

**AFSCME COUNCIL 5
LOCALS**

34

552

1719

2822

2864

2938 (Legal Unit)

**Initial Contract Proposal to
Hennepin County**

July 30, 2007

Contract Language

Article New

- Pro. 1** **New Article on Dignity and Respect**-The Union and the Employer will meet and confer in putting together a Request for Proposal to hire a consultant who will be charged with coordinating all departments' implementation of Dignity and Respect program with implementation of the program no later than December 31st, 2008.

Article 32-Discipline

- Pro 2** **Section 6.** Personnel Records. D.
Add: Employees shall have access to information contained in their personnel records in accordance with the provisions of the Data Practices Act, as amended. In addition, employees may review all personnel files kept on the employee. The employees shall receive a copy of all materials placed in any personnel file and/or supervisor file. Employees may file a grievance over any items in the personnel file that may be detrimental to the employee.
- Pro 3** **Section 7.** Union Representation
Add: At an employee's request an employee shall have a union representation at any employee "coaching session" and/or any other meeting that could possibly lead to discipline.

PAY DIFFERENTIALS

ARTICLE 9-WORK SCHEDULES/PREMIUM PAY

Pro 4 Section 10. Local 2822, etc.

When an employee is expressly assigned to perform ~~the~~ at least one of the essential duties of a position allocated to a different classification ~~that is temporarily unoccupied~~, and such assignment is for ~~forty eight (40)~~ (8) or more continuous regular hours, the employee shall be paid for all such hours at the employee's current salary rate when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or one (1) step higher than the employee's current salary, whichever is greater. In order to qualify for such higher rate, the employee must perform at least one of the essential duties of that work which distinguishes the higher classification from the employee's regular class in terms of level of responsibility, ~~types of duties~~, and/or quality and quantity. Rotation of employees through a position in a higher class for the purpose of avoiding payment of out of class pay is a violation of the intent of the out of class pay agreement.

Pro 5 Section 11. (Local 1719) and Section 8. (Local 34), etc.

A shift differential of ~~\$0.70~~ \$1.25 per hour shall be paid to all employees.....

Pro 6 Section 15. (Local 1719) and Section 13. (Local 34), etc.

Weekend differential of ~~\$0.50~~ \$0.80.....

Pro 7 Section 18. (Local 1719) and Section 15. (Local 34), etc.

- A. Full time employees who are regularly required to use foreign language or sign language skills in addition to other job duties shall receive a salary differential of ~~\$40.00~~ \$50.00 per payroll period.
- B. Employees who provide foreign language or sign language interpretation on an occasional or irregular basis at the request of the EMPLOYER shall receive ~~\$8.00~~ \$10.00 in addition to regular salaries.....

ARTICLE 39 AUTOMOBILE TRAVEL EXPENSE

Pro 8 The Union wishes to discuss issues relating to this Article and reserves the right to make a proposal on these matters.

LEAVES/HOURS/VACATION/HOLIDAYS

ARTICLE 10 – HOLIDAYS

Pro 9 Section 1. Add two (2) floating holidays to the holiday schedule.

ARTICLE 11 – VACATIONS

Pro 10 Section 2. Full time employees shall accrue vacation in accordance with the following schedule.

<u>Total Length of Compensated Full Time Regular Hours of Service Since Most Recent Date of Hires</u>	<u>Annual Vacation Accrual Rate</u>
Less than six (6) months (1,040) compensated regular hours	64 hours
More than six (6) months but less than five <u>three</u> years (10,400 <u>6,240</u> compensated regular hours)	96 hours
More than (5) five <u>3</u> three years but less than (8) (5) (16,640 <u>10,400</u> compensated regular hours)	120 hours
More than (8) (5) years but less than (12) (8) years (24,960 <u>16,640</u> compensated regular hours)	144 hours
More than (12) (8) years but less than (18) (12) years (37,440 <u>24,960</u> compensated regular hours)	160 hours
Over eighteen (18) years <u>More than 12 years but less than 15 years</u> (<u>31,200</u> <u>compensated regular hours</u>)	184 hours
<u>More than fifteen (15) years (31,200 compensated regular hours)</u>	<u>200 hours</u>

Pro 11 Section 3. Vacation leave shall not accumulate in excess of ~~two hundred eighty hours~~ (~~280~~) three hundred fifty hours (350). The EMPLOYER shall not be responsible for managing an employee's vacation leave balance so as to ensure no loss of the benefit because the balance is at or near the ~~280~~ 350 hour limit. Correspondingly, the EMPLOYER will not force employees to take vacation for such purpose.

ARTICLE 12 – SICK LEAVE

Pro 12 Section 1. Sick leave shall be earned by full-time employees at the rate of ~~eight (8)~~ twelve (12) hours for each month of service except that newly hired, re-employed or reinstated employees who have completed less than six (6) months (1,040 compensated regular hours) of full-time service, shall earn sick leave benefits at the rate of 5.33 hours for each full month of service.

ARTICLE 23 – SEVERANCE PAY

Pro 13 Section 1. Severance pay shall be paid to permanent employees who have completely terminated their employment with the County in good standing and have completed eight (8) years of continuous service with the County. Any employee who shall have received severance pay upon termination of his/her employment shall not again be eligible to accrue any severance pay benefits upon re-employment with the County except for any hours accumulated in excess of the number for which he/she has been previously compensated. Such severance shall be based upon and measured by unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during Hennepin County employment. Such severance pay shall not exceed ~~eight hundred (800)~~ one thousand (1000) hours of the unused accumulated sick leave and unused vacation leave which has been accrued to the credit of the employee at the date of severance of such employment.....

ARTICLE 37 – VOLUNTARY LEAVE WITHOUT PAY

Pro 14 Section 1. **Change 2006 to 2008**

Pro 15 Section 2. **Change 2007 to 2009**

Pro 16 Section 3. **Add that an employee may use up to 200 (two hundred) hours of special leave without pay each year of the Agreement.**

INSURANCE

Article 32-Insurance

Pro 17 Section 1. The EMPLOYER shall provide a monthly monetary allowance for each employee which shall be applied to the premium cost of individual/dependent group hospitalization and medical insurance coverage as provided by the EMPLOYER. In years ~~2006~~ 2008 and ~~2007~~ 2009, such monthly allowance shall equal one hundred percent (100%) of the premium for each employee selecting individual coverage. For each employee selecting individual and dependent coverage (family) coverage such monthly allowance shall be the difference between the total monthly premium for family coverage and the employee contribution for such coverage of ~~two hundred ninety four dollars and twenty six cents (294.26) per month in 2006 and three hundred thirty six dollars and thirty-six cents (\$336.36) in 2007~~ 2008 and 2009.

Pro 18 Section 5. The EMPLOYER shall pay the full cost of a ~~\$20,000~~ 50,000 double indemnity individual term life insurance contract for each employee.

WAGES AND SALARY RATES

ARTICLE 24 – STABILITY ADJUSTMENTS

- Pro 19** Increase maximum base salary on which stability pay will be computed by \$1,000 on each level, I.E. \$16,000 goes to \$17,000; 17,000 goes to \$18,000; \$18,000 goes to \$19,000, etc.

ARTICLE 38 – SALARY RATES

- Pro 20** Increase all rates by 6% or \$1.00 whichever is greater, for 2008 and 2009
- Pro 21** **Section 4.** In ~~2006-2008~~ the EMPLOYER shall pay to the UNION or its designee ~~\$.30~~ \$.34 for each regular hour spent on compensated payroll status by members of the bargaining unit, including hours paid as severance in accordance with the provisions of Article 23. In ~~2007~~ 2009 the EMPLOYER shall pay to the UNION or its designee ~~\$.32~~ \$.36 for each hour spent on compensated payroll status. Such EMPLOYER payment shall be remitted quarterly to the UNION or its designee. Such payment shall be used to provide a dental insurance plan arranged and administered by the UNION. The increase in dental insurance fund payment shall be funded by a ~~\$.01~~ \$.02 per hour EMPLOYER contribution in both ~~2006~~ 2008 and ~~2007~~ 2009, and a ~~\$.01~~ per hour reduction in both the ~~2006 and 2007~~ general salary increase.

HOUSEKEEPING ITEMS

Local 34 Contract

1. Update Recognition Article 2 by adding and deleting Job titles as appropriate
2. Update ARTICLE 31 meet and confer.
3. Keep current letters of understandings in the Agreement

Local 552 Contract

Article 40 Right of Contracting Services. Change the date December 31, 2007 to December 31, 2009.

Include all documents from 2006 - 2007 Agreement.

Local 1719 Contract

1. Update ARTICLE 31 meet and confer.
2. Keep current letters of understandings in the Agreement

Local 2822 Contract

Article 9 Work Schedules/Premium Pay Increase. Section 19 Change 2006 - 2007 to 2008 – 2009.

Include all documents from the 2006-2007 Agreement.

Local 2864 Contract

1. Keep current Letters of Understanding in the Agreement
2. Add Accretion agreement to Recognition article & eligible classifications

Local 2938 Contract (Legal Unit)

Include all documents from the 2006-2007 Agreement.

Local 34 Supplemental Issues

1. Housekeeping – add the Medical Examiner Office job classes and salary ranges to the Local 34 contract.
2. Increase number of stewards from 32 to 45.
3. Split the current Senior Community Health Worker classification into two: Senior – the current classification, and Principal – with salary based on the HSR III classification.
4. Split the current EA Trainer classification into two with a new name: Training Specialist I – salary based on the Administrative Assistant (Planning Analyst) classification (current), and Training Specialist II – promotional, based on experience – with salary based on the Senior Planning Analyst classification.
5. Split the current Case Management Assistant classification into two: Case Management Assistant – the current classification, and Senior Case Management Assistant – with salary based on the Financial Case Aide classification, as currently paid.
6. Increase the Financial Case Aide classification steps to match the HSR III classification steps that it formerly matched.
7. Discussion of the HSR series.
8. Article 32_Discipline, Section 2 delete ~~*Except in situations where less than a full week unpaid suspension of exempt employees is allowed under Federal/State Law, exempt employees may not be suspended from duty without pay for a period of less than one (1) work week as discipline under this Agreement.....~~
9. New Article-Uniform Allowance

Section 1. Newly hired employees in the classification of Nursing Assistants, Medical Assistants and Dental Assistants shall be provided uniform sets of the quantity, type and style prescribed by the EMPLOYER, based on hours hired to work in a payroll period under the following table:

<u>Hours Worked</u>	<u>Uniforms Provided</u>
49 - 80	3 at initial hire, 2 more after passing probation
40 - 48	3

Annual replacement uniforms shall be furnished based on average weekly hours worked in a pay period:

<u>Hours Worked</u>	<u>Uniforms Provided</u>
49 - 80	4
40 - 48	2

Local 552 Supplemental Proposal

Wages: Increase all current salary steps by 7% for all job classifications. Then apply the general wage increase to all steps of the salary range.

Article 9 Work Schedules, Premium Pay:

Section 13 Employees assigned by the EMPLOYER to remain in “on call – off premises” status shall receive \$2.50 for each hour so assigned. This section shall not apply to employees assigned to the “Intensive Community Supervision/Intensive Supervised Release” (ICS/ICR) program. Notwithstanding the previous statement, all employees will be paid \$3.50 per hour for answering the phone/pager from 4:00pm to 6:00pm.

Section 14 Employees expressly assigned to a position in the “Intensive Community Supervision/Intensive Supervised Release” (ICS/ICR) program shall be paid an additional ~~\$50.00-\$100.00~~ per pay period in 2007 and \$200 per pay period in 2008.

Section 15 ~~Full-time~~ Employees of the ICS/ICR unit who are specifically assigned as “Duty Officer” shall receive ~~\$25 per day for each weekend day so assigned~~ \$3.50 for each hour so assigned, except that employees so assigned on the weekend shall have the choice of receiving \$3.50 for each hour so assigned or 2 hours of compensatory time per day.

Local 1719 Supplemental Proposal

1. Increase the pay of Correctional Officers to at least the pay scale of Scott County. (Currently \$19.37 to \$26.20 without their performance maximum of \$29.08) Increase the pay of Senior Correctional officers to a start of \$3554 (\$20.50) to a maximum of \$5446 (\$31.41). This would put Hennepin County correctional officers at a tie for 3rd place in pay in the seven county metro areas. Both of these increases must have the cost of living increase for 2008 and 2009 in additional to this amount.
2. Field Training Officer pay of \$2.00 per hour for each hour training a new officer.
3. Add to Section 19 of Article 9, "that a CO who is assigned to a position replacing a regular SCO they shall receive a differential of \$.80 per hour for each hour worked in replacing a SCO. This pay will be replaced by out of class pay when the time of 40 hrs has met those requirements.
4. Uniform allowance increase to \$480 from \$415 due to inflationary increases in which the uniform allowance has not kept up.
5. The DIC pay should be increased to \$1.00 and \$1.50 per hour.
6. **ARTICLE 26 - SHIFT BIDDING/WORK VACANCIES**

Section 1. Senior qualified employees shall be given shift schedule preference **and shift pattern (days off)** within each housing section. This seniority preference shall be within each classification and housing section based on the employee's initial date of permanent appointment to a continuing position in the Adult Corrections Facility Bargaining Unit. Seniority preference by housing section shall be bid each February 1st. Seniority preference bidding shall take place in accordance with SOP's 100-31, 200-31 and 300-07.

Add the language in the above section bolded and underlined.

7. Roll Call pay of .2 hours per day for any staff required to report early for meetings and relieving other staff on a post.

Local 2822 Supplemental Proposal

Article 9, Work Schedules, Premium Pay, Section 19

For the job classes of Sheriff's Clerk and Sheriff's ID Clerk, the parties agreed to increase the shift and weekend differentials as follows:

Sheriff's Clerk and Sheriff's ID Clerk shift differential shall be ~~\$1.05~~ \$2.00 per hour.

Sheriff's Clerk and Sheriff's ID Clerk weekend differential shall be ~~\$.65~~ \$1.00 per hour.

The parties agree that such increases in shift and weekend differential shall be considered an experiment for the life of our ~~2006-2007~~ 2008-2009 AGREEMENT. The EMPLOYER expects that these increases in shift and weekend differentials may positively impact the ability to attract and retain staff. Upon expiration of our AGREEMENT, the parties shall meet and confer about the impact of these increases on attraction and retention factors. Upon expiration of the ~~2006-2007~~ 2008-2009 AGREEMENT, these shift and weekend differentials shall expire and the parties shall again negotiate such differentials.

Notwithstanding Article 9, Section 7, when employees in the classifications of Sheriff's Clerk and Sheriff's ID Clerk work a 4 hour shift in addition to their own shift, and this shift occurs between the hours of 5pm and 7am, the employees shall be paid the shift differential in this Section.

In addition to the above proposals, the Union wishes to discuss and negotiate the issues arising from the merger of the employees of the Minneapolis Public Library with the Hennepin County Library System.

The Union will be making a proposal for market adjustments for a number of classifications including the Office Specialist Series, Clerk, Public Service Assistant (PSA), and Principal Office Specialist.

Local 2938 (Legal Unit) Supplemental Proposal

1. Professional Development Payment. The Employer shall make a Professional Development Payment of \$825.00 per year to each attorney in the bargaining unit.
2. Continuing Legal Education Central Fund. Effective January 1, 2008, a CLE fund sum of thirteen thousand dollars (\$13,000) will be allocated and spent solely for educational purposes for attorneys in the bargaining unit. This amount will increase to thirteen thousand five hundred dollars (\$13,500) effective January 1, 2009. The fund shall be administered by a representative of the County Attorney and a representative from the attorneys bargaining unit selected by the Union, 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.
3. Market Adjustments. Effective January 1, 2008, add a new step which is 5% greater than the current top step to the salary range of the classifications of Investigator, Legal Services Specialist, and Legal Disposition Advisor. Then apply the general wage increase to all steps of the respective salary range.
4. Market Adjustments. Public Defender attorney classifications have wage parity with Hennepin County Attorney attorney classifications.
5. Article 32 Discipline, Section 2

Delete the asterisk (*) after "C. Suspension" and the entire paragraph to which the asterisk refers.

Local 2864 Supplemental Proposal

1. Market adjustment of 7% for the entire salary range of Librarians.
2. Accrete Supervising Librarians & non-supervising non-confidential Senior Librarians into the bargaining unit.
3. Involuntary reassignments will not be enacted for two years after the actual merger of the Hennepin County Library and Minneapolis Public Library Systems. Voluntary reassignments will be available and be based upon mutual acceptance between the employee and the employer.
4. The employer and the union shall meet & confer to resolve workflow, working out of class, in charge pay application, and disallowing the usage of vacation time.
5. Ergonomic issues should be addressed in the Library system at each location by a county ergonomics specialist. These need to be reviewed proactively on a timely basis (every three years) to prevent injuries by reassessing changing work related materials and methods.