### AFSCME Local 8 General, Local 8 Public Health RN, Local 8 Professional

#### Tentative Agreement List for 2021

#### **DURATION**

This Agreement shall be effective as of the first day of January 2021, and shall remain in full force and effect until the last day of December, 2021.

### **Compensation Related Changes:**

WAGES	<u>2021</u>	
Increase:	0.5%	
Effective Date: First Full Pay Period (FFPP) following January 1, 2021.		
INSURANCE		
Medical:	<u>2021</u>	
Single Coverage: Employee Pays	\$75/mo.	
Family Coverage: Split of Increase	75% employer 25% employee	
Dental:		
2021 – 50/50 split of premium increase/decrease		
New insurance premium rates effective January 1, 2021.		
RETIREE INSURANCE CONTRIBUTIONS		

**Regular Retiree Minimum Payment:** 

	<u>2021</u>
Single – No less than:	\$65/mo.
Family – No less than:	\$140/mo.

Early Retiree Medical - Same contribution as active employee for 2021.

#### **STEP RAISES**

Employees shall progress through the wage schedule per the applicable salary plan in 2021.

### **COVID TESTING**

Effective January 1, 2021, the County will provide employees 30 minutes of paid time if required to report to the workplace for mandatory MDH testing on a scheduled day off.

LOCAL 8-GENERAL ON-CALL PAY Effective FFPP following 1/1/21, increase to \$2.50/hour. LOCAL 8-PROFESSIONAL ON-CALL PAY Effective FFPP following 1/1/21, increase to \$2.50/hour.

Local 8 Prof- 14.1 (c) NEW- Non-Exempt Social Workers will earn overtime at the rate of time and one half (1- ½) for hours worked in excess of the regular work day, over 40 hours in a week or on a regularly scheduled day off

Local 8 Gen- Agreement to engage in a meet and confer at the time an FTO program is developed at the JDC to address FTO pay.

Local 8 General- RCSO uniform Voucher MOA- still exchanging documents.

### **Other Language Changes:**

### Local 8 General-

Article 13-

ADD LANGUAGE TO ARTICLE 13.5-

13.5 Call-Back Time. Any employee directed by an authorized person to return to work after their regularly scheduled shift shall be paid for a minimum of four (4) hours. All call-back time will be at the direction of the authorizing person. All call-back time must be authorized by supervisor regardless of where the work occurs. Call-back pay is not paid when an employee is designated as on-call.

٠ ADD LANGUAGE IN ARTICLE 13.6-

Employees required by the employer to be available to answer a page or a call and perform work if necessary, during certain specified hours outside their work shift, are on-call. Employees required to be oncall shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour for the time spent on call. Effective 3/1/04, employees required to be on-call shall be compensated at the rate of two dollars (\$2.00) per hour for time spent on call. In the event an employee is called to work, the employee is paid their regular hourly rate or overtime rate pursuant to the OT provisions of the collective bargaining agreement.

## Article 17-

٠ MODIFY 17.6 TO REFLECT NEW PROBATION PERIODS

WIC NUTRITION EDUCATOR (9 MONTHS)

ASSESSMENT APPEALS SPECIALIST (12 MONTHS)

ARTICLE 17.6 RE-WRITE- Clean Up ٠

17.6 New employees shall be subject to the following probationary requirements, with the exceptions noted:all provisions of this contract limited only by the following:

(1) New employees shall be subject to the following probationary period. Full-time employees

shall have a six (6) month probationary period. Part-time and intermittent employees shall

have a pro-rated probationary period of 1,040 hours or one (1) year, whichever comes first.

Probationary periods may be extended up to six months, not to exceed one year, by mutual agreement between the Union and Employer.

(2) Employees that receive a career development promotion shall have a probationary period of

three (3) months.

Exceptions:

- a. For the classifications of Senior Real Estate Appraiser and the Assessment Appeals Specialist the probationary period for new employees shall be twelve months (one year), pro-rated for part-time employees.
  - b. For the classification WIC Nutrition Educator, the probationary period for new full-time employees shall be nine months, pro-rated for part-time employees.

# <u>Local 8 PHRN-</u>

Article 6-

SECTION 6.3 ADD SCHEDULE CHANGE NOTICE LANGUAGE FROM 8 GEN TO 8 PHRN

Except as modified by this Agreement, work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer. <u>Permanent changes in an employee's regular work schedule</u> <u>will require two weeks advance notice by the Employer.</u>

# Article 8 -

• DEFINING SHIFTS ELIGIBLE FOR HOLIDAYS- 8.4 (new language and renumber remaining article)-

(new) 8.4 Shift eligibility for Holidays. A shift worked for which a majority of the hours fall on the holiday, the employee shall be eligible for holiday pay pursuant the above sections.

# Article 13-

• ADD LANGUAGE TO ARTICLE 13.5

13.5 Call-Back Time. Any employee directed by an authorized person to return to work after their regularly scheduled shift shall be paid for a minimum of four (4) hours. All call-back time will be at the direction of the authorizing person. All call-back time must be authorized by supervisor regardless of where the work occurs. <u>Call-back pay is not paid when an employee is designated as on-call.</u>

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# Local 8 Professional-

Article 8-

• DEFINING SHIFTS ELIGIBLE FOR HOLIDAYS- 8.3 (new language and renumber remaining article)-

(new) 8.3 Shift eligibility for Holidays. A shift worked for which a majority of the hours fall on the holiday, the employee shall be eligible for holiday pay pursuant the above sections.

## Article 13-

• ADD LANGUAGE TO ARTICLE 13.5

13.5 Call-Back Time. Any employee directed by an authorized person to return to work after their regularly scheduled shift shall be paid for a minimum of four (4) hours. All call-back time will be at the direction of the authorizing person. All call-back time must be authorized by supervisor regardless of where the work occurs. <u>Call-back pay is not paid when an employee is designated as on-call.</u>

• ADD LANGUAGE IN ARTICLE 13.6

Employees required by the employer to be available to answer a page or 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 one dollar and fifty cents (\$1.50) per hour for the time spent on call. Effective 3/1/04, employees required to be on-call shall be compensated at the rate of two dollars (\$2.00) per hour for time spent on call. In the event an employee is called to work, the employee is paid their regular hourly rate or overtime rate pursuant to the OT provisions of the collective bargaining agreement.

Article 14-

• OVERTIME FOR NON-EXEMPT SOCIAL WORKERS NEW LANGUAGE-

14.1(c) Non-Exempt Social Workers will earn overtime at the rate of time and one half 1- ½) for hours worked in excess of their regularly assigned shift, beyond 40 hours or on a scheduled day off.

## Correctional Health- Local 8 PHRN Language Clean Up

## Local 8 PHRN contract- modify as follows:

## Article 2.1-

The Employer recognizes the Union as the exclusive representative for the following: All Public Health Nurses and all other Registered Nurses employed by the St. Paul-Ramsey County Department of Public Health, the Ramsey County Social Services Department, and the Lake Owasso Residence, excluding the Ramsey County Care Center, who are public employees within the meaning of Minnesota Statutes 179A.03, Subdivision 14, excluding supervisory, confidential and all other employees.

- Public Health Registered Nurse (PHRN)
- Registered Nurse
- <u>Nurse Practitioners</u>

# Article 6 Hours of work – No changes to 6.1- 6.4 or 6.8-6.11

6.5 For employees working in Correctionals Health (Ramsey County Correctional Facility, Law Enforcement Center or Juvenile Detention Center) the Detoxification Center or the Sheriff's Department, a work schedule showing the employees' shifts, work days and hours shall be posted fourteen (14) days prior to the start of the work period. Employees working in Correctionals Health or the Sheriff's Department, hired before July 1, 1998, will not be required to work more than one (1) weekend per month.

6.6 At least eight (8) hours shall elapse between the starting time for a new work shift and the end of an employee's previously worked shift, except in emergencies.

6.7 All employees' work schedules shall provide for two fifteen (15) minute rest periods during each eight (8) consecutive hours of work. Such rest period shall be duty free except in emergencies.

(1) Employees working in Correctionals <u>Health</u>, or the Sheriff's Department shall be given one-half (1/2) hour meal break during each work shift exceeding five (5) hours. This shall be paid if the employee is required to remain on duty.

(2) Employees working in the Public Health or Social Services Department, and Detoxification Center shall be given a 45 minute meal break which is generally duty free.

Article 13 Wages - Article 13.1 will be updated to reflect new negotiated wages but is not reflected in this document. Only the correctional health language clean-up agreed upon is provided.

13.3<u>Night Differential.</u> All full-time employees or part-time employees receiving pro rata benefits, who work as part of their regular schedule on a shift which includes time <u>worked as indicated below</u> between 6 p.m. and 6 a.m., shall be entitled to receive a night differential.

(1) PHRN's, RN's and Nurse Practitioners, not in a facility, who work as part of their regularly scheduled on a shift which includes time between 6 p.m. and 6 a.m. shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. The night differential shall be paid as additional compensation equivalent to 6.5% of the first step in the salary range established for the classification. This differential will not be paid where such work constitutes overtime under the provisions of the Agreement. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves.

(2) The position of Registered Nurse working the night shift (10:00 p.m.-6:00 a.m.) at the Law Enforcement Center will be compensated a shift differential of \$4.00 per hour for all hours worked. The differential will only apply to the position of Registered Nurse working the night shift (10:30 p.m.-6:30 a.m.) at the Law Enforcement Center. Effective the first full pay period following 1/1/19, this differential will increase to \$4.25 per hour for all hours worked.

(3) Effective the first full pay period following 1/1/15, the position of Registered Nurse working the night shift at the Detoxification Center will be compensated a shift differential of \$4.00 per hour for all hours worked between the hours of 11:00 p.m. and 7:30 a.m. The differential will only apply to the position of Registered Nurse working the night shift (11:00 p.m.-7:30 a.m.) at the Detoxification Center. Effective the first full pay period following 1/1/19, this differential will increase to \$4.25 per hour for all hours worked.

(4) A Registered Nurse working the established overnight shift at the Ramsey County Correctional Facility will be compensated a shift differential of \$4.00 per hour for all hours worked. The

differential will only apply to the position of Registered Nurse working at the Ramsey County Correctional Facility upon establishment by management of an overnight shift. Effective the first full pay period following 1/1/19, this differential will increase to \$4.25 per hour for all hours worked. 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

(5) A Registered Nurse working the established overnight shift at the Juvenile Detention Center, will be compensated a shift differential of \$4.25 per hour for all hours worked.

<u>Compensation under this section will not be paid where such work constitutes overtime under the</u> provisions of the Agreement. Employees working on a continual night shift arrangement shall be paid this <u>differential during all paid leaves</u>

13.4 Saturday-Sunday Differential.

(1) All full-time or part-time employees in the title Registered Nurse 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, effective 1/1/05.

(2) All full-time employees, or part-time employees in the title Public Health Nurse or Nurse Practitioner Clinician receiving pro rata benefits, required to work on Saturday as part of their regular schedule shall be compensated at the rate of sixty-five cents (\$.65) per hour for each hour worked. All full-time employees or part-time employees receiving pro rata benefits in the Public Health Unit required to work on Sunday as part of their regular schedule shall be compensated at the rate of seventy cents (\$.70) per hour for each hour worked. These differentials (in the Public Health Unit) will increase to seventy cents (\$.70) per hour for Saturday and seventy-five cents (\$.75) per hour for Sunday effective the first full pay period following 1/1/18. Effective the first full pay period following 1/1/20, these differentials (in the Public Health Unit) will increase to seventy-five cents (\$.75) per hour for Saturday and eighty cents (\$.80) per hour for Sunday.

Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five (5) hours of the period worked fall on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement.

13.5 Registered Nurses working in <u>Correctional Health Facilities including</u> at the Ramsey County Correctional Facility, the Juvenile Detention

Center, Boys Totem Town or the Law Enforcement Center will be compensated an additional

\$1.00 per hour for all hours worked. The differential will only apply to the position of Registered

Nurse working in Correctional Health.

<u>13.6 (previously 13.13) Employees in the classification Registered Nurse, including those who are not</u> normally scheduled for weekend coverage, including intermittents and those scheduled less than thirty-two hours per pay period, who agree to work a non-scheduled eight (8) hour weekend shift in an emergency between Friday at 3:00 p.m. and Sunday at 11:00 p.m. are eligible for a \$50.00 payment per shift.

13.67 Call-Back Time. Any employee directed by an authorized person to return to work after their regularly scheduled shift shall be paid for a minimum of four (4) hours. All call-back time will be at the direction of the authorizing person. All call-back time must be authorized by a supervisor regardless of where the work occurs. <u>Call-back pay is not paid when an employee is designated as on-call</u>

13.87 Employees required by the Employer to be available to answer a page or 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 with one (1) hour of compensatory time off for every eight (8) hours on-call. In the event an employee is called to work, the employee is paid their regular hourly rate or overtime rate pursuant to the Overtime provisions of this Collective Bargaining Agreement

13.98 Weather Days or Temporary Unplanned Closures. Under extreme weather conditions or an

unplanned emergency event, if the County Manager or designee closes a facility or department and employees are told not to report for work, such days shall be with pay. These additional days with pay shall

be granted to employees scheduled to work and those that would have normally reported for work. Payment for such days shall be limited to two (2) days per calendar year.

13.910 Employees assigned temporarily to a position in a higher classification for a period exceeding five (5) consecutive work days shall be paid for the entire period at the rate appropriate to the assignment. Employees who are assigned to a position in a higher class on a recurring schedule, e.g., two (2) days per week, shall earn this higher rate after a minimum of five (5) days worked at the higher class. The rate of pay will be set in the same manner followed for regular promotions.

13.101 Promotion in the career development classes, after having met the minimum qualifications of the higher class, will be based on satisfactory performance as determined by the department, the employee satisfying the requirements of 17.6(1) and completion of a three (3) month probationary period in the classification to which they career develop.

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

13.123 Mileage and Parking - Employees will be reimbursed for work related mileage and parking as follows:

(1) Mileage Rates - The mileage rate shall be the maximum allowed by the Internal Revenue Service. If the IRS rate should change during the term of the contract, the contract rate shall change also on the date specified by the IRS.

(2) Parking Plan - County employees will be designated by management as either "frequent" or "infrequent" drivers for parking reimbursement. Management designation as a "frequent" driver must be in writing.

(a) "Frequent" Drivers - Employees designated by management as "frequent" drivers (those who are required to have their car available for County business at least 10 days per month) will receive the following reimbursement:

Work-Site Parking - Employees will either be provided with free parking by the Employer or be reimbursed up to ninety-five dollars (\$95.00) per month for the actual cost of parking at their regular work site if they provide a receipt or other appropriate documentation designated by the Employer. Effective 1/1/19 this reimbursement will increase to a maximum of one hundred dollars (\$100.00) per month.

Other Parking - All necessary out-of-pocket parking expenses incurred while conducting County business away from the regular work site will be reimbursed in full with a receipt or other appropriate documentation up to a maximum of ninety-five dollars (\$95.00) per month.

(b) "Infrequent" Drivers - Employees designated by management as "infrequent" drivers (those who are required to have their car available for County business less than 10 days per month) will receive the following reimbursement:

Work Site Parking - Employees will be reimbursed all necessary daily parking expenses

(documented by a receipt or other appropriate documentation) incurred at their regular work site when having their car available for County business. Reimbursement for work site parking shall not exceed ninety-five dollars (\$95.00) per month. Effective 1/1/19 this reimbursement will increase to a maximum of one hundred dollars (\$100.00) per month.

Other Parking - All necessary out-of-pocket parking expenses incurred while conducting County business away from the regular work site will be reimbursed in full with a receipt or other appropriate documentation up to a maximum of ninety-five dollars (\$95.00) per month.

13.13 Employees in the classification Registered Nurse, including those who are not normally scheduled for weekend coverage, including intermittents and those scheduled less than thirty-two hours per pay period,

who agree to work a non-scheduled eight (8) hour weekend shift in an emergency between Friday at 3:00 p.m. and Sunday at 11:00 p.m. are eligible for a \$50.00 payment per shift.

13.14 The Employer will provide a matching contribution to deferred compensation of \$30.00 per month per contributing employee. Effective the first full pay period following 1/1/19, the matching contribution will increase to \$35.00 per month, per contributing employee provided the employee makes a minimum contribution of \$10.00 per month. This contribution will be pro-rated for part-time employees.

#### Article 14 Overtime

14.1 <u>Exempt</u> Employees working as Public Health Nurses or Nurse <u>Practitioner Clinicians</u> shall be compensated for approved overtime on the basis of one (1) hour of compensatory time for each hour worked in excess of the employee's regularly scheduled hours.

14.2 <u>Non-Exempt</u> Employees working as Registered Nurse shall be compensated for approved overtime worked on the basis of one and one-half (1-1/2) times the employee's base rate of pay for each hour worked in excess of the employee's regularly scheduled daily shift.

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

14.4 Employees may carry sixty (60) hours compensatory time into the following year, unless the department chooses to pay. Any hours of compensatory time in excess of sixty (60) hours will be liquidated at the end of the calendar year in pay or time off at the department's discretion.

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