

LABOR AGREEMENT BETWEEN

CITY OF RAMSEY &

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

January 1, 2025 to December 31, 2026

Prepared by Colleen Lasher, Administrative Services Director

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
ARTICLE 1 PREAMBLE AND PURPOSE OF AGREEMENT	4
ARTICLE 2 DEFINITIONS	4
ARTICLE 3 RECOGNITION	6
ARTICLE 4 UNION SECURITY	6
ARTICLE 5 EMPLOYER SECURITY	7
ARTICLE 6 EMPLOYER AUTHORITY	8
ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.....	8
ARTICLE 8 WORK SCHEDULES - PREMIUM PAY	10
ARTICLE 9 SICK LEAVE	13
ARTICLE 10 HOLIDAYS.....	15
ARTICLE 11 VACATION LEAVE	16
ARTICLE 12 INSURANCE	17
ARTICLE 13 LEAVES.....	17
ARTICLE 14 SENIORITY	18
ARTICLE 15 JOB VACANCIES	18
ARTICLE 16 LAY OFF.....	18
ARTICLE 17 PROBATIONARY PERIODS.....	19
ARTICLE 18 JOB SAFETY	20
ARTICLE 19 DISCIPLINE	20
ARTICLE 20 WAGES.....	21
ARTICLE 21 UNIFORMS.....	21
ARTICLE 22 SEVERANCE PAY	23
ARTICLE 23 POST EMPLOYMENT HEALTH CARE SAVINGS PLAN.....	23
ARTICLE 25 WAIVER	25
ARTICLE 26 SAVINGS CLAUSE.....	25
ARTICLE 27 DURATION	25
APPENDIX A1 COMPENSATION PLANS	27

APPENDIX A2 WAGE SCALES.....28

APPENDIX B ANNIVERSARY DATES FOR REGULAR EMPLOYEES.....32

ARTICLE 12 MOU INSURANCE34

M.O.U. PUBLIC WORKS MAINTENANCE WORKER CAREER LADDER PROGRAM.....38

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 re-employment, 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 six (6) 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.

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 at each permanent work site to be used by EMPLOYEES for posting notices of the following type:
- A. Notice of UNION recreational and social affairs;
 - B. Notice of UNION elections;
 - C. Notice of UNION appointments and results of UNION elections;
 - D. Notices of UNION meetings;
 - E. Notices of UNION committee reports; and
 - F. 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 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 earned in lieu of over-time pay. Compensatory time earned to an EMPLOYEE, to be taken at a later date, but not within the same workweek, 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 earned is considered to be working.

- 8.6 Neither compensation for over-time nor accumulation of compensatory time earned 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 earned 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 ESST 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, further accumulation of compensatory time is prohibited, and the EMPLOYEE shall be paid for over-time in accordance with this Article.

The EMPLOYER reserves the right to payout any compensatory time 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 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. Note: upon terminating employment with the City, all compensatory time 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. Compensatory time shall not be earned and used in the same work week

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 Monday through Sunday, except on approved holidays, which will be a minimum of four (4) hours pay. The two hour or four 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 on-call policy applies to unexpected emergencies, including requested weekend well and lift station checks. This policy does not apply to snow plow duties. EMPLOYEES who wish to be added to the on-call list for the calendar year may make this request to the on-call supervisor on a voluntary basis by December 1st of the preceding year, EMPLOYEES hired after January 1, 2014 are required to participate in the on-call program. Those who are approved as on-call EMPLOYEES will rotate on a weekly (seven days) basis. On-call EMPLOYEES will be assigned to a 7-day schedule. On-call hours begin at 3:30 p.m. and shall end at 7:00 a.m. on the next regularly scheduled work day.

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 on-call supervisor 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 Director, in order to be a member of the on-call pool

On-call compensation is as follows:

A) One (1) hour of pay at 1.5 times of EMPLOYEE'S base hourly pay for each day of assigned on call duty, Monday through Friday

B) two (2) hours of pay at 1.5 times of EMPLOYEE'S base hourly pay for Saturday and Sunday, and

C) four (4) hours of pay at 1.5 times the EMPLOYEE'S base hourly pay on approved holidays

Pay when responding: The EMPLOYER agrees that EMPLOYEE'S will not forfeit on call pay and will be compensated as per section 8.10 (Call back Policy).

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.

In the event that an on-call EMPLOYEE receives an additional alert, page, alarm or work direction from the Public Works Director or designee, to respond to a call within the previous minimum call back period (two hours on non-holidays and four hours on approved holidays) this is merely an extension of the original call and does not start an additional minimum call back period of time.

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

ARTICLE 9 EARNED SICK AND SAFE TIME

Effective January 1, 2025, all accrued traditional sick time and accumulated ESST leave shall be designated as Earned Sick and Safe Time (ESST), under Minnesota Statutes §§ 181.9445-181.9448, as amended and shall be administered in accordance with the ESST statutes, subject to one exception listed below.

- 9.1 Every probationary, regular, and part-time EMPLOYEE is entitled to ESST leave with pay. For full-time EMPLOYEES ESST time shall accrue at the rate of eight (8) hours for each calendar month of full-time service or major fraction thereof. Part-time EMPLOYEES shall accrue ESST leave on a pro-rata basis, but no less than one (1) hour for every thirty (30) hours worked. ESST leave may be accumulated to a maximum of 960 hours and may be granted in units of not less than 15 minutes. Unused ESST leave in excess of 960 hours at the end of a calendar year (January 1st) shall be converted to the post employment healthcare savings plan at a rate of one hour for each two hours of ESST leave in excess of 960 hours.
- 9.2 ESST 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 ESST leave may be granted by the EMPLOYEE'S Department Head when the EMPLOYEE has communicated the request, and is unable to perform work duties due to reasons listed under Minnesota Statute §§ 181.9447, as amended.

9.4 EMPLOYEES are allowed funeral leave up to 24 hours twice annually per occurrence (a maximum of 48 hours annually) for a death in the immediate family. Immediate family for this section is defined as spouse, parent, step-parent, children, step-children, brother, sister, grandparents, grandchildren or a like member of Employee's spouse's family.

That time is not chargeable against any accrued vacation, ESST or compensatory time. Hours must be taken within 5 (five) calendar days from start to finish per occurrence.

Additional funeral leave, in order to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member may be taken from EMPLOYEES earned ESST accrual as available and as defined under Minnesota Statute §§ 181.9445, as amended. This leave shall be deducted from EMPLOYEES the earned ESST accrual.

If the need for funeral leave does not meet either the EMPLOYERS funeral leave policy or state statute for earned ESST and safe time, EMPLOYEES may request vacation or compensatory time as the EMPLOYEE may choose and have available.

—9.5 To be eligible for ESST leave with pay, an EMPLOYEE shall:

1) report as soon as possible to the EMPLOYEE'S department head the need to utilize ESST leave, and

2) keep the EMPLOYEE'S department head informed of such EMPLOYEE'S ability to return to work.

9.6 Using or claiming ESST leave for a purpose not authorized by Minnesota Statute §§ 181.9447, as amended shall be cause for disciplinary action.

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

9.8 Regular part-time EMPLOYEES shall be entitled to ESST 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
Juneteenth	June 19th
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. The City 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 payable as overtime pay or compensatory time earned for the time they work on such holiday.

10.3 When New Year's Day, Juneteenth, Independence Day, Veterans’ 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 vacation leave based upon the following schedule:

Full-Time AFSCME EMPLOYEE Vacation Accrual Schedule		
Years of Service (YOS)	Bi-weekly Accrual Rate	Vacation Days/Year
First Year	Advanced 5 of 10 days 1.54 hours/pay period	10 days
2 nd through 5 th YOS	3.08 hours/pay period	10 days
6 th through 10 th YOS	4.62 hours/pay period	15 days
11 th through 15 th YOS	6.15 hours/pay period	20 days
16 th YOS	6.46 hours/pay period	21 days
17 th YOS	6.77 hours/pay period	22 days
18 th YOS	7.08 hours/pay period	23 days
19 th YOS	7.38 hours/pay period	24 days
20 th YOS	7.69 hours/pay period	25 days

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 is considered to be working.

- 11.6 Regular part-time EMPLOYEES shall be entitled to paid vacation leave 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.
- Administrative assistants maintain seniority in their specific department for purposes of layoffs, a more senior EMPLOYEE will only bump a less senior EMPLOYEE if the less senior EMPLOYEE has been in the position for one year or less.

14.2 On January 1, 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 lay off 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 layoffs, 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 layoff 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 lay off 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. At the sole discretion of the EMPLOYER, a probationary EMPLOYEE may be put on an extended probationary period up to 90 days if the EMPLOYER held a three (3) month, four (4) month, and five (5) month documented review of the probationary EMPLOYEE. In that event, the EMPLOYEE may be placed on a performance improvement plan and probation may be extended up to 90 days.
- 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 EARNED SICK AND SAFE TIME (ESST) : During the probationary period following original appointment or promotional appointment, an EMPLOYEE is entitled to use accrued vacation leave and accrued ESST leave. The use of both accrued vacation leave and accrued ESST 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 ensure 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 as designated below.
- 21.2 EMPLOYEES 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 The City will provide a monetary uniform stipend to EMPLOYEES in the following positions at the amounts listed below, plus a \$200.00 boot voucher to those positions noted with an asterisk. If the EMPLOYEE selects boots with a cost greater than \$200.00, the EMPLOYEE will be responsible for the difference in cost.

a.	Building Maintenance Workers *	\$393.75
b.	Engineering Technicians*	\$393.75
c.	Parks, Streets and Utilities Maint. Workers and Leads*	\$393.75
d.	Mechanics and Lead Mechanic*	\$393.75
e.	Zoning Code Enforcement Officer* (or the like)	\$393.75
f.	Rental Housing Inspector* (or the like)	\$393.75
g.	Building Inspectors*	\$393.75

The above listed stipends include any costs associated with embroidery; any costs greater than the above listed stipend shall be the EMPLOYEES responsibility.

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.

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

Other EMPLOYEES whose work requires protective footwear will also receive the below mentioned voucher for the purchase of OSHA approved protective footwear.

All EMPLOYEES 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.

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 ten (10) years of continuous employment service, the EMPLOYEE will receive forty-five percent (45% of said EMPLOYEE'S unused, accumulated sick leave. After fifteen (15) years of continuous employment service, the EMPLOYEE will receive fifty percent (50%) of unused, accumulated sick leave.

After five (5) years of continuous employment, EMPLOYEES who submit a letter of resignation at least three (3) months (90 calendar days) in advance of their last day worked, shall receive an additional ten percent (10%) added to the applicable years of service tier, to be deposited into the EMPLOYEE'S Health Care Savings Plan

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:

- A. The individual must be a regular employee and a current member of the AFSCME bargaining unit.
- B. 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 5 years of continuous employment; 45% of unused accumulated sick leave after 10 years of continuous employment; 50% of unused accumulated sick leave after 15 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 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, 2026 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, 2025, 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:

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

Mayor:

AFSCME Field Representative:

Attest: City Administrator

AFSCME Negotiating Committee Member

AFSCME Negotiating Committee Member

AFSCME Negotiating Committee Member

APPENDIX A1 COMPENSATION PLANS

The compensation plans are based on “steps” that are four percent (4%) 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 four percent (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

AFSCME 2025 Wage Scale Market Adjustments Plus COLA						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Accountant I	33.483	35.158	36.832	38.506	40.180	41.854
Accountant II	38.601	40.531	42.461	44.391	46.321	48.251
Accounting Clerk	29.906	31.401	32.897	34.392	35.887	37.383
Admin Clerk	27.382	28.751	30.120	31.489	32.858	34.227
Administrative Assistant	27.382	28.751	30.120	31.489	32.858	34.227
Auto Mechanic	32.600	34.230	35.860	37.490	39.120	40.750
Auto Mechanic - Lead	35.860	37.653	39.446	41.239	43.032	44.825
Building Inspector/Plans Examiner	38.257	40.170	42.083	43.996	45.909	47.822
Building Maintenance	26.615	27.945	29.276	30.607	31.938	33.268
Communications Coordinator	34.540	36.267	37.994	39.721	41.448	43.175
Engr Tech II	32.528	34.155	35.781	37.407	39.034	40.660
Engr Tech III	33.768	35.456	37.145	38.833	40.522	42.210
IT Support Technician	34.122	35.828	37.534	39.240	40.946	42.652
Community Service Officer	23.743	24.930	26.117	27.304	28.491	29.679
Community Service Officer Lead	35.456	37.229	39.002	40.775	42.548	44.321
Parks, Streets and Utilities PW Maintenance. Worker	30.113	31.619	33.125	34.631	36.136	37.642
Parks, Streets and Utilities Leads	34.631	36.362	38.094	39.825	41.557	43.288
Permit Tech I	29.283	30.748	32.212	33.676	35.140	36.604
Permit Tech II	30.748	32.285	33.822	35.360	36.897	38.435
Police Tech	28.795	30.235	31.674	33.114	34.554	35.993
Police Tech/Data Analyst	30.235	31.746	33.258	34.770	36.281	37.793
Police Tech LEAD	31.098	32.653	34.208	35.763	37.318	38.872
Rental Housing Inspector	35.020	36.771	38.522	40.273	42.024	43.775
Secretary/Receptionist	24.454	25.676	26.899	28.122	29.344	30.567
Zoning Code Enforcement Officer	35.020	36.771	38.522	40.273	42.024	43.775

AFSCME 2026 Wage Scale 3% COLA added to 2025						
Wages	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Hourly	Hourly	Hourly	Hourly	Hourly	
Accountant I	34.488	36.212	37.937	39.661	41.386	43.110
Accountant II	39.759	41.747	43.735	45.723	47.711	49.699
Accounting Clerk	30.803	32.343	33.884	35.424	36.964	38.504
Admin Clerk	28.203	29.614	31.024	32.434	33.844	35.254
Administrative Assistant	28.203	29.614	31.024	32.434	33.844	35.254
Auto Mechanic	33.578	35.257	36.936	38.614	40.293	41.972
Auto Mechanic - Lead	36.936	38.782	40.629	42.476	44.323	46.169
Building Inspector/Plans Examiner	39.405	41.375	43.346	45.316	47.286	49.256
Building Maintenance	27.413	28.784	30.154	31.525	32.896	34.266
Communications Coordinator	35.576	37.355	39.134	40.913	42.691	44.470
Community Service Officer	24.455	25.678	26.901	28.123	29.346	30.569
Community Service Officer Lead	36.520	38.346	40.172	41.998	43.824	45.650
Engr Tech II	33.504	35.179	36.854	38.530	40.205	41.880
Engr Tech III	34.781	36.520	38.259	39.998	41.737	43.476
IT Support Technician	35.145	36.902	38.660	40.417	42.174	43.932
Parks, Streets and Utilities PW Maintenance. Worker	31.017	32.568	34.119	35.669	37.220	38.771
Parks, Streets and Utilities Leads	40.417	42.438	44.459	46.480	48.500	50.521
Permit Tech I	30.162	31.670	33.178	34.686	36.194	37.702
Permit Tech II	31.670	33.254	34.837	36.421	38.004	39.588
Police Tech	29.659	31.142	32.624	34.107	35.590	37.073
Police Tech/Data Analyst	31.142	32.699	34.256	35.813	37.370	38.927
Police Tech LEAD	32.031	33.633	35.234	36.836	38.438	40.039
Rental Housing Inspector	36.071	37.874	39.678	41.481	43.285	45.089
Secretary/Receptionist	25.187	26.447	27.706	28.965	30.225	31.484
Zoning Code Enforcement Officer	36.071	37.874	39.678	41.481	43.285	45.089

APPENDIX B**ANNIVERSARY DATES FOR REGULAR EMPLOYEES**

First Name	Last Name	Original Anniversary	Current Position Anniversary	Job Title
Mariah	Albrecht	12/4/2023	12/4/2023	Parks Administrative Assistant
Dan	Allen	3/6/2023	3/6/2023	Building Maintenance Worker
Andy	Blood	03/01/18	05/18/24	PW Lead Parks Maintenance Worker
Matthew	Bowes	08/29/22	08/29/22	PW Streets Maintenance Worker
Zach	Bray	07/12/21	07/12/21	PW Parks Maintenance Worker
Michael	Breiter	06/10/19	06/10/19	PW Streets Maintenance Worker
John	Bromen	05/29/24	05/29/24	Building Maintenance Worker
Tori	Bruneau	02/13/23	02/13/23	Police Technician
Chris	Bruneau	11/15/21	11/15/21	IT Support Technician
Michael	Conradi	04/18/22	04/18/22	Building Maintenance Worker
Logan	Czech	09/03/19	01/01/23	Engineering Technician III
Stacie	Damjanovich	07/17/23	07/17/23	Engineering Administrative Assistant
Landon	Dowd-Sivigny	02/12/24	02/12/24	PW Streets Maintenance Worker
Andy	Dubbin	08/05/24	08/05/24	PW Streets Maintenance Worker
Cameron	Erickson	01/09/23	01/09/23	PW Utilities Maintenance Worker
Jordan	Evans	01/03/23	01/03/23	PW Utilities Maintenance Worker
Jennifer	Gilb	07/18/22	07/18/22	Secretary/Receptionist
Matt	Graf	02/26/14	01/28/23	PW Lead Utilities Maintenance Worker
Jamie	Hedburg	01/25/17	01/01/23	Police Technician/Data Analyst
David	Herrick	01/31/22	01/31/22	PW-Streets Maintenance Worker
Brandon	Hodgeman	06/12/23	06/12/23	PW-Streets Maintenance Worker
Jacob	Hoel	03/20/23	03/20/23	Engineering Technician II
Jennifer	Johnson	08/29/12	08/29/12	Police Technician (PT)
Patricia	Johnson	10/24/22	10/24/22	Communications Coordinator
Gunnar	Ledin	01/15/22	01/15/22	PW Parks Maintenance Worker
Christopher	Loe	03/04/24	03/04/24	Mechanic
Chad	Loudon	06/13/22	06/13/22	PW Parks Maintenance Worker
Dan	Lowrie	09/08/21	09/08/21	PW Parks Maintenance Worker
Jason	Lunde	10/31/22	06/01/24	PW Parks Maintenance Worker
Joseph	Mann	01/02/24	01/02/24	PW Utilities Maintenance Worker
Nick	Maras	12/29/04	12/29/04	Mechanic

Jacob	Marks	07/23/18	01/28/23	PW Lead Streets Maintenance Worker
Katie	McNally	02/25/19	02/25/19	Community Service Officer
Pam	Miller	05/25/99	05/25/99	Secretary/Receptionist
Jennifer	Morrison	10/03/22	10/03/22	Accounting Clerk
Matthew	Nelson	05/30/24	05/30/24	Building Maintenance Worker
Todd	Nelson	02/09/05	02/09/05	PW Parks Maintenance Worker
Chance	Nelson	04/01/24	04/01/24	PW Parks Maintenance Worker
Tammy	Oakes	08/23/21	04/01/24	Accountant II
Josh	Osen	03/06/23	03/06/23	Engineering Technician II
Douglas	Polzin	12/13/21	12/13/21	Mechanic
Stephanie	Rineke	10/02/23	10/02/23	Community Service Officer
Josh	Rock	02/12/24	02/12/24	PW Streets Maintenance Worker
Abdi	Sahal	06/17/24	06/17/24	Planning Administrative Assistant
Alejandra	Sanchez	09/04/18	09/04/18	Permit Technician
Wendy	Schlueter	11/29/18	11/29/18	Administrative Assistant
Kathy	Schmitz	02/01/88	06/13/12	Administrative Clerk
Brittany	Sibell	07/08/24	07/08/24	Accountant I
Emmah	Siedow	10/02/17	10/02/17	Lead Police Records Technician
Madison	Spah	07/15/24	07/15/24	Community Service Officer
Abby	Spitzer	07/08/24	07/08/24	Community Service Officer
Craig	Swalchick	06/23/22	06/23/22	Zoning Code Enforcement Officer
Dana	Verbeek	08/29/22	04/01/24	Rental Housing Inspector
Marsha	Weidner	02/07/18	07/17/23	Public Works Administrative Assistant
Jeremy	Wicklund	07/29/24	07/29/24	PW Streets Maintenance Worker
Sherri	Wills	10/14/24	10/14/24	Permit Technician II
Chao	Xyong	12/19/22	12/19/22	Building Inspections Administrative Assistant

MEMORANDUM OF UNDERSTANDING

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

ARTICLE 12 MOU INSURANCE

1) Insurance: City monthly contributions for 2025 health insurance and life insurance:

The EMPLOYER will make the following contributions toward group health insurance coverage for EMPLOYEES enrolled in the City's health plan during 2025. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular EMPLOYEES.

Premiums or Waiver

- EMPLOYEE only (single) City contribution, not to exceed \$1102.50
- EMPLOYEE and Children City contribution: \$1544.20
- EMPLOYEE and Spouse City contribution: \$1621.20
- Family City contribution: \$2007.60, or
- Cash in lieu of City's insurance contribution of \$425.00 per month. Cash in lieu of coverage requires proof of other coverage.

Health Reimbursement Account/Health Savings Account

- Single plans with a \$3300 deductible receive \$160.00 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.
- EMPLOYEES waiving health insurance will not receive H.R.A. or H.S.A. contributions

2) Insurance: City monthly contributions for 2026 health insurance and life insurance:

The EMPLOYER will make the following contributions toward group health insurance coverage for EMPLOYEES enrolled in the City's health plan during 2026. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular EMPLOYEES. For purposes of payroll calculations, in the event the 2026 health insurance renewal creates an uneven number, the City's contribution will be round up to the nearest penny.

Monthly City Contributions to Premiums or Waiver

- 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 \$1207.24 in 2026; and
- EMPLOYEE and Children City contributions will be paid at the dollar value equal to 70% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1690.90 in 2026; and
- EMPLOYEE and Spouse City contribution will be paid at the dollar value equal to 70% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$1775.21 in 2026; and
- Family City contribution will be paid at the dollar value equal to 70% of the \$2500 Deductible Perform Network plan full premium, but not to exceed \$2198.32 in 2026; or
- Cash in lieu of City's insurance contribution of \$425.00 per month, but shall not exceed 50% of the least expensive 2026 single premium. Cash in lieu of coverage requires proof of other coverage.

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 \$ 3300 deductible receive \$160.00 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.
- EMPLOYEES waiving health insurance will not receive H.R.A. or H.S.A. contributions

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:

Field Representative

Date

MEMORANDUM OF UNDERSTANDING

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

January 1, 2025 to December 31, 2026 as described below:

**M.O.U. PUBLIC WORKS MAINTENANCE WORKER AND LEAD
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 2% 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

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