

LABOR AGREEMENT BETWEEN

CITY OF RAMSEY &

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

2012

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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 REGULAR FULL-TIME EMPLOYEE: Any employee working a regularly scheduled work week of 40 hours per week. This employee is eligible for vacation time, sick leave, holiday pay and health and life insurance coverage.

TEMPORARY FULL-TIME EMPLOYEE: Any non-student employee working a regularly scheduled work week of 40 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.

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 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.

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).

AFSCME and the EMPLOYER have agreed to file a joint petition to the Bureau of Mediation to revise the Certificate of Exclusive Representative to add "professional" to those EMPLOYEES excluded from representation, as follows:

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 no more than two EMPLOYEES from the bargaining unit to act as stewards 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 stewards. The UNION shall also certify to the EMPLOYER a complete and current list of its officers and representatives.
- A. The stewards may not be a newly hired or rehired EMPLOYEE who is on probation.
- B. The stewards 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 shall 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.
- 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, and sick leave. Unpaid leave shall not be counted as time worked for the purpose of calculating over-time.
- 8.8 When an EMPLOYEE accrues eighty (80) 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.
- 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 is effective January 1, 2008 and 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 quarter. 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, that employee will be allowed to drive a city vehicle to and from work for on call duties only. Employees may not take care of personal business while driving a city vehicle.

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

On call employees will be assigned to a seven-day schedule. On call employees will receive one hour of straight pay for each day of assigned on call duty Monday through Friday. Upon responding to a situation, an on call employee will forfeit on call pay and s/he will be paid as per Section 8.10 (Call-back Policy). On call hours shall begin at 3:30pm and shall end at 7:00am on the next regularly scheduled work day.

On Saturdays, Sundays and approved holidays, on call employees are required to perform lift station and well checks once daily. On call employees who conduct these checks will be paid as per Section 8.10 (Call back- Policy).

On call employees who are called back to work on an approved holiday will be compensated as per Section 10.2 (Holidays).

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 120 days (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 120 days or deposited into the health care savings plan at a rate of one hour of pay each for two hours of sick leave.
- 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 reason for the absence;
 - (2) keep the EMPLOYEE'S department head informed of the EMPLOYEE'S condition 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.
- 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	Fourth Friday in November
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, computed by converting their annualized part-time employment to equivalent adjusted full-time service.

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.
- 11.5 For the purpose of accumulating additional vacation leave, an EMPLOYEE using earned vacation leave, paid holidays or sick leave 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, except as stated below:

The employer shall provide health insurance prorated based on a full-time schedule for regular part-time employees who are budgeted to work a regular schedule of 30 hours per week and who have five or more years of service with the City of Ramsey.

- 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 agrees to assist employees in efforts to find a dental plan that offers the same or better benefits for the same or lower cost.

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 EMPLOYEEES shall be laid off on the basis of job classification seniority only when the job relevant qualification factors between EMPLOYEEES 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 During the probationary period following an original appointment, an EMPLOYEE is not entitled to vacation leave. During the probationary period following an original appointment, an EMPLOYEE is not entitled to vacation leave. Upon successful completion of the probationary period, an EMPLOYEE is entitled to vacation leave accrued from the start of probationary employment.

Employees on probation may utilize accrued sick leave at the discretion of the supervisor.

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 A reflects a two percent (2%) cost of living adjustment (COLA) over 2011 wages.
- 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 and the Building Maintenance Workers in the Administrative Services Department.

- 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. A valid store receipt must be submitted for reimbursement of up to \$250 annually for City-approved work pants and shirts.
- 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 once every year for the purchase of work boots for the cost of the boots or \$100, whichever is less.
- 21.6 Employees who opt out of contract uniform service and are eligible for a uniform allowance under Section 21.2 and a boot allowance under Section 21.5 may combine the allowances to be reimbursed up to \$350 annually for any combination of City-approved work pants, work shirts and work boots.

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, 2012 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 retroactively from January 1, 2012 through the effective date specified in Section 27.1 of this ARTICLE.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 1 day of January, 2012.

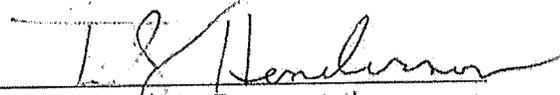
FOR THE CITY OF RAMSEY,
MINNESOTA:

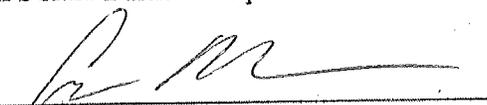
FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL NO. 5, LOCAL NO.
2454, AFL-CIO:

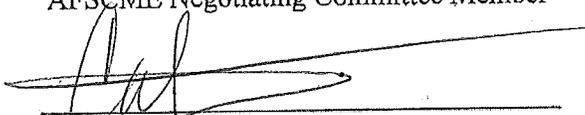


Mayor:


Attest: City Administrator



AFSCME Business Representative:


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 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 of three percent.

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

Annual Salaries By 4% Step Plan + 2.0% COLA Effective 01-01-2012

Position - AFSCME	Step 1 80%		Step 2 84%		Step 3 88%		Step 4 92%		Step 5 96%		Step 6 100%	
	Annually	Monthly	Annually	Monthly								
Engineering Technician IV	54,578	4,548.14	55,631	4,635.88	60,034	5,002.81	62,753	5,229.43	65,495	5,457.93	68,222	5,685.18
Heavy Equipment Operator	46,430	3,869.20	47,333	3,944.41	51,075	4,256.24	53,395	4,449.58	55,718	4,643.19	58,039	4,836.62
Crime Prevention Specialist	45,802	3,816.81	46,691	3,890.94	50,384	4,198.71	52,672	4,389.34	54,962	4,580.15	57,252	4,770.97
Auto Mechanic	43,254	3,604.54	44,097	3,674.78	47,581	3,965.05	49,747	4,145.59	51,905	4,325.41	54,071	4,505.94
Engineering Technician II	42,574	3,547.81	43,399	3,616.62	46,829	3,902.39	48,959	4,079.95	51,088	4,257.32	53,216	4,434.70
Permit Technician	40,532	3,377.65	41,396	3,449.70	44,585	3,715.45	46,612	3,884.35	48,639	4,053.25	50,666	4,222.15
Parks PW Maint Worker	39,424	3,285.31	40,324	3,359.41	43,366	3,613.82	45,339	3,778.21	47,309	3,942.43	49,281	4,106.73
Streets PW Maint Worker	39,424	3,285.31	40,324	3,359.41	43,366	3,613.82	45,339	3,778.21	47,309	3,942.43	49,281	4,106.73
Utility PW Maint Worker	39,424	3,285.31	40,324	3,359.41	43,366	3,613.82	45,339	3,778.21	47,309	3,942.43	49,281	4,106.73
Accounting Clerk	37,979	3,164.92	38,875	3,239.11	41,781	3,481.71	43,676	3,639.70	45,576	3,797.96	47,474	3,956.13
Secretary	37,256	3,104.69	38,119	3,259.88	40,982	3,415.16	42,844	3,570.36	44,708	3,725.64	46,570	3,880.84
Sec/Rec/Office Support	36,537	3,044.72	37,401	3,118.91	40,188	3,348.97	42,020	3,501.64	43,841	3,653.41	45,671	3,805.90
Police Technician	36,537	3,044.72	37,401	3,118.91	40,188	3,348.97	42,020	3,501.64	43,841	3,653.41	45,671	3,805.90
Secretary/Receptionist	36,537	3,044.72	37,401	3,118.91	40,188	3,348.97	42,020	3,501.64	43,841	3,653.41	45,671	3,805.90
Community Service Officer	35,467	2,955.62	36,321	3,029.81	39,016	3,251.31	40,789	3,399.11	42,568	3,547.36	44,343	3,695.25
Building Maintenance	33,259	2,771.57	34,920	2,910.00	36,580	3,048.33	38,249	3,187.38	39,911	3,325.89	41,571	3,464.22

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APPENDIX B - ANNIVERSARY DATES FOR REGULAR EMPLOYEES

Name of Employee	Title	Current Position Anniversary Date	Original Anniversary Date
Linda Aaseby	Police Technician	March 25, 1988	March 25, 1988
Larry Anderson	Building Maintenance Worker	April 16, 2001	April 16, 2001
Terry Byron, Jr.	Public Works Maint. Worker	April 28, 2005	April 28, 2005
Kristin Comacho	Police Technician	February 14, 2007	February 14, 2007
Jerome Dube	Public Works Maint. Worker	January 12, 2005	October 2, 2000
Jeff Erickson	Public Works Maint. Worker	February 28, 2007	February 28, 2007
Lee Hollum	Public Works Maint. Worker	November 16, 1998	November 16, 1998
Lana Howell	Secretary	October 2, 2000	October 2, 2000
Chandra Kreyer	Crime Prevention Specialist	May 19, 2000	May 19, 2000
Greg Lind	Public Works Maint. Worker	January 25, 2006	August 31, 1999
Jackie Lipski	Accounting Clerk	August 30, 2004	August 30, 2004
Lonny Lofgren	Public Works Maint. Worker	November 10, 1999	November 10, 1999
Aaron Madsen	Engineering Technician II	May 10, 2004	November 12, 2002
Nick Maras	Public Works Mechanic	December 29, 2004	December 29, 2004
Michael McDowall	Engineering Technician IV	May 13, 2002	May 13, 2002
Don Meyenburg	Building Maintenance Worker	August 28, 2006	August 28, 2006
Stacy Mickelson	Police Technician	October 24, 2007	October 24, 2007
Pam Miller	Receptionist/Secretary	May 25, 1999	May 25, 1999
Todd Nelson	Public Works Maint. Worker	February 9, 2005	February 9, 2005
Mike Nielsen	Public Works Maint. Worker	April 24, 2006	April 24, 2006
Catherine Okerstrom	Permit Technician	November 19, 2003	November 19, 2003
Carey Schiferli	Community Service Officer	February 26, 2001	February 26, 2001
Kathy Schmitz	Receptionist/Office Support	February 1, 1988	February 1, 1988
JoAnn Shaw	Secretary	October 15, 1996	October 15, 1996
Michael Stenquist	Heavy Equipment Operator	January 15, 1977	January 15, 1977
Greg Talbot	Public Works Maint. Worker	January 18, 1988	January 18, 1988
Mary Jo Warner	Secretary	August 6, 2001	August 6, 2001

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 December 31. Contributions will be made to deferred compensation plans via payroll deduction in January of the following year and will not be taxable.

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 AFSCME**

M.O.U. TO ARTICLE 27 INSURANCE

Effective January 1, 2012, the City of Ramsey will join Blue Cross and Blue Shield of Minnesota. The EMPLOYER will make the following contributions toward the following group plans. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

	Monthly Accord Premium	City Cont. to Prem. (Accord & Aware) Per Month	Employee Cost for Premium per Month	City Cont. to VEBA	Total City Contribution
Family					
100% \$30.00 co-pay	\$2,057.00	\$831.56	\$1,225.44	NA	\$831.56
\$1500/\$3000 Ded. Plan w/VEBA	\$1,745.00	\$1,048.00	\$697.00	\$192.00	\$1,240.00
\$2500/\$5000 Ded. Plan w/VEBA	\$1,608.00	\$1,048.00	\$560.00	\$192.00	\$1,240.00
\$4000/\$8000 Ded. Plan w/VEBA	\$1,418.00	\$1,048.00	\$370.00	\$192.00	\$1,240.00
Employee Only					
100% \$30.00 co-pay	\$791.00	\$517.14	\$273.86	NA	\$517.14
\$1500/\$3000 Ded. Plan w/VEBA	\$671.00	\$570.00	\$101.00	\$130.00	\$700.00
\$2500/\$5000 Ded. Plan w/VEBA	\$618.50	\$570.00	\$48.50	\$130.00	\$700.00
\$4000/8000 Ded. Plan w/VEBA	\$545.00	\$545.00	\$0.00	\$155.00	\$700.00
Employee Plus Spouse					
100% \$30.00 co-pay	\$1,661.00	\$831.56	\$829.44	NA	\$831.56
\$1500/\$3000 Ded. Plan w/VEBA	\$1,409.50	\$815.00	\$594.50	\$160.00	\$975.00
\$2500/\$5000 Ded. Plan w/VEBA	\$1,298.50	\$815.00	\$483.50	\$160.00	\$975.00
\$4000/\$8000 Ded. Plan w/VEBA	\$1,145.00	\$815.00	\$330.00	\$160.00	\$975.00
Employee Plus Child(ren)					
100% \$30.00 co-pay	\$1,582.00	\$831.56	\$750.44	NA	\$831.56
\$1500/\$3000 Ded. Plan w/VEBA	\$1,342.00	\$890.00	\$452.00	\$160.00	\$1,050.00
\$2500/\$5000 Ded. Plan w/VEBA	\$1,236.50	\$890.00	\$346.50	\$160.00	\$1,050.00
\$4000/\$8000 Ded. Plan w/VEBA	\$1,090.50	\$890.00	\$200.50	\$160.00	\$1,050.00

*The premiums listed above reflect the Accord Network. The City contributions are the same for both networks; therefore, employees electing the Aware Network (more expensive) will pay the difference (or buy-up) to the Aware Network.

**The City's 2012 VEBA contribution includes the \$4.30 monthly claims fee.

FOR THE CITY OF RAMSEY:

BY: [Signature]
Mayor

1-10-12
Date

ATTEST: [Signature]
City Administrator

1/10/12
Date

FOR AFSCME

BY: [Signature]
Negotiating Team Member

1-4-12
Date

BY: [Signature]
Negotiating Team Member

1-4-2012
Date

BY: [Signature]
Negotiating Team Member

1-4-12
Date

BY: Tim M. Henderson
Business Agent

1-4-12
Date