

## MEMORANDUM OF AGREEMENT

### EXTENSION OF PAID EXTRAORDINARY PANDEMIC EVENT LEAVE (PEPEL) FOR 2021

This Memorandum is entered between the County of Ramsey (hereafter “County”) and \_\_\_\_\_ Local # \_\_\_\_\_ (hereafter “Union”). The parties are subject to a Collective Bargaining Agreement (CBA) dated 2018-2020 and are in the process of negotiating Agreements for the year of 2021.

WHEREAS, there is an extraordinary event of a national health emergency, including but not limited to a declared global pandemic; and

WHEREAS, on or about March 13, 2020 Governor Walz declared a state of emergency for the state of Minnesota due to the COVID-19 pandemic; and

WHEREAS, the Ramsey County Board declared a state of emergency on March 14, 2020 for Ramsey County; and

WHEREAS, as of December 2020 the Ramsey County state of emergency declaration remains in place and is expected to continue into the year 2021; and

WHEREAS, there is an ongoing need to address the concerns of employees who may be negatively impacted by the pandemic event; and

WHEREAS, there is increased need to ensure the health of all employees and provide services to the residents of Ramsey County; and

WHEREAS, Ramsey County is prioritizing keeping employees working while following Minnesota Department of Health and the Centers for Disease Control protocols; and

WHEREAS, in doing so has expanded how employees can safely provide the services of Ramsey County, including but not limited to expanded use of telework for employees; and

WHEREAS, employees who are healthy are encouraged to pursue any available telework or flexible work options with their designated supervisors; and

WHEREAS, current telework or flexible work hours arrangements are not intended to be impacted by the use of leave as outlined herein; and

WHEREAS, to date Ramsey County has provided employees who are unable to work a portion of, or all of their regularly scheduled hours due to the COVID pandemic, access of up to eighty (80) hours of Paid Extraordinary Pandemic Event Leave (PEPEL). The 80 PEPEL hours has been prorated for part-time employees, as well as non-benefit earning employees, based on the average number of hours worked per pay period since the first full pay period of 2020.

NOW THEREFORE LET IT BE RESOLVED:

1. Ramsey County will continue to provide employees who are unable to work a portion of, or all their regularly scheduled hours due to the COVID pandemic, access to up to eighty

(80) hours of Paid Extraordinary Pandemic Event Leave (PEPEL) that remains unused from the year 2020. The 80 PEPEL hours will be prorated for part-time employees, as well as non-benefits earning employees, based on the average number of hours worked per pay period since the first full pay period of 2020.

2. Unused PEPEL hours from 2020 may be carried over to 2021 for employees hired on or before 12/31/2020 who have not exhausted the PEPEL benefit. Newly hired employees after 1/1/2021 will be provided access to eighty (80) hours of PEPEL benefit as outlined herein.
3. This will not result in a new or re-distributed bank of an additional 80 hours for existing employees who have previously exhausted the eighty (80) hours of PEPEL benefit prior to 2021.
4. The PEPEL hours can be used for COVID health related issues including COVID-related closure of schools or daycare. See table A.
5. In no case shall the use of PEPEL hours result in the payment of overtime.
6. The PEPEL hours shall be used prior to any employee being required to utilize their accrued leave balances (sick, vacation, floating holiday etc..) for COVID related issues and in compliance with any existing or new Federal Medical Leave or similar benefit.
7. Upon depletion of the PEPEL hours, and the employee remains unable to work part or all of their regularly scheduled hours due to a COVID health related issue pursuant to the attached table, employees MAY choose to use *any* of their accrued leave balances for COVID health related absences. This includes the ability to utilize sick leave accruals due to COVID-related closure of school or daycare, even if the employee and the child are healthy.
8. Upon depletion of the PEPEL hours, and the employee is absent for any other reason that is COVID non-health related issue pursuant to the attached table, employees may use other leave accruals available to them other than sick leave.
9. Employees who have utilized their PEPEL hours and exhausted appropriate accrual balances according to #6 and #7 above, may choose to request an advance of an additional eighty (80) total hours of sick and or vacation leave, whichever is appropriate pursuant to the attached table, with the following;
  - a. This will not result in a total advance in excess of eighty (80) hours in any combination thereof (sick/vacation).
  - b. Requests for sick or vacation advancement are subject to the same approval provisions as other sick and vacation requests
  - c. Advanced sick or vacation leave may not be placed in the employee's accrued sick or vacation balance
10. All time advanced to employees shall be repaid to the County per the following:
  - a. Advanced sick or vacation hours must be immediately repaid from future sick or vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If there are insufficient funds, the employee will be required to repay the County the value of those hours.

- b.* All advanced sick or vacation leave must be repaid to the County before any future sick or vacation advancement requests will be considered.
  - c.* An employee may not donate advanced sick or vacation hours to another employee. An employee may not be required to request that vacation hours be advanced to them, before being eligible to receive donated hours.
  - d.* Whichever leave type (sick or vacation) was advanced shall be repaid by the corresponding accrual, for example sick leave advanced is repaid with future sick leave accruals earned.
  - e.* Comp time that is earned at the rate identified in the CBA (1.0 or 1.5) can be applied to pay back any advanced sick and or vacation leave hours.
- 11. There is no intention to require active military employees to exhaust military leave balances in any circumstance identified above.
- 12. To accomplish any advance of vacation leave, the respective vacation leave article of the applicable CBA will be modified to either temporarily lift the limitation of prohibiting vacation advance during an employee's probationary period when the Appointing Authority has declared an extraordinary event or temporarily permit vacation advance of up to 40 hours pursuant to #9 & #10 above
- 13. Employees who utilize eighty (80) hours of Paid Extraordinary Pandemic Event Leave will accrue sick and vacation hours while using the PEPEL hours consistent with County policies and the CBA.
- 14. PEPEL hours as well as the advance of any sick or vacation hours as described in this MOA are available only upon the employee's request to the appointing authority and during the declared extraordinary event as declared by the Ramsey County Board.
- 15. There shall be no cash out value of any kind for the PEPEL benefit described herein and no roll over from year to year except as modified for the extension of the remaining benefit hours from the year 2020 to be used in the year 2021.
- 16. Under no circumstance shall there be an advance greater than eighty (80) total hours of sick and or vacation hours and eighty (80) hours of PEPEL, for a total of one hundred and sixty (160) hours of additional paid leave due to the extraordinary pandemic event per employee.
- 17. The employer retains the right to determine whether to continue or modify the PEPEL benefit upon any new, modified or re-issuance of an expanded Federal Medical Leave benefit due to or in relation to the current Families First Coronavirus Act or any other benefit provided by the state and/or federal government.
- 18. Nothing herein modifies the employer's rights in the respective articles for Management Rights, Vacation, Sick Leave, Leaves of Absence or Separation Pay or any other article of the Collective Bargaining Agreement.
- 19. Meet and Confer. Either party may request a meet and confer relative to the items listed herein.
- 20. Modifications. No modification of any provision of this Agreement shall be valid unless in writing signed by the parties, except as outlined in #16 above.
- 21. Non-Precedent Setting. Nothing herein shall be deemed precedent setting for either party.

22. Duration. This Agreement shall be in place from the date of the Ramsey County Board declaration of emergency (March 14, 2020) and remain in place until 12/31/2021 or the expiration of the County Board emergency declaration, whichever occurs first. The County Manager retains the discretion to extend the PEPEL benefit beyond an expiration of the County Board emergency declaration, with notice to the Union and County Board.
23. There is no guarantee or expressed intent to incorporate any provision of this Agreement into future Collective Bargaining Agreements.
24. Entire Agreement. The parties agree that this Agreement constitutes the entire agreement between the parties on the matters contained herein.

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Sandi Blaeser, Deputy Director Human Resources

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\_\_\_\_\_,  
Union Business Representative

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Alison Kelly, Labor Relations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PEPEL MOA Tables**

	Table A	Table B			Table C	
<b>Type of leave →</b>  <b>Reason for leave</b>	PEPEL use: Absence due to COVID health related issues, including COVID related closure of schools or daycare	Sick Leave Accrual	Vacation Leave Accrual	Other paid leave accruals	Sick Advance	Vacation Advance
COVID illness- self	x	X	X	X	X	X
COVID illness-dependent or family member in the home	x	X	X	X	X	X
COVID related lack of available child care	x	X	X	X	X	X
COVID high risk populations per the CDC *covers self or family in home	x	X	X	X	X	X
COVID exposure and quarantine directed by MDH	X	X	X	X	X	X
Employee exhibiting illness directed to go home by supervisor	X	X	X	X	X	X
COVID self-selected quarantine or precautionary measures			X	X		X