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.

LOCAL #8 - PUBLIC DEFENDERS
Index 7/1/15 - 6/30/17 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 employees in the classifications Assistant Public Defenders 1, 2 and 3, 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 code of professional responsibility governing the practice of law.

ARTICLE 6 PART-TIME EMPLOYEES

6.1 Effective 7/1/07 part-time employees will receive an administrative allowance of $385 per month.-

6.2 Part-time employees will receive insurance benefits as if they were full-time.

6.3 Part-time employees will not receive vacation or sick leave.

6.4 Part-time employees will receive pro-rated holiday pay for scheduled holidays. A public defender working one-half time will receive one-half day's pay for each scheduled holiday, a 3/4 time public defender will receive 3/4 pay. A part-time public defender temporarily working an eighty (80) hour pay period will receive full pay for a scheduled holiday. Part-time employees will not receive floating holidays.

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. 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 permanent status shall be eligible for "floating holidays" based on their employment status of the previous year.

(1) Full-time employees shall be entitled to sixteen (16) hours.

(2) "Floating holidays" shall be taken during the calendar year earned at a time mutually agreeable to the employee and the department head.

7.3 1) Effective 1/1/07, update existing employee floating holiday bank with eligible hours under current contract language.

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 employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accrual for a full pay period will be .61536 hours per pay period.

ARTICLE 7 HOLIDAYS (Continued)

5) Employees who have worked less than 6 months will not be paid for accrued floating holidays if terminating employment.

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.

ARTICLE 8 SICK LEAVE

8.1 Each eligible 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 where there is no other responsible adult available in the household. 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 of the employee's spouse, minor 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. In accordance with Minnesota Statutes 181.9413, an employee may use accrued sick leave for absence due to illness or injury of the employee's child. "Child" means an individual under age 18 or an individual under age 20 who is still attending secondary school.

(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.

(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-March 31; April 1-June 30, July 1-September 30; October 1-December 31.

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 sick leave under this paragraph. 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 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 their 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 written request to the Director of Human Resources accompanied by a physician's certificate acceptable to the Director of Human Resources, be granted sick leave for each work day up to a maximum of one hundred-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 theretofore accumulated by them. Said sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and an employee's normal daily wage.

If recovery is not complete by the end of the period mentioned in paragraph (1) there shall be an additional recovery period during which employees may be granted sick leave for each work day for which Workers' Compensation payments are made up to a maximum of one hundred-thirty (130) days, said sick leave not to be charged against normal sick leave theretofore accumulated by them. Sick leave during this additional recovery period may be granted in an amount equal to and not exceeding the difference between one-half (1/2) the normal daily salary and any Workers' Compensation payments due. During such additional recovery period, injured employees may also receive a sum of money which is to be charged to their accumulated sick leave, vacation or overtime equal to and not exceeding the remaining one-half (1/2) normal salary.

In the event an employee is disabled from work under the criteria listed in this Section, and the employee has an accumulated bank of sick leave credits, said credits shall be charged against as in a non-compensable disability, until said bank is exhausted or until the employee returns to work, at which time, upon request of the employee, the Director of Human Resources may reinstate said bank of sick leave or qualifying portion thereof in accordance with the provisions of paragraphs (1) and (2). In the event a qualifying employee has no accumulated bank of sick leave, the employee, upon disablement, shall immediately apply to the Director of Human Resources for the grant of sick leave credits to be used during the period of disability. Said application shall include a physician's statement indicating a probably date of return to work and such other information as the Director of Human Resources may require.

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 rule.

To determine the number of days' sick leave, vacation or overtime, to be charged against such employee's accumulated credits under the provisions of this section, the total additional amount paid shall be divided by the employee's normal daily wage and shall be computed to the nearest one-quarter (1/4) day.

In no event shall this Section be construed or operate to permit an employee to receive wage and Workers' Compensation benefits exceeding 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 such recovery periods and on the exhaustion of accumulated normal sick leave, shall be eligible for the sick leave without pay provisions of this contract.

8.12 Sick leave may be used in half-hour (1/2) increments.

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.

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 they have 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 Effective the first full pay period after January 1, 2016, each eligible 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:

Length of Service	Accrual in hrs. per pay period	Maximum Accrual
0 through 5 years	4 hours	240
After 5 through 8 years	5 hours	320
After 8 through 12 years	7 hours	320
After 12 through 18 years	7.5 hours	336
After 18 through 22 years	8 hours	336
After 22 through 30 years	8.5 hours	400
After 30 years	9 hours	400

9.6 9.6 Any vacation in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year.

9.7 9.7 Vacation may be used in units of one quarter (1/4) hour.

ARTICLE 10 SEVERANCE 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 with five (5) years of full-time equivalent service will be paid one-half (1/2) of all unused accumulated sick leave hours based on their accumulated sick leave hours at the time of separation, according to the following maximums:

	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 1,600 hours or more sick leave and less than 1,750 hours -	$16,000
Employees with 1,750 hours or more -	$17,000

ARTICLE 10 SEVERANCE PAY (Continued)

Effective 1/1/08 employees with at least 1,750 hours and less than 1,900 hours sick leave will be eligible for $17,000; employees with 1,900 but less than 2,150 hours will be eligible for $18,000; employees with 2,150 or more hours sick leave will be eligible for $19,000.

100% of severance payments received will be placed in a Health Care Savings Plan (HCSP).

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

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:

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 - July 1, 2015 through June 30, 2017. Wages shall be increased 2% effective July 1, 2015 and 2% effective July 1, 2016. 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. Salary rates will remain at the rates that went into effect July 1, 2008.

12.2 The salary range differential between Assistant Public Defender 4 and Assistant Public Defender 3 shall not fall below 8.25% during the life of this agreement.

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

12.4 Professional License Fees - Effective July 1, 2004, the County will reimburse full-time employees the actual cost of their Minnesota Attorney's license, up to a maximum of $218 for each year's license. For part-time employees, the County will reimburse one-half of the actual cost of their Minnesota Attorney's license, up to a maximum of $109 for each year's license. Effective January 1, 2014, this reimbursement will increase to $254 for each year's license for full-time employees, and $190 for each year's license for part-time employees. Effective January 1, 2016, this reimbursement shall be eighty percent (80%) of the full license fee for part-time employees.

12.5 Effective January 1, 2014, the employer will provide a matching contribution to deferred compensation of $25.00 per month per contributing employee. Effective the first full pay period after January 1, 2017, the employer will provide a matching contribution to deferred compensation of $30.00 per month per contributing employee. This contribution will be pro-rated for part-time employees.

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 their supervisor who is designated for this purpose by the Chief Public Defender. The supervisor shall give an 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 Chief Public Defender or designee and the Union. If no settlement is reached, the Chief Public Defender 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 Chief Public Defender or designee's answer in Step 2. A meeting between the Director of Human Resources or designee, the Chief Public Defender 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 Personnel 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.

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 their promotion is 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 Public Defender's Office who accepts or has accepted a promotion outside the bargaining unit in the Public Defender's Office shall, during the time he or she is in the unclassified service, accumulate seniority within the bargaining unit.

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, intermittent or Special Assistant Public Defenders shall be separated before permanent Assistant Public Defenders are laid off. Additional Legal Interns shall not be hired during the period of Assistant Public Defender 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 Public Defenders shall be treated as one classification for the purpose of the application of this Article and Article 15.

16.5 Supervisory employees shall be permitted to exercise their seniority rights to bargaining unit classifications previously held. Such employees must have worked in such classifications within the department. Bargaining unit seniority established upon such reduction shall be based on the total time worked in bargaining unit classifications. Any resulting displacement of staff will be by seniority.

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 contribute $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 of 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 1/1/2017 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 20 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 $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.

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.

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 PUBLIC DEFENDER 2 & 3

19.1 An attorney who becomes eligible for promotion to an Assistant Public Defender 2 shall submit the required promotion application to the Chief Public Defender 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 Chief Public Defender 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 Chief Public Defender shall state the reasons for the disapproval. The Chief Public Defender'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 Public Defender 3 shall submit the required promotion application to the Chief Public Defender 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 Chief Public Defender 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 Chief Public Defender 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, or that attorney to correct the stated deficiencies.

Once the above time has expired, that attorney may again submit a promotion application to the Chief Public Defender. The Chief Public Defender, after receiving the application, shall determine whether the attorney has corrected the stated deficiencies. If the Chief Public Defender 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 Chief Public Defender for correcting the deficiencies.)

If the Chief Public Defender believes that the attorney has not corrected the deficiencies, then the Chief Public Defender shall state the reasons for that determination.

When an application is rejected for the second time by the Chief Public Defender, a promotional review panel shall be convened. That panel shall consist of three members. One member shall be chosen by the Chief Public Defender, one member chosen by the Public Defender Bargaining Unit, and the third member shall be another Assistant Public Defender 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 Public Defenders. 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 Chief Public Defender'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 Chief Public Defender's decision.

If a majority of the panel concurs with the Chief Public Defender's decision, that decision shall be final. If a majority of the panel disagrees with the Chief Public Defenders decision, the panel's written opinion shall state the reasons for the disagreement. In that event, the Chief Public Defender shall review the panel's opinion and either promote or not promote the candidate with stated reasons. The Chief Public Defender'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 Chief Public Defender.

The candidate may again apply one (1) year after the Chief Public Defender's decision. A re-application following a review panel procedure shall go to the Chief Public Defender 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 Chief Public Defender just prior to the review panel's determination.

19.2 Assistant Public Defender 3 - Promotional Criteria

Employees in this classification are the senior members or "partners" of the Public Defender'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 PUBLIC DEFENDER 2 & 3 (Continued)

A. Mandatory Criteria

1. Five (5) years' experience as a practicing attorney including one (1) year of practice in the Public Defender's Office and must have arrived at the two and one-half (2-1/2) year step (06) of the Public Defender 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 on (1) year in the Public Defender'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 Public Defender 2 level, the individual may apply to the Chief Public Defender for promotion to the Public Defender 3 level. In this situation, the Chief Public Defender has sole discretion to determine if this individual should be promoted and the Chief Public Defender'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 Public Defender'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 Public Defender'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).

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 Probationary Period. Employees hired after the date the County Board approves this agreement shall be subject to a one year probationary period.

#8 (Public Defender)

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.

ARTICLE 22 TERMINATION

This Agreement shall be effective as of the first day of July, 2015 and shall remain in full force and effect until the last day of June, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this Agreement. 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 2nd day of August, 2016.

WITNESSES

RAMSEY COUNTY

Victoria A. Reinhardt
Chair, Ramsey County Board of Commissioners

Julie Kleinschmidt
Ramsey County Manager

Approved as to form this 8th day of August 2016.

Assistant County Attorney

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

By:

And:

And:

Ramsey County
And
AFSCME Council 5 Local 8 (Public Defender Unit)

Ramsey County (County) and AFSCME Council 5, Local 8 (Public Defender Unit) agree to the following, effective on 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.

This Memorandum of Agreement replaces the previous Memorandum of Agreement dated June 3, 2004 that provided for retaining a sick leave bank of up to 40 hours.

For the Employer

An authorized representative

Date

For the Bargaining Unit

An authorized representative

11/18/16
Date

MEMORANDUM OF AGREEMENT

This Memorandum is entered into between the County of Ramsey and American Federation of State, County and Municipal Employees, Local 8-Public Defender 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_____day of_____,2016.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Local 8 (Public Defender Unit)

Memorandum of Agreement

Ramsey County
And
AFSCME Council 5, Local 8 (Public Defenders)

Effective July 1, 2009 Ramsey County (County) and AFSCME Council 5, Local 8 (Public Defenders), agree that step increases for the employees listed below shall be implemented as follows:

Carlson, Leif	Lorenz, Mike
Caole, Areanna	Sarette, Richard
Courtney, Kate	Scarborough, Susan
Deneen, Barbara	Scheel, Monique
Finneran, Carole	Tamburino, Laureen
Iversen, Connie	

a. Effective 7/1/2009 – 6/29/2011 – no step movement.

b. Effective 6/30/2011, the County will implement all previously scheduled step movement, without retro pay.

c. The date of the subsequent step of each employee scheduled to receive a step during the term of the agreement will be advanced by the number of hours the employee's step was frozen.

d. Wage rates of employees Connie Iversen, Richard Sarette, & Loreen Tamburino will be returned to the step level in effect as of June 30, 2009. They will not be required to return step increase amounts paid through December 12, 2009. Their advance date for the subsequent step will be adjusted based on the number of hours of step movement previously paid during the term of this agreement.

e. Section 11.11 of the labor agreement, regarding suspended accrual of step seniority during unpaid leaves of absence, shall remain in effect.

f. For employees who are not scheduled to receive a step increase during the term of the agreement, seniority dates for purposes of calculating future step increases will remain unchanged.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Local 8 (Public Defender Unit)

Memorandum of Agreement

Ramsey County
And
AFSCME Council 5, Local 8 (Public Defenders)

Effective July 1, 2011, Ramsey County (County) and AFSCME Council 5, Local 8 (Public Defenders), agree that step increases for the employees listed below shall be implemented as follows:

Edith Brown
Karen Garvin
Tom Handley
Mary Mateer
John Riemer
Bruce Wenger

g. Effective 7/1/2011 – 6/29/2012 – no step movement.

h. Effective 6/30/2013, the County will implement all previously scheduled step movement, without retro pay.

i. The date of the subsequent step of each employee scheduled to receive a step during the term of the agreement will be advanced by the number of hours the employee's step was frozen.

j. Section 11.11 of the labor agreement, regarding suspended accrual of step seniority during unpaid leaves of absence, shall remain in effect.

k. For employees who are not scheduled to receive a step increase during the term of the agreement, seniority dates for purposes of calculating future step increases will remain unchanged.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this_____ day of_____, 2016.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Local 8 (Public Defender Unit)

MEMORANDUM OF AGREEMENT
PHASED RETIREMENT OPTION

Ramsey County and AFSCME Council 5, representing AFSCME Local 8 (Public Defender Unit) 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_____ day of_____, 2016.

FOR THE COUNTY OF RAMSEY

FOR AFSCME Council 5

#8 (Public Defender)