

LABOR AGREEMENT BETWEEN
CITY OF RAMSEY &
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

January 1, 2022 to December 31, 2024

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ARTICLE 1 PREAMBLE AND PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Ramsey, hereinafter referred to as the EMPLOYER, and Local No. 2454 affiliated with Council No. 5 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Place in written form the Parties' full AGREEMENT on terms and conditions of employment contained herein for the stated duration of this AGREEMENT;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Prevent interruptions of work, work stoppages, strikes, or other interferences with the efficient and effective rendering of services to the public during the life of the AGREEMENT; and
- 1.4 Promote harmonious relations between the EMPLOYER and its EMPLOYEES represented by the UNION.

ARTICLE 2 DEFINITIONS

- 2.1 UNION: The American Federation of State, County and Municipal Employees, Council No. 5, Local No. 2454, AFL-CIO.
- 2.2 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 5, Local No. 2454, AFL-CIO.
- 2.3 UNION OFFICER: Official elected or appointed by the American Federation of State, County and Municipal Employees, Council No. 5, Local No. 2454, AFL-CIO.
- 2.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 2.5 EMPLOYER: The City of Ramsey, Minnesota.
- 2.6 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 2.7 DAYS: Unless otherwise indicated, means calendar days.
- 2.8 WEEK: Seven (7) days.
- 2.9 MONTH: Thirty (30) days.

- 2.10 YEAR: Three hundred sixty-five (365) days.
- 2.11 WRITTEN NOTICE. An EMPLOYEE who voluntarily terminates his or her employment must give the EMPLOYER fourteen (14) days written notice.
- 2.11 REGULAR FULL-TIME EMPLOYEE: Any employee working a regularly scheduled work week of 30 hours per week. This employee is eligible for vacation time, sick leave, holiday pay and health and life insurance coverage.

REGULAR PART-TIME EMPLOYEE: Any employee working a regularly scheduled work week, averaging at least 14 hours per week. This employee is eligible for holiday pay, and vacation and sick leave based on the number of hours worked during any given pay period. This employee is not eligible for health and life insurance.

TEMPORARY FULL-TIME EMPLOYEE: Any non-student employee working a regularly scheduled work week of 30 hours per week, up to a maximum of 640 hours in a calendar year. This employee is not eligible for vacation time, sick leave, holiday pay or health and life insurance. Students may work up to 100 days per calendar year and still be considered temporary employees.

TEMPORARY PART-TIME EMPLOYEE: Any non-student employee working on an on-call basis up to a maximum of 640 hours per calendar year. This employee banks no vacation time, sick leave, or holiday pay, and is not eligible for health and life insurance.

TEMPORARY FULL-TIME AND/OR TEMPORARY PART-TIME EMPLOYEE AS PER MINNESOTA STATUTE 179A.03 SUBD. 14 PUBLIC EMPLOYEE OR EMPLOYEE. Any EMPLOYEE working in a temporary capacity for up to a maximum of 180 calendar days in a calendar year. EMPLOYEES who are scheduled to work up to a maximum of 180 days in a calendar year will meet the terms of Article 3 – Recognition on the first day of their employment. Any temporary full-time and/or part-time public employee is not eligible for vacation time, sick leave, holiday pay, health insurance, life insurance or any other fringe benefit unless otherwise dictated by the Affordable Care Act. Said EMPLOYEES will be paid at a rate of 80% of step one of a regular EMPLOYEE working in the applicable position and will not be eligible for step changes. Additionally, said EMPLOYEE shall not be entitled to protections under Article 16 - Layoffs, including rights to recall, shall not be entitled to the protections Under Article 19 – Discipline; and may be terminated at the sole discretion of the EMPLOYER during the entire period of temporary employment, regardless of whether the length of temporary employment exceeds the six month probationary period provided for in Article 17.1; and shall, in the event of being hired as a regular employee, have no time credited toward probation.

At the time of initial employment, transfer or reemployment, the EMPLOYER shall identify the status of the vacancy to be filled as either regular full-time, temporary full-time, regular part-time or temporary part-time.

ARTICLE 3 RECOGNITION

- 3.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8 in an appropriate bargaining unit as identified by the Bureau of Mediation Services, Certification of Exclusive Representative dated April 1, 1985, Case No. 85-PR-569-A, (clarified per BMS case No. 87-pr-612, order dated May 19, 1987).

All EMPLOYEES of the City of Ramsey, Ramsey, Minnesota, who are public EMPLOYEES within the meaning of Minnesota Statutes 179A.03, Subdivision 14, excluding supervisory, confidential, professional and essential EMPLOYEES.

- 3.2 The EMPLOYER, in accordance with the provisions of M. S. 179A.03, Subd. 8, agrees not to enter into any AGREEMENTS covering terms and conditions of employment with members of the bargaining unit covered by this AGREEMENT, either individually or collectively, which in any way conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative.

ARTICLE 4 UNION SECURITY

- 4.1 The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted to the UNION.
- 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 City as a result of any action taken or not taken by the City under the provisions of this ARTICLE.
- 4.3 The UNION may designate up to three EMPLOYEES from the bargaining unit to act as negotiating team members and shall, within five (5) days of such designation, certify to the EMPLOYER in writing of such a choice, and the designation of a successor to the former members. The UNION shall also certify to the EMPLOYER a complete and current list of its officers and representatives.
- A. The negotiation team members may not be a newly hired or rehired EMPLOYEE who is on probation.
- B. The negotiating team members may not be paid by the EMPLOYER for meetings for UNION business except as provided in ARTICLE 7.
- 4.4 The UNION agrees there shall not be solicitation for membership, signing up members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYEES' work time.

- 4.5 The EMPLOYER recognizes the authority and responsibility of the UNION as provided in Minnesota Statute 179A.06, Subdivision 3 as it may be from time-to-time amended, to wit:

"FAIR SHARE FEE. An exclusive representative may require EMPLOYEES who are not members of the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The fair share fee shall be equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative. In no event shall the fair share fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee to the Commissioner of the Bureau of Mediation Services, the EMPLOYER, and to unit EMPLOYEES who will be assessed the fee. The EMPLOYER shall provide the exclusive representative with a list of all unit EMPLOYEES.

A challenge by an EMPLOYEE or by a person aggrieved by the fee shall be filed in writing with the Commissioner, the public EMPLOYER, and the exclusive representative within 30 days after receipt of the written notice. All challenges shall specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the fair share fee is on the exclusive representative. The Commissioner shall hear and decide all issues in these challenges.

The EMPLOYER shall deduct the fee from the earnings of the EMPLOYEE and transmit the fee to the exclusive representative 30 days after the written notice was provided. If a challenge is filed, the deductions for a fair share fee shall be held in escrow by the EMPLOYER pending a decision by the Commissioner.

- 4.6 The EMPLOYER agrees that space for a designated bulletin board shall be made available in City Hall to be used by EMPLOYEES for posting notices of the following type:

1. Notice of UNION recreational and social affairs;
2. Notice of UNION elections;
3. Notice of UNION appointments and results of UNION elections;
4. Notices of UNION meetings;
5. Notices of UNION committee reports; and
6. Other notices as may be agreed upon by the EMPLOYER.

Further, the bulletin board shall not be used for posting or distributing pamphlets of political or religious matter of any kind or for advertising. Under no

circumstances shall the use of the bulletin board conflict with the operation of the EMPLOYER.

ARTICLE 5 EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT neither the UNION, its officers or agents, nor any of the EMPLOYEES covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE 6 EMPLOYER AUTHORITY

- 6.1 The EMPLOYER retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 6.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 6.3 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by EMPLOYEES covered by this AGREEMENT.

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

The EMPLOYER will recognize a representative designated by the UNION as the GRIEVANCE representative of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the name of such UNION representative and of the representative's successor when so designated.

7.1 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of GRIEVANCES as hereinafter provided is limited by the job duties and responsibilities of

the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION representative shall be allowed a reasonable amount of time without loss of pay when a GRIEVANCE is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.2 PROCEDURE

GRIEVANCES, as defined in ARTICLE 2, Section 2.6, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such GRIEVANCE to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 GRIEVANCE within ten (10) calendar days after receipt. A GRIEVANCE not resolved by the operation of Step 1 of the grievance procedure may be appealed by the Union by filing a notice to that effect with the EMPLOYER designated representative. Such notice shall set forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested. Such notice shall be filed within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any GRIEVANCE not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the EMPLOYER designated representative shall conduct a conference with the union and the EMPLOYEE in an attempt to resolve the grievance. At such conference, the union shall present the grievance in writing signed by the affected EMPLOYEE and the union. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 GRIEVANCE. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any GRIEVANCE not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. A GRIEVANCE unresolved in Step 2 and appealed in Step 3 may be submitted to the Minnesota Bureau of Mediation Services. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER'S final answer in Step 3.

Step 4. A GRIEVANCE unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration before a single arbitrator to be selected from a list to be supplied by the Bureau of Mediation Services pursuant to its rules. Any

GRIEVANCE not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

7.3 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the 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 binding on both the EMPLOYER and the UNION and 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 EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.4 WAIVER OF GRIEVANCE

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, the UNION may elect to treat the GRIEVANCE as denied at that step and immediately appeal the GRIEVANCE to the next step. The time limit in each step may be extended by mutual AGREEMENT of the EMPLOYER and the UNION.

ARTICLE 8 WORK SCHEDULES - PREMIUM PAY

This ARTICLE is intended only to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

- 8.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an EMPLOYEE shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday. The normal work week for premium pay

purposes shall begin at 12:01 A.M. Saturday. EMPLOYEES shall be given a two week posted or written notice of exceptions or changes in the normal work week start time. In the event that work is required because of unusual circumstances such as, but not limited to, fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.

- 8.2 In order to provide service to the public, the EMPLOYER may require the establishment of shifts for some EMPLOYEES on a daily, weekly, seasonal, or annual basis other than the normal work day or work week.
- 8.3 Each EMPLOYEE has an obligation to work overtime or callbacks if requested. Overtime will first be offered by the EMPLOYER on a voluntary basis. Employees who are on vacation leave that has been requested and approved according to normal department procedures are not obligated to respond to callbacks.
- 8.4 Every regular EMPLOYEE shall be granted a thirty (30) minute lunch break without pay. Also, every regular EMPLOYEE, when working under conditions where a break period is practicable, shall be granted a fifteen (15) minute break period with pay in each half of the EMPLOYEE'S shift. Each department head shall schedule rest periods so as not to interfere with work requirements.
- 8.5 EMPLOYEES who are not exempt from the Fair Labor Standards Act (FLSA), working in excess of forty (40) hours within the work week, shall be compensated for such over-time at the rate of one and one-half (1-1/2) times the EMPLOYEE'S regular rate of pay in accordance to FLSA. The formula used for payment herein shall be the same regardless of operation of equipment at HEO, LEO or other rates of pay. As an alternative to compensation at premium rates for time worked in excess of forty (40) hours within the work week, the Employee may request compensatory time off in lieu of over-time pay compensatory time off to an EMPLOYEE, to be taken at a later date, which shall be computed at one and one-half (1-1/2) the time worked in excess of forty (40) hours within a work week.

For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

- 8.6 Neither compensation for over-time nor accumulation of compensatory time off will be granted unless the work is performed at the direction of, or with the prior written approval of, the EMPLOYEE'S supervisor.
- 8.7 Neither compensation at over-time rates nor accumulation of compensatory time off will be paid for time not worked except as provided in this section. Time worked for the purpose of calculating over-time shall be actual time worked plus holidays recognized in Article 10, plus vacation time scheduled at least one week in advance of its use, plus sick leave, and compensatory time off. Unpaid leave shall not be counted as time worked for the purpose of calculating over-time.
- 8.8 When an EMPLOYEE accrues one hundred and twenty (120) hours of unused compensatory time off, further accumulation of compensatory time off is

prohibited, and the EMPLOYEE shall be paid for overtime in accordance with this Article.

The EMPLOYER reserves the right to payout any compensatory time off hours in excess of 80 hours, as deemed necessary by the EMPLOYER.

The EMPLOYER agrees to allow employees to cash out up to a maximum 40 hours of compensatory time off annually; to be paid out up to twice annually, January 1 through January 15, and July 1 through July 15 of each year, to total a maximum payout of 40 hours of compensatory time off. Note: upon terminating employment with the City, all compensatory time off will be paid out at 100% of the accrued balance.

- 8.9 An EMPLOYEE shall be permitted to use accrued compensatory time within a reasonable period after it is requested if to do so would not unduly disrupt the operations of the EMPLOYER. Prior approval of the EMPLOYEE'S supervisor is required for the use of compensatory time-off.
- 8.10 A regular EMPLOYEE who is called out to perform work services on other than the EMPLOYEE'S scheduled shift shall receive a minimum of two (2) hours pay. The two hour minimum shall count toward worked hours for the purpose of calculation of overtime. An extension of a shift or an early start to a shift shall not be considered a call back for purposes of this section.
- 8.11 On Call Policy: Public Works Maintenance staff only

This policy does not apply to snow plow duties. This on call policy applies to unexpected emergencies and weekend well and lift station checks. Employees who wish to be added to the on call list for the calendar year may make this request to his/her supervisor on a *voluntary basis at the beginning of each year. Those who are approved as on call employees will rotate on a weekly (seven days) basis. During an employee's week of assigned on call duty, employees will be reimbursed for mileage as calculated from the employee's home to the Public Works campus and back home again. The rate of reimbursement is payable per the IRS mileage reimbursement schedule. Employees must be expressly assigned to on call duty by the department head in order to be compensated under this policy. Employees must also be able to respond to the appropriate public works facility within 30 minutes and must be skilled in the areas of streets, parks and utilities maintenance work, as determined by the Public Works Superintendent, in order to be a member of the on call pool

On call employees will be assigned to a seven-day schedule. On call hours shall begin at 3:30pm and shall end at 7:00am on the next regularly scheduled work day. On-call employees will not be required to perform lift station and well checks; unless on-call employees receive an alert/alarm/page indicating that a response is required or the Public Works Superintendent or his/her designee directs that a lift station and well check is necessary.

On call Pay: On call employees will receive one hour of over-time pay for each day of assigned on call duty Monday through Friday; two hours of over-time pay for each Saturday and Sunday; and four hours of over-time pay for each approved holiday

Pay when responding: The employer agrees that, upon responding to a call, the employee will not forfeit their on call pay. Upon responding to a call for service, an on call employee will be paid as per Section 8.10 (Call-back Policy) receiving a minimum of two hours pay. On call employees who are called back to work on an approved holiday will be compensated as per Section 10.2 (Holidays) and will be paid four hour

On call employees that respond to a call may require assistance in order to safely and effectively complete the necessary work. If so, the on call employee may call another regular Public Works employee to provide assistance, without receiving immediate authorization from a supervisor. Said employee will be compensated as per section 8.10.

* All Public Works Maintenance employees hired after January 1, 2014 are required to participate in the on call policy.

ARTICLE 9 SICK LEAVE

- 9.1 Every probationary and regular EMPLOYEE is entitled to accrue sick leave with pay at a rate of eight (8) hours for each calendar month of full-time service or major fraction thereof. The EMPLOYER may compute sick leave on an hourly basis equivalent to 96 hours per 2080 hours of compensated time, exclusive of overtime.
- 9.2 Sick leave may be accrued to a maximum of 960 hours at a rate established in Section 9.1. Unused sick leave in excess of 960 hours at the end of a calendar year (January 1st) may be converted to vacation at a rate of one hour vacation for each two hours of sick leave in excess of 960 hours.
- 9.3 Sick leave may be authorized, when the EMPLOYEE is unable to perform work duties due to illness, disability, the necessity for medical, dental, or chiropractic care, childbirth, or exposure to contagious disease where such exposure may endanger the health of others with whom the EMPLOYEE would come in contact in the course of performing work duties. Sick leave may also be authorized, when the EMPLOYEE'S presence is necessary, for actual illness, injury, legal quarantine, or medical treatment for serious illness in the EMPLOYEE'S immediate family. Immediate family, for the purposes of this ARTICLE, shall be defined as spouse, parent, step-parent, children, step-children, brother, sister, grandparents, grandchildren or a like member of EMPLOYEE'S spouse's family.
- 9.4 Employees are allowed funeral leave up to 24 hours (three 8-hour days or two 12-hour days) twice annually per occurrence (a maximum of 48 hours annually) for a death in the immediate family as defined under Article 9.3. That time is not chargeable against any accrued vacation, sick or compensatory time. Hours must

be taken within five (5) calendar days from start to finish per occurrence. Additional funeral leave may be taken (with prior approval from a supervisor) and is deductible from sick leave (up to three (3) consecutive days), vacation or compensatory time as the EMPLOYEE may choose and have available.

9.5 EMPLOYEES are able to use accrued leave or compensatory time (with prior approval from a supervisor) for family members not considered immediate family members under ARTICLE 9.3. To be eligible for sick leave with pay, an EMPLOYEE shall:

- (1) report as soon as possible to the EMPLOYEE'S department head the need for sick leave and whether the sick leave is for the EMPLOYEE, EMPLOYEE'S child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent or stepparent;
- (2) keep the EMPLOYEE'S department head informed of the need for continued sick leave if the absence is of more than three (3) days duration;
- (3) submit a medical certificate for any absence if required by the City Administrator;
- (4) provide the EMPLOYER with sufficient information needed in order to comply with the Family and Medical Leave Act.

9.6 Using or claiming sick leave for a purpose not authorized by this ARTICLE may be cause for disciplinary action.

9.7 For the purpose of accumulating additional sick leave, an EMPLOYEE using earned vacation leave, paid holidays or sick leave is considered to be working.

9.8 Regular part-time EMPLOYEES shall be entitled to sick leave computed by converting their part-time employment to equivalent adjusted full-time service.

ARTICLE 10 HOLIDAYS

10.1 Holidays with pay are defined as:

New Year's Day	January 1st
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve	December 24th
Christmas Day	December 25 th
Floating Holiday	Eight (8) hours to be used within calendar year

- 10.2 All EMPLOYEES in regular positions are entitled to time off with full pay on the holidays defined in this ARTICLE. City hall shall be closed for business on each such holiday, but EMPLOYEES may be required to work on paid holidays when the nature of their duties or other conditions require. An EMPLOYEE required to work on a holiday shall receive their full pay for the holiday as defined in this ARTICLE. In addition, employees shall receive 1-1/2 times the EMPLOYEE'S base hourly pay rate for the time they work on such holiday or compensatory time off.
- 10.3 When New Year's Day, Independence Day or Christmas Day falls on Sunday, the following Monday is considered the paid holiday and if any such day falls on Saturday, the preceding Friday is considered the paid holiday. When Christmas Eve falls on Sunday, the preceding Friday is considered the paid holiday. Each holiday commences at the beginning of the first shift on the day on which the holiday occurs and continues for twenty-four (24) hours thereafter.
- 10.4 In order to be eligible for paid holidays as defined in this Article, EMPLOYEES must work the day before and the day after such holiday, unless on vacation, other paid leave, or excused in advance by the City Administrator.
- 10.5 In addition to meeting the foregoing criteria, regular part-time EMPLOYEES are entitled to be paid for a holiday defined in this ARTICLE, based on the number of hours worked during any given pay period.

ARTICLE 11 VACATION LEAVE

- 11.1 Every regular EMPLOYEE shall be entitled to the vacation based upon the following schedule:

Years of consecutive full-time employment	Hours of vacation earned for each calendar month of full-time employment or major fraction thereof	Annual equivalent in 8 hr. days
After 0	6.6667.....	10
After 1	6.6667	10
After 2	6.6667	10
After 3	6.6667	10
After 4	6.6667	10
After 5	6.6667	10
After 6	10.0000	15
After 7	10.0000	15
After 8	10.0000	15
After 9	10.0000	15
After 10	10.0000	15
After 11	10.0000	15
After 12	13.3333	20

After 16 years of service, a qualifying employee shall receive one additional day of vacation each year in excess of sixteen (16) years of service to a maximum of 25 days per year.

The EMPLOYER may compute vacation accrual on an hourly basis on a ratio equal to the appropriate annual equivalent compared to 2080 hours of compensated time, exclusive of overtime.

- 11.2 An EMPLOYEE'S accrual or "banked" vacation leave may not exceed two times the yearly accrual at any point in time.
- 11.3 Vacation leave may be used as earned subject to approval by the department head prior to the time at which said vacation is to be taken and subject to the provisions in ARTICLE 18.
- 11.4 Any EMPLOYEE leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation.

Any EMPLOYEE leaving the municipal service without giving proper notice of such termination of employment shall not be compensated for vacation leave accrued and unused to the date of separation.

- 11.5 For the purpose of accumulating additional vacation leave, an EMPLOYEE using earned vacation leave, paid holidays, sick leave, or compensatory time off is considered to be working.
- 11.6 Regular part-time EMPLOYEES shall be entitled to paid vacations computed by converting their annualized part-time employment to equivalent adjusted full-time service.

ARTICLE 12 INSURANCE

- 12.1 The EMPLOYER shall contribute to EMPLOYEE health and life insurance as stated in the attached Memorandum of Understanding.
- 12.2 Neither regular part-time EMPLOYEES nor temporary EMPLOYEES shall be entitled to group health insurance including dependent coverage.
- 12.3 Annually during the month of December, or upon termination, the EMPLOYER will calculate the difference between the insurance allowance and the actual insurance cost for the calendar year. If the insurance allowance exceeds the cost of insurance benefits referred to in 12.1, EMPLOYER will remit the difference between the insurance allowance and the actual cost, net of all taxes, to the EMPLOYEE.
- 12.4 The EMPLOYER agrees to provide for a Labor Management Committee which will provide input to the EMPLOYER on issues such as safety, insurance and recognition programs. Three members of the bargaining unit appointed by the bargaining unit will serve on this Committee along with management's appointed representatives.
- 12.5 The EMPLOYER, effective January 1, 2018, agrees to contribute the dollar value equivalent to the cost of the monthly employee only dental premium as established by the EMPLOYER. Credit in lieu of coverage will not be granted.

ARTICLE 13 LEAVES

- 13.1 The EMPLOYER may grant any EMPLOYEE a Leave of Absence without pay for a period not exceeding ninety (90) days, except that it may extend such leaves to a maximum period of one (1) year in case the EMPLOYEE is disabled or where extraordinary circumstances, in its judgment, warrant such extension.
- 13.2 Every EMPLOYEE to whom Minnesota Statutes Section 192.26 or 192.261 applies (Military Leave) is entitled to the benefits afforded by those sections, subject to the conditions therein prescribed.

- 13.3 An EMPLOYEE required to serve as a juror or under subpoena as a witness in court for job related purposes, shall be granted leave of absence with pay while serving in such capacity. Such EMPLOYEE shall receive the amount of the difference between the EMPLOYEE'S regular salary and Jury Duty pay or fees received for service. An EMPLOYEE cannot receive more than the EMPLOYEE'S normal take-home pay as a result of any EMPLOYER pay supplemented to Jury Duty pay.

If the jury is dismissed prior to the end of the EMPLOYEE'S work day, the EMPLOYEE will report to work if practicable.

- 13.4 Every EMPLOYEE to whom Minnesota Statutes 181.940 through 181.943 applies (Parenting Leave) is entitled to the benefits afforded by those sections, subject to the conditions therein prescribed.

- 13.5 Every EMPLOYEE to whom the Family Medical Leave Act applies is entitled to the benefits afforded by the Act, subject to the conditions therein prescribed.

ARTICLE 14 SENIORITY

- 14.1 Seniority is defined as:

- A. EMPLOYER SENIORITY: length of continuous service with the EMPLOYER.
- B. JOB CLASSIFICATION SENIORITY: length of continuous service in a job classification.

- 14.2 On January 1st of each year, the EMPLOYER shall establish seniority lists showing each EMPLOYEE'S accumulated EMPLOYER seniority and job classification seniority. A copy of the seniority lists shall be furnished to the UNION upon request.

ARTICLE 15 JOB VACANCIES

Job Classification positions which are vacant because of separation from employment, a promotion, or the creation of a new position, and which the EMPLOYER intends to fill, shall be posted for five (5) working days. This requirement does not apply to position reclassifications.

ARTICLE 16 LAY OFF

- 16.1 EMPLOYEES shall be laid off on the basis of job classification seniority only when the job relevant qualification factors between EMPLOYEES are equal. After at least two (2) weeks notice to the EMPLOYEE, the EMPLOYER may lay off any EMPLOYEE when such action is necessary because of shortage of work or funds, the abolition of a position, or changes in the organization. No regular or

probationary EMPLOYEE shall be laid off while there is a temporary EMPLOYEE serving in the same class of position for which the regular or probationary employee is qualified, eligible, and available.

- 16.2 EMPLOYEES laid off by the EMPLOYER shall retain recall rights for a period of one (1) year. The EMPLOYER shall notify EMPLOYEES on layoff by registered mail to return to work at the EMPLOYEE'S last known address. The EMPLOYEE must return to work within three (3) weeks of receipt of this order to be eligible for reemployment.
- 16.3 Notwithstanding any of the foregoing provisions of this ARTICLE, all recall rights and all other rights under this AGREEMENT shall be lost if any of the following occurs:
- A. An EMPLOYEE quits of EMPLOYEE'S own accord; or
 - B. An EMPLOYEE is dismissed for cause; or
 - C. An EMPLOYEE does not return to work when recalled after lay-offs, in accordance with this ARTICLE; or
 - D. An EMPLOYEE is absent from the payroll due to lay-off continuously for fifty-two (52) weeks or more.
- 16.4 In the event the EMPLOYER chooses to subcontract over 51% of a position(s) which would result in a lay off of EMPLOYEE(S), the EMPLOYER shall notify the affected EMPLOYEE(S) no less than ninety (90) days prior to the effective date of lay off. At no time shall the notice of layoff for other reasons be less than 45 days.

ARTICLE 17 PROBATIONARY PERIODS

- 17.1 NEW HIRE, REHIRE PROBATIONARY PERIOD: All newly hired or rehired EMPLOYEES shall serve a six (6) months probationary period. During the probationary period such probationary EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.
- 17.2 PROMOTIONAL PROBATIONARY PERIOD: All promoted EMPLOYEES shall serve a six (6) months probationary period in any job in which the promoted EMPLOYEE has not successfully completed a probationary period. Any EMPLOYEE who does not successfully complete the promotional probationary period shall be returned to the EMPLOYEE'S pre-promotion job classification. Such EMPLOYER decisions shall not be subject to the GRIEVANCE procedure.
- 17.3 USE OF ACCRUED VACATION LEAVE AND SICK LEAVE: During the probationary period following original appointment or promotional appointment, an EMPLOYEE is entitled to use accrued vacation leave and accrued sick leave. The use of both accrued vacation leave and accrued sick leave must comply with the respective contract language in the applicable articles.

ARTICLE 18 JOB SAFETY

- 18.1 It shall be the responsibility of the EMPLOYER, the UNION and the EMPLOYEE to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This responsibility shall include the provision of safe equipment and the proper use of all equipment in accordance with recognized safety procedures.
- 18.2 Whenever an EMPLOYEE is injured on the job, such employee shall report the injury to the EMPLOYEE'S supervisor immediately, if possible. The supervisor shall, if reasonably possible, first secure needed medical aid for the injured EMPLOYEE and then shall promptly file an accident report with the appropriate insurance carrier giving full particulars.
- 18.3 The EMPLOYER shall furnish to each of its EMPLOYEES conditions of employment and a place of employment free from recognized hazards, that are not by nature characteristic hazards of the EMPLOYEE'S chosen profession, but are causing or likely to cause death or serious injury or harm to its EMPLOYEES.

ARTICLE 19 DISCIPLINE

- 19.1 EMPLOYEES will be disciplined only for just cause. The seriousness or frequency of misconduct will be factors in determining whether discharge rather than some other disciplinary action is warranted.
- 19.2 Disciplinary actions will be in the form of:
 - A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.
- 19.3 EMPLOYEES who receive a written reprimand or who are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by ARTICLE 7 (EMPLOYEE Rights - Grievance Procedure).
- 19.4 Suspensions, demotions, and discharges shall be in writing and shall specify the charges, a copy of which shall be sent to the EMPLOYEE and the EMPLOYEE'S personnel file.
- 19.5 Prior to discharging an EMPLOYEE who has completed the probation period, the EMPLOYER shall notify the EMPLOYEE and the union, in writing, that the EMPLOYEE is to be discharged, the reason(s) therefore, the EMPLOYEE'S right to a hearing in accordance with this Article and the effective date of the discharge.

The EMPLOYEE may request an opportunity to hear an explanation of the evidence against him/her and to present his/her explanation of issues and circumstances related to the EMPLOYEE'S discharge to the EMPLOYER'S representative. The EMPLOYEE is entitled to union representation at such meeting, upon request. The right of such meeting shall expire at the end of the next scheduled work day of the EMPLOYEE after the notice of discharge is delivered to the EMPLOYEE unless the EMPLOYER and EMPLOYEE agree otherwise. The discharge shall not become effective during the period when the meeting may occur. However, the EMPLOYEE may be suspended without pay during the time between the notice of discharge and the expiration of the pre-termination meeting. Any further appeal of the discharge may be initiated by the UNION at Step 2 of the GRIEVANCE procedure provided that the written appeal is signed by the EMPLOYEE and the UNION. It is agreed that the availability of this appeal procedure satisfies all due process requirements for a pre-termination hearing.

- 19.6 EMPLOYEES may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER.
- 19.7 The EMPLOYER shall have the right to revoke or reduce a discharge penalty at any time.

ARTICLE 20 WAGES

- 20.1 EMPLOYEES shall be compensated in accordance with the wage schedules and text attached hereto as Appendix A. Appendix A2 reflects a three percent (3%) cost of living adjustment (COLA) over 2021 wages, effective January 1, 2022.

Appendix A3 reflects a three percent (3%) COLA over 2022 wages, effective January 1, 2023 as well as a two and a half percent (2.5%) market rate adjustment for the following Public Works Maintenance Worker positions: Building, Parks, Streets, and Utilities Maintenance Workers and Public Works Lead Workers.

Appendix A4 reflects a three percent (3%) COLA over 2023 wages, effective January 1, 2024 as well as a two and a half percent (2.5%) market rate adjustment for the following Public Works Maintenance Worker positions: Building, Parks, Streets, and Utilities Maintenance Workers and Public Works Lead Workers.

- 20.2 Public Works Maintenance Workers or Building Inspectors expressly assigned in writing by the supervisor or department director to perform the duties of an interim lead worker due to the absence of a supervisor shall receive an interim lead worker differential of one dollar (\$1.00) per hour. Interim Lead pay will be paid for all hours assigned and worked in the interim lead worker capacity. Interim lead workers will not be assigned for project-based work. The department head may or may not assign an interim lead at his/her sole discretion.

ARTICLE 21 UNIFORMS

- 21.1 The EMPLOYER shall furnish uniforms and cleaning of such uniforms for EMPLOYEES in the Public Works Department, this includes Building Maintenance Workers.
- 21.2 Public Works Maintenance employees and Engineering Technicians may choose to opt out of the contract uniform service by January 15 of each year. Contract uniform services will be cancelled by February 1 of each year for employees who opt out.
- 21.3 All uniform items provided by the EMPLOYER shall remain the property of the EMPLOYER and as each item is either discarded or replaced, the discarded or replaced items shall be returned to the EMPLOYER. In the event any such items are lost or damaged through the negligence of the EMPLOYEE possessing said property, (reasonable wear and depreciation expected), such EMPLOYEE shall be financially responsible for the replacement of said negligently lost or destroyed item.
- 21.4 The EMPLOYER shall designate the standard uniform required while on duty.
- 21.5 Public Works Maintenance Workers, Engineering Technicians, Building Maintenance Workers and Building Inspectors may submit an original store receipt to the EMPLOYER for a one time reimbursement per year, as follows:
- A) Work boots up to \$150 annually (includes 1 or more boots)
 - B) Work clothes up to \$350 annually (excludes employees participating in the contract uniform service)
 - C) Embroidery up to \$25.00 annually (excludes employees participating in the contract uniform service)
- 21.6 The EMPLOYER shall provide required personal protective equipment as determined by Occupational Safety and Health Administration.

ARTICLE 22 SEVERANCE PAY

EMPLOYEES shall receive a lump sum payment upon termination of employment with the EMPLOYER based upon thirty-three percent (33%) of said EMPLOYEE'S unused accumulated sick leave after five (5) years of continuous employment. Severance pay shall not be available in any sum to an EMPLOYEE if that EMPLOYEE is discharged for just cause; severance pay shall not be paid if an EMPLOYEE voluntarily terminates his or her employment prior to five (5) years of continuous employment service; or the EMPLOYEE voluntarily terminates his or her employment without giving the EMPLOYER fourteen (14) days written notice. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive thirty-five percent (35%) of said EMPLOYEE'S unused, accumulated sick leave. After twenty (20) years of continuous employment service, the EMPLOYEE will receive thirty-seven percent (37%) of unused,

accumulated sick leave. After twenty-five (25) years of continuous employment service the EMPLOYEE will receive forty percent (40%) of said EMPLOYEE'S unused, accumulated sick leave.

Receipt of severance pay terminates all seniority rights and ends all EMPLOYER'S liability for other benefits.

ARTICLE 23

POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

23.1 Purpose

The purpose of this program is to help employees defray some of the costs of post employment health insurance premiums using pre-tax dollars.

23.2 Effective Date

Participation in the Post Employment Health Care Savings Plan (PEHCSP) is available to full- and part-time regular employees who are members of the AFSCME unit and who meet the eligibility requirements described below on their termination date. For the purposes of the PEHCSP, the termination date is the last date an employee performed services for the City. This includes, but is not limited to, the employee's retirement date.

This PEHCSP is effective November 1, 2008.

23.3 Eligibility Requirements

In order to be eligible for participation in the PEHCSP, the following terms and conditions must be met:

1. The individual must be a regular employee and a current member of the AFSCME bargaining unit.
2. The employee must have been continuously employed by the City of Ramsey for ten years. There shall be no partial years and no aggregation of separate periods of employment.

23.4 Benefits

Under the PEHCSP, eligible employees will contribute 100% of eligible sick leave hours to the PEHCSP. City employees are eligible to accrue a maximum of 960 hours of sick leave and may receive a percentage of the 960 hours of sick leave depending upon their years of service.

For the purposes of this PEHCSP, as per Article 22 of the AFSCME labor agreement, "eligible sick leave hours" is 33% of unused accumulated sick leave after 10 years of continuous employment; 35% of unused accumulated sick leave after 15 years of continuous employment; 37% of unused accumulated sick leave after 20 years of continuous employment; and 40% of unused accumulated sick leave after 25 years of continuous employment.

Per Article 22 of the AFSCME labor agreement, severance pay shall not be available in any sum to an employee if that employee is discharged for just cause, or if the employee voluntarily terminates his or her employment without giving the employer fourteen (14) days written notice.

23.5 Fees

Fees are paid by employees (or former employees) when the individual begins making contributions to the plan.

ARTICLE 24 SICK LEAVE FOR WELLNESS

Please see Appendix C.

ARTICLE 25 WAIVER

- 25.1 Any and all prior AGREEMENTS, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All AGREEMENTS and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT.
- 25.3 The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 26 SAVINGS CLAUSE

This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 27 DURATION

- 27.1 This AGREEMENT shall be effective as of the day of signing and shall remain in full force and effect through December 31, 2024 unless changed or terminated in the manner provided by this ARTICLE.

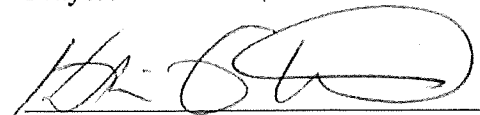
27.2 Either party desiring to change or terminate this AGREEMENT must notify the other in writing at least sixty (60) calendar days prior to the date specified in Section 27.1 of this ARTICLE. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice. Until a satisfactory conclusion is reached concerning such changes, the original provisions of this AGREEMENT shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same procedure as a proposed change.

27.3 This AGREEMENT shall take effect from January 1, 2022 through the effective date specified in Section 27.1 of this ARTICLE.

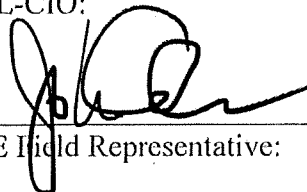
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this ____ day _____.

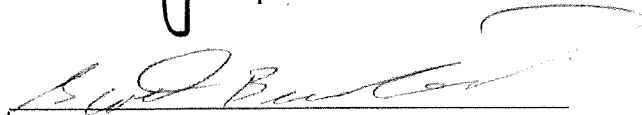
FOR THE CITY OF RAMSEY,
MINNESOTA:


Mayor:


Attest: City Administrator

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL NO. 5, LOCAL NO.
2454, AFL-CIO:


AFSCME Field Representative:


AFSCME Negotiating Committee Member


AFSCME Negotiating Committee Member

NA
AFSCME Negotiating Committee Member

APPENDIX A1 COMPENSATION PLANS

The compensation plans are based on “steps” that are four percent apart based on maximum market salaries represented in the Step 6 (100%) column. Steps 1 through 5 equal 80%, 84%, 88%, 92%, and 96% of the maximum respectively.

If approved by the City Council, maximum salaries may be adjusted by a Cost of Living Adjustment (COLA). Therefore, if approved the entire plan adjusts in value each year while the percentage between steps stays constant at 4%.

Initial placement in the plan may be at any step because it depends on the employee’s knowledge, skills, and abilities, as well as City Council approval.

When an employee reaches the maximum salary for his/her position (Step 6), he/she stays on that step. However, a salary increase may be received, if approved by the City Council, The maximum salaries would then increase by the approved Cost Of Living Adjustment made to the plan as a whole.

Progression through the compensation plan for all City of Ramsey employees will be based on satisfactory performance. Employee performance will be evaluated annually. Cost of Living increases will occur on January 1, and step increases will occur on an employee’s anniversary date, dependent on the employee’s performance evaluation.

An employee’s anniversary date of employment refers to his/her start date of regular full-time or regular part-time employment. This does not include temporary or seasonal employment.

Employees who receive an overall performance rating of “Meets Standards” or “Exceeds Standards” will move to the next highest salary step for their respective position classification.

Employees who receive an overall performance rating of “Below Standards” or “Unsatisfactory” will remain at their existing salary step and receive only the Cost of Living Adjustment.

Employees who receive an overall performance rating of “Below Standards” or “Unsatisfactory” will be re-evaluated in six months. If, at that time, overall performance is rated “Meets Standards” or “Exceeds Standards” the employee will move to the next highest salary step for their respective position classification.

This process is grievable, but not arbitrable, under Article VII of the Union grievance procedure.

Created by: HAN 062502
Revised November 2011

APPENDIX A2 Wage Scales

2022 AFSCME Wages 3.00% Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Accounting Clerk	23.262	24.425	25.589	26.752	27.915	29.078
Administrative Clerk	23.262	24.425	25.589	26.752	27.915	29.078
Administrative Assistant	23.262	24.425	25.589	26.752	27.915	29.078
Building Inspector	33.098	34.752	36.407	38.062	39.717	41.372
Code Enforcement Officer	30.155	31.663	33.171	34.678	36.186	37.694
Communications and Event Coordinator	25.859	27.152	28.445	29.738	31.031	32.324
Community Development Assistant	27.001	28.351	29.701	31.052	32.402	33.752
Community Service Officer	21.728	22.815	23.901	24.987	26.074	27.160
Engineering Technician II	28.163	29.571	30.979	32.387	33.795	35.203
Engineering Technician III	29.907	31.403	32.898	34.393	35.889	37.384
Engineering Technician IV	33.108	34.763	36.418	38.074	39.729	41.385
Fire Technician	22.379	23.498	24.617	25.736	26.855	27.974
IT Support Technician	26.650	27.983	29.315	30.648	31.980	33.313
Permit Technician	24.825	26.066	27.307	28.549	29.790	31.031
Planning Technician	30.156	31.664	33.172	34.679	36.187	37.695
Police Lead Technician	24.147	25.355	26.562	27.769	28.977	30.184
Police Technician	22.379	23.498	24.617	25.736	26.855	27.974
Public Works Auto Mechanic	26.495	27.820	29.145	30.469	31.794	33.119
Public Works Building Maintenance Worker	20.370	21.388	22.407	23.425	24.444	25.462
Public Works Parks/Streets/Utilities Maint. Worker	24.389	25.609	26.828	28.048	29.267	30.487
Public Works Parks/Streets Lead Worker	28.044	29.446	30.849	32.251	33.653	35.055
Recreation Specialist	23.262	24.425	25.589	26.752	27.915	29.078
Secretary/Receptionist	22.379	23.498	24.616	25.735	26.854	27.973

2023 3.00% with 2.5% MRA for * positions	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Accounting Clerk	23.960	25.158	26.356	27.554	28.752	29.950
Administrative Clerk	23.960	25.158	26.356	27.554	28.752	29.950
Administrative Assistant	23.960	25.158	26.356	27.554	28.752	29.950
Building Inspector	34.091	35.795	37.500	39.204	40.909	42.613
Code Enforcement Officer	31.060	32.613	34.166	35.719	37.272	38.825
Communications and Event Coordinator	26.635	27.966	29.298	30.630	31.962	33.293
Community Development Assistant	27.811	29.202	30.592	31.983	33.374	34.764
Community Service Officer	22.380	23.499	24.618	25.737	26.856	27.975
Engineering Technician II	29.007	30.458	31.908	33.359	34.809	36.259
Engineering Technician III	30.804	32.345	33.885	35.425	36.965	38.505
Engineering Technician IV	34.101	35.806	37.511	39.216	40.921	42.626
Fire Technician	23.050	24.203	25.355	26.508	27.660	28.813
IT Support Technician	27.450	28.822	30.195	31.567	32.940	34.312
Permit Technician	25.570	26.848	28.127	29.405	30.683	31.962
Planning Technician	31.061	32.614	34.167	35.720	37.273	38.826
Police Lead Technician	24.872	26.115	27.359	28.603	29.846	31.090
Police Technician	23.050	24.203	25.355	26.508	27.660	28.813
Public Works Auto Mechanic	27.290	28.654	30.019	31.383	32.748	34.112
*Public Works Building Maintenance Worker	21.505	22.581	23.656	24.731	25.806	26.882
*Public Works Parks/Streets/Utilities Main. Worker	25.749	27.036	28.324	29.611	30.899	32.186
*Public Works Parks/Streets Lead Worker	29.608	31.088	32.568	34.049	35.529	37.010
Recreation Specialist	23.960	25.158	26.356	27.554	28.752	29.950
Secretary/Receptionist	23.050	24.202	25.355	26.507	27.660	28.812

2024 3.00% with 2.5% MRA for * positions	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Accounting Clerk	24.679	25.913	27.147	28.381	29.615	30.849
Administrative Clerk	24.679	25.913	27.147	28.381	29.615	30.849
Administrative Assistant	24.679	25.913	27.147	28.381	29.615	30.849
Building Inspector	35.113	36.869	38.625	40.380	42.136	43.892
Code Enforcement Officer	31.992	33.591	35.191	36.790	38.390	39.989
Communications and Event Coordinator	27.434	28.805	30.177	31.549	32.920	34.292
Community Development Assistant	28.646	30.078	31.510	32.943	34.375	35.807
Community Service Officer	23.051	24.204	25.356	26.509	27.662	28.814
Engineering Technician II	29.878	31.372	32.865	34.359	35.853	37.347
Engineering Technician III	31.729	33.315	34.901	36.488	38.074	39.661
Engineering Technician IV	35.124	36.880	38.636	40.393	42.149	43.905
Fire Technician	23.742	24.929	26.116	27.303	28.490	29.677
IT Support Technician	28.273	29.687	31.101	32.514	33.928	35.342
Permit Technician	26.337	27.653	28.970	30.287	31.604	32.921
Planning Technician	31.993	33.592	35.192	36.791	38.391	39.991
Police Lead Technician	25.618	26.899	28.180	29.461	30.741	32.022
Police Technician	23.742	24.929	26.116	27.303	28.490	29.677
Public Works Auto Mechanic	28.109	29.514	30.919	32.325	33.730	35.136
*Public Works Building Maintenance Worker	22.704	23.839	24.975	26.110	27.245	28.380
*PW Parks/Streets/Utilities Maint. Worker	27.184	28.543	29.903	31.262	32.621	33.980
*Public Works Parks/Streets Lead Worker	31.262	32.825	34.388	35.951	37.514	39.077
Recreation Specialist	24.679	25.913	27.147	28.381	29.615	30.849
Secretary/Receptionist	23.741	24.929	26.116	27.303	28.490	29.677

APPENDIX B**ANNIVERSARY DATES FOR REGULAR EMPLOYEES**

Name of Employee	Title	Current Position Anniversary Date	Original Anniversary Date
Erick Benson	Building Maint. Worker	September 23, 2020	September 23, 2020
Scott Berscheid	Public Works Maint. Worker	December 13, 2017	December 13, 2017
Zach Bray	Public Works Maint. Worker	July 12, 2021	July 12, 2021
Michael Breiter	Public Works Maint. Worker	June 10, 2019	June 10, 2019
Christopher Bruneau	IT Support Technician	November 15, 2021	November 15, 2021
AnnMarie Busack	Fire Technician	August 31, 2015	August 31, 2015
Andy Blood	Public Works Maint. Worker	March 1, 2018	March 1, 2018
Terry Byron, Jr.	Public Works Parks Lead Worker	January 23, 2019	April 28, 2005
Nicole Cramton	Police Technician	January 4, 2021	January 4, 2021
Logan Czech	Engineering Technician II	September 3, 2019	September 3, 2019
Mario Cavallaro	Public Works Main. Worker	November 1, 2021	November 1, 2021
Jerome Dube	Public Works Maint. Worker	January 12, 2005	October 2, 2000
Ryan Duran	Community Service Officer	May 26, 2021	May 26, 2021
Jeff Erickson	Public Works Maint. Worker	February 28, 2007	February 28, 2007
Trudie Falk	Build. Insp. Adm. Assistant	September 24, 2020	September 24, 2020
Matt Graf	Public Works Maint. Worker	February 26, 2014	February 26, 2014
Randy Heaton	Building Maint. Worker	April 10, 2017	April 10, 2017
Jamie Hedburg	Police Technician	January 25, 2017	January 25, 2017
Dane Jessen	Public Works Maint. Worker	March 1, 2021	March 1, 2021
Jennifer Johnson	Police Technician	November 3, 2016	August 29, 2012
Ellen Krueger	Permit Technician	January 1, 2017	March 25, 2015
Vacant	Public Works Maint. Worker	TBD	TBD
Nicole Laubach	Administrative Assistant	October 27, 2021	October 27, 2021
Dan Lowrie	Public Works Maint. Worker	September 8, 2021	September 8, 2021
Aaron Madsen	Engineering Technician IV	September 1, 2019	November 12, 2002
Nick Maras	Public Works Mechanic	December 29, 2004	December 29, 2004
Jacob Marks	Public Works Maint. Worker	July 23, 2018	July 23, 2018
Marla Martinez	Recreation Specialist	January 11, 2022	January 11, 2022
Brian McCann	Planning Technician	March 25, 2020	March 25, 2020
Katie McNally	Community Service Officer	February 25, 2019	February 25, 2019
Don Meyenburg	Building Maintenance Worker	August 28, 2006	August 28, 2006
Pam Miller	Receptionist/Secretary	May 25, 1999	May 25, 1999

Todd Nelson	Public Works Maint. Worker	February 9, 2005	February 9, 2005
Tammy Oakes	Accounting Clerk	August 23, 2021	August 23, 2021
Doug Polzin	Mechanic	December 13, 2021	December 13, 2021
Bria Raines	Zoning Code Enforcement Officer	April 12, 2021	April 12, 2021
David Rankin	Building Inspector	April 12, 2021	April 12, 2021
Alejandra Sanchez	Permit Technician	September 4, 2018	September 4, 2018
Kathy Schmitz	Administrative Clerk	June 13, 2013	February 1, 1988
Wendy Schlueter	Econ. Dev. Administrative Assistant	November 29, 2018	November 29, 2018
Emmah Siedow	Lead Police Records Technician	October 2, 2017	October 2, 2017
Megan Thorstad	Communications and Events Coord.	June 18, 2018	June 18, 2018
Shane Turner	Public Works Streets Lead Worker	June 1, 2019	September 25, 2014
Mary Jo Warner	Parks & PW/Administrative Assistant	August 6, 2001	August 6, 2001
Marsha Weidner	Engineering Administrative Assistant	February 2, 2018	February 2, 2018

APPENDIX C: SICK LEAVE FOR WELLNESS

Use of Sick Leave for Wellness Activities: Employees who have been employed with the City of Ramsey for at least five years and who have accrued a minimum sick leave balance of 300 hours will be allowed to use up to 24 hours of sick leave annually for cash reimbursement for approved wellness activities. Sick leave used for wellness activities will be reimbursed according to the City's sick leave severance schedule based on the employee's years of service and wage at the time the request for reimbursement is made. For example, an employee with ten years of service who earns \$25 per hour is eligible to receive 7.92 hours of sick leave at a rate of \$25 per hour for approved activities. The City's severance schedule at the time of this writing is as follows: 33% after five years of service; 35% after 15 years of service; 37% after 20 years of service; and 40% after 25 years of service.

Reimbursements will be taxable income to the employee unless otherwise indicated.

Required Documentation

Claims will be accepted June 1-15 and December 1-15 and will be processed in July and January, respectively, unless otherwise indicated. An activity for which reimbursement is requested must have occurred in the same calendar year in which the request for reimbursement is made. All claims shall be submitted to Human Resources via a Request for Reimbursement Form accompanied by proper documentation for each activity. The sick leave used to fund a reimbursement for wellness activities will be based on the employee's years of service and wage at the time the request for reimbursement is made.

Approved Medical and Dental Expenses

Sick leave may be used to reimburse employees for the employee's medical and dental expenses not covered by the City's insurance plans. Accumulated sick leave used for this purpose will be reimbursed according to the City's sick leave severance schedule based on the employee's years of service and wage at the time the request for reimbursement is made. To receive the reimbursement, the employee will fill out a Request for Reimbursement Form and submit proof of the expense to the Human Resources Manager.

Approved Wellness-Related Activities

Approved wellness activities include the following:

- a. Individual employee memberships in approved health clubs and/or a sum equal to an individual membership for those employees holding family memberships which include the employee. An approved health club would be one that provides facilities for aerobic and strength training activities.
- b. Programs designed to improve health such as classes on weight loss, smoking cessation or stress management are also allowed. This includes jazzercise, exercise classes, learning to eat, and weight watchers.

- c. Regular (meaning at least once a week) fitness activities resulting in a moderate to high aerobic benefit and their fees and memberships will also be eligible for reimbursement. This includes activities such as singles tennis, racquetball, handball, court fees associated with these sports, basketball, exercise classes, hockey, soccer, martial arts training, skating, cross country skiing and gymnastics.
- d. Fitness/exercise equipment (e.g., stationary bikes, treadmill, stair stepper, rowing machine, ice/inline skates, skis)

The following are not eligible for reimbursement:

- a. Activities and equipment with a relatively low aerobic benefit, such as bowling, golf, dancing, horseback riding, archery, and baseball/softball. Also excluded are whirlpools, saunas, and massage therapy.
- b. Any clothing costs, competitive registration fees or costs for food will not qualify for reimbursement.
- c. Membership fees for clubs that are primarily social in nature (i.e., country clubs, golf/tennis clubs)
- d. Accessory items (e.g., book holders, water bottles/holders, bike racks), assembly charges, shipping fees and maintenance contracts.

Employees are advised to have a physical examination by their physician if they are beginning a new program of physical activity.

Employee may not participate in any Sick Leave for Wellness eligible program on City time.

Sports, activities and equipment not listed will be evaluated on a case by case basis by the Human Resources Manager.

Approved Deferred Compensation Contributions

Eligible employees will be allowed to convert accumulated sick leave to deferred compensation deposits. Deposits in combination with all other payments to the deferred compensation accounts are subject to maximum deferral regulations. Accumulated sick leave used for deferred compensation contributions will be reimbursed according to the City's sick leave severance schedule based on the employee's years of service and wage at the time that the contribution to deferred compensation is requested. Requests for contributions under this section must be submitted to Human Resources by November 15. Contributions will be made to deferred compensation plans via payroll deduction in December pre-tax.

Employees who are in the process of terminating employment are not eligible for reimbursements under this program. All requests for reimbursement under this program must be approved by the Human Resources Manager.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF RAMSEY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

ARTICLE 12 MOU INSURANCE

January 1, 2022 through December 31, 2022 as described below:

1) City monthly contributions for 2022 health insurance, as follows:

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's health plan during 2022. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

The City's monthly contribution to health insurance premiums in 2022, not including contributions to the H.R.A./V.E.B.A. or H.S.A. are listed below.

Monthly City Contributions to Premiums

- Employee only (single) City contribution, not to exceed \$877.50; and
- Employee and Children City contribution is \$1053.30; and
- Employee and Spouse City contribution is \$1106.10; and
- Family City contribution is \$1369.50; and

In addition to the premium contributions listed above, the city will contribute the following to the H.R.A./V.E.B.A. or H.S.A. shown below, as follows:

- Single plans with a \$4000 deductible receive \$194.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- Other single plans receive \$130.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- All employee + children and employee + spouse plans will receive \$160.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- All family plans will receive \$192.00 per month toward the H.R.A./V.E.B.A. or H.S.A.

Or

The Employer will pay \$370 per month in 2022 in lieu of all insurance benefits provided in this Section for employees who waive such coverage. Employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in to the waiving benefit. Other employees to the program are subject to the following terms: Employee must agree to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form.

2) City total monthly contributions for 2023 and 2024 health insurance, as follows:

A. 2023 and 2024 Premium Contributions

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's health plan during 2023 and 2024. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

The City's monthly contribution to health insurance premiums in 2023 and 2024, not including contributions to the H.R.A./V.E.B.A. or H.S.A. are listed below.

Monthly City Contributions to Premiums

- Employee only (single) City contribution will be paid at the dollar value equal to the \$2500 Deductible Perform Network plan full premium, but not to exceed \$960.86 in 2023 and not to exceed \$1052.14 in 2024; and
- Employee and Children City contributions will be paid at the dollar value equal to 60% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1153.36 in 2023 and not to exceed \$1262.93 in 2024; and
- Employee and Spouse City contribution will be paid at the dollar value equal to 60% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1211.18 in 2023 and not to exceed \$1326.24 in 2024; and
- Family City contribution will be paid at the dollar value equal to 60% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1499.60 in 2023 and not to exceed \$1642.06 in 2024; and

Total monthly city contributions listed above include the H.R.A./V.E.B.A. or H.S.A. shown below, as follows:

- Single plans with a \$4000 deductible receive \$194.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- Other single plans receive \$130.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- All employee + children and employee + spouse plans will receive \$160.00 per month toward the H.R.A./V.E.B.A. or H.S.A.
- All family plans will receive \$192.00 per month toward the H.R.A./V.E.B.A. or H.S.A.

Or

The Employer will pay \$370 per month in 2023 and 2024 in lieu of all insurance benefits provided in this Section for employees who waive such coverage. Employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in to the waiving benefit. Other employees to the program are subject to the following terms: Employee must agree "to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form.

B. 2023 and 2024 Premium Contributions if there is a Change in Total Premium Cost

The parties understand and agree that the Monthly City Contributions described in Paragraph A, above, are based on the premiums for the City's \$2,500 Perform Network insurance program ("Perform Network"). In the event that there are changes to the Perform Network premiums for 2023 and 2024 the Monthly City Contribution will be adjusted as follows, but will not exceed the monthly City contributions listed on page 2 of this MOU:

1. Reduction in Premium

If the total premium cost of the Perform Network decreases in 2023 or 2024 the Monthly City Contribution described in Paragraph A, above, will be adjusted as follows:

- Employee only (single): The City will contribute the total cost of the \$2500 deductible plan, Perform Network premium, but not to exceed the premium amount of the elected plan.
- Employee and Children: The City's contribution will be reduced to 60% of the cost of the \$2500 deductible plan, Perform Network premium.
- Employee and Spouse: The City's contribution will be reduced to 60% of the cost of the \$2500 deductible, Perform Network premium.
- Family: The City's contribution will be reduced to 60% of the cost of the \$2500 deductible, Perform Network premium.

2. Increase in Premium

If the total premium cost of the Perform Network increases in 2023 or 2024 the Monthly City Contribution described in Paragraph A, above, will be adjusted as follows:

- Employee only (single): The City will contribute the amount described in Paragraph A, plus the total increase in the premium cost for single coverage under the \$2500 deductible, Perform Network.
- Employee and Children: The City will contribute the amount described in Paragraph A, plus 60% of the premium cost for Employee and Children coverage under the Perform Network.

- Employee and Spouse: The City will contribute the amount described in Paragraph A, plus 60% of the premium cost for Employee and Spouse coverage under the Perform Network.
 - Family: The City will contribute the amount described in Paragraph A, plus 60% of the premium cost for Family coverage under the Perform Network.
3. Application of Paragraphs 1 and 2. In 2023 and 2024, if the total premium cost for the Perform Network is decreased due to the City being classified in a more favorable band or classification, and the total premium cost is impacted by the imposition of taxes under the Affordable Care Act, the Total Monthly City Contribution, as described in Paragraph A, will be adjusted as follows, but will not exceed the monthly City contributions listed on page 2 of this MOU:
- Employee only (single): The City will contribute the total cost of the Perform Network premium, including the amount of any increase in that premium due to the imposition of taxes under the Affordable Care Act. Employees electing an Employee only (single) plan priced less than the Perform Network plan will receive a City contribution to the premium equal to the elected plan premium.
 - Employee and Children: The City's contribution will be reduced to 60% of the cost of the Perform Network premium, including the amount of any increase in that premium due to the imposition of taxes under the Affordable Care Act.
 - Employee and Spouse: The City's contribution will be reduced to 60% of the cost of the Perform Network premium, including the amount of any increase in that premium due to the imposition of taxes under the Affordable Care Act.
 - Family: The City's contribution will be reduced to 60% of the cost of the Perform Network premium, including the amount of any increase in that premium due to the imposition of taxes under the Affordable Care Act.

In the event this MOU will or does cause penalties, fees, fines, or excise taxes to be assessed against the City or employees, the parties agree to renegotiate this MOU in a manner that eliminates the penalties, fees, fines, or excise taxes.

This MOU represents the complete and total agreement between the City and the Union regarding the subject matter herein. The parties agree that the MOU shall be in effect from January 1, 2022 through December 31, 2024 and shall sunset and cease to be effective on December 31, 2024.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)

ARTICLE 21 M.O.U. UNIFORMS

January 1, 2022 through December 31, 2024 as described below:

This Memorandum of Understanding is made between the City of Ramsey and AFSCME; and

WHEREAS, the City and the Union are parties to a 2022-2024 collective bargaining agreement; and

WHEREAS; Section 21.3 and Section 21.5 of the labor agreement, shall be null and void while this MOU is in effect; and

WHEREAS, certain EMPLOYEES wear clothing that is considered taxable under state and federal law, if provided by the City; and

WHEREAS, the annual uniform stipend will be paid to these EMPLOYEES in one payment through their regular biweekly payroll disbursement on the second payroll in March. This stipend will be included in the EMPLOYEES' taxable earnings and applicable taxes will be withheld according to Internal Revenue Service; and

WHEREAS; in the event any such items are lost or damaged through the negligence of the EMPLOYEE possessing said property, (reasonable wear and depreciation expected), such EMPLOYEE shall be financially responsible for the replacement of said negligently lost or destroyed item; and

WHEREAS, members utilizing the City's uniform service are ineligible for the stipend; and

WHEREAS, the following information is an excerpt from the City's Personnel Policy and all EMPLOYEES are expected to adhere to the following:

The dress and appearance of City employees has a direct reflection on the professionalism of our services. A neat, well-groomed employee will present a positive image of the City and demonstrate the pride of our City employees. Our appearance and attire have a definite impact on the way we are perceived by others and the confidence that customers have in our ability to provide quality services.

Therefore, the parties met, negotiated and agreed upon the following:

For, 2022 – 2024 the City will provide a monetary uniform stipend to the EMPLOYEES in the following positions at the amounts listed:

- a. Building Maintenance Workers * \$393.75
- b. Engineering Technicians* \$393.75
- c. Parks, Streets and Utilities Maintenance Workers* \$393.75
 - i. The above listed stipends include any costs associated with embroidery; any costs greater than the above listed stipend shall be the EMPLOYEES responsibility.
- d. Building Inspectors* \$393.75
- e. Job classifications not listed herein, but deemed by the EMPLOYER to require uniforms, will be provided with said uniform; the cost of said uniform will be paid by the EMPLOYER; and the taxable value of the uniform will be processed through payroll as a taxable fringe benefit.
- f. Other EMPLOYEES whose work requires protective footwear will also receive the below mentioned voucher for the purchase of OSHA approved protective footwear.

*Denotes job classifications that receive vouchers for the purchase of OSHA approved protective footwear.

Lastly, all Parks, Streets, and Utilities maintenance workers shall adhere to the following protocol:

1) Approved Uniforms

Approved work pants shall be either jeans or uniform style work pants; approved shorts are permitted during the summer and shall be of a solid color -- no patterned material allowed. Approved shirts shall be uniform shirts or polo shirts purchased from an approved City vendor; solid color work short-sleeve shirts and solid color work long-sleeve shirts; and solid color crew-neck work sweatshirts.

2) Unapproved Clothing

Unapproved clothing includes, but may not be limited to clothing with advertisements or logos larger than 2" (other than City logos); sleeveless shirts, athletic wear such as sweatpants, sweat-suits, workout clothes, and tennis shoes are not allowed. If EMPLOYEES are uncertain as to whether or not a clothing item will be allowed they should consult with their supervisor.

3) Condition of Clothing

Clothing must always be neat, clean, and not overly worn, faded, or in disrepair. EMPLOYEES must maintain this standard or, at the discretion of the Department Head, will be ineligible to receive future stipends and transferred to the City's uniform service.

This Memorandum of Understanding sunsets on December 31, 2024.

FOR THE CITY OF RAMSEY:

BY:

Mayor

Date

ATTEST:

City Administrator

Date

FOR AFSCME

BY:

Negotiating Team Member

Date

BY:

Negotiating Team Member

Date

BY:

Negotiating Team Member

Date

BY:

Field Representative

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)

January 1, 2022 to December 31, 2024 as described below:

M.O.U. PUBLIC WORKS MAINTENANCE WORKER CAREER
LADDER PROGRAM

The purpose of this Memorandum of Understanding (MOU) is to memorialize the agreement between the City of Ramsey (the EMPLOYER) and the American Federation of State, County, and Municipal Employees (AFSCME) concerning Public Works Maintenance Workers' participation in the City's Career Ladder Program.

The Program:

The Career Ladder Program includes specific criteria for eligibility and advancement as established and maintained in policy by the City.

Educational Expenses:

Training and tuition expenses incurred as a result of the Career Ladder Program will be paid and/or reimbursed as defined in the City Personnel Policy.

Wages:

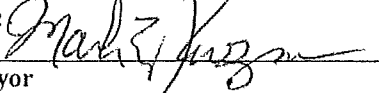
Upon completion of each of the following career ladder levels employees will be compensated as follows:

Level 2 to be paid at 1% over the step 6 base wage

Level 3 to be paid at 1.5% over the step 6 base wage

Level 4 to be paid at 3% over step 6 base wage

FOR THE CITY OF RAMSEY:

BY: 
Mayor

12-03-2021
Date

ATTEST: 
City Administrator

11-30-21
Date

FOR AFSCME

BY: 
Negotiating Team Member

12-13-21
Date

BY: 
Negotiating Team Member

12-14-21
Date

BY: NA

Negotiating Team Member

BY: [Signature]

Field Representative

Date

12/15/21

Date