AGREEMENT

between

RAMSEY COUNTY

and

COUNCIL 5 OF THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

ARTICLE 1 PREAMBLE

1.1 This agreement entered into by Ramsey County, hereinafter referred to as the Employer, and Council #5, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

#8 (County Atty)

LOCAL #8 - COUNTY ATTORNEYS
Index – 2015-2016-2017 Contract

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ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative for the bargaining unit defined as follows:

All Assistant County Attorneys who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

2.2 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

ARTICLE 3 UNION SECURITY

3.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the representative by the first of the succeeding month, after such deductions are made.

3.2 Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union. Upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. This provision shall remain operative only so long as specifically provided by Minnesota law, and is otherwise legal.

3.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

3.4 The Employer shall furnish the Union each month a list of new employees hired in positions in the bargaining unit.

3.5 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Political Action Committee if such contribution is determined to be legal by the Ramsey County Attorney.

ARTICLE 4 NO STRIKE - NO LOCKOUT

4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this Article, the County will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to their full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.

4.2 No lockout shall be instituted by the Employer and/or its appointing authorities during the term of this contract.

ARTICLE 5 EMPLOYER AUTHORITY

5.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct all the affairs of the department, including, but not limited to, directing the working force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the Employer in emergencies. Such authority shall be subject to the Canons of Ethics and Disciplinary Rules governing the practice of law.

ARTICLE 6 PART-TIME EMPLOYEES

6.1 Part-time employees with provisional, probationary or permanent status shall be eligible to earn all employee benefits on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each pay period worked and are assigned a regular work schedule, as opposed to being subject to call or to work when available. Part-time employees shall be eligible for the County pro rata Insurance program if such employees work not less than forty (40) hours per pay period. Employees whose average paid hours are at least fifty percent (50%) but less than eighty percent (80%) of full time shall receive two-thirds (2/3) of the County contribution towards insurance benefits. Employees who are regularly scheduled to work between sixty-four (64) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees.

6.2 Part-time employees shall be paid an hourly rate computed by dividing the full-time annual rate for which they would be eligible by 2,080 hours.

#8 (County Atty)

ARTICLE 7 HOLIDAYS

7.1 Employees for whom a legal holiday is a scheduled day of work shall be paid at their regular rate of pay for work performed on the legal holiday and be granted an alternative day off. Provisional, probationary and permanent employees are eligible for holidays as described in this Article, except as described in Article 7.2, with respect to provisional employees. Employees who are required to work at least five (5) hours of an eight (8) hour shift on Christmas Day, December 25, or New Year's Day, January 1, shall be credited with sixteen (16) additional hours which shall be compensated by pay or compensatory time-off at the discretion of the department head. No other overtime or differential pay shall be earned when this provision is in effect. Holidays are defined as:

New Year's Day	January 1st
Martin Luther King's Birthday	The third Monday in January
Presidents' Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4th
Labor Day	The first Monday in September
Veterans' Day	November 11th
Thanksgiving Day	The fourth Thursday in November
Thanksgiving Friday	The Friday after Thanksgiving
Christmas Day	December 25th
Floating Holidays	Two days each year

Employees shall be eligible for holiday pay provided they are on paid status on the day before and the day after the holiday.

7.2 When New Year's Day, Independence Day, Christmas Day or Veterans' Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Christmas Day or Veterans' Day falls on Saturday, the preceding day shall be a holiday. Every employee with probationary or permanent status shall be eligible for "floating holidays" on the following basis:

1) Employees shall be entitled to up to sixteen (16) hours per year.
2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status.
3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (same dates as used for vacation max). Maximum accrual will remain at 16 hours.
4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accruals for Locals that currently receive 16 hours of floating holiday would be .61536 per pay period.
5) Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.

ARTICLE 7 HOLIDAYS (Continued)

6) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.

7) No loss in accrual for full-time employees for up to 40 hours per pay period for no more than 2 consecutive pay periods for unpaid union leave.

7.3 On those occasions when holidays fall during the workweek Monday through Friday, employees working the four (4) day week, ten (10) hour day schedule will for that week, work an eight (8) hour per day schedule and receive the holiday as scheduled for that week in the same manner as employees working the regular schedule of hours and days per week, unless otherwise provided by department work schedules.

ARTICLE 8 SICK LEAVE

8.1 Each full-time provisional, probationary and permanent employee shall earn sick leave at the rate of 4.6154 hours for each pay period. Sick leave accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods.

8.2 Permanent employees may accumulate the unused portion of sick leave without any maximum restrictions.

8.3 Sick leave may be authorized for the following reasons with the limitations as specified:

(1) For illness or injury, dental or medical treatment for the employee or their minor child. "Child" is as defined in Minnesota Statutes 181.9413. [As of 1/1/2000, an individual under age 18 or an individual under age 20 who is still attending secondary school.] Sick leave usage by the employee shall be subject to approval and verification by the department head or the Human Resources Department, either of whom may require the employee to furnish a report, (a) for an absence of forty (40) hours or more or (b) for three (3) absences of not less than eight (8) hours each in a three (3) month period, from a recognized medical authority attesting to the necessity of the leave, ability to return to duty or other information deemed necessary.

(2) Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness or serious injury of the employee's spouse, children, employee's parents, or a person regularly residing in the employee's immediate household to attend to the needs of the ill or injured person.

(3) Sick leave not to exceed forty (40) hours may be utilized by employees for the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. The leave must be consecutive and taken within six (6) months of the birth or adoption.

(4) Pregnant employees of Ramsey County shall be eligible for the use of paid and unpaid sick leave in the same manner as any other disabled or ill Ramsey County employee. Such sick leave eligibility shall begin upon certification by the employee's attending physician that due to pregnancy, the employee is disabled in terms of her ability to perform the duties of her position. Such employee shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or injured County employee during the remaining period of pregnancy and until such time as the employee is certified able to return to work by her attending physician.

(5) In the event a pregnant employee elects to resign her employment because of pregnancy, such employee will be paid for accumulated sick leave up to but not exceeding one hundred-twenty (120) hours.

ARTICLE 8 SICK LEAVE (Continued)

(6) Sick leave not to exceed forty (40) hours may be utilized upon the occasion of death in the employee's immediate family. Immediate family for the purpose of this section shall be defined as the employee's spouse, children, parents, siblings, grandchildren, grandparents, or a person regularly residing in the employee's immediate household, and shall include parents and siblings of persons regularly residing in the employee's immediate household. This definition does not include aunts and uncles not regularly residing in the household.

(7) Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1 to March 30; April 1 to June 30; July 1 to September 30; and October 1 to December 31.

Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee, on a prorated basis, based on hours worked for the three (3) month period. The three (3) month periods shall be the same as identified in the preceding paragraph.

8.4 To be eligible for sick leave payment the employee will notify the Employer or designee as soon as possible.

8.5 An employee unable to work because of illness or accident whose paid sick leave is exhausted, shall be granted a leave of absence for a period not to exceed two (2) years. Employees will return at the same seniority in the salary schedule, will retain promotion rights and will earn vacation schedule seniority for leave under this paragraph. When there are fewer than three (3) months between periods of leave of absence under this section for the same illness or accident, the periods of absence will be added together to determine the length of leave that may not exceed two (2) years, except that this restriction will be reduced from three (3) months to thirty (30) calendar days for employees receiving workers' compensation. Existence and extent of illness or disability must be verified by a written statement from an appropriate authority when requested by the department head, department head's designee or the Human Resources Department.

8.6 An employee who is granted a leave of absence without pay for illness or disability shall be accorded an unqualified right to be reinstated to;

(1) their former position in their department if the absence is for sixty (60) calendar days or less, or

(2) a position in their department in the classification held at the time the leave started, if the absence is longer than sixty (60) calendar days, except in either case when all positions in such class have been abolished.

8.7 If all positions in the classification in the department have been filled, in order to accommodate a person who returns to work after illness, the employee with least amount of seniority in the

department in the classification shall vacate their position subject to any eligibility for transfer or reduction that they may have acquired under this Agreement.

8.8 Employees on sick leave with or without pay may not engage in other employment without the written approval of the Employer.

8.9 An employee must present a statement from his/her physician attesting to their fitness to return to work at the request of the Employer.

8.10 Should illness occur while an employee is on vacation the period of illness may be charged to sick leave and the charge to vacation reduced accordingly. An employee requesting such a change may be required to submit a written statement from a physician attesting to the illness and the period of disability.

8.11 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties shall, upon approval by Human Resources, be granted sick leave for each work day up to a maximum of one hundred and thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave they have accumulated. This additional sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and eighty percent (80%) of the employees' normal daily wage.

If their recovery is not complete by the end of the period described in paragraph (1) of Article 8.11, employees shall use their own accumulated sick leave to make up the difference between any Workers' Compensation payment made and eighty percent (80%) of the employee's normal daily wage

In the event an employee absence due to a work related injury does not qualify for Workers' Compensation solely because of a statutory waiting period, each day of said absence shall be considered as "a day for which Workers' Compensation benefits are paid" under the provisions of this section.

In no event shall this section be construed or operate to permit an employee to receive a combined wage and Workers' Compensation payment exceeding 80% of the employee's normal daily wage.

Any such employee unable to resume the duties of his or her position within or at the end of the recovery period, and on the exhaustion of accumulated normal sick leave, shall be eligible for the sick leave without pay provisions of this contract.

ARTICLE 9 VACATION

9.1 Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater departmental seniority shall be given their choice of vacation period. Choice shall be by unit. Seniority shall prevail prior to May 1st of each year for the following six (6) months and prior to November 1st for the following six (6) months. All requests must be submitted by April 1 for vacations effective May 1 and October 1 for vacations effective November 1.

9.2 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation used shall be reduced one (1) work day.

9.3 Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking their vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation.

9.4 Employees with an accumulation of sick leave credits in excess of one hundred eighty (180) days (1,440 hours), may convert excess days to vacation at the rate of two (2) days' sick leave to one (1) day vacation, but not to exceed five (5) days in any calendar year.

9.5 Each full-time provisional, probationary or permanent employee shall be granted vacation with pay for each full month of actual service rendered on the following basis. Vacation accrual will be based on actual hours on paid status in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per pay period for no more than two (2) consecutive pay periods:

Number of years of Employment	Accrual in hrs. per pay period	Yearly Accrual in hours	Maximum Accrual
Less than 4 years	4.6154	120	240
At least 4 years, but less than 15 years	6.1538	160	320
At least 15 years, but less than 23 years	6.4615	168	336
23 years or more	7.6923	200	400

9.6 Vacation may be accumulated to a maximum of twice the annual vacation earning rate of the employee.

9.7 Any vacation in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year

9.8 Vacation may be used in units of one quarter (1/4) hour.

9.9 Adjustments to Initial Vacation Accrual – Credit for Previous Service

The Employer may, at its discretion, make adjustments to initial vacation accrual for new hires in accordance with County policy.

ARTICLE 10 SEPARATION PAY

10.1 Upon separation from the service by resignation, layoff, expiration of a leave of absence or death, a permanent employee, their designated beneficiary, or their estate shall be paid severance pay according to Article 10.8 below, provided:

10.2 That at the time of separation, the employee has at least one hundred (100) hours of accumulated sick leave to their credit.

10.3 That at the time of separation from the County service, the employee must have been employed by the County in the classified service for at least five (5) years prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, layoff, or whose position has been abolished, or who was required to retire from the service under the provisions of the Compulsory Retirement Law, Laws of Minnesota 1981, Chapter 68, Section 38.

10.4 An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for severance pay.

10.5 That no classified permanent employee who is on a leave of absence to accept a position in the exempt service of the County shall be eligible for severance pay until their employment is finally terminated.

10.6 That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.

10.7 That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.

10.8 Employees meeting the requirements of this Article will be paid severance pay based on one-half (1/2) of their accumulated sick leave hours at the time of separation according to the following schedule:

	Maximum
Employees with at least 100 hours sick leave and less than 480 hours -	$ 5,000
Employees with at least 480 hours sick leave and less than 850 hours -	$ 10,000
Employees with at least 850 hours sick leave and less than 1,000 hours -	$ 11,000
Employees with at least 1,000 hours sick leave and less than 1,150 hours -	$ 12,000
Employees with at least 1,150 hours sick leave and less than 1,300 hours -	$ 13,000
Employees with at least 1,300 hours sick leave and less than 1,450 hours -	$ 14,000
Employees with at least 1,450 hours sick leave and less than 1,600 hours -	$ 15,000
Employees with at least 1,600 hours sick leave and less than 1,750 hours -	$16,000

ARTICLE 10 SEPARATION PAY (Continued)

Employees with at least 1,750 hours sick leave and less than 1,900 hours - $17,000

Employees with at least 1,900 hours sick leave and less than 2,150 hours - $18,000

Employees with 2,150 hours or more - $19,000

10.9 Ramsey County will establish and administer a Post Termination Health Care Savings Plan (HCSP) for the bargaining unit. During the term of this agreement, bargaining unit members will contribute one hundred percent (100%) of any severance payment received under the terms of this Article to the HCSP. This HCSP will be effective upon ratification of this agreement by the bargaining unit and approval of the agreement by the Ramsey County Board of Commissioners.

10.10 Severance payment may be deferred to January of the next calendar year if requested in writing by the employee.

#8 (County Atty)

ARTICLE 11 LEAVES OF ABSENCE

11.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after thirty (30) days' service with the Employer.

11.2 Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Employer or designee. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by the Employer or designee, and it shall be in writing.

11.3 A request for a leave shall be answered within ten (10) work days.

11.4 In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position in their department if the leave is for sixty (60) days or less and to their classification in their department if the leave is in excess of sixty (60) days.

11.5 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the Employer except those paid for duty on the employee's normal day off and those paid for meals and mileage. Any hours not on jury duty shall be worked.

11.6 Personal Leave. Leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed not to exceed a total leave of twelve (12) months.

11.7 Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union, be granted a leave of absence without pay.

11.8 Maternity. Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.

11.9 Either parent adopting a child or the spouse of the woman having a child shall be granted a personal leave, not to exceed six (6) months, at the request of the employee. Employees under this provision shall not be eligible for paid sick leave during the period of leave.

11.10 Educational leaves of absence may be granted for a maximum of two (2) years.

11.11 Neither benefits nor salary increases shall be earned by employees while on a leave of absence without pay. Employees returning to work after leave without pay will be paid at the same salary step held at the time the leave began.

11.12 Employees meeting the eligibility requirements of the Family & Medical Leave Act (FMLA) may take up to twelve (12) weeks of leave within any twelve (12) month period, for the following reasons, as provided in the FMLA:

ARTICLE 11 LEAVES OF ABSENCE

1. Birth or adoption of the employee's child.
2. To care for the employee's spouse, child or parent who has a serious medical condition.
3. A serious medical condition rendering the employee unable to perform their job.

The twelve weeks may be taken on an intermittent or reduced basis with appropriate medical evidence. If the reason for the intermittent or reduced work basis is the birth or adoption of a child, the approval of the employee's department is also required.

This leave shall be unpaid except as provided for, and under the limitations described in Article 8 (Sick Leave), or Article 9 (Vacation) of this agreement.

"Child" under this section shall be defined as "son or daughter" as defined in the Family & Medical Leave Act. This definition is: a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self care because of a mental or physical disability.

11.13 Up to twelve (12) weeks of unpaid leave shall be granted to an employee to care for a person regularly residing in the employee's immediate household, who is not the employee's spouse, child or parent, and who has a serious medical condition. This leave will be administered as if it were leave allowed under the Family & Medical Leave Act (FMLA), except when doing so would result in a violation of the Family & Medical Leave Act. FMLA time taken under Article 11.12 will count against time allowed under Article 11.13.

ARTICLE 12 WAGES

12.1 Wage Schedules - 2015, 2016, 2017. Employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A. The attached wage schedules shall be considered part of this Agreement. When any classification not listed on the wage schedule is established which involves functions substantially similar in their nature, character and scope to those performed in whole or in part by an existing classification which is a part of the bargaining unit as defined in Article 2.1 of this Agreement, the Employer shall designate the rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure. The general salary increase will be 2% effective the first full pay period following 1/1/15, 2.5% effective the first full pay period following 1/1/16, and 2.6% effective the first full pay period following 1/1/17.

12.2 The Employer will provide a matching contribution to deferred compensation of $30.00 per month per contributing employee. This contribution will increase to $35.00 per month per contributing employee effective the first full pay period after January 1, 2017. Employer matching contributions will be pro-rated for part-time employees.

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

12.4 Professional License Fees and Administrative Allowance - The County will pay the actual annual cost of the Minnesota Attorney License on behalf of each attorney in the bargaining unit. The County will pay an administrative allowance annually to each attorney in the bargaining unit. This amount will be prorated during an Attorney's first calendar year of employment.
Effective the first full pay period following 1/1/16, the administrative allowance will be increased from nine hundred sixty-five dollars ($965) to nine hundred seventy-five dollars ($975).
Part-time employees will have their administrative allowance pro-rated based on their reduced work schedule as measured by the administrative allowance for full-time employees.

12.5 Continuing Legal Education (CLE) - Effective January 1, 2006, each Assistant County Attorney shall receive a CLE allowance, to be paid by the County directly to the vendor or on a reimbursement basis, of four hundred dollars ($400) per year, with a carry-over of unused amounts up to three years, and with a maximum accrual of one thousand two hundred dollars ($1,200) over the three years of the agreement. Any amount not used by the end of the third year will be forfeited by the attorney. However, if amounts remain unspent in the individual attorney's accounts at the end of the third year, one hundred percent (100%) of that unspent amount will be placed in the jointly administered CLE fund and may be utilized throughout the term of the next agreement.

Effective January 1, 2005, a sum of thirteen thousand dollars ($13,000) will be allocated and spent solely for educational purposes for Assistant County Attorneys in the bargaining unit. The fund shall be administered by a representative of the County Attorney and a representative of the

Assistant County Attorneys, who shall make a recommendation to the County Attorney. The County Attorney will have the final decision as to how the funds are spent, consistent with this agreement.

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

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

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

"Frequent" Drivers - Employees designated by management as "frequent" drivers (those required to perform hearing, preparatory or investigatory functions outside of the Ramsey County Attorney's Offices, Law Enforcement Center, Juvenile & Family Justice Center (JFJC), County Court House or outside of other locations within the downtown St. Paul area, at least 10 days per month) will receive the following reimbursement:

Work-Site Parking - Employees will either be provided with free parking by the employer or be reimbursed up to $80 per month in 2005 and $95 per month in 2013 for the actual cost of parking at their regular work site if they provide a receipt or other appropriate documentation designated by the employer.

Other Parking - All necessary out-of-pocket parking expenses incurred while conducting County business away from the regular worksite will be reimbursed in full with a receipt or other appropriate documentation up to a maximum of $75 per month beginning 1/1/2000. For employees placed by management on special assignment away from the worksite, actual parking expenses will be reimbursed without a monthly limit. Parking while conducting County business at the JFJC will be reimbursed subject to the "other parking" reimbursement limit. However, use of automobile to go to the JFJC will not qualify for "worksite" parking and will not count toward the ten days required to meet the "frequent" driver definition.

"Infrequent" Drivers - Employees designated by management as "infrequent" drivers (those required to perform hearing, preparatory or investigatory functions outside of the Ramsey County Attorney's Offices, Law Enforcement Center, JFJC, County Court House or outside other locations within the downtown St. Paul area fewer than 10 days per month) will receive the following reimbursement:

Work Site Parking - Employees will be reimbursed all necessary daily parking expenses (documented by a receipt or other appropriate documentation) incurred at their regular work site when having their car available for County business. Reimbursement for work site parking shall

not exceed $70 per month in 2003, $75 per month in 2004, and $80 per month in 2005.

Other Parking - All necessary out-of-pocket parking expenses incurred while conducting County business away from the regular work site will be reimbursed in full with a receipt or other appropriate documentation up to a maximum of $75 per month beginning 1/1/2000. For employees placed by management on special assignment away from the worksite, actual parking expenses will be reimbursed without a monthly limit. Parking while conducting County business at the JFJC will be reimbursed subject to the "other parking" reimbursement limit. However, use of automobile to go to the JFJC will not qualify for "worksite" parking and will not count toward the ten days required to meet the "frequent" driver definition.

ARTICLE 13 EMPLOYEE FILE

13.1 Any subject matter placed in the employee's personnel file shall be served upon the employee in writing. Such matters that could be detrimental to the employee shall be a proper subject for the grievance procedure. All materials in the employee's file shall be available for the employee's inspection.

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 Definition of Grievance - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. An employee has the right to proceed under non-union remedies in the County Personnel Law and Rules and may have Union representation. An employee may not employ both the grievance procedures under this Article and non-union remedies for the same grievance.

14.2 Organization Representatives - The County will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article.

14.3 Processing of Grievance - It is recognized and accepted by the Union and the County 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's representative shall be allowed a reasonable amount of time without loss in pay, if an employee, when a grievance is investigated and presented to the County during normal working hours provided the employee and the employee representative have notified the designated supervisor.

14.4 Grievance Procedure - Grievances as herein defined, shall be processed in the following manner:

Step 1. Informal - An employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall, with or without the union representative, within ten (10) days after the first knowledge of the event giving rise to the grievance, present such grievance to his/her supervisor who is designated for this purpose by the County Attorney. The supervisor shall give his/her oral or written answer within five (5) days after such presentation.

Step 2. Formal - If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the department head or designee within ten (10) working days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union representative. The written grievance 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 relief requested. The department head or designee shall discuss the grievance within ten (10) days with the employee and the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the County Attorney or designee and the Union. If no settlement is reached, the County Attorney or designee shall give written answer to the Union within ten (10) days following their meeting.

Step 3. Appeal - If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing as specified in Step 2 to the Director of Human Resources or designee within ten (10) days after the County Attorney or designee's answer in Step 2. A meeting between the Director of Human Resources or designee, the County Attorney or designee, the Employee, and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Director of Human Resources or designee and the Union. If no settlement is reached, the Director of Human Resources or designee shall give the Employer's written answer to the Union within ten (10) days following the meeting.

Step 4. Arbitration - If the grievance is not settled in accordance with the foregoing procedure, either party may refer the grievance to arbitration within ten (10) days after the Union's receipt of the Employer's written answer in Step 3, as provided in Minnesota Statutes, Section 179.70. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

(a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the County and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.

(b) The arbitrator's decision shall be submitted in writing within thirty (30) days following 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 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 County 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.

14.5 Waiver - 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 or any agreed to extension, the grievance should be considered settled on the basis of the Union's requested relief. The time limit in each step may be extended by mutual written

agreement of the County and the employee Union in each step. The term "days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays.

14.6 Grievance Representative - Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.

14.7 Records - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

14.8 Discipline in the form of a written reprimand, withholding of salary increase, suspension or discharge shall be in writing. An employee receiving such discipline may submit the disciplinary action to the grievance procedure beginning at Step 2, or appeal the disciplinary action through the non-bargaining grievance procedures provided under the Ramsey County Personnel Act and Human Resources Rules. An employee may not use more than one of these procedures in appealing a disciplinary action.

14.9 Discharge. The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during that period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory suspension, the requirement to be in pay status shall not apply.

ARTICLE 15 CLASSIFICATION SENIORITY

15.1 Seniority means an employee's length of continuous service by classification and from their date of hire.

15.2 Classification Seniority. Classification seniority is defined as the length of continuous service in a specific job classification within the bargaining unit.

When an employee exercises bumping rights under Article 16, classification seniority in the class to which the employee has bumped shall include seniority in all related or higher bargaining unit classes in which the employee has served.

15.3 In the event there is a tie in classification seniority it shall be broken in the following manner:

(1) Continuous time within the bargaining unit.

(2) Continuous time within the County.

(3) Position on certification list.

15.4 On March 1 the Employer shall establish departmental and bargaining unit seniority lists showing the continuous service of each employee by classification. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced. A copy of the seniority lists shall be furnished to the Union when it is posted.

15.5 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

15.6 An employee promoted to a new or higher classification shall have the option of returning to their former classification if such employee fails probation whether the promotion was within the bargaining unit or to another position of employment provided by the Employer. In addition, during the probationary period an employee may return to their former classification upon request with the approval of the departments affected.

15.7 Any person employed as an attorney in the classified service in the County Attorney's Office who accepts a promotion to an unclassified position in the County Attorney's Office shall, during the time he or she is in the unclassified service, accumulate seniority within the bargaining unit on the basis of one (1) month for each full two (2) months of service in the unclassified service. Any such employee hired in the classified service after January 1, 1986, shall accumulate bargaining unit seniority under the provisions of this Article only after they have accumulated two (2) years continuous service as an Assistant County Attorney within the bargaining unit. Employees who have not accumulated two (2) years seniority shall be subject to the provisions of Article 16.5 of this Agreement on promotion.

15.8 All positions added to the bargaining unit shall be credited for all previous time worked in a bargaining unit class and one-half (1/2) time for all other service as an Attorney in the Ramsey County Attorney's Office.

ARTICLE 16 LAYOFF

16.1 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority within the bargaining unit.

16.2 Any temporary or intermittent Assistant County Attorneys, or Special Assistant Attorneys, shall be separated before permanent Assistant County Attorneys are laid off. Additional Legal Interns shall not be hired during the period of Assistant County attorney layoff.

16.3 No new employees shall be hired for two (2) years in the classification until all employees on layoff status desiring to return to work have been recalled.

16.4 Assistant County Attorneys shall be treated as one classification for the purpose of the application of this Article and Article 15.

16.5 Employees promoted outside the bargaining units shall maintain their seniority in the unit for six (6) months.

16.6 Employees no longer working for the County will remain eligible for reinstatement from layoff status for a minimum of two years from the date of their layoff. After this initial two-year period, eligibility for reinstatement from layoff shall be extended each year that the employee notifies Human Resources of their continuing interest in reinstatement up to a maximum of ten years. Such notification of continuing interest shall be in writing to the Director of Human Resources and shall be made within 60 days following the anniversary date of the employee's layoff and include a current address and phone number of the employee on layoff. If no notice is received the employee's name will be removed from the recall list and the employee will no longer be eligible for reinstatement. After ten years the laid-off employee's eligibility for reinstatement shall expire.

It is the responsibility of the employee on lay-off to keep a current address and phone number on file in Human Resources any time such contact information changes. Inability to contact the employee caused by the employee's failure to update their address or phone number will result in the employee losing their eligibility for reinstatement.

ARTICLE 17 INSURANCE

17.1 Employee Insurance – The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to provisional, probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

(1) Medical Insurance:

2015 – Employees shall continue to pay $55 for single coverage. For family coverage, the County shall pay 75% of the premium increase from 2014 to 2015 and the employee shall pay 25% of the increase.

2016 – Employees shall contribute $60 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2015 to 2016, 75% County/25% employee.

2017 – Employees shall contribute $60 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2016 to 2017, 75% County/25% employee.

Changes will be effective on January 1 of each year.

(2) Dental Insurance:

2015 – Employees shall continue to pay the same amount for single or family coverage as in 2014.

2016 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

2017 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

Changes will be effective January 1 of each year.

(3) Life Insurance:

The County will provide group life insurance equal to one times an employee's annual salary. (minimum $10,000, maximum $50,000). Optional life insurance will be employee paid.

(2) Long-Term Disability:

The County will provide a basic long-term disability benefit providing 40% income replacement. Employees may buy an additional 20% income replacement at their own expense for a total of 60%.

(3)Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers enrollment requirements.

The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care

Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

17.2 **Eligibility**

Retiree Insurance: Employees who retire from Ramsey County under provisions of the Public Employment Retirement Act may participate at their option under the health and welfare insurance plans for retired Ramsey County employees. There is no County contribution to dental insurance premiums. County contribution for medical insurance is as follows:

Employees hired before July 1, 1992 – Employees hired before July 1, 1992 must have 10 years (20,800 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums. If an employee retires under PERA disability retirement, the employee must have 5 years (10,400 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums.

Employees hired on or after July 1, 1992 – Employees hired on or after July 1, 1992 must have 20 years (41,600 hours) of County service to receive 50% of the County contribution to retiree medical insurance premiums. This amount will increase by 4% for each additional year (2,080 hours) of County service until there is a maximum of 90% of the County contribution after 30 years (62,400 hours).

Current insurance eligible employees hired between 7/1/92 and 12/31/05 – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, ***or*** opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who *did not* make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.** Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP.

The County will contribute five hundred twenty five dollars and twenty cents ($525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents ($530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents ($629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (634.40) per year. The County will

contribute seven hundred thirty three dollars and twenty cents ($733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents ($738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

Employees hired on or after 1/1/06 - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium.

All new employees hired on or after 1/1/06 will contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

The County will contribute five hundred twenty five dollars and twenty cents ($525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents ($530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents ($629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents ($733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents ($738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

County Contributions

Early Retiree Contributions: For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical

insurance premium as for active employees, subject to the years-of-service requirements listed above.

Regular Retiree Contributions: For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

2015 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than $45.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than $100.00 per month.

2016 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than $50.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than $110.00 per month.

2017 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than $55.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than $120.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective January 1 each year.

17.3 The County will make a payroll deduction for the premium for the voluntary Group Term Life Insurance Program offered through the Public Employees Retirement Association, for those employees who choose to participate.

17.4 County Board Resolution 9-1811. Ramsey County shall defend, save harmless and indemnify each of its officers and employees, whether elective or appointive, against a tort claim or demand, whether groundless or otherwise, arising out of each alleged act or omission occurring in the performance of duty, except malfeasance in office or willful or wanton neglect of duty.

17.5 Labor/Management Committee on Insurance: This Committee shall have fifteen (15) members as follows: Three members from AFSCME Council 5; one each from other Ramsey County employee unions (Teamsters Local 320, Operating Engineers Local 49, Operating Engineers Local 70, Law Enforcement Labor Services, and Technical Employees Association); six members from County administration; and one member selected from among non-represented County employees (employee selected shall be submitted to Council 5, which shall have a right of refusal).

Each bargaining unit may select one (1) alternate, who, together with the business agents, may attend meetings and participate in discussions, but will not participate in determining consensus,

unless designated by their union to replace an absent member. The County may also select up to six (6) alternates, who may attend meetings and participate in discussions, but will not participate in determining consensus, unless designated by the County to replace an absent member. Attendance at Committee meetings by Committee members and alternates will be without loss of pay.

The committee shall be advisory to the County Board on all insurance matters, and shall operate by consensus. All members of the Committee shall have access to all relevant statistics and information.

ARTICLE 18 NON-DISCRIMINATION

18.1 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of age, race, creed, sex, handicap, color, religious belief or political belief.

ARTICLE 19 PROMOTION PROCEDURE FOR COUNTY ATTORNEY 2, 3 AND 4

19.1 An attorney who becomes eligible for promotion to an Assistant County Attorney 2 shall submit the required promotion application to the County Attorney no sooner then ninety (90) days and no less than sixty (60) days prior to that attorney's promotional eligibility date as determined by the satisfactory completion of the years of experience for promotion.

The County Attorney shall either approve or disapprove the promotion application no later than the attorney's eligibility date.

If the application is approved, the attorney shall be promoted on the eligibility date. It is expected that in the normal course of events, most attorneys will progress from 1 to 2 within the three (3) years' experience time requirement. If the application is disapproved, the County Attorney shall state the reasons for the disapproval. The County Attorney's decision will be a final decision and will be grievable under Step 4 of the provisions of this Agreement.

An attorney who becomes eligible for promotion to an Assistant County Attorney 3 shall submit the required promotion application to the County Attorney no sooner than ninety (90) days and no less than sixty (60) days prior to that attorney's promotional eligibility date as determined by the satisfactory completion of the years of experience for promotion.

The County Attorney shall either approve or disapprove the promotion application no later than the attorney's eligibility date.

If the application is approved, the attorney shall be promoted on the eligibility date. If the application is disapproved, the County Attorney shall state the reasons for the disapproval as determined by the attached promotional criteria and establish a time, no shorter than six (6) months and no longer than twelve (12) months, for that attorney to correct the stated deficiencies.

Once the above time has expired, that attorney may again submit a promotion application to the County Attorney. The County Attorney, after receiving the application, shall determine whether the attorney has corrected the stated deficiencies. If the County Attorney determines that the attorney's performance now justifies a promotion, the promotion shall be effective on the date the attorney became re-eligible for promotion (e.g., the date set by the County Attorney for correcting the deficiencies.)

If the County Attorney believes that the attorney has not corrected the deficiencies, then the County Attorney shall state the reasons for that determination.

When an application is rejected for the second time by the County Attorney, a promotional review panel shall be convened. That panel shall consist of three members. One member shall be chosen by the County Attorney, one member chosen by the Assistant County Attorneys'

Bargaining Unit, and the third member shall be another Assistant County Attorney mutually chosen by the first two members. If the first two members of the review panel cannot agree on a third member, then each of the two members shall prepare a list of three Assistant County Attorneys. Each of the two panel members shall then select one attorney from the other's list. These two names shall then be placed in a hat by one of the panel members and the other panel member shall draw one name from the hat. The name selected shall be the third panel member.

This panel shall then review the County Attorney's determination that the promotional candidate is not acceptable for promotion. Additionally, the review panel shall schedule an interview with the promotional candidate's unit head to discuss the candidate's performance relative to the promotional criteria. The review panel can consider any relevant evidence that they believe will assist in their promotional determination. Following the panel's review of the candidate, the panel shall prepare a written advisory opinion either concurring or disagreeing with the County Attorney's decision. If a majority of the panel concurs with the County Attorney's decision, that decision shall be final. If a majority of the panel disagrees with the County Attorney's decision, the panel's written opinion shall state the reasons for the disagreement. In that event, the County Attorney shall review the panel's opinion and either promote or not promote the candidate with stated reasons. The County Attorney's decision will be a final decision and will be grievable under Step 4 of the provisions of this Agreement. At said hearing before any arbitrator, the employee may submit any evidence and call witnesses to show that he or she has met the promotional standards established by the County Attorney.

The candidate may again apply one (1) year after the County Attorney's decision. A re-application following a review panel procedure shall go to the County Attorney for determination, and if rejected, shall immediately go to the review panel. If the candidate is promoted following a review panel procedure, the effective date of the promotion shall be the date the application went to the County Attorney just prior to the review panel's determination.

19.2 Assistant County Attorney 3 - Promotional Criteria

Employees in this classification are the senior members or "partners" of the County Attorney's Office. They have developed professionally to the point of being capable of handling the most important and complex assignments in the office. In order to be promoted to this classification, an employee must satisfy all of the mandatory criteria listed under heading A and must not fail four or more of the criteria listed under heading B.

ARTICLE 19 PROMOTION PROCEDURE FOR COUNTY ATTORNEY 2, 3 AND 4 (Continued)

A. Mandatory Criteria

1. Five (5) years' experience as a practicing attorney including one (1) year of practice in the County Attorney's Office and must have arrived at the two and one-half (2-1/2) year step (06) of the County Attorney 2 level. Employees covered by the annual salary schedule must have arrived at the three (3) year step. (However, if an individual has five (5) years' experience as a practicing attorney and one (1) year in the County Attorney's Office but has not reached the two and one-half (2-1/2) year step (06) [three (3) year step for those on the annual salary schedule] of the County Attorney 2 level, the individual may apply to the County Attorney for promotion to the County Attorney 3 level. In this situation, the County Attorney has sole discretion to determine if this individual should be promoted and the County Attorney's decision is not appealable under the provisions of this Agreement. An application under this provision may be submitted only once during any six (6) month period.)
2. Capable of handling the most difficult legal problems confronted by the County Attorney's Office.
3. Performs work assignments:
   a. with substantial quality;
   b. in an adequate volume; and
   c. in a timely manner.
4. Possesses initiative - ability to work with a minimum of supervision.
5. Handles adequate share of overall office workload.

B. Additional Criteria

1. Accepts and follows direction.
2. Works effectively with others.
3. Courteous to public and clients.
4. Uses work time constructively for office-related purposes.
5. Capable of assuming supervisory responsibilities.
6. Willingness to handle special or extra assignments.
7. Willingness to handle any work assignment within the County Attorney's Office.
8. Demonstrates pride and interest in performing work assignments.
9. Gives advice and direction to other staff members.
10. Involved in professionally related outside activities (e.g., CLE teacher, bar association member and committees, citizen group speaker, special training).

19.3 Assistant County Attorney 4 assignment and compensation will occur, as follows:

Definition: Coordinates caseload and work functions within specific designated units in each Division of the County Attorney's Office (Criminal, Civil and Human Services) under the direction of the Division Head. Responsible for handling the most difficult and complex cases or projects within such organizational unit as well as providing knowledge, skill and expertise to other Assistant County Attorneys performing work within such organizational unit. Assist in training of all County Attorney staff and clients and providing information to the public in reference to the work functions within the purview of such organizational unit.

Assignment: Assignment to this position is within the sole discretion of the County Attorney and may be done at any time. Removal from this assignment is within the sole discretion of the County Attorney and may be done without cause at any time. It is expressly understood that reassignment of an Attorney from Attorney IV to Attorney 3 shall not be subject to any disciplinary or grievance procedures provided by this Agreement or County Rules and practices. Such assignment will not change the Attorney's progression through the Attorney 3 salary range.

Minimum Qualifications: Must be an Attorney 3.

Compensation: During the assignment, an Assistant County Attorney 3 so assigned will receive a pay differential of 5% of their Attorney 3 pay.

ARTICLE 20 GENERAL PROVISIONS

20.1 During the term of this Agreement, the Employer shall not contract out or subcontract any public work performed by employees covered by this Agreement which would result in a layoff.

20.2 Weather Days. Under extreme weather conditions, if the County Manager or designee closes a facility or department and employees are told by radio not to report for work, such days shall be with pay. These additional days with pay shall be granted to employees scheduled to work and those that would have normally reported for work. Payment for such days shall be limited to two (2) days per calendar year.

20.3 The Employer agrees to recognize a steward and an alternate as certified by the Union.

20.4 Flex-Time - Employees will be able to set their own hours, within the following limits:

1) Within each two week pay period, employee must either work or account for through the use of authorized leave, a minimum of eighty (80) hours.
2) Within each two week pay period, employees may, with notice to their direct supervisor but at their own discretion, determine when they actually work.
3) The discretionary authority described in 2) above is limited to flexing time as a result of a need to work additional hours in a regular eight hour day or to adjust starting or ending times based on occasional personal needs.
4) Time worked in excess of eight hours in a day, or on Saturday, Sunday or a holiday, may be taken off within the same pay period in increments of up to four hours in a day or more than four hours in a day with supervisory approval.
5) This policy is not a way for employees to establish a regularly or consistently shortened work day, work week or pay period. Any change in an employee's regular eight hour work day, five day week, eighty hour a pay period schedule must be approved by the County Attorney or the County Attorney's designee.

#8 (County Atty)

ARTICLE 21 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

21.1 This Agreement shall represent the complete Agreement between the Union and the County.

21.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

21.3 Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision.

#8 (County Atty)

ARTICLE 22 TERMINATION

This Agreement shall be effective as of the first day of January 2015, and shall remain in full force and effect until the last day of December 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by June 1st that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than July 1st. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date. The termination date shall not be before the Anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 3rd day of March, 2015.

WITNESSES

Rebecca Wodzicki

Gail Blackstone

RAMSEY COUNTY

Chair, Ramsey County Board of Commissioners

Julie Kleinschmidt

Ramsey County Manager

Approved as to form this

10th day of March

2015.

Jeff Stephens

Assistant County Attorney

COUNCIL #5, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

By:

And:

MEMORANDUM OF AGREEMENT

This Memorandum is entered into between the County of Ramsey and American Federation of State, County and Municipal Employees, Local 8-County Attorney Unit.

WHEREAS, The parties have entered into a Collective Bargaining Agreement effective 1/1/97; and

WHEREAS, The parties have agreed to allow employees to use vacation in advance of accrual subject to certain restrictions;

NOW, THEREFORE, the parties agree as follows:

1. Vacation hours advanced under this Memorandum must be used, they cannot be put into the employee's accrued balance.

2. Vacation hours advanced are subject to the same approval provisions as other vacation hours.

3. Vacation hours advanced to an employee must immediately be repaid from future vacation accruals. If an employee leaves County employment before all hours are repaid, the dollar value of the hours will be deducted from the employee's final check. If this is not possible, the employee will be required to refund the remaining dollar value to the County.

4. An employee may not have more than 40 vacation hours advanced to him/her at any time.

5. Vacation hours advanced do not increase the employee maximum accumulation of vacation. The provisions regarding maximum vacation in Articles 9.5, 9.6 and 9.7 continue to apply.

6. An employee may not donate advanced vacation hours to another employee. An employee may not be required to request that vacation hours be advanced to them, before being eligible to receive donated hours.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed this 2nd day of February, 1998.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Local 8
(County Attorney Unit)

MEMORANDUM OF AGREEMENT

This Memorandum is entered into between the County of Ramsey and American Federation of State, County and Municipal Employees, Local 8-County Attorney Unit.

WHEREAS, The parties have entered into a collective bargaining agreement effective 1/1/97; and

WHEREAS, The parties have addressed the question of ongoing communication between the parties, NOW, THEREFORE, BE IT

RESOLVED, The parties agree that a Labor-Management Committee will be established and that there will be established and followed, a schedule of regular, periodic meetings between bargaining unit representatives and the County Attorney, or County Attorney's designee, to address work related issues; AND, BE IT FURTHER

RESOLVED, That an initial meeting to establish a schedule of future meetings will be held before May 1, 1998, AND, BE IT FURTHER

RESOLVED, That the Labor-Management Committee will meet and develop a written policy for excessive overtime cases.

IN WITNESS WHEREOF, the undersigned here caused this Memorandum of Agreement to be executed this _____ day of _____, 1998.

FOR THE COUNTY OF RAMSEY

_____

_____

_____

FOR AFSCME LOCAL 8
(County Attorney Unit)

_____

_____

_____

MEMORANDUM OF AGREEMENT
LEGAL REPRESENTATION

This Memorandum is entered into between the County of Ramsey and American Federation of State, County and Municipal Employees, Local 8-County Attorney Unit.

The County Attorney has established a policy regarding legal representation of Assistant County Attorneys named in complaints before the Lawyer's Board of Professional Responsibility for claimed acts or omissions in the practice of law for the employer. This policy, dated March 2012, is accepted by the Local 8 attorneys and is attached and incorporated herein.

IN WITNESS WHEREOF, the undersigned here caused this Memorandum of Agreement to be executed this 1st day of January, 2012.

FOR THE COUNTY OF RAMSEY

FOR AFSCME LOCAL 8
(County Attorney Unit)

#8 (County Atty)

Ramsey County Attorney's Office

Policy on Legal Representation for Ethics Complaints

The Ramsey County Attorney recognizes the importance of providing appropriate representation for an Assistant County Attorney who is the subject of an ethics complaint related to work performed in accordance with his or her duties. In order to meet this need, an Assistant County Attorney who is the subject of a complaint filed with the Office of Lawyers Professional Responsibility that is not summarily dismissed may apply to the Ethics Committee of the Ramsey County Attorney's Office for representation. For purposes of considering such matters, the Ethics Committee will be composed of three managers appointed by the County Attorney, and two Assistant County Attorneys appointed by the County Attorney. The committee will make a recommendation to the County Attorney with respect to whether outside counsel should be retained in connection with the matter. In the event the County Attorney approves the retention of outside counsel, the Director of the Civil Division in consultation with the Assistant County Attorney will recommend counsel to the County Attorney. Any outside counsel retained will be paid by Ramsey County in accordance with a fee agreement approved by the County Attorney.

Updated 3/11/2009
Updated 3/2012

MEMORANDUM of AGREEMENT

Ramsey County
And
AFSCME Council 5, Local 8 (Assistant County Attorneys)

Ramsey County (County) and AFSCME Council 5, Local 8 (Assistant County Attorneys) agree to the following, effective January 1, 2014:

1. An employee that has satisfied the elimination period for either short term or long term disability may, at the employee's option, retain a sick leave bank of up to 80 hours when the employee begins an unpaid medical leave, provided the employee has a bank of paid sick leave hours remaining after satisfying the elimination period.

2. An employee with a paid sick leave bank of 80 hours or less after satisfying the elimination period for either short or long term disability may elect to retain either all or none of their remaining sick leave bank.

3. If the employee elects to retain a sick leave bank after satisfying the elimination period for either short-term or long-term disability, the employee may not use any time from that bank until the employee returns from unpaid medical leave.

4. If the employee does not return from unpaid medical leave, the time retained in the employees sick leave bank will be lost to the employee, such that the employee will receive no compensation for the retained sick leave.

5. In any other circumstances except those described in items 1 through 4 of this Memorandum of Agreement, employees will continue to be required to use all paid sick leave prior to going on an unpaid medical leave of absence.

For the Employer

An authorized representative

10/15/14
Date

For the Bargaining Unit

An authorized representative

10/15/14
Date

MEMORANDUM of AGREEMENT
FULL-TIME COUNTY CONTRIBUTION STANDARD AND DETERMINING MEDICAL INSURANCE ELIGIBILITY FOR INTERMITTENT EMPLOYEES UNDER ACA

Ramsey County
And
AFSCME Council 5, Local 8 (Assistant County Attorneys)

In order to comply with the shared responsibility provisions of the Affordable Care Act (ACA) and to conform with the changes approved by the County Board for unrepresented employees (Resolution 2014-262), Ramsey County and AFSCME Council 5, Local 8 (General County) agree to the following, effective January 1, 2015 through December 31, 2017:

1. Modify 6.1 of the labor agreement to change the full time County contribution standard for insurance for regularly scheduled part-time employees from 64-80 hours per pay period to 60-80 hours per pay period.

2. Modify 6.1 of the labor agreement to change the average hours worked threshold to receive 2/3 of the County contribution for regularly scheduled part-time employees from at least 50% but less than 80% of full-time, to at least 50% but less than 75% of full-time.

3. As established by the County Board (Resolution 2014-262) there is an Initial Measurement period of 12 months (new hires), and Standard Measurement Period of 12 months (current employees) for Intermittent employees to determine if they meet the ACA full-time standard of at least 30 hours per week; an Administrative Period of not more than 60 days to assess hours worked during the measurement period and enroll those who qualify as full-time and choose to elect coverage; and a Stability Period with 12 months medical insurance for those who elect coverage, provided they remain employed with the County. The County will offer single/family medical insurance to Intermittent employees who meet the ACA full-time standard of at least 30 hours per week as provided in this section, with the same County contribution provided to Regular Permanent employees.

For the Employer

An authorized representative

12/22/14
Date

For the Bargaining Unit

An authorized representative

12-22-14
Date

#8 (General County)

MEMORANDUM OF AGREEMENT
PHASED RETIREMENT OPTION

Ramsey County and AFSCME Council 5, representing AFSCME Local 8 (County Attorney) agree to the following with respect to the Phased Retirement Option Program (PRO):

1. All AFSCME represented employees will be eligible to participate in the PRO Program offered by Ramsey County, as outlined in County Board Resolution 2010-035 (copy attached)

2. AFSCME represented employees shall not be released from employment anytime during the first six (6) calendar months of the initial PRO period.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this 1st day of January, 2012.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Rettman Date: January 19, 2010 No. 2010-035

Attention: Budgeting and Accounting
Gail Blackstone, Human Resources
Jean Gramling, Human Resources

==========

WHEREAS, Ramsey County is supportive of employees preparing themselves for retirement; and

WHEREAS, Ramsey County participates in several PERA program offerings; and

WHEREAS, In the 2009 Omnibus Pension Bill, the Minnesota Legislature authorized a Phased Retirement Option (PRO) through the Public Employees Retirement Association (PERA) which allows PERA Coordinated and Basic members age 62 and over the option to begin receiving a PERA pension without formally resigning employment if they meet the requirements of the PRO; and

WHEREAS, Each covered employer has sole discretion on offering the PRO; and

WHEREAS, There are advantages of participating in the PRO plan for both the County organization and employees; and

WHEREAS, In addition to the requirement of reducing work hours, the following terms and conditions will also apply to Ramsey County PRO agreements for unrepresented employees:

a) Benefits
   Employees covered by a PRO Agreement with Ramsey County are: a) not subject to the provisions of the Benefits Policies; b) not eligible to participate in County employee insurance programs or Health Care Savings Plan (HCSP); and, c) not eligible for the County contribution to deferred compensation.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: _____
Bonnie C. Jackelen
Chief Clerk – County Board

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Rettman Date: January 19, 2010 No. 2010-035

Attention: Budgeting and Accounting
Gail Blackstone, Human Resources
Jean Gramling, Human Resources

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b) Wages
Employees will receive wages in accordance with Ramsey County Personnel Rules.

c) Position Complements
Employees in PRO positions will be treated similar to temporary employees and consequently will not be counted against the department's personnel complement. However, departments that utilize the PRO must remain within their authorized personnel budget.

d) Personnel Rules
Ramsey County Personnel Rules will apply to employees entering into a PRO agreement.

Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners authorizes the Ramsey County Human Resources Director, or their designee, to enter into PRO agreements as appropriate and in accordance with PERA requirements, with County employees for the duration authorized by the Minnesota Legislature; and be it further

RESOLVED, That the Ramsey County benefit policies will be amended to indicate that employees covered by a PRO Agreement with Ramsey County are: a) not subject to the provisions of the Benefits Policies; b) not eligible to participate in County employee insurance programs or Health Care Savings Plan (HCSP); and, c) not eligible for the County contribution to deferred compensation, and Be It Further

RESOLVED, The Human Resources Department is authorized to enter into a Memorandum of Agreement for PRO Agreements with individual bargaining units, as outlined for unrepresented employees.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: Bonnie C. Jackelen
Bonnie C. Jackelen
Chief Clerk – County Board