / 25% EE. Employer will subsidize the employee’s portion of the family insurance monthly contribution by \$47.00 per month for 2023.
- In no case will the subsidies to the employee’s 2023 single or family insurance contributions result in the employee 2023 contribution being less than what the employee paid in 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	TBD	92% ER / 8% EE	TBD	\$6.00	TBD	TBD
Family	TBD	75% ER / 25% EE	TBD	\$47.00	TBD	TBD

2024:

Re-opener to address medical insurance for 2024.

DENTAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2022, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	\$44.68	50% ER / 50% EE	\$22.34/mo	\$22.34/mo
Family	\$99.59	50% ER / 50% EE	\$49.80/mo	\$49.80/mo

2023:

- Single – Effective January 1, 2023, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2023, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	TBD	50% ER / 50% EE	TBD	TBD
Family	TBD	50% ER / 50% EE	TBD	TBD

2024:

Re-opener to address dental insurance for 2024.

RETIREE INSURANCE CONTRIBUTIONS

Regular Retiree Minimum Payment increase of \$10 effective January 1, 2022:

- **Single** – No less than \$75/month
- **Family** – No less than \$150/month

OTHER ECONOMIC ITEMS

One-Time Lump Sum Pandemic Recognition – Article 12

- \$1,000 to employees who have been required to work on-site and provide direct in-person services as of Q1 2022, as determined by the employer.

- \$500 to all other employees who were not required to work in-person or had the option to work from home as of Q1 2022, as determined by the employer.

Eligibility is based on employees meeting the above requirements who were employed as of the end of Q1 2022 and remain employed at the time the payment is issued following implementation of the full 2022-2024 Agreement.

This lump sum payment sets no precedence or guarantee of future lump sum payments for same or similar purpose and reference to shall be removed from future contracts.

OTHER LANGUAGE ITEMS

Juneteenth and Floating Holidays – Articles 7.1, 7.2

- Effective 01/01/2022, add Juneteenth as a county recognized holiday on June 19, within the existing twelve (12) paid holidays
- One floating holiday is exchanged for the recognition of the Juneteenth holiday
- The remaining floating holiday will be modified from an accrual over the course of a year to be provided in whole up to eight (8) hours provided annually.
- The floating holiday will be loaded annually the FFPP following the pay period that includes June 30th in which vacation capping occurs.

Sick Leave – Article 8

- 8.3(5) Increase the number of hours of sick leave that can be used for the purpose of birth or adoption from 40 hours to 80 hours.
- 8.3(8) Expand the use of bereavement leave to include non-traditional family arrangements for clarity and inclusivity
- 8.3(2) Expand the use of sick leave to care for domestic partners

Maximum Annual Vacation Accrual – Article 9

- 9.6 & 9.7 Increase maximum annual vacation accrual from 2 times to 2.5 times the annual accrual and reduce to a one-time per year capping date starting in 2022. Capping and effective date is on or about June 30th each year.

Separation Pay – Article 10

- Modify language throughout the Article from “severance” to “separation” for clarity. No substantive changes.

Leave of Absence – Article 11.9

- Modify language to include paid parental leave shall be utilized within six (6) months following the birth or adoption of a child(ren) and paid parental leave must be exhausted prior to using unpaid leave time.

Wages- Article 12.2 Deferred Compensation

- Revise language to clarify County deferred compensation contributions to vendor in the event of employees contributing to more than one vendor source, no change to County contribution amount.

Wages- Article 12.5 Continuing Legal Education (CLE)

- Revise Continuing Legal Education benefit to increase the annual individual carry over amount and reduce the annual central CLE fund allocation, add language that describes how employees utilize funds following expiration of the agreement while the parties negotiate a successor agreement.

Wages- Article 12.7 Tuition Reimbursement/Education Allowance

- Revise Education Allowance language to align with expansion of County-wide policy, no change to County reimbursement amount.

NEW Discipline Article- Article 14

- Add new Discipline language as Article 14
- Renumber following Articles and update Table of Contents and references throughout the contract

Grievance Article – Article 15

- Revisions to existing language due to addition of new Discipline Article 14
- Renumber subsequent Articles and update references throughout the contract

Extended Flexible Leave Memoranda of Agreement

- Revise language to allow for limited inclusion of part-time employee eligibility, and modify to address use of hours earned in December of each year to be used through the pay period including January 31 of the following year.

MEMORANDA OF AGREEMENT

- i. Vacation Advances- **Renew**
- ii. Labor Management Committee- **Renew**
- iii. Legal Representation- **Renew**
- iv. Short/Long Term Disability Sick Leave Bank- **Renew**
- v. Phased Retirement Option- **Renew**
- vi. Extended Flexible Leave- **Modified, see attached**
- vii. Facility Support Dog Pilot Program- **Renew**
- viii. 2021 Continuing Legal Education Funds- **Remove, expired**

LANGUAGE CHANGES

Article 7 Holidays:

7.1 Employees for whom a legal holiday is a scheduled day of work shall be paid at their regular rate of pay for work performed on the legal holiday and be granted an alternative day off. Provisional, probationary and permanent employees are eligible for holidays as described in this Article, except as described in Article 7.2, with respect to provisional employees. Employees who are required to work at least five (5) hours of an eight (8) hour shift on Christmas Day, December 25, or New Year's Day, January 1, shall be credited with sixteen (16) additional hours which shall be compensated by pay or compensatory time-off at the discretion of the department head. No other overtime or differential pay shall be earned when this provision is in effect. Holidays are defined as:

New Year's Day	January 1st
Martin Luther King's Birthday	The third Monday in January
Presidents' Day	The third Monday in February
Memorial Day	The last Monday in May
Juneteenth	June 19th
Independence Day	July 4th

Labor Day	The first Monday in September
Veterans' Day	November 11th
Thanksgiving Day	The fourth Thursday in November
Thanksgiving Friday	The Friday after Thanksgiving
Christmas Day	December 25th
Floating Holidays	Eight (8) hours 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.

- 7.2 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.
- 7.3 Every employee with probationary or permanent status shall be eligible for "floating holidays" on the following basis:
- 1) Effective 2022, employees shall be entitled to up to 8 (eight) hours per year.
 - 4) Effective 2022, full-time and part-time employees shall receive up to eight (8) hours of floating holiday annually on the first full pay period following the pay period including June 30, pro-rated for part-time employees.
 - 5) Employees who have worked less than 6 months will not be paid unused floating holiday hours if terminating employment.
 - 6) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.

Article 8 Sick Leave:

- 8.3 Sick leave may be authorized for the following reasons with the limitations as specified:
- (2) In accordance with Minnesota Statutes 181.9413, sick leave not to exceed one hundred sixty (160) hours in a calendar year may be used as a result of an illness or injury of the employee's adult child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. This paragraph does not apply to absences due to the illness or injury of a "child" as described in paragraph (1).
 - (5) Sick leave not to exceed eighty (80) 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.

- (8) 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, a person regularly residing in the employee's immediate household, or person the employee regards as a member of the employee's immediate family, and shall include parents and siblings of persons regularly residing in the employee's immediate household.

Article 9 Vacation:

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

<u>Number of years of Employment</u>	<u>Accrual in hrs. per pay period</u>	<u>Yearly Accrual in hours</u>	<u>Maximum Accrual</u>
Less than 4 years	4.6154	120	300
At least 4 years, but less than 15 years	6.1538	160	400
At least 15 years, but less than 23 years	6.4615	168	420
23 years or more	7.6923	200	500

9.6 Effective 2022, vacation may be accumulated to a maximum of two and half times (2.5) the annual vacation earning rate of the employee.

9.7 Effective 2022, any vacation in excess of the maximum accumulation allowed shall be lost to the employee on the pay period including June 30.

Article 10 Separation Pay:

10.1 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 separation pay according to Article 10.8 below, provided:

10.2 That at the time of separation, the employee has at least one hundred (100) hours of accumulated sick leave to their credit.

10.3 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 five (5) years prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, layoff, or whose position has been abolished, or who was required to retire from the service under the

provisions of the Compulsory Retirement Law, Laws of Minnesota 1981, Chapter 68, Section 38.

- 10.4 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.
- 10.5 That no classified permanent 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.
- 10.6 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.
- 10.7 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.
- 10.8 Employees meeting the requirements of this Article will be paid separation pay based on one-half (1/2) of their accumulated sick leave hours at the time of separation according to the following schedule:

	<u>Maximum</u>
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 sick leave and less than 1,750 hours -	\$16,000
Employees with at least 1,750 hours sick leave and less than 1,900 hours -	\$17,000
Employees with at least 1,900 hours sick leave and less than 2,150 hours -	\$18,000
Employees with 2,150 hours or more -	\$19,000

- 10.9 Ramsey County will establish and administer a Post Termination Health Care Savings Plan (HCSP) for the bargaining unit. During the term of this agreement, bargaining unit members will contribute one hundred percent (100%) of any separation payment received under the terms of this Article to the HCSP. This HCSP will be effective upon ratification of this agreement by the bargaining unit and approval of the agreement by the Ramsey County Board of Commissioners.
- 10.10 Separation payment may be deferred to January of the next calendar year if requested in writing by the employee.

Article 11 Leave of Absence:

- 11.9 Effective 1/1/19, the County will provide three (3) weeks of paid parental leave (pro-rated for parttime employees) for the birth or adoption of a child. Effective 1/1/2022, paid parental leave shall be utilized within six (6) months following the birth or adoption of a child(ren). Paid parental leave must be exhausted prior to using unpaid leave time.

Article 12 Wages

12.1 Wage Schedules – 2022-2024. Employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A. The attached wage schedules shall be considered part of this Agreement.

- **2022:**

- 1.50% wage increase effective the first full pay period following January 1, 2022.
- Employees shall progress through the wage schedule per the applicable salary plan in 2022.
- A one-time, lump sum payment of one thousand dollars (\$1,000) will be made to employees who have been required to work on-site and provide direct in-person services as of quarter one 2022, as determined by the employer.
- A one-time, lump sum payment of five hundred dollars (\$500) will be made to all other employees who were not required to work in-person or had the option to work from home as of quarter one of 2022, as determined by the employer.

These lump sum payments set no precedence or guarantee of any future lump sum payments for same or similar purposes. Reference to these lump sum payments shall be removed from the contract following the expiration of the 2022-2024 agreement.

- **2023:**

- 2.25% wage increase effective the first full pay period following January 1, 2023.
- Effective the first full pay period following July 1, 2023, a one-time Market Adjustment of 0.5% applied to the Attorney 3 Salary Plan 21A grade 41.
- Employees shall progress through the wage schedule per the applicable salary plan in 2023.

- **2024:**

- 2.25% wage increase effective the first full pay period following January 1, 2024.
- Employees shall progress through the wage schedule per the applicable salary plan in 2024.
- Effective January 1, 2024, all applicable salary plans containing steps that require five (5) or more years between progression shall reduce the progression by one (1) year, not to result in less than four (4) years between steps. No change will be made to steps that require less than five (5) years between progression.

12.2. When any classification not listed on the wage schedule is established which involves functions substantially similar in their nature, character and scope to those performed in whole or in part

by an existing classification which is a part of the bargaining unit as defined in Article 2.1 of this Agreement, the Employer shall designate the rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure.

12.3 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.

12.6 Continuing Legal Education (CLE).

- a. Effective January 1, 2022, each Assistant County Attorney shall receive a CLE allowance, to be paid by the County directly to the vendor or on a reimbursement basis, of five hundred dollars (\$500) per year, with a carry-over of unused amounts up to three years not to exceed one thousand five hundred (\$1,500) dollars.
 1. If amounts remain unspent in the individual attorney's account at the end of the third year or expiration of the Agreement if less than three years, one hundred percent (100%) of that unspent amount will be placed in the jointly administered CLE fund beginning on January 1, 2025, and may be utilized until the conclusion of the next agreement, up to three years.
 2. Unspent forfeit funds at the end of the prospective agreement, up to three years, are returned to the department and shall not be compounded with a future accrual period.
 3. In the event the Agreement expires and the parties are in process of negotiating a successor agreement, attorneys may apply for CLE funds from the jointly administered CLE fund.
- b. Effective January 1, 2022, a sum of twelve thousand dollars (\$12,000) will be allocated annually and spent solely for educational purposes for Assistant County Attorneys in the bargaining unit. All unspent funds at the end of each year of the Agreement shall be returned to the department. The fund shall be administered by a representative of the County Attorney and a representative of the Assistant County Attorneys, who shall make a recommendation to the County Attorney. The County Attorney will have the final decision as to how the funds are spent, consistent with this agreement.

12.7 Tuition Reimbursement/Education Allowance: Any employee who, in order to improve their current or future 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 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 Approval will not be granted for a course if a substantial equivalent is offered through the County. Effective 1/1/19, this limit shall increase to the tuition reimbursement shall be limited to four thousand dollars (\$4,000) annually per employee. Employees otherwise eligible for a refund shall not submit claims for tuition reimbursement when such tuition has been or shall be paid by a federal plan of "benefits for veterans and service personnel" or by other sources.

Article 14. Discipline

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

the meeting may occur. However, if the employee was not in pay status at the time of the notice of discharge for other reasons, the requirement to be in pay status shall not apply.

- 14.8 Disciplinary Grievance Procedure. An employee receiving discipline may submit the disciplinary action to the grievance procedure beginning at Step 2 pursuant to Article 15 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 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-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.
- 15.2 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.
- 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 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.
- 15.4 Grievance Procedure - Grievances shall be processed in the following manner:
- Step 1. The union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within five (5) work days.
- Step 2. If the grievance is not settled in Step 1, it shall be referred in writing by the union representative or steward to the department head or designee within ten (10) 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 at a time mutually agreeable to the parties. 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 following the Union request for a Step 3 meeting at a time mutually agreeable to the parties. 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) The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- (c) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the County and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

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

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).

Article 17 Insurance

17.1 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:

- **Single:** Effective January 1, 2022, the total premium for single coverage is \$1,012.17 per month. The monthly premium shall be split 92% County/8% employee. The County will subsidize the employee’s portion of the single insurance monthly contribution by \$3.00 per month for 2022, which results in an employee contribution of \$77.97 per month and a County contribution of \$934.20 per month per employee.
- **Family:** Effective January 1, 2022, the total premium for family coverage is \$2,412.21 per month. The monthly premium shall be split 75% County/25% employee. The County will subsidize the employee’s portion of the family insurance monthly contribution by \$32.01 per month for 2022, which results in an employee contribution of \$571.05 per month and a County contribution of \$1,841.16 per month per employee.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Premium Split Dollars: Employer/Employee	Employer Provided Monthly Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	\$1,012.17	92% / 8%	\$931.20/\$80.97	\$3.00	\$77.97/mo	\$934.20/mo
Family	\$2,412.21	75% / 25%	\$1,809.16/\$603.05	\$32.01	\$571.05/mo	\$1,841.16/mo

2023 –

- **Single:** Effective January 1, 2023, the total premium for single coverage shall be split 92% County/8% employee. The County will subsidize the employee’s portion of the single insurance monthly contribution by \$6.00 per month for 2023.
- **Family:** Effective January 1, 2023, the total premium for family coverage shall be split 75% County/25% employee. The County will subsidize the employee’s portion of the family insurance monthly contribution by \$47.00 per month for 2023.
- In no case will the subsidies to the employee’s 2023 single or family insurance contributions result in the employee’s 2023 monthly insurance contribution being less than what the employee paid in 2022.

Coverage	Total Premium Amount	Premium Split Percentage:	Premium Split Dollars:	Employer Provided	Resulting Employee Contribution	Resulting Employer Contribution
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		Employer/Employee	Employer/Employee	Monthly Subsidy		
Single	TBD	92% / 8%	TBD	\$6.00	TBD	TBD
Family	TBD	75% / 25%	TBD	\$47.00	TBD	TBD

2024 –

- The County and the Union will reopen the contract to negotiate medical insurance for 2024.

Changes will be effective on January 1 of each year.

(2) Dental Insurance:

- **2022** – Effective January 1, 2022, the County and the employee will split the total premium for single or family dental coverage 50% County/50% employee.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Employee Contribution	Employer Contribution
Single	\$44.68	50% / 50%	\$22.34/mo	\$22.34/mo
Family	\$99.59	50% / 50%	\$49.80/mo	\$49.80/mo

- **2023** – Effective January 1, 2023, the County and the employee will split the total premium for single or family dental coverage 50% County/50% employee.

Coverage	Total Premium Amount	Premium Split Percentage: Employer/Employee	Employee Contribution	Employer Contribution
Single	TBD	50% / 50%	TBD	TBD
Family	TBD	50% / 50%	TBD	TBD

- **2024** – The County and the Union will reopen the contract to negotiate dental insurance for 2024.

Changes will be effective on January 1 of each year.

(3) Life Insurance:

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

(4) Long-Term Disability:

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

(5) Short-Term Disability:

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

The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, 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.

17.2 **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):

2022- 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 \$75.00 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 \$150.00 per month.

2023 - 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 \$75.00 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 \$150.00 per month.

2024 - 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 \$75.00 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 \$150.00 per month.

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

- 17.3 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.
- 17.4 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.
- 17.5 Labor/Management Committee on Insurance: This Committee shall have sixteen (16) members as follows: Three members from AFSCME Council 5; one each from other Ramsey County employee unions (Teamsters Local 320, Operating Engineers Local 49, Operating Engineers Local 70, Law Enforcement Labor Services, Ramsey County Deputy Federation, 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.

MEMORANDUM OF UNDERSTANDING
Extended Flexible Leave

It is understood and agreed by all employees covered by this Memorandum of Understanding (hereinafter referred to as the “bargaining unit employees”), AFSCME Local 8, and the Ramsey County Attorney, the following:

WHEREAS, all bargaining unit employees are exempt from the overtime pay provisions of the federal Fair Labor Standards Act and similar state legislation as professional salaried employees of Ramsey County. That nothing contained in this Memorandum of Understanding (“MOU”) shall be construed or interpreted as changing in any way, the status of bargaining unit employees as salaried employees exempt from overtime pay provisions, or in conflict with applicable laws.

WHEREAS, the bargaining unit employees are required to follow all ethical obligations and responsibilities associated with the profession and practice of law and agree to fully serve those obligations and responsibilities related to their status as employees of the Ramsey County Attorney’s Office (“RCAO”) including but not limited to: fully serving the legal needs of their clients; effectively and efficiently preparing for and observing scheduled court and other tribunal appearances, depositions, witness, client and other meetings; and the timely preparation of legal pleadings and other legal documents. That nothing contained in this MOU shall be construed to waive, reduce or otherwise modify these obligations and responsibilities.

WHEREAS, the normal work schedule for full-time bargaining unit employees consists of working a minimum of eighty (80) hours within a bi-weekly payroll period. Due to the necessities of their job assignment, full-time bargaining unit employees may occasionally need to work hours in excess of the normal work schedule. These excess hours may be required due to the considerable volume, extended duration, or increased complexity of normally-assigned work. In some instances, work volume and demands may also prevent bargaining unit employees from utilizing flex-time described in Article 20.4 of the 2018-2020 Local 8 County Attorneys Agreement.

NOW, THEREFORE, the parties agree as follows:

1. That this MOU is intended to apply to those circumstances when bargaining unit employees work a minimum of four (4) hours above the minimum work schedule of eighty (80) hours in a bi-weekly payroll period and such work is identified as eligible for accumulating Extended Flexible Leave as described in section 2. Under no circumstances will hours earned or paid according to this MOU be at a rate other than the employee’s current regular wage rate at the time of use.
 - a. Part time employees who work above the minimum eighty-four (84) hours may also be eligible to accumulate Extended Flexible Leave hours pursuant to this agreement. Any additional hours worked shall not result in a change to the employee’s part time status or position.

2. Effective upon signed agreement by the parties, hours deemed eligible for accumulation of Extended Flexible Leave and the amount of Extended Flexible Leave that will be granted are ultimately at the sole discretion of the County Attorney or designee. Such determination shall consider a combination of factors including but not limited to, normally-assigned work which is of considerable volume, extended duration, or increased complexity and requires the employee to work excessive hours.
3. That consistent with the other provisions contained in this MOU and subject to the following conditions, a bargaining unit employee may accumulate up to, but not more than, sixty (60) Extended Flexible Leave hours in a calendar year (defined as January 1 to December 31) for use only as administrative leave. Submission of eligible hours are as follows:
 - a. Bargaining unit employees shall accurately record all hours worked up to and in excess of eighty (80) hours in any given bi-weekly pay period on their timesheets. Hours in excess of eighty (80) must be accurately documented on their timesheets as code 191- Other Time Worked/No Pay. Such record shall assist in determining whether eligibility for Extended Flexible Leave shall apply.
 - b. To the extent practicable, bargaining unit employees are strongly encouraged to discuss the need to accumulate Extended Flexible Leave with their manager in advance of working those hours. Repeated failure to discuss needs may result in forfeiture of potentially earned hours.
 - c. The employee shall submit the attached form when requesting accumulation of Extended Flexible Leave hours. The form shall include sufficient details to identify reason or need supporting the request. The form shall be submitted in a timely manner that is no less than at the end of each quarter.
 - d. Eligible work must be performed in the year for which the accumulation is requested.
 - e. RCAO managers will review bargaining unit employee timesheets in conjunction with submitted explanations and requests for accumulated Extended Flexible Leave. Any concerns that RCAO management may have shall be discussed with the employee directly.
4. The use of Extended Flexible Leave shall be as follows:
 - a. Accumulation of Extended Flexible Leave will only occur on an annual basis beginning on the 1st day of the month following the effective date of this MOU and continuing thereafter on January 1 of each calendar year of the agreement. No Extended Flexible Leave may be carried over from year to year. The hours must be used or forfeited in

totality by December 31 of each calendar year of the agreement. However, hours accumulated in December may be used through the pay period including January 31 of the following year. Unused December accumulated hours will be forfeited following the pay period that includes January 31 of each year.

- b. The use must be accurately documented on the bargaining unit employee timesheet as a time off code to be determined.
 - c. The use of Extended Flexible Leave must be pre-approved by the manager, and shall not be unreasonably denied.
 - d. Extended Flexible Leave accumulations are non-transferable between employees.
5. That any bargaining unit employee who leaves the employ of Ramsey County for any reason, prior to using all of their accrued Extended Flexible Leave, shall not be compensated in cash or any other consideration for the unused hours accumulated at the time of their separation from employment.
6. That decisions made or not made under this MOU on any individual matter involving a bargaining unit employee are grievable only up to step 2 of the grievance procedure and are not arbitrable.
7. Nothing herein shall be construed to either limit or modify Management Rights as defined in Article 5 of the Collective Bargaining Agreement.
8. That this MOU will expire on December 31, 2024, unless otherwise modified, extended or terminated earlier by agreement between the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed and made effective this _____ day of _____ 20__

FOR THE COUNTY OF RAMSEY

FOR AFSCME LOCAL 8
(County Attorney Unit)

Labor Relations Manager

AFSCME Council 5 Field Representative

County Attorney

AFSCME Local 8 President

AFSCME Local 8, Steward, Co. Atty Unit